

RESOLUTION NO. 2282

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
EMERGENCY COMMUNICATIONS AND DISPATCH
SERVICES WITH THE COUNTRY OF
MONTEREY**

BE IT RESOLVED BY THE Council of the City of Soledad that the City Manager is hereby, authorized and directed for and on behalf of the Council of the City of Soledad, to execute with the County of Monterey, an agreement for emergency communications and dispatch services in the form and the document hereunto attached, marked Exhibit "A", and by reference made apart hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 11th day of October, 1993, by the following vote:


AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Fred Ledesma

NAYES, Councilmembers: None

ABSENT, Councilmembers: Mayor Pro Tem Fabian Barrera


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

*Before the Board of Supervisors in and for the
County of Monterey, State of California*

Agreements with Participating)
Cities, Fire Districts, the)
Carmel Regional Fire Ambulance,)
and the Monterey Peninsula)
Airport District for Emergency)
Dispatch Service During Fiscal)
Year 1993-94, Approved; Chairwoman)
Authorized to Sign)

Upon motion of Supervisor Perkins, seconded by Supervisor Salinas,
and unanimously carried, the Board hereby:

- 1. Approves and authorizes the Chairwoman to sign the agreements
for continuing the provision of emergency dispatch services for
period July 1, 1993 to June 30, 1994 with the following:

<u>AGREEMENT NO.</u>	<u>AGENCIES</u>
A-06052	DEL REY OAKS, CITY OF
A-06053	GONZALES, CITY OF
A-06054	GREENFIELD, CITY OF
A-06055	KING, CITY OF
A-06056	MARINA, CITY OF
A-06057	MONTEREY, CITY OF
A-06058	PACIFIC GROVE, CITY OF
A-06059	SALINAS, CITY OF
A-06060	SAND, CITY OF
A-06061	SEASIDE, CITY OF
A-06062	SOLEDAD, CITY OF
A-06064	CARMEL HIGHLANDS FIRE DISTRICT
A-06065	CARMEL VALLEY FIRE DISTRICT
A-06066	MID CARMEL VALLEY FIRE DISTRICT
A-06067	NORTH COUNTY FIRE PROTECTION DISTRICT
A-06068	SALINAS RURAL FIRE PROTECTION DISTRICT
A-06069	CARMEL REGIONAL FIRE AMBULANCE (CRFA)

- 2. Approves and authorizes the Chairwoman to sign the following
agreement for provision of emergency dispatch services, for
period November 1, 1993 to June 30, 1994:

<u>AGREEMENT NO.</u>	<u>AGENCIES</u>
A-06409	MONTEREY PENINSULA AIRPORT DISTRICT

PASSED AND ADOPTED this 21st day of September, 1993 by the
following vote, to-wit:

AYES: Supervisors Salinas, Shipnuck, Perkins, Johnsen & Karas.
NOES: None.
ABSENT: None.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey State of California hereby certify that the
foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of
Minute Book 67 on Sept. 21, 1993
Dated: Sept. 21, 1993

ERNEST K. MORISHITA Clerk of the Board
of Supervisors, County of Monterey
State of California

Exhibit "A"

By Anne Arri

Deputy

**EMERGENCY COMMUNICATIONS DISPATCH AGREEMENT
JULY 1, 1993 THROUGH JUNE 30, 1994
COUNTY OF MONTEREY AND CITY OF SOLEDAD**

006062

This Agreement is made and entered into as of the first day of July, 1993, by and between the County of Monterey, a political subdivision of the State of California, hereinafter called the "County", and the city of Soledad, hereinafter called "City"

WITNESSETH

WHEREAS, the City desires to participate in a county-wide emergency communications and 9-1-1 dispatch system; and

WHEREAS, the City desires to contract with the County for all necessary communications and dispatch services for police, fire, and other City emergency services; and

WHEREAS, the County, through its Office of Emergency Services, Public Safety Communications Section, is willing to furnish such services on a mutually agreeable cost sharing plan; and

WHEREAS, the County has previously provided these services by agreement which expires on June 30, 1993; and

WHEREAS, the City, in cooperation with other cities, has prepared a communications study (identified hereinafter as the "Watson Report") which has recommended amendments to the agreement; and

WHEREAS, the City and the County agree to continue reviewing the recommendations of the "Watson Report" during this next fiscal year;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT

- 1 The County and the City agree to a one year agreement under the following terms and conditions for the period July 1, 1993, to June 30, 1994
 - A The County will provide all answering service of the Emergency 9-1-1 telephone number
 - B The County will provide all urgent, non-emergency answering of a secondary seven (7) digit back-up telephone number which would normally result in the dispatch of City Police, Fire, Medical or other Emergency Service response units

