

**AGREEMENT BETWEEN SANTA CRUZ REGIONAL 9-1-1 AND
THE COUNTY OF SAN BENITO
FOR COMMUNICATIONS SERVICES**

This Agreement is entered into on _____, 2016 between SANTA CRUZ REGIONAL 9-1-1, 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 Cruz and Watsonville, hereinafter referred to as "Center" and the COUNTY OF SAN BENITO, hereinafter referred to as "County".

W I T N E S S E T H

WHEREAS, it is beneficial for the Center to provide consolidated public safety communications services to Santa Cruz and San Benito County agencies; and

WHEREAS, the County has requested the Center to provide public safety communications services; and

WHEREAS, the Center is willing to provide such services provided that the County 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 the County as follows;

A. Term. The term of this Agreement shall be from July 1, 2016 through June 30, 2017 and shall be automatically renewed for three (3) successive one (1) year periods unless terminated in accordance with Paragraph G, Termination. Renewal shall be upon the same terms and conditions as set forth herein; except that the annual payments by the City shall be in accordance with the Payment Terms and Schedule as set forth in EXHIBIT A (Authority Policy No. 332 – *Revenue*), attached hereto and incorporated herein by reference.

B. Definitions.

1. Public Safety Communications Services includes Basic Communications Services and Discretionary Communications Services:

- a. Basic Communications Services are defined as:

- i. Complete radio transmitting and receiving services required for rapid and efficient dispatch of public safety resources;
 - ii. Telephone and 9-1-1 answering services for urgent, emergency, and non-emergency calls pertaining to the Center's ability to provide public safety and Emergency Medical Services (EMS) dispatching 24 hours per day, 7 days per week and answering for other emergency related matters during non-business hours. Examples of Telephone services not included in Basic Communications Services are, and are not limited to, Records, Investigations, general information types of telephone calls;
 - iii. The beneficial use of a Computer Aided Dispatch System (CAD) consisting of hardware and specialized software components that provide automatic status keeping, geographical referencing, system status management, unit recommendations, and other significant public safety capabilities including a Management Information System (MIS);
 - iv. Common network support services associated with devices directly connected to the CAD system and the maintenance coordination thereof;
 - v. Provisions for, and 24-hour access to, a standard (SQL database format), automated file of CAD data to include, but not limited to, closed incident dispatch data; and
 - vi. Configuration and coordination for County-owned devices that may be directly connected to the CAD system in order that the County may have on-line CAD access. These devices may include (but are not limited to) leased phone lines, terminals, PC's, printers, modems, multiplex devices and paging interface.
- b. Discretionary Communications Services are defined as any services not contemplated in Basic Communications Services defined above. For example, (1) the direct transfer of CAD data from the Center provided in a standard SQL database format to a records management system, or (2) interfacing mobile data computers to the CAD system for real-time status and call information.

C. Obligations of the Center.

1. The Center will provide Public Safety Communications Services to the County in the following manner:

- a. Provide working space and facilities at the Center for the personnel and equipment described in this Agreement;
- b. Provide and maintain telephone equipment to accommodate 9-1-1 and seven-digit emergency telephone volume;
- c. Provide a general business telephone number that can be used for official business in order for the County to communicate directly with the public safety dispatcher;
- d. Provide radio console and control equipment and connections to effect radio transmissions from and between the Center and the County on frequencies which are mutually acceptable;
- e. Provide recording equipment to log and record incoming and outgoing public safety related radio and telephone transmissions/incidents;
- f. Serve as the County Public Safety Answering Point (PSAP) for 9-1-1 emergency service, in accordance with the rules, policies and regulations of the State of California 9-1-1 program;
- g. Maintain incident and case numbering systems unique to the County;
- h. Maintain detailed incident records "on-line" for at least 180 days and permanently for 3 years;
- i. Jointly share with the County the responsibility for developing and maintaining the County's public safety and EMS layers of an automated geographical file needed for accurate CAD dispatching as follows:
 - i. Center shall provide a process by which the County shall define such geographical data;
 - ii. The County shall be responsible to define such geographical data as Beat Structures, Travel Routes, and Response Boundaries;
 - iii. The County shall ensure prompt, written notification to the Center of updated information and/or requests for file modifications;

