

ATTACHMENT A

Cooperative Dispatch Agreements with Partner Agencies



COOPERATIVE DISPATCH AGREEMENT
BETWEEN THE
SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT
AND THE
CARPINTERIA-SUMMERLAND FIRE PROTECTION DISTRICT

**Agreement between
the Santa Barbara County Fire Protection District and the Carpinteria-
Summerland Fire Protection District for the provision of emergency dispatch
services.**

THIS AGREEMENT FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES ("Agreement") is made and entered into this 31st day of August, 2021, by and between the Santa Barbara County Fire Protection District, hereinafter "District", and the Carpinteria-Summerland Fire Protection District, hereinafter "Carpinteria." District and Carpinteria are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

I. Recitals

By the authority granted in the California Health and Safety Code, Division 12, Part 2.7 Fire Protection District Law of 1987, the District may enter into contracts related to emergency services for the protection of lives and property.

Under the same statutory provisions, Carpinteria may also enter into necessary contracts.

The District proposes to operate the Santa Barbara Regional Fire Communications Facility ("RFCF") for the purpose of dispatching fire department, ambulance and other resources and conducting all other functions of a regional dispatch center.

Carpinteria desires to receive dispatch services and share the benefits of regionalized and consolidated fire department and ambulance dispatch operations including nearest resource dispatching, regional system status management, common communications, common operating plans, cost savings and other efficiencies.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Parties hereto do hereby mutually covenant and agree as follows:

II. Intent

The District shall provide computerized dispatch services to Carpinteria. Dispatch services will include, but are not limited to, receiving Carpinteria calls for service via transferred 9-1-1, 10-digit and other means; alerting and dispatching Carpinteria resources to incidents developing from calls for service; providing emergency medical dispatch (EMD) services to callers; providing incident support as required; providing system status management for coverage and move-up; compiling and securing data related to the dispatch processes.

III. Appendices

The following documents are attached as Appendices to this Agreement and incorporated by reference as though set forth in full:

Appendix A	Financial Calculations
Appendix B	Communications
Appendix C	Alerting and Mobile Computing

IV. Term

A. Initial Term

This Agreement shall commence on _____ and remain in force for five (5) years unless terminated under the provisions of Section V, Termination.

B. Renewal Term

Following completion of the Initial Term, the Agreement shall automatically renew each July 1st thereafter for three (3) year terms (each, a "Renewal Term"), unless terminated under the provisions of Section V, Termination.

V. Termination

Neither Party shall terminate this Agreement for five (5) years from the date of the RFCF commencing live regional operations, except as specified below. After the five (5) year term, the Agreement may be terminated by either Party, without cause, on June 30 of any year with a minimum of one-year notification of the other Party.

A. By Carpinteria

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then CARPINTERIA will notify the DISTRICT of such occurrence and CARPINTERIA may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, CARPINTERIA shall have no obligation to make payments for the remainder of the term.

B. By District

1. Non-appropriation of Funds

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then the DISTRICT will notify CARPINTERIA of such occurrence and DISTRICT may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, DISTRICT shall have no obligation to provide services for the remainder of the term.

2. For Cause

Should CARPINTERIA fail to pay the DISTRICT all or any part of the payment set forth in Appendix A, DISTRICT may, at DISTRICT'S option terminate this Agreement if such failure is not remedied by CARPINTERIA within thirty (30) days of written notice to CARPINTERIA of such late payment. Should CARPINTERIA otherwise default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT'S sole option, terminate or suspend this Agreement in whole or in part by written notice. The date of termination shall be the date the notice is received by CARPINTERIA, unless the notice directs otherwise.

C. Costs of Early Termination

In the event Carpinteria terminates this Agreement prior to the expiration of its term, Carpinteria agrees to reimburse the District for all expenses resulting from the early termination. In the event the District terminates this Agreement prior to the expiration of its term, District agrees to reimburse Carpinteria for any advance costs paid for services not yet received.

D. Termination of Agreement

The Parties will work diligently and reasonably to assist one another in the separation process, should the Agreement be terminated. Within one hundred twenty (120) days of the delivery of a Notice of Termination, the parties shall complete a transition plan providing for an orderly transition of responsibilities from the District to the Carpinteria. The transition plan shall ensure that there is no substantial disruption in the level of dispatch services to Carpinteria and at a minimum shall include objectives, project phases, and timelines, division of equipment and project roles and responsibilities. Each party shall fund their respective costs in developing the transition plan.

VI. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude District from rendering any services for District's own account or to any other person or entity as District in its sole discretion shall determine. District agrees that performing such services will not materially interfere with the services to be performed for Carpinteria. The Parties acknowledge that the District may enter into Agreements with other entities for the RFCF (such entities referred to herein as "Partners"), the parameters of which are included in those separate agreements.

VII. Governance

The District owns and operates the RFCF as the sole principal. The District shall retain all authority regarding employment, management, supervision, technical systems, regulatory obligations, licensure, contracts, and all other duties necessary to operate the RFCF.

A. Joint Executive Committee

The Parties will establish a Joint Executive Committee (JEC) comprised of the fire chiefs of the Parties to this Agreement, as well as any other Partners in the RFCF. The County Fire Chief shall chair the JEC and is responsible for administrative support of the committee.

The JEC will function in a collegial manner formulating and adjusting, as necessary, the RFCF business plan and budget. The JEC will share responsibility for future planning and execution under this Agreement. Each member's input shall be accorded equal weight in the decision process.

B. Regional Dispatch Executive Manager

The Regional Dispatch Executive Manager (Dispatch Manager), under the general direction of the District's Deputy Chief of Administration, administers the business plan approved by the JEC and the budget approved by the District. The Dispatch Manager shall maintain a consulting relationship with the Joint Operations Committee for significant policy and procedure changes, additions, and deletions.

C. Joint Operations Committee

The Parties, as well as any other Partners in the RFCF, will establish a Joint Operations Committee (JOC) consisting of one (1) member appointed by each of the Parties' respective fire chiefs as well as the fire chiefs of any other Partner.

Prior to commencing live operations, the JOC will provide input to CAD configuration, dispatch process, performance objectives, radio procedures, automatic and mutual aid dispatch processes, system status algorithms, and generally advise the RFCF manager on other operational concerns.

After the RFCF commences live operations, the JOC will provide on-going input to the Dispatch Manager regarding policies and procedures governing the daily operation of the RFCF. This committee will meet quarterly or more frequently, as deemed necessary by the Parties.

VIII. Finance

A. Payment

Carpinteria shall pay District for dispatch services as defined in Appendix A, Financial Calculations.

B. Special Assessments

From time to time the District may decide and Carpinteria and the other Partners may agree to upgrade or enhance dispatch operations beyond the capabilities of the operating budget or reserve accounts. In this case, the costs associated with the proposed enhancements will be shared among Carpinteria and the Partners in the same proportion as the number of

dispatched incidents attributed to the jurisdiction of Carpinteria and each Partner in the previous fiscal year.

Special assessments shall be memorialized in writing as an amendment to this Agreement, and must be approved by District and Carpinteria.

IX. Operating Systems

A. Radio Communications

1. Radio Channel Plan

Carpinteria agrees to use the District's existing VHF radio network and channel plan. The Joint Operations Committee will be responsible to review and comment upon changes to the channel plan. Carpinteria and the Partners agree to use clear text and NIIMS approved terminology in all radio communications.