After June 30, 1993, the installation and/or answering of any additional non-emergency seven digit phone numbers for the City will be paid for at City's expense as an additional cost not associated with the primary service charges already established under the terms of this Agreement

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- C The County will provide complete dispatch of City Police, Fire, and Emergency medical field units including status reporting and associated activity reports
- D The County will provide urgent or emergency data inquiry responses to City's field units
- E The County will provide after hour dispatch of City's Public Works crews or units in accordance with operating procedures mutually agreed to by City and County
- F The County, as part of this cost sharing agreement, will provide and maintain all necessary consoles and associated dispatch equipment in each center, including any radio equipment which is common to all users. All other mobile, base and remote radio and data equipment and terminals designed to serve City only, shall be provided and maintained at City's expense
- G The level of service to be provided to the City shall be that level necessary for the proper functioning of City Police, Fire and other Emergency Services, and shall be equal to that level of service provided by said Office of Emergency Services to similar County and other public safety services
- H For all aforementioned services the City shall pay the County on a semi-annual basis, on or before December 31st and June 30th of each year, a sum derived by the following formula
- A -- Total Annual Cost of Dispatch Service (Source Monterey County Auditor's Cost Allocation Plan for current year)
- B -- Less any Amount Paid by the State of California to the County for emergency 9-1-1 operation
- C -- Less Any Amount Paid by Other Political Entities to the County for Direct Dispatch Service
- D -- Equals Net Cost Subject to Percentage Distribution
- E -- Total Assessed Valuation of the County of Monterey less Cities not receiving Direct Dispatch (Source "Tax Rates and Information for Immediate Past Fiscal Year-Less Exclusions")
- F -- Total population of the County of Monterey Less Cities not Receiving Direct Dispatch (Source State of California Department of Finance Data for Past Fiscal Year not necessarily certified by City)

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- G -- Activity Total for all Police, Fire, Special Emergency and other Emergency Response Units, (Source Activity total compiled by County Office of Emergency Services, including dispatch totals and data inquiries)
- H -- Assessed Valuation of City (Same Source as for Total)
- I -- Population of City (Same Source as for Total)
- J -- Activity Total for City Police and Fire (Same Source as for Total)
- K -- City Net Percentage (Derived by applying equal weight to City percentage of Assessed Valuation, City Population, and City Activity)
- L -- Annual Charge to City (Total Cost Multiplied by City Net Percentage)

Contract Cost Allocation Formula.

$$A - B - C = D \quad \frac{H + I + J}{E \quad F \quad G} \text{ Divided by } 3 = K \quad D \times K = L$$

Payments not made within 60 days of the due date are delinquent, subject to an interest charge of 75% per month, and to offset from any monies payable to the City by the County from any source whatsoever, including distribution of tax revenues

- I The County agrees to work closely with City departments to insure appropriate levels of dispatch and service. All procedures will be developed on a mutually agreeable basis. It is mutually agreed that all complaints will be promptly investigated and responses will be made to the other agency in a due and timely fashion.
- 2 The County and the City agree to the formation of an Emergency Communications Users' Council to assist in the policy direction of the joint emergency communications and dispatch services of the County Office of Emergency Services. It is understood that this Council will be advisory only and that the County would have full responsibility for the communications operations.

However, the intended purpose of the Council is to provide the primary users of the system the opportunity to provide policy direction on appropriate matters pertaining to financing, operations, service levels, equipment, and facilities of the system. It is agreed the terms of reference for the Users' Council would be as follows

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- A Membership The Users' Council would consist of five City Managers, and/or their designated representatives, to be appointed by the Monterey County Mayors' Association for one year terms. One member from Salinas, one member from South County, one member from the South Monterey Peninsula area (Monterey - Pacific Grove - Del Rey Oaks), one member from the North Peninsula area (Seaside - Marina - Sand City), and one member at large. Other members may be added by mutual agreement of the City and the County. The County Administrative Officer and the Deputy Director of Emergency Services will be ex-officio members of the Users' Council.
- B Duties The Users' Council will be advisory to the County Administrative Officer, the Deputy Director of Emergency Services, the County Board of Supervisors and the cities in Monterey County. The Council will
- 1) Advise the County on all matters pertaining to budget and operating policies which impact cities. The intent is to provide cities with advisory input into the process.
 - 2) Meet at least quarterly to receive reports from the County Administrative Officer on all policy matters pertaining to budget, personnel, equipment, or financial items which impact costs to cities. The Users' Council may review items presented by the County or initiated by the cities.
 - 3) Review and comment on the proposed fiscal year budget as it impacts costs to users.
 - 4) Appoint a five member technical committee of police, fire, and emergency service personnel to advise the Users' Council on technical issues. The Technical Committee may meet as appropriate to discuss issues and to offer recommendations. However, all recommendations will be submitted to the Users' Council for review and appropriate action.
- C The purpose of the Users' Council is to establish an effective method of communication between the system users and the County. Inherent in this approach is the understanding that the formal structure will enable the County to work with one set of City officials so clear direction and coordination can be obtained in the implementation of emergency services.
- D It is further agreed that the Users' Council will be the group assigned to review and consider implementation of the recommendations contained in the Cities' Communications Study ("Watson Report") dated March, 1992.