- iv. Center shall ensure modification and update of CAD files no later than seven (7) calendar days of such written notification; and
- v. Measure the Center's performance based upon the performance guidelines as specified in the Center's Policy and Procedure manual, through the application of an on-going Quality Improvement process.
- j. Ensure that all EMS dispatchers have attended and successfully completed a minimum of 56 hours of initial classroom instruction in Emergency Medical Dispatching (EMD), EMS Communications, and County-provided System Status Management and Specialized Ambulance Deployment procedures. The portion of the EMS training program related to system status management and ambulance deployment shall be a minimum of 16 hours;
- k. Comply with the elements and principles of the written EMS System Status Management Plan as supplied and periodically updated by the County;
- l. Allow on-site access to the Center at all times by designated County representatives;
- m. Adhere to the instructions or commands of the on-duty public safety supervisor or County Management Representative regarding public safety incidents or operations;
- n. Provide a direct line of communication with the County's Executive Management Representative regarding matters such as inter-personal working relationships or other matters or disagreements which cannot be appropriately resolved through normal operational and/or Quality Improvement channels;
- o. Submit to mutually agreeable and routine technical audits on the CAD, Radio-Telecommunications systems, timekeeping devices and associated interfaces to ensure accuracy of operation;
- p. Maintain synchronization of all timekeeping components within the Center that are necessary for event review. Upon written request by the County, provide the County with periodic evidence of synchronization; and

- q. Timely notify County Managers and/or Administrators of events and/or circumstances as mutually defined and established by policy.
Administratively investigate instances in which notification was not accomplished in accordance with established time frames.

D. Obligations of the County.

1. The County shall;

- a. Provide at its own facility, personnel and/or arrangements to answer and coordinate incoming business and other non-dispatch related calls during business hours (i.e., 8:00 AM - 5:00 PM, Monday through Friday except on Holidays); during after hour periods, the County will provide a recording for its business telephone lines which will inform callers that emergency and/or urgent calls should be directed to 9-1-1 and that non-dispatch, business calls should be made on the following business day;
- b. Jointly share with the Center in the responsibility for developing and maintaining the Law and Fire/EMS layers of an automated geographical file needed for accurate CAD dispatching by providing prompt, written notification to the Center of updated information and/or requests for file modification and providing written definitions of travel routes, response boundaries, and any other information required to ensure quality Public Safety Communications Services;
- c. The on-duty Law or Fire/EMS Field Supervisor will be designated and available to the on-duty County dispatcher as the Plan Manager to whom specific plan and deployment questions may be routed and who will have final authority over immediate plan variations and exceptions. Changes to the plan which are anticipated for longer than the immediate shift in question will be authorized by the County's Law or Fire/EMS Operations Director or his/her designee;
- d. Pay costs associated with devices directly connected to the CAD system, which may include purchase, maintenance and recurring costs;
- e. Pay costs associated with the discretionary development of any specialized software interface(s) designed to transfer CAD data to the County's computer systems;

- f. Participate in the Center developed Quality Improvement (QI) program by assisting in the development of dispatch performance standards and providing performance feedback, specifically as it relates to execution of coverage plans;
- g. Provide a direct line of communication with the Center's General Manager regarding matters such as inter-personal working relationships or other matters or disagreements which cannot be appropriately resolved through normal operational or Quality Improvement channels;
- h. Participate in the Center's Law and Fire/EMS Users' Executive Committees and Users' Committee to provide input with Center Users to the dispatch operation and Board of Directors;
- i. Participate in the Center's Law and Fire/EMS Task Teams to review and establish dispatch protocols that are recommended to the Users' Committees;
- j. Supply written EMS system status management plans (which at a minimum, should include maps, lists, posting locations and priorities, coverage concepts, goals and techniques, and compliance criteria) to the Center by which EMS dispatchers will dispatch, deploy and control ambulances. The County will also make adjustments to these plans as needed;
- k. The on-duty Field Supervisor will be designated and available to the on-duty EMS dispatcher as the Plan Manager to which specific plan and deployment questions may be routed and which will have final authority over immediate plan variations and exceptions. Changes to the plan which are anticipated for longer than the immediate shift in question will be authorized by the County's Medical Transport Operations Director or his/her designee;
- l. Participate in the Center developed Quality Improvement (QI) program by assisting in the development of dispatch performance standards and providing performance feedback, specifically as it relates to execution of EMS coverage plans; and
- m. Provide for an Alternate Dispatch Site including but not limited to: adequate space for four working dispatch consoles, connectivity to local radio systems, connectivity to the Center, connectivity to San

Benito County Message Switch for the purpose of CLETS inquiries, working multi-line telephone system, and reliable working emergency backup power.

E. Payment.

The County agrees to pay the Center for Public Safety Communications Services in the amounts and on the schedule as set forth within EXHIBIT A.

