



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Employee and Public Services Department

DATE: January 2, 2002

BOARD MEETING DATE: January 15, 2002

TO: Honorable Board of Supervisors

FROM: *MW* Mary Welch, Director of Employee and Public Services
JY Jaime D. Young, Public Safety Communications Division

SUBJECT: Agreement between the San Mateo County Pre-Hospital Care Medical Group and the County of San Mateo for communications/dispatch services.

Recommendation

Adopt a resolution authorizing the President of the Board to execute an agreement between the County of San Mateo and the Joint Powers Authority known as the San Mateo County Pre-Hospital Care Medical Group, for communications/dispatch services.

Background

In 1997/98, two agreements were formalized that allowed American Medical Response (AMR) and the San Mateo County Pre-Hospital Care Medical Group (JPA) to conduct advance life support (ALS) services to the citizens of the County. On December 18, 1997, the JPA and AMR entered into a relationship establishing operating agreements under a private/public partnership. On September 15, 1998, the Board of Supervisors approved an agreement between the County and AMR, which provides the citizens of the County with fire/paramedic first response and emergency ambulance service. Under the terms of this agreement, Public Safety Communications provides dispatching services for both the JPA and AMR. These services have been provided through a Letter of Agreement. It has been recommended that a formal agreement between the JPA and the County be developed.

Discussion

The agreement before you identified the terms and conditions between the JPA and Public Safety Communications. At the request of the JPA, Public Safety Communications assumes full-time communications/dispatch services on a 24 hour a day, seven-day a week basis. Some terms of this agreement are highlighted as follows:

- Emergency telephone answering for all agencies (except South San Francisco) for both fire and medical
- Dispatch of emergency calls within 60 seconds from the of first notification
- Answering of emergency radio traffic on the primary frequency within 10 seconds
- Bi-yearly dispatcher proficiency testing

Fiscal Impact

The term of this agreement coincides with the term established in the agreement between the County and AMR runs through December 31, 2004. After the primary term, there are two-year extensions.

This agreement funds a pro-rata share of Fire First Response dispatch costs at three full-time, 24 hour a day, seven day a week consoles. The balance of the console's operating costs are funded by a combination of the County and all Fire Agencies within the County. The JPA started paying a base amount of 319,000. The amount paid in future years is determined by negotiated salary increases received by dispatch personnel, not to exceed the established Bay Area CPI. Currently, the JPA pays the County \$364,000 for Fiscal Year 2001-02.

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
SAN MATEO COUNTY PREHOSPITAL CARE MEDICAL GROUP
FOR COMMUNICATIONS SERVICES

This Agreement is entered into on _____, 2002, between the COUNTY OF SAN MATEO, hereinafter referred to as "County" and San Mateo County Pre-Hospital Care Medical Group hereinafter referred to as the "JPA." The JPA represents the following entities: City of Daly City, City of Pacifica, City of Brisbane, Colma Fire Protection District, City of South San Francisco, City of San Bruno, City of Millbrae, City of Burlingame, City of Hillsborough, City of San Mateo, City of Foster City, South County Fire Authority, City of Redwood City, Half Moon Bay Fire Protection District, Point Montara Fire Protection District, Menlo Park Fire Protection District, Woodside Fire Protection District, hereinafter referred to as "members".

WITNESSETH

WHEREAS, it is beneficial for County to provide dispatch communications services to the geographical areas served by various fire agencies within the County; and

WHEREAS, County is willing to provide such services and will contract with JPA to provide such services, JPA will designate the geographical area to which services will be provided and ensure payment to County for such services; and

WHEREAS, it is necessary and desirable that the parties enter into the Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED between the County and JPA as follows:

1. **County Obligations**
 - (a) In consideration of payments to be made, the County will provide communications services to those agencies identified above belonging to the JPA.
 - (b) Based on the mutual understanding between the County and the JPA, the County may purchase replacement or additional equipment to maintain service levels (including radio consoles, devices, terminals, replacement CAD, etc.). County shall be the sole owner of such equipment.
2. **JPA Obligations**
 - (a) The JPA shall give written consent prior to County implementing any proposed processes for change that would require in-depth County operational or technical changes.

- (b) Additional equipment desired by the JPA to enhance the base dispatch system, that is solely for the use of the JPA operation (Automatic Vehicle Locators, Records Management System, etc.) shall be purchased, installed, maintained, and owned by the JPA, unless mutually agreed prior to purchase. Furthermore, mutual agreement between the County and JPA must be in place in order to install, test, train and implement and operate such equipment into the Communications Center.