2. Radio Coverage

Prior to the date the RFCF commences live regional operations and for the duration of this Agreement, the District will establish and maintain dispatch and command channel radio reception and talk-out capabilities on its network in Carpinteria's jurisdiction equal to or better than the coverage enjoyed by Carpinteria on its own network at the time the RFCF commences live operations. Such coverage will be at District expense except that any specific upgrades in service requested by Carpinteria above and beyond the coverage enjoyed by Carpinteria on its own network at the time the RFCF commences live regional operations shall be at Carpinteria's expense.

3. Existing Carpinteria Radio Infrastructure

Existing VHF frequencies licensed to Carpinteria by the Federal Communications Commission (FCC) will be made available for re-use in the regional system through re-licensing to the District. Said relicensing shall be accomplished as detailed in Appendix B, Communications.

As partial consideration for their participation in the RFCF, Carpinteria radios and equipment listed in Appendix B, Communications will become the property of the District as of the date the RFCF commences live regional operations.

The District has determined which Carpinteria transmit and receive sites will be retained for the regional system and will assume all responsibility for those sites listed in Appendix B, Communications.

4. Alerting

The District shall assign alert tone pairs for each unique Carpinteria unit listed in Appendix C, Alerting and Mobile Computers. It is the responsibility of Carpinteria, at its expense, expense and before the date the RFCF commences live operations, to equip necessary locations, apparatus and devices with the ability to receive the tones and convert them into useful alerting processes including integration with existing systems.

5. Mobile and Portable Radio Equipment

Before the date the RFCF commences live operations, Carpinteria will, at its cost, purchase and maintain mobile and portable radios compatible with the District's network.

B. Computer Aided Dispatch System (CAD)

The District will purchase and maintain a CAD platform with interfaces for existing supporting software including alerting, text/paging, ImageTrend, PulsePoint, Tablet Command, First Watch, and Intterra. CAD will be supported 24/7 with dedicated staff. The CAD system will have provisions for continuity of operations (COOP) and disaster recovery (DR).

Common CAD interfaces are listed in Appendix B, Communications. Any additional interfaces requested by Carpinteria for Carpinteria-specific operations shall be at Carpinteria's cost and may require amendments to the District's contracts regarding the CAD platform.

C. Mobile Computers

Carpinteria shall install and maintain mobile devices in each apparatus covered by this Agreement and listed in Appendix C, Alerting and Mobile Computers. Each device shall be capable of connecting to the District's CAD system to receive call information and post unit status. The District will provide mobile access through a CAD wide area network (WAN) or through an interface to CAD for other third-party systems (ex. Tablet Command).

Should Carpinteria elect to use the CAD WAN for its mobile services, Carpinteria shall establish a 'child' account on the District's 'parent' MPLS network. This connectivity shall be at Carpinteria's expense. To maintain standardization and security, the District will establish a list of permissible devices and software images for mobile computers on the WAN. Carpinteria agrees to follow all mobile operating protocols established through the regional dispatch governing process.

D. Common Response and System Status Plans

Carpinteria, as well as other Partners in the RFCF, shall jointly create common terminology for incident types and determine common response plans for those incidents. It shall be the Joint Operations Committee's responsibility to establish, monitor and approve changes to this plan. Example:

A call type is defined as "Structure Fire – Residential". The Partners agree that a common response to this incident type is 3 engines, 1 truck and 1 battalion chief.

Carpinteria and the Partners will jointly create a comprehensive system status plan that will provide a dynamic move-up and coverage schema ensuring equitable and consistent response coverage.

E. Common Apparatus Numbering

The District and Carpinteria agree to adopt and use the county-wide apparatus numbering system established by the Santa Barbara County Fire Chiefs Association.

X. Data/Records

A. Custodian of Records

The District will designate a custodian of records for the RFCF. The custodian of records will ensure RFCF records are available and maintained in accordance with public records laws of the State of California. The custodian of records will create and maintain a standard set of CAD reports. Additionally, the custodian of records will create a policy and process for the release of CAD records, radio and telephone recordings and other data upon presentation of a subpoena or a request in compliance with the California Public Records Act.

Whenever a release involves Carpinteria's jurisdiction, the District shall notify Carpinteria before such disclosure.

B. Data Access

The District shall provide Carpinteria access to all data generated by the Computer Aided Dispatch System (CAD) pertinent to Carpinteria's operations via a secure replication server. Carpinteria is responsible for the security of any data retrieved from the District's system and held on a secure replication server.

C. Confidential Data

In the performance of the work or services provided under the terms of this Agreement, or in contemplation thereof, District may have access to private or confidential information that may be owned or controlled by Carpinteria. Therefore, District shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of said information and shall keep such information confidential, unless District is required by law to disclose it

D. Records Retention

In accord with California Government Code section 8546.7, the Parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor for three years following final payment under the Agreement. District will keep and maintain all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Carpinteria for a minimum period of three years (or for any longer period required by law) from the date of final payment to District under this Agreement. Upon reasonable notice, either Party shall have the right to inspect and audit any records maintained by the other Party relevant to this Agreement, to the extent allowed by law.

XI. Service Levels

Once the RFCF commences live operations, the following services and service levels will be provided by District to Carpinteria:

A. Emergency Call-taking

The District shall hire, train and schedule sufficient call-taking staff to answer 95% of 9-1-1 and 10-digit Carpinteria emergency calls within 15 seconds of the first ring. Additional standards may be established by the District in response to Next Generation 9-1-1 and ESInet implementation.

B. EMD

The District's call-takers shall provide each emergency call received from within Carpinteria's jurisdiction with appropriate Emergency Medical Dispatch (EMD) assistance, including pre-arrival instructions. The District will use the Priority Dispatch Corporation (PDC) ProQA and Aqua modules. All operational staff shall be trained, certified and periodically recertified by PDC. The District will maintain a quality improvement program for the EMD function in compliance with PDC guidelines.

The District will strive to be recognized as an Accredited Center of Excellence (ACE) by the National/International Academies of Emergency Dispatch, but is not required by this Agreement to obtain such accreditation.

C. Dispatch

District and Carpinteria, as well as any other Partners in the RFCF, will create a master automatic aid plan. The District will dispatch the nearest appropriate resources to incidents based upon the then-current location of regional resources and the needs of the call-in accordance with the master automatic aid plan and the resulting response areas and response plans programmed into the CAD system.

The District, with input from the Joint Executive Committee, shall establish dispatch performance standards.

D. Supervision

The District will always staff the RFCF with qualified dispatch supervision.

E. System Status Management

Immediately following an incident dispatch, the RFCF will redeploy (move up) resources according to the system status plan approved by the Joint Executive Committee. The RFCF status manager shall monitor and confirm that the designated resources redeploy according to the plan.

F. Administrative Calls

Within the first year of this Agreement, the District will calculate a baseline volume of administrative calls attributable to Carpinteria based upon the agreed normal operations of the RFCF as compared to total administrative calls received from within the coverage area of the RFCF.

In the event that future Carpinteria operations exceed the administrative call baseline established herein, the District will propose staffing options and/or fees to service the extra administrative call volume directly attributable Carpinteria's jurisdictional programs or operational changes above the baseline of administrative calls.

