

RESOLUTION NO 2511

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
COUNTY OF MONTEREY

BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby, authorized, for and on behalf 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 a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 5th day of June, 1996, by the following vote:

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

NOES, Councilmembers: None

ABSENT, Councilmembers: None


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,)
 the Monterey Peninsula Airport)
 District, and California State)
 University Monterey Bay for)
 Emergency Dispatch During Fiscal)
 Year 1995-96, Approved; Chairperson)
 Authorized to Sign.)



Upon motion of Supervisor Karas , Seconded by Supervisor Perkins , and unanimously carried, the Board hereby.

- Approves and authorizes the Chairperson to sign the agreements for continuing the provision of emergency dispatch services for the period July 1, 1995 to June 30, 1996 with the following:

| <u>AGREEMENT NO.</u> | <u>AGENCIES</u> |
|----------------------|--|
| A-07122 | DEL REY OAKS, CITY OF |
| A-07123 | GONZALES, CITY OF |
| A-07124 | GREENFIELD, CITY OF |
| A-07125 | KING, CITY OF |
| A-07126 | MARINA, CITY OF |
| A-07127 | MONTEREY, CITY OF |
| A-07128 | PACIFIC GROVE, CITY OF |
| A-07129 | SALINAS, CITY OF |
| A-07130 | SAND, CITY OF |
| A-07131 | SEASIDE, CITY OF |
| A-07132 | SOLEDAD, CITY OF |
| A-07133 | CARMEL HIGHLANDS FIRE DISTRICT |
| A-07134 | CARMEL VALLEY FIRE DISTRICT |
| A-07135 | MID VALLEY FIRE DISTRICT |
| A-07136 | NORTH COUNTY FIRE PROTECTION DISTRICT |
| A-07137 | SALINAS RURAL FIRE PROTECTION DISTRICT |
| A-07138 | CARMEL REGIONAL FIRE AMBULANCE (CRFA) |
| A-07139 | MONTEREY PENINSULA AIRPORT DISTRICT |
| A-07140 | CALIFORNIA STATE UNIVERSITY MONTEREY BAY |

PASSED AND ADOPTED this 9th day of July, 1996 by the following vote, to-wit.

AYES: Supervisors Salinas, Pennycook, Perkins, Johnsen and 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 68 on July 9, 1996
 Dated: July 9, 1996

Exhibit "A"

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

By Nancy Ruperbell Deputy

Agreement No A-07132

EMERGENCY COMMUNICATIONS DISPATCH AGREEMENT

JULY 1, 1995 THROUGH JUNE 30, 1996

COUNTY of MONTEREY and CITY of SOLEDAD

This Agreement is made and entered into as of the first day of July, 1995, by and between the County of Monterey, a political subdivision of the State of California, hereinafter call the "County," and the city of Soledad, hereinafter call the "City "

WITNESSETH

WHEREAS, the City desires to participate in a county-wide public safety communications and emergency 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 and able to furnish such services on a mutually agreeable cost sharing plan; and

WHEREAS, the County has previously provided these services by agreement which expires June 30 1995, and

WHEREAS, the City, in cooperation with other cities

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT

1. The County and City agree to a one year agreement under the following terms and conditions for the period July 1, 1995, to June 30, 1996.

- 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
- 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 the 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

*** 1 ***

mutually agreed to by the City and County

- F The County, as part of this cost sharing agreement, will provide and maintain all necessary consoles and associated radio dispatch equipment located in each communications center, including any radio equipment which is common to all system users. All other mobile, base, and remote radio and data transmission equipment and terminal designed to serve the City exclusively, shall be provided for 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 the aforementioned services, the City will pay the County, on a semi-annual basis, on or before December 31 and June 30 of each year, that portion of a sum derived after the application of County of Monterey Proposition 172 funding to the total charges incurred by all cities party to this agreement, and determined by a formula mutually agreed upon by all cities party to this agreement. The County will be notified of said distribution on or before 1 December of each year. The following formula depicts this application
- A -- Total Annual cost of Dispatch Service (Source: Monterey Auditor's Cost Allocation Plan for current year)
- B -- Less any Amount Paid by the State of California to the County of emergency 9-1-1 operations
- C -- Less any Amount Paid by Other Political Entities to the County for Direct Dispatch Service
- D -- Less any Amount Paid by the County from County of Monterey Proposition 172 Funds
- E -- Equals Net Cost Subject to Distribution by Cities' Mutually Agreed Upon Formula

Contract Cost Allocation Formula:

$$A - B - C - D = E$$

In the event that the cities do not agree upon a mutual formula for distribution of the aggregate cities' share of dispatch costs, the formula set forth in previous contracts with the cities will be used to determine the individual city's share

Payments not made within 60 days of the due date are delinquent, subject to an interest charge of 75% per month, and to offset 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 ensure appropriate levels of dispatch service. All procedures related to City dispatch operations will be developed on a mutually agreeable basis. It is mutually agreed that all complaints will be promptly investigated, and that response will be made to the other agency in a due and timely manner.

