

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

This Agreement is entered into on _____, 2015, by and 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, pursuant to Section 51350 of the California Government Code, City and County may contract for performance of City function by the appropriate officers and employee of the County; 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 of the City 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 compensates County for providing such services as specified herein; 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.
- (b) County will work cooperatively with City to determine the feasibility of dispatching City ambulances on the fire channels as requested by City.

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 CAD interface is required for such implementation.

3. **Contract Term.**

The term of this Agreement shall be October 5, 2014 through June 30, 2019 for a term of four years nine months ("Contract Term"). Beginning July 1, 2019, this contract's term aligns with the term of the Agreement between the County of San Mateo and the San Mateo County Pre-Hospital Care Medical Group JPA. This Agreement is subject to the termination by either party, as stated below, with 180 days written notice.

4. **Payment**

- (a) City will pay County in accordance with the following fee schedule:

	*October 5, 2014-June 30, 2015	FY2015-16	FY2016-17	FY2017-18	FY2018-19
Base Fee	\$101,526	\$138,701	\$145,719	\$150,090	\$157,685
COLA	\$ 4,061(4%)	\$ 4,161(3%)	\$ 4,371(3%)	\$ 4,503 (3% est)	
Operational Expenses (2%)	N/A	\$ 2,857	N/A	\$ 3,092	N/A
Total	\$105,587	\$145,719	\$150,090	\$157,685	

*Prorated costs in column. Fiscal base fee is \$138,701

- (b) City will reimburse County for all costs associated with pager rental, replacement and damage fees in connection with the services provided under this Agreement throughout the term.
- (c) The amount payable to County may be changed if there is a substantial change in job responsibilities of the dispatch staff or an increase in the amount of staff needed to effectively render services, which shall be determined solely by County
- (d) Should City decide to terminate this Agreement on or before June 30th, 2019, and become full fiscal partner with the Pre-Hospital Emergency Medical Care Group (JPA), the City would be responsible for those fees in the anticipated new Agreement between the County and the JPA. If the City chooses to remain solvent during FY18-19 and waive fiscal partnership with the JPA, City agrees to negotiate with County for any and all increases identified by the County for labor cost of living, operating expenses and/or equity increases for the remainder of the term, no later than December 1, 2018

5. **Schedule.**

City shall make payment for services provided under this Agreement and reimbursements for pager rental in pro rata quarterly installments due on or before the first day of June, September, December, March of each year of the term.

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. **Relationship of Parties.**

Both parties agree and understand that the work/services performed by County under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of City or County employees will be affected by this Agreement.

8. **Hold Harmless.**

- A. City shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of City, its officers and/or employees.
- B. County shall defend, save harmless, and indemnify City, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
- C. In the event of concurrent negligence of County, its officers and/or employees, and City, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.
- D. This section shall include, without limitation, any actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including City or County, or damage to property of any kind whatsoever and to

whomsoever belonging.

- E. The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

9. **Assignability and Subcontracting**

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

10. **Insurance.**

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the County Manager's Office of any pending change in the limits of liability or of any cancellation or modification of the policy.

- A. **Worker's Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

- B. **Liability Insurance.** City and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them while performing work covered by this Agreement 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 City's and County's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than:

1. Comprehensive General Liability	\$2,000,000
2. Motor Vehicle Liability Insurance	\$2,000,000

11. **Non-Discrimination.**

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

City and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. City's and County's equal

employment policies shall be made available to either party upon request.

12. Retention of Records.

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or City's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

City and County shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

13. Merger Clause.

This Agreement, including the Exhibits attached hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

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: _____

Warren Slocum, President
Board of Supervisors, County of San Mateo

Dated: June 14, 2016

Mark M. Adelstein

Mayor, City Council
City of South San Francisco

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 Manager's Office/Clerk of the Board

ATTEST:

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 inquires. 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 .
 - (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. If for any reason the dispatch service levels provided by the County are unacceptable, the City shall notify the Public Safety Communications 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 and/or EMS Operations Manager(s) (or designee) pertaining to overall operational coordination of City's fire service operation 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 a period of one year to date and permanently for duration of the contract.
 - (j) Ensure that the existing Computer Aided Dispatch system accurately reflects the City operation.
3. The City will be provided with annual reports as specified by the City or that which is mutually agreed upon by the County and all fire agencies served by the County.

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.
- (d) The City shall ensure that the radio equipment is operating in an acceptable manner that is free from static, squelch, and interference.
- (e) The City will work with the County on 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 Operations Manager will be conducted prior to formalizing any change.