F. Future Additional Services

The County and the Center recognize that a modern, automated and consolidated communications center may offer certain cost effective opportunities to add related and specialized services. The parties further understand and agree that any future additional services would be added only upon mutual agreement and approval by the County and the Center's Board of Directors and would be funded by agencies receiving such service.

G. Termination.

This Agreement shall automatically be renewed for four (4) successive one (1) year periods in accordance with Paragraph A unless either party notifies the other in writing of its intent to terminate this Agreement at least 180 days prior to the expiration of the then current annual term. In the event that the City of Hollister notifies the Center of its intent to terminate its separate agreement with the Center, the County agrees to renegotiate this contract with the Center. In the event that the County terminates this agreement prior to the conclusion of the term, the County acknowledges that the Center will incur costs including, but not limited to: 1) any and all costs associated with the separation of employment of budgeted personnel; 2) any and all outstanding costs for equipment or other assets; and 3) State of California 9-1-1 Customer Premise Equipment (CPE) allotments pertaining to the joint public safety dispatch operation for the County and City of Hollister. The County agrees that it will pay to the Center these mutually agreed upon costs in addition to any other damages incurred by the Center.

H. 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.

Center: General Manager
Santa Cruz Regional 9-1-1, JPA
495 Upper Park Road, Santa Cruz, CA 95065

County: County Administrative Officer
County of San Benito
481 Fourth Street, Hollister, CA 95023

I. Mutual Indemnification.

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

It is further agreed that the County 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 sole negligent act or omissions of the County, its officers, and/or employees.

In the event of concurrent negligence of the Center, its officers and/or employees, and the County, 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.

The duty of the Center and the County 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.

J. Insurance.

1. 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.
2. Each Party shall take out and maintain during the entire life of this Agreement such bodily injury liability and property damage liability 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 combined single-limit bodily injury and property damage for each occurrence and shall include comprehensive liability of at least \$ 1,000,000.00.

3. Each party shall furnish the other with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending coverage to include the contractual liability assumed by this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days 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.
4. 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.

K. Inspection of Records.

All records, books, reports, and documentation maintained by the Center related to duties performed under the Agreement shall be open for inspection by the County upon demand at reasonable times.

L. Merger and Integration Clause.


This Agreement, including the attached EXHIBIT "A", 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.

M. Severability Clause.

If any provision of this Agreement is held to be invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.


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: March 17, 2016



Jamie Goldstein
Board Chairperson
Santa Cruz Regional 9-1-1

APPROVED AS TO FORM:



Attorney for the Center

Dated: March 17, 2016

Ray Espinosa
County Administrative Officer
County of San Benito

APPROVED AS TO FORM:

Attorney for County of San Benito



SANTA CRUZ REGIONAL 9-1-1
495 Upper Park Road, Santa Cruz, California 95065
831.471.1000 Fax 831.471.1010
Dennis Kidd, General Manager

**COMMUNICATIONS ADMINISTRATIVE
POLICY/PROCEDURE**

Policy No. 332 Date Issued: March 18, 1993
Section: 300 – Fiscal Policies Date Revised: March 28, 2013
Accreditation Standards:

SUBJECT: REVENUE - GENERAL

APPROVED: _____
Board Chairperson

- 1.0 Pursuant to Section 6, Sub-section B, paragraph 1 of the Agreement, the Parties to the Agreement shall pay for the entire operation of the Center, with the annual expenditure budget determining the total amount of assessment required from each Party to the Agreement by the formula included.
 - 1.1 The total assessment against each Party to the Agreement will be reduced by expected revenue from executed contracts with associate User Agencies for dispatch and other communications services.
- 2.0 The formula included in the Agreement is based upon the population and the assessed value of each participating political jurisdiction.
 - 2.1 This formula determines the cost sharing of the Parties to the Agreement as follows:

2.1.1	Santa Cruz County	- 59.78%
2.1.2	City of Watsonville	- 14.57%
2.1.3	City of Santa Cruz	- 20.16%
2.1.4	City of Capitola	- 05.49%
 - 2.2 This formula shall be in effect through the Fiscal Year 1994/95.
 - 2.2.1 This formula will also be used to distribute that portion of any bond proceeds necessary to reimburse the Parties to the

Agreement for their capital cost contributions beginning July 1, 1993.

3.0 Beginning with Fiscal Year 1995/96 and concluding with Fiscal Year 1998/99, a three year interim formula based upon the following elements will be used to determine service charges for the Member Agencies and associate User Agencies.