3. **Payment**

- (a) The JPA will pay County \$319,000 for the first year of operation, commencing January 1, 1999, or until increases are determined pursuant to section 2(b). The amount to be paid will be in equal installments on a monthly basis. The \$319,000 amount will be considered the *Base Amount*, which includes costs for dispatch services and Computer Aided Dispatch System administration.
- (b) The amount due for future years will be determined by negotiated increases in costs of salaries and benefits of County employees performing the work hereunder. The percentage of increases will be calculated and applied to the *base amount*. It will be the responsibility of the County to notify the JPA of any such change as soon as it is published in written form. Every attempt to make this notification will be made to give the JPA at least three months notification prior to the increase effective date. The cost increase will not exceed that years stated Bay Area CPI. The amount payable to County may also be changed if there is a change in job responsibility of the dispatch staff or increase in the number of staff needed to effectively render service. Any increase will first be negotiated with and approved by the JPA.

4. **Term**. The optimal length of this contract is 10 years. The primary term of this Agreement shall be from January 1, 1999 through December 31, 2004, although the Parties did not formally approve this Agreement until the date written above. There are two – two year extensions of this contract, after the expiration of the primary term. The JPA shall have the option to extend this Agreement twice. The JPA must notify the County of its intent to exercise its first option to extend the term of the Agreement from January 2005 through December 31, 2006. Notification of this first extension shall be made no later than January 2004. In addition to this extension, the JPA may exercise its option for another two-year extension no later than January 2006 to extend the Agreement through December 31, 2008. Either party can terminate the Agreement by 360 days written notice of the intended date of termination. To be terminated, notification must take place in the month of January.

5. **Notice**. All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each

party except if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

County: County Manager
Hall of Justice and Records
400 County Center
Redwood City, CA 94063-1662

JPA: Larry Olson
JPA Administrator
1600 Floribunda Drive
Hillsborough, CA 94010

6. **Contract compliance.** It shall be agreed that the County and JPA develop a method of communication to ensure contract compliance by both parties. The Communications Center Director and the JPA Administrator or their designees shall conduct this communication.

7. **Mutual Indemnification.**

County and JPA agree the County shall indemnify, hold harmless, release and defend JPA, its officers, employees, agents, and member agencies from and against any and all actions, claims, demands, losses, expenses including attorney's fees and liabilities of any nature arising out of the services provided by the County pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of JPA. County and JPA further agree that JPA shall indemnify, hold harmless, release and defend County, its officers, employees, agents from and against any and all actions, claims, demands, losses, expenses including attorney's fees and liabilities of any nature arising out of the services provided by JPA and its member agencies pursuant to this Agreement, excepting liabilities due to the sole negligence or willful misconduct of the County.

In the event of concurrent negligence of the County, its officers and/or employees, and JPA its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of terms and conditions of the Agreement shall be apportioned according to the California theory of comparative negligence.

The duty of the agency to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. **Insurance**

(a) County and JPA will not commence work under this Agreement until all insurance

required under this section has been obtained and such insurance has been approved by the County's Risk Manager. Each member shall furnish the County with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending its coverage to include the contractual liability assumed by it pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the Risk Manager of any pending change in the limits of liability or of any cancellation or modification of the policy.

(b) Each member shall have in effect, during the entire life of the Agreement, Workers' Compensation and employer liability insurance providing full statutory coverage. Each member certifies that it is aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code, and it will comply with such provisions before County commences the performance of any work under this agreement.

(c) Each member shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect it from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the performance of services under this Agreement. Such insurance shall be combined single-limit bodily injury and property damage for each occurrence and shall include comprehensive liability of at least \$2,000,000.

(d) In the event of the breach of any provision of the section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

(e) Proof of self-insurance in lieu of insurance certificates is acceptable for any provision in this section.

9. **Inspection of Records.** All records, books, reports, and documentation maintained by County related to performance under this Agreement shall be open for inspection upon demand at reasonable time.

10. **Nondiscrimination.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: 1) termination of this Agreement; 2) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; 3) liquidated damages of \$2,500 per violation; 4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under this Contract or any other Contract between Contractor and County. Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of their response to the Complaint when filed.

11. **Merger Clause** This Agreement, including the attached Exhibits "A," and "B," and attachments thereof sets forth the entire Agreement between the parties. No subsequent alteration or variations shall be valid unless made in writing and signed by the parties hereto.
12. **Assignability**. Any assignment of the Agreement shall be void without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in this Agreement first above written.

Dated: _____

Michael D. Nevin, President
Board of Supervisors
County of San Mateo

Certificate of Delivery

(Government Code Section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the Vice President of the Board of Supervisors.

