



COUNTY OF SANTA CRUZ

OFFICE OF EMERGENCY SERVICES

495 UPPER PARK ROAD, SANTA CRUZ, CA 95065

(831) 458-7150 FAX: (831) 458-7139

MICHAEL J. DEVER, ADMINISTRATOR

mike.dever@co.santa-cruz.ca.us

November 28, 2006

AGENDA: December 12, 2006

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

**SUBJECT: AGREEMENT BETWEEN SCCECC AND SANTA CRUZ COUNTY FIRE FOR
PRE-ALERTING AND INCIDENT NOTIFICATION SERVICES**

Members of the Board:

The County Fire Department has negotiated an agreement with Santa Cruz Consolidated Emergency Communications Center (SCCECC) for Pre-Alerting and Incident Notification Services. The new agreement, effective January 1, 2007, was approved by the SCCECC Board at their October 26, 2006 meeting.

Currently, when an emergency call is made relating to fire and/or medical calls in the County Fire's area of jurisdiction, the call is routed to the California Department of Forestry's (CDF's) Emergency Command Center (ECC). The appropriate County Fire resources are then dispatched to respond to the call. Under the terms of the agreement, the SCCECC will announce the general location and general incident information concurrently with routing the call to the ECC. This will provide the volunteer agencies with a "pre-alert" one to two minutes ahead of the dispatch, allowing the volunteers to head to the stations. There is a one-time start-up cost associated with the development of geographic response files and data base configuration in the amount of \$5,750. The initial annual charge is \$11,100 and is indexed annually thereafter based on the regional Consumer Price Index. Appropriations for this agreement have been included in the fiscal year 2006-07 County Fire budget.

It is therefore RECOMMENDED that your Board:

1. Approve the attached Agreement between Santa Cruz Consolidated Emergency Communications Center and Santa Cruz County Fire for Pre-Alerting and Incident Notification Services for an annual amount of \$11,100; and
2. Authorize the Emergency Services Administrator to execute the agreement on behalf of County Fire.

Very truly yours,



Michael J. Dever
Emergency Services Administrator

RECOMMENDED



SUSAN A. MAURIELLO
County Administrative Officer

MD:BL

Attachments: Agreement
ADM-29

cc: County Fire Chief Ferreira
County Fire Department Advisory Commission
Santa Cruz Consolidated Emergency Communication Center

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

FROM: Office of Emergency Services (Department)
BY: [Signature] 11/28/06 (Signature) 11/28/06 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Santa Cruz County Fire (Department/Agency)
and Santa Cruz Consolidated Emergency Communications Center (Name/Address)

2. The agreement will provide Pre-Alerting and Incident Notification Services

3. Period of the agreement is from Jan 1, 2007 to December 31, 2007

4. Anticipated Cost is \$ 11,100 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: plus \$5,750 initial startup costs

5. Detail: On Continuing Agreements List for FY _____, Page CC-_____, Contract No: C063520 OK 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 304100 (Index) 4105 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AID-60

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: C063520

By: [Signature] Date: 11/29/2006
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Emergency Services Administration (Dept/Agency Head) to execute on behalf of the County Fire Dept

Date: _____ By: [Signature] (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was a p
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110
18 Auditor Description \$ _____ / _____
Amount Index Sub object User Code

**AGREEMENT BETWEEN SANTA CRUZ CONSOLIDATED EMERGENCY
COMMUNICATIONS CENTER AND
SANTA CRUZ COUNTY FIRE
FOR PRE-ALERTING AND INCIDENT NOTIFICATION SERVICES**

This Agreement is entered into on October 26, 2006, between the SANTA CRUZ CONSOLIDATED EMERGENCY COMMUNICATIONS CENTER, a joint exercise of powers agency organized and existing under the laws of the State of California by the County of Santa Cruz and the Cities of Capitola, Santa Cmz and Watsonville, hereinafter referred to as the "Center" and the SANTA CRUZ COUNTY FIRE hereinafter referred to as the "County Fire".

W I T N E S S E T H

WHEREAS, it is beneficial for the Center to provide consolidated and coordinated public safety communications and dispatch services to all Santa Cmz County public safety agencies; and

WHEREAS, County Fire has requested the Center to provide zone based pre-alerting and notification services for fire and medical related incidents in their area of jurisdiction; and

WHEREAS, County Fire has requested the Center to create and maintain computerized files and geographical data bases to support pre-alerting and notification of specific responders via radio and paging systems approved by the Center; and

WHEREAS, the Center is willing to provide such services provided that County Fire reimburses the Center for all costs incurred in providing 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 Center and County Fire as follows:

1. Term. This Agreement shall commence on January 1, 2007 and continue until terminated by either party in accordance with Section 4., Termination.

2. Obligations of the Parties.

(a) The Center will provide incident pre-alerting and notifications services to County Fire as set forth in EXHIBIT A, attached hereto and incorporated herein by reference.

(b) In consideration for the services provided by the Center, County Fire shall make payments as provided in Paragraph 3 below, and establish procedures, and provide personnel and/or facilities as set forth in EXHIBIT B, attached hereto and incorporated herein by reference.

3. Payment.

(a) County Fire agrees to pay the Center for services commencing on January 1, 2007, the annual sum of ELEVEN THOUSAND ONE HUNDRED DOLLARS (\$11,100.00) payable in bi-annual installments of FIVE THOUSAND AND FIVE HUNDRED AND FIFTY (\$5,550.00) in advance on or before the first day of each February and August during the term of this Agreement.

(b) Unless otherwise agreed, the annual payment sum described in Paragraph 3 (a) payable to and including December 31, 2007 shall be adjusted on the first (1st) day of January 2008, and thereafter on each subsequent January 1 during the term of this Agreement, with said adjustment to be determined according to the following computation: The basis for adjustment in annual payment sum is the Consumer Price Index for All Consumers for the San Francisco-Oakland-San Jose Metropolitan Area based on the standard reference base of 1982-1984 = 100, as published by U.S. Department of Labor's Bureau of Labor Statistics (ACPI@), adjusted to the publication date which is published before, but nearest each first (1st) day of September prior to the January 1 annual payment sum computation. If for any reason said Index is not available, the said Consumer Price Index for the United States shall be used.

(c) County Fire agrees to reimburse the Center for the one-time start-up costs associated with the development of geographic response files and data base configuration in the

amount of FIVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$5,750.00) within thirty (30) days of receipt of the Center's invoice.

4. Termination. This Agreement may be terminated by either party, providing that the terminating party notifies the other in writing of its intent to terminate this Agreement at least ninety (90) days prior to the effective date of termination.

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, provided that 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.

Authority: General Manager
 Santa Cruz Consolidated Emergency
 Communications Center, JPA
 495 Upper Park Road, Santa Cruz, CA 95065

District: Fire Chief
 Santa Cruz County Fire/CDF
 P. O. Drawer F-2
 6059 Highway 9
 Felton, CA 95018

6. Mutual Indemnification. It is agreed that the Center shall defend, hold harmless, and indemnify County Fire, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement and which results from the negligent act or omissions of the Center, its officers, and/or employees.

It is further agreed that County Fire shall defend, hold harmless, and indemnify the Center, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement and which results from the negligent act or omissions of County Fire, its officers, and/or employees.

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

In the event of a dispute between the Center and County Fire as to indemnification, the payment of monies or apportionment of fault, as specified herein, the parties agree to select an arbitrator and be bound by the determination of the arbitrator. If the parties cannot agree on the selection of an arbitrator, they shall contact the Santa Cruz County Arbitration Administrator pursuant to Cal. Rules of Court 1617, and select an arbitrator from the randomly selected list of names provided, and shall be entitled to preemptory challenges as specified in Cal. Rules of Court 1605.

The arbitration shall be conducted according to Cal. Rules of Court 1600 st. seq., which governs Judicial Arbitration Rules for Civil Cases. The findings of the arbitrator shall be binding on all parties to the arbitration.

The duty of the Center and County Fire 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.

7. Insurance.

(a) Each party shall furnish the other with certificates of insurance evidencing the required coverage and there shall be a contractual liability endorsement extending coverage to include the contractual liability assumed by this Agreement. These certificates shall specify or be endorsed to provide that a thirty (30) day notice must be given, in writing, to the other party of any pending change in the limits of liability or of any cancellation or modification of the policy.