XII. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

District: Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

FAX: (805) 681-5563
Attention: Fire Chief

Carpinteria: Carpinteria Summerland Fire Protection District
1140 Eugenia Place, Suite A
Carpinteria, CA 93013

FAX: (805) 684-8242
Attention: Fire Chief

Or, to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the Party to whom it is sent as evidenced by confirmation slip.

XIII. Insurance

Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement 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; and
- C. Worker's Compensation covering statutory requirements of the State of California.
- D. Upon request of the other, evidence of compliance with said insurance requirements shall promptly be supplied in writing.

XIV. Indemnification and Warranties

A. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement.

B. Warranty, Limitations thereof, and Limitations of Liability

In providing the technological services to Carpinteria, including any software or hardware utilized in connection with the dispatch services provided hereunder, District warrants that it will utilize its best efforts attempting to provide the technological services outlined herein. District does not, however, either expressly or impliedly, guarantee, warrant, or insure these services, or any software or hardware for fitness for any particular purpose, or represent or warrant that errors or omissions will not occur. In no event and under no circumstances will District, its officers, employees, agents or contractors, have any liability whatsoever for losses or damages caused by District, nor for any loss of use, lost profits, lost data or any other form of direct, indirect, special, or consequential damages, nor for any claim against District made by Carpinteria or by any other person or entity, arising from or in any way related to this Agreement even if District has been advised of the possibility of such claims or damages in advance, unless District expressly accepts responsibility for same in advance and in writing.

XV. Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld.

XVI. Successor

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in the Section XV, Assignment.

XVII. Waiver

- A. The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.
- B. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

XVIII. Severability

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for

any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

XIX. Entire Agreement

This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

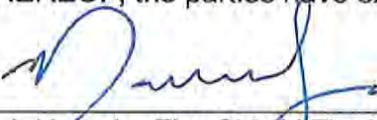
XX. General Terms

- A. This Agreement shall not become a binding contract until signed by an authorized officer of each Party, and it is effective as of the date so signed by both parties. Any individual executing this Agreement on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of this Agreement.
- B. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.
- C. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- D. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- E. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all genders.
- F. A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- G. The Parties shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

- H. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Venue for any cause of action arising out of a right or duty hereunder shall be brought in the County of Santa Barbara.

- I. Neither District nor Carpinteria shall be deemed in default in the performance of the terms of this Agreement if either Party is prevented from performing the terms of this Agreement by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any Party delayed by force majeure shall, as soon as reasonably possible, give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 31st of August, 2021.

By: 

 Mark Hartwig, Fire Chief / Fire Warden
 Santa Barbara County Fire Protection District

Date: _____

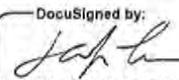
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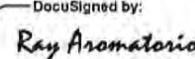
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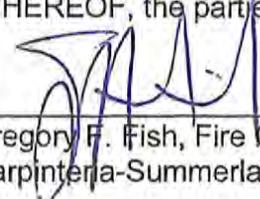
RACHEL VAN MULLEM
COUNTY COUNSEL

RAY AROMATORIO
RISK MANAGER

DocuSigned by:

 By: _____
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 Deputy County Counsel

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 By: _____
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 Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement on August 31, 2021.

By: 

 Gregory F. Fish, Fire Chief
 Carpinteria-Summerland Fire Protection District

Appendix A

Financial Calculations

Appendix - A Financial Calculations

I. Start-Up Costs

The District is responsible for the initial capital, equipment, hiring, and training costs for the RFCF and the District owns and operates the dispatch center as the sole principal.

II. Fiscal Year

The annual fiscal year begins on July 1st and ends on June 30th.

III. Cost Allocation

The method for allocating costs among the Partners (for purposes of this Appendix A only, the term "Partner" shall refer to each entity participating in the RFCF and the term "Partners" shall refer to all entities participating in the RFCF) to the RFCF is based on a blend of equally shared, fixed operating costs and of proportionally shared operating and capital replacement set-aside costs.

A. Equally Shared Costs

Certain fixed operating costs will be billed equally to each Partner. The following line items are deemed fixed operating costs:

Communications	Household Supplies
Structure and Ground Maintenance	Copier Expense
Printing Expense	Contractual Services
Natural gas	Water
Motor Pool	General Liability
Telephone Services	

B. Proportionally Shared Costs

All other operating costs and the funding of the shared operating and capital replacement set-aside will be calculated based upon each Partner's percentage of actual incidents dispatched to a location within that Partner's jurisdiction.

The calculation of dispatched incidents is not related to which jurisdiction's resources responded to or mitigated the incident. Neither is it related to the number of 9-1-1 calls (or other notifications) received for an incident nor the number of resources dispatched to an incident.

1. Calculating Incidents Dispatched

On or before the 15th of January of each year, the RFCF manager shall determine the number of incidents dispatched for the previous calendar year for

each RFCF Partner. An incident is dispatched and billable when the following criteria have been fulfilled:¹

- 'Division' = (SBC) (CRP) (MTO) (STB) (LMP) (SMR) (GUA), .and.
- 'Time_First_Unit_Assigned' .not. null, .and.
- 'Problem_Nature' ≠ 'Test'

2. Apportioning Costs

The number of a Partner's dispatched incidents will be compared to the total dispatched incidents for the RFCF in that period and a percentage of dispatch effort will be assigned to each Partner.

C. Modifying Cost Allocation Formula

Any modification to the cost allocation method shall be agreed by all Parties to the Agreement and then made part of the Agreement by amendment. Changes to the cost allocation method will be implemented during the following annual budget development process

IV. Budget

The District is responsible for the development of the annual RFCF budget. Budget development will be conducted in the months of December and January, each fiscal year. The District will establish an annual meet and confer budget development meeting with all participating agencies during the month of January. The goal of the meeting is to receive recommendations and changes to operating budget from the partner agencies.

A draft of the final approved budget will be emailed to each participating agency for their records. Whenever possible the District will pursue grants and other funding opportunities to help offset costs or for facility and equipment purchases.

Quarterly budget to actual reporting will be provided for the following periods:

- Q1: July – September (On or Before October 20th)
- Q2: October – December (On or Before January 20th)
- Q3: January – March (On or Before April 20th)
- Q4: April – June (On or Before July 20th)

V. Restricted Capital Replacement Fund

The District will establish a Restricted Capital Replacement Fund to ensure that the RFCF is accumulating sufficient funds for the preventative maintenance, repair, renewal and replacement of capital assets in order to continue to provide critical RFCF services that contribute to public health and safety. This fund will provide reserves for the systematic preventative maintenance, repair, renewal and replacement of capital assets of the RFCF. Capital assets are all assets greater than \$5,000. In lieu of

¹ Data elements from TriTech tables.

Carpinteria funding the initial capital costs for the RFCF, Carpinteria will be billed a cost share towards the Restricted Capital Replacement Fund on a quarterly basis. Incidents dispatched is the defined method for calculating the Restricted Capital Replacement Fund.

The Restricted Capital Replacement Fund cannot be used for non-capital purposes. A fund balance reconciliation will be provided to Carpinteria on an annually basis. All withdrawals from the fund balance will be reported to the Carpinteria. Planned withdrawals for capital will be approved during the budget development process. If an unplanned event or emergency occurs, the District will notify Carpinteria via email as soon as is reasonably possible but not later than ten business days after the emergency acquisition.