County Managers Office/Clerk of the Board

ATTEST:



President, Board of Directors
San Mateo County
Prehospital Care Medical Group

1 November 2001

Dated:

EXHIBIT A

COUNTY PROVISION OF SERVICES

1. Communications services are described as:
 - (a) The County shall provide the JPA with telephone answering, personnel notification and equipment dispatching, including automated status keeping, and associated activity reports and inquires. Dissemination of workload and deployment of personnel and the type of personnel is at the sole discretion of the County. Upon commencement of this contract, workload assignments are as indicated in Attachment B of Exhibit A. The county shall not be responsible for answering any non-emergency, administrative phones belonging to the represented fire agencies.
 - (b) The County shall provide the JPA with services mentioned in Paragraph (A) above on a twenty four hour basis, three hundred sixty-five days per year.
 - (c) The automated geographic file of the County response areas needed for the Computer Aided Dispatch System will be jointly developed and maintained by the County and JPA.
 - (d) The County shall ensure that all fire/EMS Controllers have attended a minimum of 40 hours of classroom instruction in Fire Communications procedures and that they remain proficient and capable of providing service that meets or exceeds established standards. The curriculum development and ongoing evaluation for fire dispatch training will be the joint responsibility of the County and the JPA every 24 months.
 - (e) A service level will be maintained that meets the dispatch need of the JPA. Current indicators of acceptable service are; (1) dispatch of emergency calls within 60 seconds from time of first notification to time of initial unit notification, on average. (2) the answering of emergency radio traffic on the primary frequency within 10 seconds of each transmission, on average. (3) Ensure that each dispatcher pass a written proficiency exam pertaining to Fire Dispatching that is jointly developed by the JPA and the County, twice each year. If for any reason the dispatch service levels provided by the County are unacceptable, the JPA shall notify the County Communications Dispatch Center Director, in writing, of any deficiencies and expectations for correction. The County shall have 30 days to respond in writing to the JPA about the service and its plan of action.
 - (f) Direct liaison with the JPA through the County's Fire/EMS Program Manager, pertaining to overall operational coordination of the Fire/EMS program and its relationship to the communications center.

- (g) Document and tape reproduction upon request to members of the JPA for purposes of incident critique and de-brief, incident evaluation, statistics and performance related issues.
2. In providing communications services, the County shall:
- (a) Provide working space and facilities at the County facility for personnel and equipment described in this agreement.
 - (b) Provide and maintain telephone equipment to accommodate the JPA 911 and seven digit emergency telephone volume (emergency back-up hotlines).
 - (c) Provide general business telephone numbers that can be used for official business of the JPA to communicate directly with the fire dispatcher.
 - (d) Provide and maintain radio console equipment within the communications center to effect radio transmissions from the communications center to the JPA agencies on the frequencies designated by the JPA.
 - (e) Provide recording equipment to log and record incoming and outgoing JPA incident related radio and telephone transmissions. All radio frequencies or telephone lines used for JPA business in the communications center operation (not administrative offices) shall be recorded.
 - (f) Serve as a Secondary Public Safety Answering Point (SPSAP) for 911 emergency services, in accordance with the rules, policies and regulations of the State of California 911 program.
 - (g) Support the integration and operation of mutually acceptable computer program enhancements that are installed in the Computer Aided Dispatch System at the JPA's expense.
 - (h) Maintain a unique incident numbering system for each of the JPA agencies.
 - (i) Maintain detailed incident records "on-line" for 180 days and permanently for 3 years. The form of such records shall be in the form specified in Attachment-A to Exhibit A.
 - (j) Ensure that the existing Computer Aided Dispatch system accurately reflects the JPA operation.
3. As part of the initial dispatch system implementation the County shall provide and pay all associated costs of:

- (a) Assistance with the overall project management including coordination and implementation of the dispatch operation including joint development of standardized training, deployment and operational policies and procedures.
 - (b) Coordinate the development of a Quality Improvement Program.
 - (c) Modify the necessary existing CAD system files to reflect the JPA operations
 - (d) Public Safety Communications has the right to notify JPA that any CAD modifications that would exceed one week's worth of work, is subject to costs in and above the costs of the contractual costs herein.
4. On a monthly basis, the Communications Administration will provide the following reports:
- a) Follow-up on engine status if compliance times are not met by that unit
 - b) Chute time report for first responders by engine company

EXHIBIT A
ATTACHMENT A

DETAILED INCIDENT RECORD:

The detailed incident record shall include for each incident:

1. Incident Number: A unique number, specific to each agency, for each CAD generated incident.
2. Case Number: A unique number, specific to each agency, for each response, this is typically the agencies.
3. Associated Numbers: Incident and case numbers of other associated incidents that were dispatched by San Mateo County Communications.
4. Entered Time: The time the incident was first entered into the CAD.
5. Dispatched Time: The time the FIRST unit was ENROUTE to the incident.
6. EnRoute Time: The time that the FIRST unit was ENROUTE to the incident.
7. OnScene Time: The time that the FIRST unit was ONSCENE.
8. Closed Time: The time that the incident was closed, typically when the LAST unit clears.
9. Initial Type: The first type that was entered when the incident was created.
10. Final Type: The type that the incident was closed with.
11. Initial Priority: The first priority that was entered when the incident was created.
12. Final Priority: The priority that the incident was closed with.
13. Initial Alarm Level: The first alarm level that the incident was dispatched with.
14. Final Alarm Level: The alarm level that the incident was closed with.
15. Disposition: The last disposition given to the incident.
16. Source: How the incident was received.
17. Primary Unit: The FIRST unit dispatched or the LAST unit to clear.

18. Police, Fire, EMS BLK: Reporting district.
19. Group: Jurisdiction
20. Beat: Station/Response area.
21. Map Page: Thomas Bros map page.
22. Fire Map Page: Department map page. None are currently defined.
23. Exception List and Response Zone: EMS response time zone.
24. Location: Location plus location information.
25. Name, Addr, Phone: Reporting party information.

All other information relating to the incident is collected in "segments." These segments record every detail as it occurs. Some examples of segments are, additional units dispatched and their times, personnel dispatched, and all comments. Attached is an example of an incident printed from CAD.

EXHIBIT A
ATTACHMENT B

Effective January 1, 1999, Public Safety Communications Division will staff the Communications Center with the following configuration:

3 workstations staffed 24 hours a day, 7 days a week serving the following agencies:

North County: Daly City Fire Department, Pacifica Fire Department, Brisbane Fire Department, Colma Fire Protection District, San Bruno Fire Department

Central County: Millbrae Fire Department, Burlingame Fire Department, Hillsborough Fire Department, San Mateo Fire Department, Foster City Fire Department

Fire Net Six: South County Fire Authority, County Fire, Redwood City Fire Department, Menlo Park Fire Protection District, Woodside Fire Protection District, Half Moon Bay/Point Montara Fire Protection Districts.

A workstation will be staffed 12 hours a day, seven days a week to provide telephone management and back-up to the Fire/EMS operation, generally staffing these days during identified peak workload hours.

EXHIBIT B

OBLIGATIONS OF JPA

1. JPA shall ensure that it, and every fire agency whose geographical area is served pursuant to this contract, shall:
 - (a) Provide its own facility, personnel to answer and coordinate incoming business and other non-emergency calls; during after hour periods, when applicable, agencies will provide a recording for its business telephone lines which will inform callers that emergency calls should be directed to "911" and non-emergency, business calls should be made on the following business day. This includes those phones which are positioned outside of Fire Stations to be programmed to 911.
 - (b) Maintain all necessary telephone lines for digital/computer communications between the County and the JPA fire stations. County shall not be responsible for notifying the JPA of the need for maintenance.
 - (c) Maintain any additional non-emergency telephone lines (ie., direct hot-lines) in the Communications Center other than those provided in Exhibit A.2(c).
 - (d) Provide for the installation, modification, and maintenance of its own operational radio frequencies, which shall include those frequencies noted in Exhibit B Attachment-B, and all radio equipment outside of the Communications Center. The JPA shall ensure that the radio equipment is operating in an acceptable manner that is free from static, squelch, and interference.
 - (e) Work with the County regarding any operational changes that may arise from operational procedures, mutually agreed upon prior to the commencement of the contract. All pre-planned changes will be submitted to the County at least 30 days in advance of the intended operational change that requires significant CAD modification.
 - (f) Maintain a standardized deployment plan for all the stations belonging to the JPA. This would include but is not limited to identifying a standardized method of deployment of all pieces of apparatus, logically identified of station ordering and priority stations. The JPA agrees that these elements are to be unilaterally applied to all members of the JPA and those who wish to deviate from the plan would need to prove just cause to the Executive Board and working Operations Committee. The deployment plan approved upon implementation is herein attached as Exhibit B-Attachment B. Changes to this plan need to be in accordance with the 1.e of this exhibit.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY PRE-HOSPITAL CARE MEDICAL GROUP.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance to an agreement, reference to which is hereby made for further particulars, whereby the County will provide Communications Dispatch services to the Joint Powers Authority known as the San Mateo County Pre-Hospital Care Medical Group and the JPA will reimburse the County for all cost incurred; and ;

WHEREAS, this Board has been presented with a form of such agreement and said Board has examined and approved same as to both form and content and desires to enter into same: ;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *