

AGREEMENT BETWEEN COUNTY OF SAN MATEO AND
CITY OF SOUTH SAN FRANCISCO
FOR COMMUNICATIONS SERVICES

This Agreement is entered into on _____, 2004, between the COUNTY OF SAN MATEO", a political subdivision of the State of California hereinafter referred to as "County" and CITY OF SOUTH SAN FRANCISCO, a municipal corporation, hereinafter called "City."

W I T N E S S E T H

WHEREAS, Section 51350 of the California Government Code, authorizes a County which provides services to any City pursuant to contract to charge the City costs which are incurred in providing such services; and

WHEREAS, it is beneficial for County to provide fire and emergency medical dispatch communications services to the geographical areas served by the City; and

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

WHEREAS, City has requested County to provide communications services to City on a 24 hour a day, seven day a week basis; and

WHEREAS, County is willing to provide such services provided that City reimburses County for all costs incurred in providing such services as specified therein; 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 City as follows:

1. **County Obligations**

- (a) County will provide Fire, paramedic and fire first response communications dispatch services to the City as set forth in Exhibit A, attached hereto and incorporated herein by reference.

2. **City Obligations**

- (a) In further consideration for the services provided by County, the City shall provide personnel, facilities and equipment as set forth in Exhibit B, attached hereto and incorporated herein by reference.

- (b) The City shall give written consent prior to County implementing any proposed processes for change that would require in-depth County operational or technical changes.
- (c) Additional equipment desired by the City to enhance the base dispatch system, that is solely for the use of the City operation (Automatic Vehicle Locators, Records Management System, etc.) shall be purchased, installed, maintained, and owned by the City, unless mutually agreed upon prior to purchase. Furthermore, mutual agreement between the County and City must be in place in order to install, test, train, implement and operate such equipment in relation to Communications Center operations. Additionally, mutual agreements must be reached if a PRC CAD interface is required for such implementation.

3. **Payment**

- (a) City will pay County **\$104,898** for the first year of operation, commencing October 5, 2004 or until increases are determined pursuant to section 2(b). In consideration of the communications services, City will make annual payments to County, with the percentage increase reflecting the labor contract increases for wages of the County personnel.
- (b) City will pay costs associated to pager rental, replacement and damage fees. All costs are pass-through costs borne by the County via the pager provider.
- (c) The amount due to for future years will be determined by negotiated increases in the costs of salaries and benefits of the Communications Dispatcher (series) who perform the work hereunder. The percentage of increases will be calculated and applied to the former year's annual cost. It will be the responsibility of the County to notify the City of any such change as soon as it is approved by the Board of Supervisors. They 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, which shall be determined by County

4. **Contract Term**

The term of this Agreement shall be October 5, 2004 through October 4, 2009, subject to the termination by either party, as stated below, within 180 days written notice.

5. **Schedule**

City shall make the payment for communications and pager rental in quarterly installments due on or before the first day of June, September, December, March of each year.

6. **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

CITY: City Manager
400 Grand Avenue
South San Francisco, CA 94080

7. **Contract compliance.** It is agreed that the County and City will develop a method of communication to ensure contract compliance by both parties (reference Exhibit A). Communications Center Director and the City Fire Chief or their designees shall conduct this communication.

8. **Mutual Indemnification.** County and City agree the County shall indemnify, hold harmless, release and defend City, 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 City. County and City further agree that City 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 City 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 City it 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.

9. **Insurance**

- (a) County and City 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. City 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) County and City shall have in effect, during the entire life of the Agreement, Workers' Compensation (providing full statutory coverage) and employer liability insurance in the amount of one million dollars. Each 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) County and City shall take out and maintain during the life of this Agreement comprehensive liability insurance to cover bodily injury liability and property damage liability to protect them against 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.

10. **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.

11. **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.

12. **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: _____

Mark Church, 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:



Mayor, City Council 
City of South San Francisco

7.15.04

Dated:

Approved as to form

Date: 7/8/2004

By: 

City Attorney

ATTEST:


City Clerk

EXHIBIT A

COUNTY PROVISION OF SERVICES

1. Communications services are described as:
 - (a) County shall provide the City with telephone answering, personnel notification and equipment dispatching, including automated status keeping, and associated activity reports and inquiries. Dissemination of workload and deployment of personnel and the type of personnel is at the sole discretion of the County. The county shall not be responsible for answering any non-emergency, administrative phones belonging to fire department.
 - (b) County shall provide the City with services mentioned in Paragraph (A) above on a twenty four hour basis, three hundred sixty-five days per year basis.
 - (c) County shall ensure that all Fire/EMS Controllers have attended a minimum of 120 hours of initial classroom instruction in Fire Communications procedures and that they remain proficient and capable of providing service that meets or exceeds established standards. Additionally, the County shall ensure a minimum of 24 hours of in-service training annually. The curriculum development and ongoing evaluation for fire dispatch training will be the joint responsibility of the County and the City every 24 months.
 - (d) A service level will be maintained that meets the dispatch need of the City. Communications performance standards shall be commensurate with the agreed upon standards adopted by all other fire agencies in the County. Current indicators of acceptable service, as determined by the County, are; (1) dispatch of high priority - emergency calls within 60 seconds from time of first notification to time of initial unit notification, on average, (2) answer 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 City and the County, twice each year. If for any reason the dispatch service levels provided by the County are unacceptable, the City 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 City about the service and its plan of action.
 - (e) Direct liaison with the City through the County's Fire/EMS Program Manager (or designee) pertaining to overall operational coordination of the Fire/EMS program and its relationship to the communications center.
 - (f) Document and tape reproduction upon request to members of the City 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 a County facility for personnel and equipment described in this agreement.
 - (b) Provide and maintain telephone equipment to accommodate the City 911 and seven digit emergency telephone call volume (emergency back-up hotlines).
 - (c) Provide general business telephone numbers that can be used for official business of the City 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 City agencies on the frequencies designated by the City.
 - (e) Provide recording equipment to log and record incoming and outgoing City incident related radio and telephone transmissions. All radio frequencies or telephone lines used for City 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 City's expense.
 - (h) Maintain a unique incident numbering system for City.
 - (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 City operation.
3. As part of the implementation of said services, 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) Modify necessary existing CAD system files to reflect the City operations
- (c) Any other changes at or after implementation to be made shall be negotiated and mutually agreed upon.

4. The City will be provided with annual reports to include but no limited to:

- a) number of calls processed
- b) apparatus "out of chute" times
- c) number of responses in district
- d) number of responses out of district
- e) number of calls received by individual first responders (ie., Battalion Chief, Engine, Truck)
- f) Runs after 2200 hours

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. Received time: The a PSC dispatcher receives 911 calls for service.
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 code that the incident was closed with.
11. Initial Priority: The 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 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: type of entity (Fire, EMS, Law)
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

In accordance with existing fire communications operations, effective October 5, 2004, 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, **South San Francisco Fire Department**, 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.

In addition, 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 CITY

1. City 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 City fire stations. County shall not be responsible for notifying the City 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) The City shall ensure that the radio equipment is operating in an acceptable manner that is free from static, squelch, and interference.
- (e) Establish a working operational plan upon implementation. Thereafter, the City will work with the County on subsequent operational changes. All changes will be submitted to the County at least 30 days prior to the date the change will be effected. The City and County will work together to determine scope of work and timeline for implementation.
- (f) Maintain a standardized deployment plan for all stations and apparatus belonging to the City. To establish and maintain this plan, the guidelines used by all other fire agencies in the County will be used. This includes but is not limited to the established standardized method of apparatus deployment, identified station ordering and priority stations. The City agrees that if deviation from the plan is desired, that consultation with the PSC Fire Program Manager will be conducted prior to formalizing any change.

RESOLUTION NO. 59-2004

CITY COUNCIL, CITY OF SOUTH SAN FRANCISCO, STATE OF CALIFORNIA

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
COUNTY OF SAN MATEO FOR COMMUNICATION SERVICES
PROVIDED TO THE SOUTH SAN FRANCISCO FIRE
DEPARTMENT

WHEREAS, staff recommends the City enter into an agreement with the County of San Mateo for communication services provided to the South San Francisco Fire Department; and

WHEREAS, funding from the Internal Services Fund will pay for the contracted services provided by the County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South San Francisco that the City Council hereby authorizes an agreement with the County of San Mateo for communication services provided to the South San Francisco Fire Department.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of South San Francisco.

* * * * *

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of South San Francisco at a regular meeting held on the 14th day of July 2004 by the following vote:

AYES: Councilmembers Joseph A. Fernekes, Richard A. Garbarino, and Pedro Gonzalez,
and Vice Mayor Raymond L. Green and Mayor Karyl Matsumoto

NOES: None.

ABSTAIN: None.

ABSENT: None.

ATTEST: Sylvia M. Payne
City Clerk

STATE OF CALIFORNIA § 83
COUNTY OF SAN MATEO §
I, Sylvia M. Payne, City Clerk of the city of South San Francisco, County of San Mateo, State of California, an ex-officio Clerk of the City Council thereof, do hereby certify that the above and foregoing is a full, true and correct copy of
Reso 59-2004
the original of which is on file in my office, and that I have carefully compared the same with the original.