Updating unit costs and recalculating repair and replacement costs will be repeated on an annual basis. Both inflationary cost factors as well as changes in the amount of funding requirements will need to be addressed each year during the annual budgetary review. During this process, an evaluation of existing capital assets will be made to ensure they still provide the most appropriate method to deliver services. Critical capital assets will be prioritized for replacement to ensure that the RFCF can continue to provide effective and expected service delivery.

Should Carpinteria elect to terminate this Agreement pursuant to Section V of the Agreement, Carpinteria's contribution for the Restricted Capital Replacement Fund will not be refunded and their portion of the Restricted Capital Replacement Fund will offset Carpinteria's use of the existing capital infrastructure.

VI. Billing

The District will bill Carpinteria based on budget for the first three quarters. The cost portion of the rate will be reconciled to actual cost in the 4th quarter invoice to Carpinteria.

A. Payment

Carpinteria will submit their portion of the cost share allocation to the District on a quarterly basis. Payments will be due on the following dates:

- Q1: October 20th
- Q2: January 20th
- Q3: April 20th
- Q4: July 20th

B. Late Payments

Payments received 60 days past the due date will be assessed a penalty of 1 ½% of the late payment and then for each 30-day (or major portion thereof) period the payment is late thereafter. Payments in arrears over 120 days constitute a breach of the Agreement.

VII. Dispute Resolution Process

Disputes arising out of this process shall be handled promptly. Carpinteria shall notify the District, in writing, of its dispute of any calculation within the Agreement.

Carpinteria's notification shall state the specific calculation in question and the specific requested remedy. The District shall respond promptly providing additional information and data as appropriate.

If this level of contact does not solve the dispute, the respective fire chiefs shall meet to discuss a resolution. If the fire chiefs are unable to resolve further action will be taken at their direction.

Appendix B

Communications

Appendix - B Communications

I. Radio Frequencies

Carpinteria shall work with the District to convey ownership of the below listed FCC radio frequency to the District. Carpinteria will provide the required approvals and assist in the license transfers. The listed frequencies shall be used only in the radio plan for the RFCF and shall not be loaned or transferred to any other entity.

- A. (xxx.xxx)
- B. (xxx.xxx)
- C. (xxx.xxx)

Should Carpinteria elect to terminate the Agreement per Section V of the Agreement, the District shall take action and cooperate to reconvey the listed frequencies to Carpinteria. The District shall take all actions necessary to keep the licenses current throughout the term of this Agreement.

Should the listed frequencies become surplus to the District's needs, the District will consult Carpinteria prior to releasing the licenses. Should Carpinteria wish to retain the licenses, the District shall take action and cooperate to reconvey the desired frequencies to Carpinteria.

II. Equipment

Carpinteria herein transfers ownership of the below listed equipment to the District for exclusive use in the District's radio system. The equipment shall include any ancillary or connected equipment necessary to operate the serial numbered items listed below. Examples include but are not limited to antennas and cabling, receiver-combiners, RF filters, DC power supplies, AC UPS systems, comparators, voters, etc. The intent is to provide the Carpinteria radio system to the District in a turnkey serviceable condition. The District certifies that the equipment will be used in its system as operational equipment or as spares. Should the District determine it has no further use for said equipment it shall be disposed of in the manner prescribed by District policies.

Item

Serial Number

III. Communications Sites

To the extent possible by law and existing agreements, Carpinteria shall assign lease rights for the below listed communications sites to the District. The District shall become the lessee of record and shall maintain such lease for the duration of this Agreement unless the lease is no longer needed for regional communications use.

Should the District determine a communication site is surplus to its needs and intends to discontinue or nonrenew the lease, it shall give Carpinteria notice in such time that Carpinteria could indicate its desire for the District to assign the lease(s) to Carpinteria. The District shall cooperate in a business-like manner to assign any specified lease(s) to Carpinteria.

Should Carpinteria elect to terminate the Agreement per Section V of the Agreement, the District shall take action and cooperate to assign the lease(s) to Carpinteria at Carpinteria's request.

Site

Facilities Leased

Appendix C

Alerting & Mobile Computing

Alert Tone Allocation (Carpinteria)

Sta. 61	Medic Engine 61	Engine 361	Squad 61	Engine 161	WR 61
Sta. 62	Medic Engine 62	Engine 362	Engine 662		

Fire Chief	Chief 600
Battalion Chief	Battalion 64
Battalion Chief	Battalion 65
Battalion Chief	Battalion 66

Mobile Computer Installation (not applicable – CRP using Tablet Command)



COOPERATIVE DISPATCH AGREEMENT
BETWEEN THE
SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT
AND THE
MONTECITO FIRE PROTECTION DISTRICT

**Agreement between
the Santa Barbara County Fire Protection District and the Montecito Fire
Protection District for the provision of emergency dispatch services.**

THIS AGREEMENT FOR THE PROVISION OF EMERGENCY DISPATCH SERVICES ("Agreement") is made and entered into this 31st day of August, 2021, by and between the Santa Barbara County Fire Protection District, hereinafter "District", and the Montecito Fire Protection District, hereinafter "Montecito." District and Montecito are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

I. Recitals

By the authority granted in the California Health and Safety Code, Division 12, Part 2.7 Fire Protection District Law of 1987, the District may enter into contracts related to emergency services for the protection of lives and property.

Under the same statutory provisions, Montecito may also enter into necessary contracts.

The District proposes to operate the Santa Barbara Regional Fire Communications Facility ("RFCF") for the purpose of dispatching fire department, ambulance and other resources and conducting all other functions of a regional dispatch center.

Montecito desires to receive dispatch services and share the benefits of regionalized and consolidated fire department and ambulance dispatch operations including nearest resource dispatching, regional system status management, common communications, common operating plans, cost savings and other efficiencies.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Parties hereto do hereby mutually covenant and agree as follows:

II. Intent

The District shall provide computerized dispatch services to Montecito. Dispatch services will include, but are not limited to, receiving Montecito calls for service via transferred 9-1-1, 10-digit and other means; alerting and dispatching Montecito resources to incidents developing from calls for service; providing emergency medical dispatch (EMD) services to callers; providing incident support as required; providing system status management for coverage and move-up; compiling and securing data related to the dispatch processes.

III. Appendices

The following documents are attached as Appendices to this Agreement and incorporated by reference as though set forth in full:

Appendix A	Financial Calculations
Appendix B	Communications
Appendix C	Alerting and Mobile Computing
Appendix D	Montecito Legacy Employees

IV. Term

A. Initial Term

This Agreement shall commence on TBD and remain in force for five (5) years unless terminated under the provisions of Section V, Termination.

B. Renewal Term

Following completion of the Initial Term, the Agreement shall automatically renew each July 1st thereafter for three (3) year terms (each, a "Renewal Term"), unless terminated under the provisions of Section V, Termination.

V. Termination

Neither Party shall terminate this Agreement for five (5) years from the date of the RFCF commencing live regional operations, except as specified below. After the five (5) year term, the Agreement may be terminated by either Party, without cause, on June 30 of any year with a minimum of one-year notification of the other Party.

A. By Montecito

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then MONTECITO will notify the DISTRICT of such occurrence and MONTECITO may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, MONTECITO shall have no obligation to make payments for the remainder of the term.

B. By District

1. Nonappropriation of Funds

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then the DISTRICT will notify MONTECITO of such occurrence and DISTRICT may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, DISTRICT shall have no obligation to provide services for the remainder of the term.

2. For Cause

Should MONTECITO fail to pay the DISTRICT all or any part of the payment set forth in Appendix A, DISTRICT may, at DISTRICT'S option terminate this Agreement if such failure is not remedied by MONTECITO within thirty (30) days of written notice to MONTECITO of such late payment. Should MONTECITO otherwise default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT'S sole option, terminate or suspend this Agreement in whole or in part by written notice. The date of termination shall be the date the notice is received by MONTECITO, unless the notice directs otherwise.

C. Costs of Early Termination

In the event Montecito terminates this Agreement prior to the expiration of its term, Montecito agrees to reimburse the District for all expenses resulting from the early termination. In the event the District terminates this Agreement prior to the expiration of its term, District agrees to reimburse Montecito for any advance costs paid for services not yet received.

D. Termination of Agreement

The Parties will work diligently and reasonably to assist one another in the separation process, should the Agreement be terminated. Within one hundred twenty (120) days of the delivery of a Notice of Termination, the parties shall complete a transition plan providing for an orderly transition of responsibilities from the District to the Montecito. The transition plan shall ensure that there is no substantial disruption in the level of dispatch services to Montecito and at a minimum shall include objectives, project phases, and timelines, division of equipment and project roles and responsibilities. Each party shall fund their respective costs in developing the transition plan.

VI. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude District from rendering any services for District's own account or to any other person or entity as District in its sole discretion shall determine. District agrees that performing such services will not materially interfere with the services to be performed for Montecito. The Parties acknowledge that the District may enter into Agreements with other entities for the RFCF (such entities referred to herein as "Partners"), the parameters of which are included in those separate agreements.

VII. Governance

The District owns and operates the RFCF as the sole principal. The District shall retain all authority regarding employment, management, supervision, technical systems, regulatory obligations, licensure, contracts, and all other duties necessary to operate the RFCF.

A. Joint Executive Committee

The Parties will establish a Joint Executive Committee (JEC) comprised of the fire chiefs of the Parties to this Agreement, as well as any other Partners in the RFCF. The County Fire Chief shall chair the JEC and is responsible for administrative support of the committee.

The JEC will function in a collegial manner formulating and adjusting, as necessary, the RFCF business plan and budget. The JEC will share responsibility for future planning and execution under this Agreement. Each member's input shall be accorded equal weight in the decision process.

B. Regional Dispatch Executive Manager

The Regional Dispatch Executive Manager (Dispatch Manager), under the general direction of the District's Deputy Chief of Administration, administers the business plan approved by the JEC and the budget approved by the District. The Dispatch Manager shall maintain a consulting relationship with the Joint Operations Committee for significant policy and procedure changes, additions, and deletions.

C. Joint Operations Committee

The Parties, as well as any other Partners in the RFCF, will establish a Joint Operations Committee (JOC) consisting of one (1) member appointed by each of the Parties' respective fire chiefs as well as the fire chiefs of any other Partner.

Prior to commencing live operations, the JOC will provide input to CAD configuration, dispatch process, performance objectives, radio procedures, automatic and mutual aid dispatch processes, system status algorithms, and generally advise the RFCF manager on other operational concerns.

After the RFCF commences live operations, the JOC will provide on-going input to the Dispatch Manager regarding policies and procedures governing the daily operation of the RFCF. This committee will meet quarterly or more frequently, as deemed necessary by the Parties.

VIII. Finance

A. Payment

Montecito shall pay District for dispatch services as defined in Appendix A, Financial Calculations.

B. Special Assessments

From time to time the District may decide and Montecito and the other Partners may agree to upgrade or enhance dispatch operations beyond the capabilities of the operating budget or reserve accounts. In this case, the costs associated with the proposed enhancements will be shared among Montecito and the Partners in the same proportion as the number of

dispatched incidents attributed to the jurisdiction of Montecito and each Partner in the previous fiscal year.

Special assessments shall be memorialized in writing as an amendment to this Agreement, and must be approved by District and Montecito.

C. Legacy Employees

The District shall utilize Montecito's legacy employees as detailed in Appendix D, Montecito Legacy Employees.

IX. Operating Systems

A. Radio Communications

1. Radio Channel Plan

Montecito agrees to use the District's existing VHF radio network and channel plan. The Joint Operations Committee will be responsible to review and comment upon changes to the channel plan. Montecito and the Partners agree to use clear text and NIIMS approved terminology in all radio communications.

2. Radio Coverage

Prior to the date the RFCF commences live regional operations and for the duration of this Agreement, the District will establish and maintain dispatch and command channel radio reception and talk-out capabilities on its network in Montecito's jurisdiction equal to or better than the coverage enjoyed by Montecito on its own network at the time the RFCF commences live operations. Such coverage will be at District expense except that any specific upgrades in service requested by Montecito above and beyond the coverage enjoyed by Montecito on its own network at the time the RFCF commences live regional operations shall be at Montecito's expense.

3. Existing Montecito Radio Infrastructure

Existing VHF frequencies licensed to Montecito by the Federal Communications Commission (FCC) will be made available for re-use in the regional system through re-licensing to the District. Said relicensing shall be accomplished as detailed in Appendix B, Communications.

As partial consideration for their participation in the RFCF, Montecito radios and equipment listed in Appendix B, Communications will become the property of the District as of the date the RFCF commences live regional operations.

The District has determined which Montecito transmit and receive sites will be retained for the regional system and will assume all responsibility for those sites listed in Appendix B, Communications.

4. Alerting

The District shall assign alert tone pairs for each unique Montecito unit listed in Appendix C, Alerting and Mobile Computers. It is the responsibility of Montecito, at its expense, expense and before the date the RFCF commences live operations, to equip necessary locations, apparatus and devices with the ability to receive the tones and convert them into useful alerting processes including integration with existing systems.

5. Mobile and Portable Radio Equipment

Before the date the RFCF commences live operations, Montecito will, at its cost, purchase and maintain mobile and portable radios compatible with the District's network.

B. Computer Aided Dispatch System (CAD)

The District will purchase and maintain a CAD platform with interfaces for existing supporting software including alerting, text/paging, ImageTrend, PulsePoint, Tablet Command, First Watch, and Intterra. CAD will be supported 24/7 with dedicated staff. The CAD system will have provisions for continuity of operations (COOP) and disaster recovery (DR).

Common CAD interfaces are listed in Appendix B, Communications. Any additional interfaces requested by Montecito for Montecito-specific operations shall be at Montecito's cost and may require amendments to the District's contracts regarding the CAD platform.

C. Mobile Computers

Montecito shall install and maintain mobile devices in each apparatus covered by this Agreement and listed in Appendix C, Alerting and Mobile Computers. Each device shall be capable of connecting to the District's CAD system to receive call information and post unit status. The District will provide mobile access through a CAD wide area network (WAN) or through an interface to CAD for other third-party systems (ex. Tablet Command).

Should Montecito elect to use the CAD WAN for its mobile services, Montecito shall establish a 'child' account on the District's 'parent' MPLS network. This connectivity shall be at Montecito's expense. To maintain standardization and security, the District will establish a list of permissible devices and software images for mobile computers on the WAN. Montecito agrees to follow all mobile operating protocols established through the regional dispatch governing process.

D. Common Response and System Status Plans

Montecito, as well as other Partners in the RFCF, shall jointly create common terminology for incident types and determine common response plans for

those incidents. It shall be the Joint Operations Committee's responsibility to establish, monitor and approve changes to this plan. Example:

A call type is defined as "Structure Fire – Residential". The Partners agree that a common response to this incident type is 3 engines, 1 truck and 1 battalion chief.

Montecito and the Partners will jointly create a comprehensive system status plan that will provide a dynamic move-up and coverage schema ensuring equitable and consistent response coverage.

E. Common Apparatus Numbering

The District and Montecito agree to adopt and use the county-wide apparatus numbering system established by the Santa Barbara County Fire Chiefs Association.

X. Data/Records

A. Custodian of Records

The District will designate a custodian of records for the RFCF. The custodian of records will ensure RFCF records are available and maintained in accordance with public records laws of the State of California. The custodian of records will create and maintain a standard set of CAD reports. Additionally, the custodian of records will create a policy and process for the release of CAD records, radio and telephone recordings and other data upon presentation of a subpoena or a request in compliance with the California Public Records Act.

Whenever a release involves Montecito's jurisdiction, the District shall notify Montecito before such disclosure.

B. Data Access

The District shall provide Montecito access to all data generated by the Computer Aided Dispatch System (CAD) pertinent to Montecito's operations via a secure replication server. Montecito is responsible for the security of any data retrieved from the District's system and held on a secure replication server.

C. Confidential Data

In the performance of the work or services provided under the terms of this Agreement, or in contemplation thereof, District may have access to private or confidential information that may be owned or controlled by Montecito. Therefore, District shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of said information and shall keep such information confidential, unless District is required by law to disclose it

D. Records Retention

In accord with California Government Code section 8546.7, the Parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor for three years following final payment under the Agreement. District will keep and maintain all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Montecito for a minimum period of three years (or for any longer period required by law) from the date of final payment to District under this Agreement. Upon reasonable notice, either Party shall have the right to inspect and audit any records maintained by the other Party relevant to this Agreement, to the extent allowed by law.

XI. Service Levels

Once the RFCF commences live operations, the following services and service levels will be provided by District to Montecito:

A. Emergency Call-taking

The District shall hire, train and schedule sufficient call-taking staff to answer 95% of 9-1-1 and 10-digit Montecito emergency calls within 15 seconds of the first ring. Additional standards may be established by the District in response to Next Generation 9-1-1 and ESInet implementation.

B. EMD

The District's call-takers shall provide each emergency call received from within Montecito's jurisdiction with appropriate Emergency Medical Dispatch (EMD) assistance, including pre-arrival instructions. The District will use the Priority Dispatch Corporation (PDC) ProQA and Aqua modules. All operational staff shall be trained, certified and periodically recertified by PDC. The District will maintain a quality improvement program for the EMD function in compliance with PDC guidelines.

The District will strive to be recognized as an Accredited Center of Excellence (ACE) by the National/International Academies of Emergency Dispatch, but is not required by this Agreement to obtain such accreditation.

C. Dispatch

District and Montecito, as well as any other Partners in the RFCF, will create a master automatic aid plan. The District will dispatch the nearest appropriate resources to incidents based upon the then-current location of regional resources and the needs of the call-in accordance with the master automatic aid plan and the resulting response areas and response plans programmed into the CAD system.

The District, with input from the Joint Executive Committee, shall establish dispatch performance standards.

D. Supervision

The District will always staff the RFCF with qualified dispatch supervision.

E. System Status Management

Immediately following an incident dispatch, the RFCF will redeploy (move up) resources according to the system status plan approved by the Joint Executive Committee. The RFCF status manager shall monitor and confirm that the designated resources redeploy according to the plan.

F. Administrative Calls

Within the first year of this Agreement, the District will calculate a baseline volume of administrative calls attributable to Montecito based upon the agreed normal operations of the RFCF as compared to total administrative calls received from within the coverage area of the RFCF.

In the event that future Montecito operations exceed the administrative call baseline established herein, the District will propose staffing options and/or fees to service the extra administrative call volume directly attributable Montecito's jurisdictional programs or operational changes above the baseline of administrative calls.

XII. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

District: Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

FAX: (805) 681-5563
Attention: Fire Chief

Montecito: Montecito Fire Department
595 San Ysidro Road
Santa Barbara, CA 93108

FAX: (866) 578-9448
Attention: Fire Chief

Or, to such other address as either Party may from time to time specify in writing to the other Party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the Party to whom it is sent as evidenced by confirmation slip.

XIII. Insurance

Each Party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement 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; and
- C. Worker's Compensation covering statutory requirements of the State of California.
- D. Upon request of the other, evidence of compliance with said insurance requirements shall promptly be supplied in writing.

XIV. Indemnification and Warranties

A. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to California Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead all Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party hereto, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement.

B. Warranty, Limitations thereof, and Limitations of Liability

In providing the technological services to Montecito, including any software or hardware utilized in connection with the dispatch services provided hereunder, District warrants that it will utilize its best efforts attempting to provide the technological services outlined herein. District does not, however, either expressly or impliedly, guarantee, warrant, or insure these services, or any software or hardware for fitness for any particular purpose, or represent or warrant that errors or omissions will not occur. In no event and under no circumstances will District, its officers, employees, agents or contractors, have any liability whatsoever for losses or damages caused by District, nor for any loss of use, lost profits, lost data or any other form of direct, indirect, special, or consequential damages, nor for any claim against District made by Montecito or by any other person or entity, arising from or in any way related to this Agreement even if District has been advised of the possibility of such claims or damages in advance, unless District expressly accepts responsibility for same in advance and in writing.

XV. Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld.

XVI. Successor

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Party except as provided in the Section XV, Assignment.

XVII. Waiver

- A. The failure or delay of any Party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Party to enforce each and every provision.
- B. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

XVIII. Severability

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for

any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

XIX. Entire Agreement

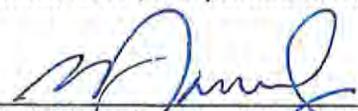
This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

XX. General Terms

- A. This Agreement shall not become a binding contract until signed by an authorized officer of each Party, and it is effective as of the date so signed by both parties. Any individual executing this Agreement on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of this Agreement.
- B. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.
- C. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- D. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- E. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all genders.
- F. A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- G. The Parties shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

- H. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Venue for any cause of action arising out of a right or duty hereunder shall be brought in the County of Santa Barbara.
- I. Neither District nor Montecito shall be deemed in default in the performance of the terms of this Agreement if either Party is prevented from performing the terms of this Agreement by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any Party delayed by force majeure shall, as soon as reasonably possible, give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Party written notice thereof and shall resume performance under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the June 29, 2021.

By: 
 Mark Hartwig, Fire Chief / Fire Warden
 Santa Barbara County Fire Protection District

Date: _____

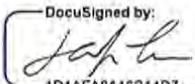
Date: _____

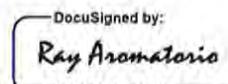
APPROVED AS TO FORM:

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

RAY AROMATORIO
RISK MANAGER

By: 
 ID: AFA8A16814D7...
 Deputy County Counsel

By: 
 B3DB8526E16F47F...
 Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement on June 29, 2021.

By: 
 Kevin Taylor, Fire Chief
 Montecito Fire Protection District

Appendix A

Financial Calculations

Appendix - A Financial Calculations

I. Start-Up Costs

The District is responsible for the initial capital, equipment, hiring, and training costs for the RFCF and the District owns and operates the dispatch center as the sole principal.

II. Fiscal Year

The annual fiscal year begins on July 1st and ends on June 30th.

III. Cost Allocation

The method for allocating costs among the Partners (for purposes of this Appendix A only, the term "Partner" shall refer to each entity participating in the RFCF and the term "Partners" shall refer to all entities participating in the RFCF) to the RFCF is based on a blend of equally shared, fixed operating costs and of proportionally shared operating and capital replacement set-aside costs.

A. Equally Shared Costs

Certain fixed operating costs will be billed equally to each Partner. The following line items are deemed fixed operating costs:

Communications	Household Supplies
Structure and Ground Maintenance	Copier Expense
Printing Expense	Contractual Services
Natural gas	Water
Motor Pool	General Liability
Telephone Services	

B. Proportionally Shared Costs

All other operating costs and the funding of the shared operating and capital replacement set-aside will be calculated based upon each Partner's percentage of actual incidents dispatched to a location within that Partner's jurisdiction.

The calculation of dispatched incidents is not related to which jurisdiction's resources responded to or mitigated the incident. Neither is it related to the number of 9-1-1 calls (or other notifications) received for an incident nor the number of resources dispatched to an incident.

1. Calculating Incidents Dispatched

On or before the 15th of January of each year, the RFCF manager shall determine the number of incidents dispatched for the previous calendar year for

each RFCF Partner. An incident is dispatched and billable when the following criteria have been fulfilled:¹

- 'Division' = (SBC) (CRP) (MTO) (STB) (LMP) (SMR) (GUA), .and.
- 'Time_First_Unit_Assigned' .not. null, .and.
- 'Problem_Nature' ≠ 'Test'

2. Apportioning Costs

The number of a Partner's dispatched incidents will be compared to the total dispatched incidents for the RFCF in that period and a percentage of dispatch effort will be assigned to each Partner.

C. Modifying Cost Allocation Formula

Any modification to the cost allocation method shall be agreed by all Parties to the Agreement and then made part of the Agreement by amendment. Changes to the cost allocation method will be implemented during the following annual budget development process

IV. Budget

The District is responsible for the development of the annual RFCF budget. Budget development will be conducted in the months of December and January, each fiscal year. The District will establish an annual meet and confer budget development meeting with all participating agencies during the month of January. The goal of the meeting is to receive recommendations and changes to operating budget from the partner agencies.

A draft of the final approved budget will be emailed to each participating agency for their records. Whenever possible the District will pursue grants and other funding opportunities to help offset costs or for facility and equipment purchases.

Quarterly budget to actual reporting will be provided for the following periods:

- Q1: July – September (On or Before October 20th)
- Q2: October – December (On or Before January 20th)
- Q3: January – March (On or Before April 20th)
- Q4: April – June (On or Before July 20th)

V. Restricted Capital Replacement Fund

The District will establish a Restricted Capital Replacement Fund to ensure that the RFCF is accumulating sufficient funds for the preventative maintenance, repair, renewal and replacement of capital assets in order to continue to provide critical RFCF services that contribute to public health and safety. This fund will provide reserves for the systematic preventative maintenance, repair, renewal and replacement of capital assets of the RFCF. Capital assets are all assets greater than \$5,000. In lieu of

¹ Data elements from TriTech tables.

Montecito funding the initial capital costs for the RFCF, Montecito will be billed a cost share towards the Restricted Capital Replacement Fund on a quarterly basis. Incidents dispatched is the defined method for calculating the Restricted Capital Replacement Fund.

The Restricted Capital Replacement Fund cannot be used for non-capital purposes. A fund balance reconciliation will be provided to Montecito on an annually basis. All withdrawals from the fund balance will be reported to the Montecito. Planned withdrawals for capital will be approved during the budget development process. If an unplanned event or emergency occurs, the District will notify Montecito via email as soon as is reasonably possible but not later than ten business days after the emergency acquisition.

Updating unit costs and recalculating repair and replacement costs will be repeated on an annual basis. Both inflationary cost factors as well as changes in the amount of funding requirements will need to be addressed each year during the annual budgetary review. During this process, an evaluation of existing capital assets will be made to ensure they still provide the most appropriate method to deliver services. Critical capital assets will be prioritized for replacement to ensure that the RFCF can continue to provide effective and expected service delivery.

Should Montecito elect to terminate this Agreement pursuant to Section V of the Agreement, Montecito's contribution for the Restricted Capital Replacement Fund will not be refunded and their portion of the Restricted Capital Replacement Fund will offset Montecito's use of the existing capital infrastructure.

VI. Billing

The District will bill Montecito based on budget for the first three quarters. The cost portion of the rate will be reconciled to actual cost in the 4th quarter invoice to Montecito.

A. Payment

Montecito will submit their portion of the cost share allocation to the District on a quarterly basis. Payments will be due on the following dates:

- Q1: October 20th
- Q2: January 20th
- Q3: April 20th
- Q4: July 20th

B. Late Payments

Payments received 60 days past the due date will be assessed a penalty of 1 ½% of the late payment and then for each 30-day (or major portion thereof) period the payment is late thereafter. Payments in arrears over 120 days constitute a breach of the Agreement.

VII. Dispute Resolution Process

Disputes arising out of this process shall be handled promptly. Montecito shall notify the District, in writing, of its dispute of any calculation within the Agreement. Montecito's notification shall state the specific calculation in question and the specific requested remedy. The District shall respond promptly providing additional information and data as appropriate.

If this level of contact does not solve the dispute, the respective fire chiefs shall meet to discuss a resolution. If the fire chiefs are unable to resolve further action will be taken at their direction.

Appendix B

Communications

Appendix - B Communications

I. Radio Frequencies

Montecito shall work with the District to convey ownership of the below listed FCC radio frequency to the District. Montecito will provide the required approvals and assist in the license transfers. The listed frequencies shall be used only in the radio plan for the RFCF and shall not be loaned or transferred to any other entity.

- A. (xxx.xxx)
- B. (xxx.xxx)
- C. (xxx.xxx)

Should Montecito elect to terminate the Agreement per Section V of the Agreement, the District shall take action and cooperate to reconvey the listed frequencies to Montecito. The District shall take all actions necessary to keep the licenses current throughout the term of this Agreement.

Should the listed frequencies become surplus to the District's needs, the District will consult Montecito prior to releasing the licenses. Should Montecito wish to retain the licenses, the District shall take action and cooperate to reconvey the desired frequencies to Montecito.

II. Equipment

Montecito herein transfers ownership of the below listed equipment to the District for exclusive use in the District's radio system. The equipment shall include any ancillary or connected equipment necessary to operate the serial numbered items listed below. Examples include but are not limited to antennas and cabling, receiver-combiners, RF filters, DC power supplies, AC UPS systems, comparators, voters, etc. The intent is to provide the Montecito radio system to the District in a turnkey serviceable condition. The District certifies that the equipment will be used in its system as operational equipment or as spares. Should the District determine it has no further use for said equipment it shall be disposed of in the manner prescribed by District policies.

Item

Serial Number

III. Communications Sites

To the extent possible by law and existing agreements, Montecito shall assign lease rights for the below listed communications sites to the District. The District shall become the lessee of record and shall maintain such lease for the duration of this Agreement unless the lease is no longer needed for regional communications use.

Should the District determine a communication site is surplus to its needs and intends to discontinue or nonrenew the lease, it shall give Montecito notice in such time that Montecito could indicate its desire for the District to assign the lease(s) to Montecito. The District shall cooperate in a business-like manner to assign any specified lease(s) to Montecito.