3.1 Readiness to Serve or Base Fee (33.33% or 1/3 of the interim formula).

3.1.1 Readiness to Serve is defined as a fee element based upon the notion that similar agencies must be equally prepared, staffed, equipped and trained to receive and handle a Call for Service.

3.1.2 The Readiness to Serve element, equaling 33.33% of the total formula, is distributed as follows:

3.1.2.1 Santa Cruz County	- 15.00%
3.1.2.2 City of Watsonville	- 05.00%
3.1.2.3 City of Santa Cruz	- 05.00%
3.1.2.4 City of Capitola	- 05.00%
3.1.2.5 EMS Provider	- 01.66%
3.1.2.6 Fire Districts	- 01.66%

3.1.3 Readiness to Serve percentages will remain constant and will not be adjusted during the life of this interim formula.

3.2 Calls For Service (33.33% or 1/3 of the interim formula).

3.2.1 Calls for Service are established and defined by Policy No. 260.

3.2.2 Calls for Service, equaling 33.33% of the total formula, are based upon manual calculations performed over comparable time periods resulting in the following distribution:

3.2.2.1 Santa Cruz County	- 14.01%
3.2.2.2 City of Watsonville	- 05.71%
3.2.2.3 City of Santa Cruz	- 09.09%
3.2.2.4 City of Capitola	- 02.29%
3.2.2.5 EMS Provider	- 01.22%
3.2.2.6 Fire Districts	- 01.01%

3.2.3 Calls for Service will not be recalculated or adjusted during the life of this interim formula.

3.3 Previous Year Costs or Moving Average (33.33% or 1/3 of the interim formula).

3.3.1 Previous Year Costs, as an element of the interim formula to be used in Fiscal Year 1995/96, are established as based upon budget analysis performed and percentage comparisons derived from the Budget Year 1993/94.

3.3.2 Previous Year Costs, equaling 33.34% or 1/3 of the total formula, are distributed for the first year of the interim formula (Fiscal Year 1995/96) as follows:

3.3.2.1 Santa Cruz County	- 15.17%
3.3.2.2 City of Watsonville	- 06.38%
3.3.2.3 City of Santa Cruz	- 05.56%
3.3.2.4 City of Capitola	- 03.99%
3.3.2.5 EMS Provider	- 01.03%
3.3.2.6 Fire Districts	- 01.21%

3.3.3 Previous Year Costs will be adjusted annually for use in determining Fiscal Year 1996/97 and Fiscal Year 1997/98 costs based upon the actual percentages of previous year costs as established through the use of the interim formula.

4.0 The interim formula as established and defined by this policy determines cost sharing for the Member Agencies (Parties) and the associate User Agencies as follows:

4.1 Fiscal Year 1995/96

4.1.1 Santa Cruz County	- 44.18%
4.1.2 City of Watsonville	- 17.09%
4.1.3 City of Santa Cruz	- 19.65%
4.1.4 City of Capitola	- 11.28%
4.1.5 EMS Provider	- 03.91%
4.1.6 Fire Districts	- 03.89%

4.2 Fiscal Year 1996/97

4.2.1 Santa Cruz County	- 43.75%
4.2.2 City of Watsonville	- 16.41%
4.2.3 City of Santa Cruz	- 20.64%
4.2.4 City of Capitola	- 11.05%
4.2.5 EMS Provider	- 04.18%
4.2.6 Fire Districts	- 03.97%

4.3 Fiscal Year 1997/98

4.3.1 Santa Cruz County	- 43.58%
-------------------------	----------

4.3.2	City of Watsonville	- 16.18%
4.3.3	City of Santa Cruz	- 20.96%
4.3.4	City of Capitola	- 10.97%
4.3.5	EMS Provider	- 04.28%
4.3.6	Fire Districts	- 04.03%

5.0 Beginning with Fiscal Year 1998/99 and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and associate User Agencies.

5.1 Readiness to Serve or Base Fee (33.33% or 1/3 of the formula).

5.1.1 Readiness to Serve is defined in paragraph 3.1.1 of this policy.

5.1.2 The Readiness to Serve element, equaling 33.33% of the total formula, is distributed as follows:

5.1.2.1	Santa Cruz County	- 15.00%
5.1.2.2	City of Watsonville	- 05.00%
5.1.2.3	City of Santa Cruz	- 05.00%
5.1.2.4	City of Capitola	- 05.00%
5.1.2.5	EMS Provider	- 01.66%
5.1.2.6	Fire Districts	- 01.66%

5.1.3 Readiness to Serve percentages will remain constant and will not be adjusted during the life of the formula.

5.2 Calls For Service (66.67% or 2/3 of the formula).

5.2.1 Calls for Service are established and defined by Policy No. 260.

5.2.2 Calls for Service, equaling 66.67% of the total formula, will be based upon an automated data analysis of the model year period beginning on September 1, 1996 and concluding on August 30, 1997.