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- 3 The County and the City agree to meet at least monthly during this next fiscal year to work on the following tasks
- A The parties agree to jointly fund and complete the performance of a "workload analysis" of County Emergency Communications Dispatch to provide a basis for a revised cost sharing formula. The intent of the analysis is to assist in the development of an equitable cost sharing formula in which all system users pay an appropriate share of system costs
- The parties shall mutually agree to select and retain a qualified, independent, third party consultant to undertake the workload analysis and to advise all parties. County and City agree to share in the costs of this analysis on the basis of the "service populations" of each city and the County. Service populations as defined by the State Department of Finance, less exclusions
- The scope of work that contract shall be defined by the mutual agreement of the parties to this Agreement; but the scope of work shall at least include a "time and motion" study to assist the parties in assessing the efficacy and efficiency of current emergency communications dispatch and in allocating its costs
- B Develop an equitable cost sharing formula for all users of the system
- C Identify, define, and develop a reporting system for cost factors attributable to the operations of the Public Safety Communications for its contract services
- D Establish a timetable to review all recommendations in the Cities' Communications Study ("Watson Report") and to implement as mutually agreeable
- E Prepare a new County and City agreement for the 1994-95 fiscal year with appropriate modifications. The agreed goal is to complete the tasks specifically listed by May 1, 1994
- 4 The County and the City agree to participate in discussions relating to the potential establishment of a communications Joint Powers Authority (JPA). Such discussions will minimally involve
- A Investigation of potential for establishing a JPA involving all current consolidated communications system user agencies
- B Investigation of potential cost savings associated with the formation of an independent communications JPA
- C Investigation of alternative funding methods for operating a communications JPA

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- 5 County hereby agrees to indemnify and save harmless City, its officers, agents, and employees of and from any and all claims, demands, judgments or decrees made or rendered against City, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused solely by the negligent act or omission of County under this agreement

Further, as to such acts or omissions, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings that may be brought or instituted by third parties against City, its officers, agents or employees or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against City, its officers, agents or employees in any such suit, action, or other legal proceedings

City hereby agrees to indemnify and save harmless County, its officers, agents, and employees of and from any and all claims, demands, judgments, or decrees made or rendered against County, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused solely by the negligent act or omission of City under this agreement

Further, as to such acts or omissions, City at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings that may be brought or instituted by third parties against county, its officers, agent or employees or any such claim or demand, and shall pay and satisfy any judgment or decree that may be rendered against County, its officers, agents or employees in any such suit, action, or other legal proceedings

- 6 After May 31, 1994, but prior to 12 00 p m on June 30, 1994, the City or the County may terminate this agreement upon prior written notice to the other. A one time contract extension will become effective upon issuance of this notice of intent to discontinue participation in the Consolidated Communications System. The contract extension will be for a period of one (1) year. *The existing cost allocation formula will remain in effect for the City during the one year extension period*

Should no agreement be reached by 12 00 p m midnight on June 30, 1994, and neither the County nor the City have submitted a written notice of intent to terminate, the existing agreement shall automatically be extended for a one (1) year period, and this agreement shall terminate at 12 00 p m midnight on June 30, 1995. Cost allocation terms for the City during this automatic extension period shall remain the same as for the initial contract period

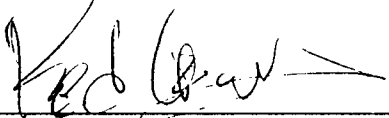
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Whether as a result of formal termination on the part of either the City or the County, or due to the automatic termination provision of this agreement, no service shall be given or charged after 12 00 p m midnight of June 30, 1995

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year first hereinabove written

City of Soledad

County of Monterey

By 

By 