(b) Each party shall have in effect, during the entire life of this Agreement, Workers' Compensation and employer liability insurance providing full statutory coverage. Each party 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.

(c) Each Party shall take out and maintain during the entire life of this Agreement such bodily injury liability and property damage liability insurance, or a qualified program of self-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 the Agreement. Such insurance shall be bodily injury and property damage and shall include comprehensive liability of at least **\$ 2,000,000.00**.

(d) In the event of a breach of any provisions of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the non-breaching party 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 or obligations pursuant to this Agreement.

8. Inspection of Records. All records, books, reports, and documentation maintained by Center related to performance under the Agreement shall be open for inspection by the Department upon demand at reasonable times.

9. Merger Clause. This Agreement, including the attached EXHIBITS "A" and "B" 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.

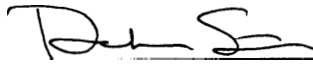
IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in the Agreement first above written.

Dated: _____

 _____

Board Chairperson
Santa Cruz Consolidated Emergency
Communications Center

APPROVED AS TO FORM:

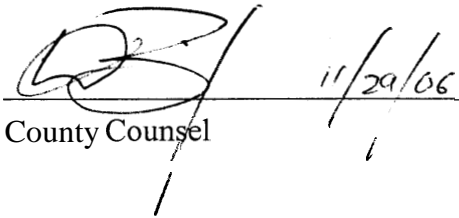
 _____

Attorney for the Authority

Dated: _____

Emergency Services Administrator
Santa Cruz County

APPROVED AS TO FORM:

 _____
County Counsel

CENTER PROVISION OF SERVICES

1. Pre-Alerting and Notification Services are described as voice and electronic transmitting of fire or medical incident information received by the Center relating to immediately occurring fire and/or medical calls in County Fire's area of jurisdiction.

2. In providing services, the Center shall:
 - (a) announce the general location and general incident information over a mutually approved radio frequency simultaneously with the dispatch of other responders under the dispatch control of the Center.

 - (b) electronically notify specific County Fire responders via a mutually approved paging system simultaneously with the dispatch of other responders under the dispatch control of the Center.

 - (c) provide voice recording equipment to log and record pre-alert and notification transmissions made by the Center.

 - (d) maintain detailed incident records "on-line" for at least 180 days and permanently for 3 (three) years.

 - (e) build, maintain, and modify computerized files within the Center's Computer Aided Dispatch (CAD) system for the purposes of recommending zone based pre-alerts (for three distinct zones) and notifications to County Fire Units under this agreement.

 - (f) coordinate and administer County Fire established paging account with a mutually approved paging provider to include adding, deleting, replacing, configuring and otherwise managing all operational and maintenance details.

 - (g) develop and maintain (from County Fire provided sources) a tabular listing of streets and address ranges sorted by zone as required to establish separate Master Street Address Guide (MSAG) zones for proper Automatic Location Information (ALI) display.

 - (h) Upon mutual agreement, certain devices may be directly connected to the CAD system. These devices may include (but are not limited to) leased phone lines, terminals, PC's, printers, modems, multi-plex devices, etc. All costs associated with these devices are the responsibility of County Fire. The Center shall provide and coordinate services for these devices and County Fire shall reimbursement such costs to the Center.

EXHIBIT B
COUNTY FIRE OBLIGATIONS

0140

1. County Fire shall:

- (a) submit written plans, maps and other documentation in accordance with Center standards as required to build, support and maintain County Fire automated files within the Center's Computer Aided Dispatch (CAD) system and the AT&T Master Street Address Guide (MSAG).
- (b) establish an account with a mutually approved paging provider and be directly responsible for all billing fees, rental charges and other costs associated with maintaining such an account. Cooperate with the Center in their efforts to coordinate and administer the account.
- (c) Reimburse the Center on an "as billed" basis for all costs associated with County Fire's mutually agreeable implementation of devices directly connected to the CAD system. These devices may include (but are not limited to) leased phone lines, terminals, PC's, printers, modems, multiplex devices, etc.