6.0 Beginning with Fiscal Year 2001/02, and continuing until such time as it is modified by the Board of Directors, a formula based upon the following elements will be used to determine service charges for the Member Agencies and Associate User Agencies.

6.1 Readiness to Service or Base Fee (50.00% or 1/2 of the formula).

6.1.1 Readiness to Serve is defined in paragraph 3.1.1 of this policy.

- 6.1.2 Readiness to Serve element, equaling 50.00% of the total formula, is distributed as follows:
- | | |
|-----------------------------|----------|
| 6.1.2.1 Santa Cruz County | - 15.84% |
| 6.1.2.2 City of Watsonville | - 06.58% |
| 6.1.2.3 City of Santa Cruz | - 12.09% |
| 6.1.2.4 City of Capitola | - 05.83% |
| 6.1.2.5 EMS Provider | - 05.83% |
| 6.1.2.6 Fire Districts | - 03.83% |
- 6.1.3 Beginning Fiscal Year 2013/2014, and continuing until such time as it is modified by the Board of Directors, the Readiness to Serve is distributed as follows:
- | | |
|-----------------------------|----------|
| 6.1.3.1 Santa Cruz County | - 12.46% |
| 6.1.3.2 City of Watsonville | - 6.32% |
| 6.1.3.3 City of Santa Cruz | - 9.50% |
| 6.1.3.4 City of Capitola | - 4.85% |
| 6.1.3.5 EMS Provider | - 4.04% |
| 6.1.3.6 Fire Districts | - 2.31% |
| 6.1.3.7 City of Hollister | - 7.15% |
| 6.1.3.8 San Benito County | - 3.37% |
- 6.1.4 Readiness to Serve percentages will remain constant and will not be adjusted during the life of the formula.
- 6.2 Calls for Service (25.00% or 1/4 of the formula).
- 6.2.1 Calls for Service are established and defined by Policy No. 260.
- 6.2.2 Calls for Service, equaling 25.00% of the total formula, will be based upon an automated count for the two year period beginning on January 1, 1999 and concluding on December 31, 2000.
- 6.2.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the automated counting period.
- 6.2.3 Calls for Service will be recalculated every three (3) years thereafter during the life of the formula.
- 6.3 Weighted Calls for Service (25.00% or 1/4 of the formula).

- 6.3.1 A process by which to assign differing values to certain Calls for Service to reflect the Center's work effort in support of specific Member and/or Associate Member Agencies shall be recommended by the General Manager and approved by the Board of Directors in advance of each adjustment period.
- 6.3.2 Weighted Calls for Service, equaling 25.00% of the total formula, will be based upon an automated analysis of the two year period beginning on January 1, 1999 and concluding on December 31, 2000.
 - 6.3.2.1 The General Manager may recommend, and the Board may approve, adjustments to the Weighted Calls for Service element of the formula to account for significant operational and/or jurisdictional changes (causing workload shifts among Agencies) during the analysis period.
- 6.3.3 Weighted Calls for Service will be re-analyzed and adjusted every three (3) years thereafter during the life of the formula.
- 7.0 The Fire Districts cost sharing percentages as determined through the use of the formula outlined in this policy are based upon the collective total of all districts.
 - 7.1 An independent and standardized formula will be jointly developed and utilized to distribute total Fire District costs among each of the specific participating districts
 - 7.2 The independent Fire District formula, complimented by the particular JPA formula, will be detailed in the agency specific Service Agreement(s).
- 8.0 The cost sharing percentage for each of the Member Agencies (Parties) and associate User Agencies, as derived from the use of the formulas as outlined within this policy, will not increase or decrease more than twenty (20%) percent per adjustment period over/under the previous year percentages.
- 9.0 Each Party to the Agreement shall pay its share of the total operating costs in quarterly installments as described in Section 6, sub-section D of the Agreement
 - 9.1 The Board of Directors may set a different payment scheduled for the purchase of capital items.

- 10.0 Each Associate User Agency shall pay its share as outlined within their agency specific Service Agreement(s).
- 11.0 The General Manager is authorized to accept reimbursements for extra services provided beyond normal, daily operations not exceeding \$10,000 per event.