2 The County and the City agree to the formation of an Emergency Communications Users Advisory Council to assist in formulation of the policies governing the joint emergency communications and dispatch services provided by the Monterey County Office of Emergency Services. It is understood that this council will be advisory in nature only.

The intended purpose of the Users' Advisory Council is to provide the primary users of the public safety communications system the means to participate in the generation of policy direction on appropriate matters pertaining to fiscal, operational, service level, equipment, and facilities matters relating to the system. It is agreed that the terms of reference for the council will be as follows:

A Membership. The Users' Advisory Council will consist of eleven members and two ex-officio members, to be appointed as follows:

(1) Four City Managers or their designated representatives. The four City Managers will include one representative each from the City of Salinas, the South County cities (Gonzales, Soledad, Greenfield, and the City of King), the Southern Monterey Peninsula Area (Monterey, and Pacific Grove), and the Northern Monterey Peninsula Area (Seaside, Marina, Del Rey Oaks, and Sand City). Representatives will be designated by the Monterey County City Managers Association.

(2) Three Fire Chiefs or their designated representatives. The three Fire Chiefs will include one representative each from a city fire department, a fire district, and one representative selected at large. Representatives will be designated by the Monterey County Fire Chiefs Association.

(3) Three Law Enforcement/Police Chiefs or their designated representatives, to include the Monterey County Sheriff, one police chief from the Monterey Peninsula Area (Monterey, Seaside, Pacific Grove, Marina, Del Rey Oaks, and Sand City), and one police chief from the Salinas Valley Area (Salinas, Gonzales, Soledad, Greenfield, and the City of King). Representatives will be designated by the Monterey County Chief Law Enforcement Officers Association.

(4) The Administrator of the Monterey County Emergency Medical Services Agency or his/her designated representative.

(5) Representation will be distributed so that no more than two representatives will be designated from any one political entity.

(6) The County Administrative Officer and the Emergency Services Manager will serve as ex-officio members of the Users' Advisory Council.

(7) Other members may be added to the Users' Advisory Council subject to the mutual consent of the county and the majority of the designated members of the council

B Duties. The Users' Advisory Council will serve in an advisory capacity to the County Administrative Officer, the Emergency Services Manager, and all public safety communications users within Monterey County. The Council will

(1) Advise the county on all matters pertaining to fiscal and operating policies which affect users. The intent of this provision is to provide user agencies with advisory input into the system's budgeting process

(2) Meet at least quarterly to receive reports from the County Administrative Officer on all policy matters pertaining to budget, personnel, equipment, or fiscal issues which could affect costs to participating user agencies. The Users' Advisory Council may review items presented by the county or initiated by user agencies

(3) Appoint a five member technical committee of police, fire, emergency service, and telecommunications personnel to advise the User's Advisory Council on technical matters. The Technical Committee may meet as appropriate to discuss issues and to offer recommendations to the Users' Advisory Council for appropriate action

C Purpose. The purpose of the Users' Advisory 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 representatives of the user agencies to achieve clear policy direction and consistent coordination regarding emergency dispatch services.

3. The county and the city through its appointed representative on the Users' Advisory Council, agree to meet at least monthly during this next fiscal year to work on the following tasks

A Development of an equitable cost sharing formula for all users of the system

B Identify, define, and develop a reporting system for cost factors attributable to the functioning of the Public Safety Communications operation for contracted services

C Prepare an updated county and user agency agreement for fiscal year 1996-97

4 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, agents or employees, or any such claim or demand, and shall pay and satisfy any judgment or decrees that may be rendered against County, its officers, agents, or employees in any such suit, action, or other legal proceedings

5 Without limiting City indemnification, City shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein

A Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence

B Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence

C Worker's Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$100,000 per occurrence

In the event City is lawfully self-insured in any or all of the aforementioned insurance areas, a letter certifying those areas of coverage, and in the minimum amounts as set forth in this contract, shall be furnished by City to County's Risk Management Division prior to execution of this Agreement

Except with respect to Worker's Compensation insurance, each policy shall provide an endorsement naming County of Monterey, its officers, agents, and employees as additional insureds, and shall provided that such insurance is primary to any other insurance named by the County

6 The City or the County may terminate this Agreement upon ninety

(90) days prior written notice to the other No service shall be given or charged after 12.00 midnight of the 90th day after actual delivery of the written notice The count of days begins the day after the day of actual delivery of the notice

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

City of Soledad

County of Monterey

By *Bve*
Belinda B Espinosa, City Manager

By *Edith Johnson*