Should Montecito elect to terminate the Agreement per Section V of the Agreement, the District shall take action and cooperate to assign the lease(s) to Montecito at Montecito's request.

Site

Facilities Leased

Appendix C

Alerting & Mobile Computing

Alert Tone Allocation (Montecito)

Sta. 91	Medic Engine 91	Engine 391	Squad 91	Medic 91	Engine 691	USAR 91
Sta. 92	Medic Engine 92	Engine 392	Engine 93		Engine 692	

Fire Chief	Chief 900
Division Chief	Division 91
Battalion Chief	Battalion 91
Battalion Chief	Battalion 92
Battalion Chief	Battalion 93
Battalion Chief	Battalion 94

Mobile Computer Installation (not applicable – MTO using Tablet Command)

Appendix D

Montecito Legacy Employees

Appendix - D

Montecito Legacy Employees

I. Background

Upon the RFCF commencing live regional operations, Montecito will cease operation of its existing secondary public safety answering point. The District has agreed to utilize these existing Montecito employees classified as Dispatcher in the new Regional Fire Communications Facility (RFCF) as call-takers and/or dispatchers. It is the Parties intent that these employees remain Montecito employees and blend as seamlessly as possible into RFCF operations.

II. Employees Status

A. Number of employees

The District agrees to utilize up to three (3) Montecito employees at the time of Montecito's transition to the RFCF. No additional Montecito employees will be added to this agreement after that time.

B. Employer

Montecito will remain the employer of record for those employees utilized by the District. Montecito will remain responsible for wages, benefits, accrued leave balances and payments, worker's compensation liabilities, and all other employer responsibilities and liabilities.

C. Employee Benefits and Working Conditions

Montecito employees utilized by the District shall retain all the benefits and negotiated working conditions provided by Montecito at the time of the transition and for the duration of their employment with Montecito.

Notwithstanding the above paragraph, Montecito employees shall follow all the policies and procedures of the RFCF regarding reporting to work, scheduled breaks, time-off requests, health and safety requirements and other related actions that effectively blend the workforce.

D. Supervision and Training

The District will provide functional supervision, mentoring and training to the Montecito employees. Formal supervision including performance reviews, employee counselling and discipline, and response to grievance procedures will be the responsibility of Montecito. Montecito shall assign and identify to the District a supervisor of record for each employee to perform the above listed Montecito duties.

E. Competency

Montecito employees shall attain and retain all of the competency requirements for the position each fills in the RFCF including, but not limited to, EMD certification, APCO certifications, security background clearance, incident command system certifications and others as determined by the RFCF manager for all employees.

III. Financial and Procedural Considerations

A. Payroll

All regular pay, benefits, bonuses, overtime pay, and other remunerations shall be paid directly to the Montecito employee by Montecito.

B. Records

Montecito shall create, update, and retain all records pertaining to the Montecito employees. These records shall include all required by law and regulation as well as those for the employer/employee benefit such as personnel files, vaccination records, etc.

C. Establishing Competency and District Equivalent Pay

Prior to the transition, District staff and a representative from Montecito will evaluate each Montecito employee and determine the dispatch skill level of each based upon District position descriptions. Each Montecito employee will be assigned an equivalent position and step level based on years of service at Montecito.

For example, a Montecito employee qualifies for the equivalent District Dispatcher II position by skill level. The employee's years of service will establish at what equivalent pay step that employee would have attained as a District employee. This process will establish the equivalent pay as if the Montecito employee were a District employee.

D. Reimbursement by District

The District shall reimburse Montecito for the wages, overtime, benefits, and other employee costs in the amount the District would have paid to or for an employee under District equivalent pay scale (as budgeted) and as determined in Paragraph C above.

Should the Montecito employee subsequently qualify for a higher pay step or a promotion within the District's job classifications, the District shall reimburse Montecito at the amount budgeted for the higher pay step or promotion. Such higher qualifications for Montecito employees shall not be unreasonably withheld.

Payroll reconciliation and reimbursement to Montecito shall occur quarterly.

IV. Dispute Resolution

A. Employee Grievances

It is the intent of the Parties to resolve employee grievances at the lowest level. To this end, Montecito employees shall bring grievances to their District functional supervisor for resolution. Montecito employees may, at the same time, to meet time limitations imposed by the Montecito grievance procedure, file the grievance with the Montecito supervisor of record. Both supervisors shall meet with the employee to resolve the grievance. If the grievance cannot be resolved at this level, the Montecito grievance procedure shall be followed. The District and Montecito will work cooperatively to resolve the grievance.

B. Discrimination

Montecito employees shall follow the reporting and procedural requirements of the Montecito Fire Protection District discrimination and harassment policy.

C. Administrative Disputes

Administrative disputes regarding this Agreement shall be referred to the respective first line chief officers and escalated as necessary for resolution.



COOPERATIVE DISPATCH AGREEMENT
BETWEEN THE
SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT
AND THE
CITY OF SANTA MARIA

**Agreement between
the Santa Barbara County Fire Protection District and the City of Santa Maria
for the provision of emergency dispatch services.**

THIS AGREEMENT is made and entered into this 31st day of August, 2021, by and between the Santa Barbara County Fire Protection District, hereinafter "District", and the City of Santa Maria, hereinafter "City", both of which entities may be collectively referred to hereinafter as "Partners". The District may enter into Agreements with additional Partners for the Santa Barbara County Regional Fire Communications Facility (RFCF), the parameters of which are included in those separate Agreements.

I. Recitals

By the authority granted in the California Health and Safety Code, Division 12, Part 2.7 Fire Protection District Law of 1987, the District may enter into contracts related to emergency services for the protection of lives and property.

The City, a charter city under the California Constitution, Article 11, Local Government, may purchase services under the provisions of the Charter of the City of Santa Maria (rev. November 7, 2000) Article VI, Section 601.

The District proposes to operate the RFCF for the purpose of dispatching fire department, ambulance and other resources and conducting all other functions of a regional dispatch center.

City desires to receive dispatch services and share the benefits of regionalized and consolidated fire department and ambulance dispatch operations including nearest resource dispatching, regional system status management, common communications, common operating plans, cost savings and other efficiencies.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Partners as follows:

II. Intent

The District shall provide computerized dispatch services to City. Dispatch services will include, but are not limited to, receiving City calls for service via transferred 9-1-1, 10-digit and other means; alerting and dispatching City resources to incidents developing from calls for service; providing emergency medical dispatch (EMD) services to callers; providing incident support as required; providing system status management for coverage and move-up; compiling and securing data related to the dispatch processes.

III. Appendices

The following documents are attached as Appendices to this Agreement and incorporated by reference as though set forth in full:

Appendix A Financial Calculations

- Appendix B Communications
- Appendix C Alerting and Mobile Computing
- Appendix D Call Transfer Agreement

IV. Term

A. Initial Term

This Agreement shall commence on _____ and remain in force for five (5) years unless terminated under the provisions of Section V, Termination.

B. Renewal Term

Following completion of the Initial Term, the Agreement shall automatically renew each July 1st thereafter for three (3) year terms (each, a "Renewal Term"), unless terminated under the provisions of Section V, Termination.

V. Termination

Neither Partner shall terminate this Agreement for five (5) years from the date of the RFCF commencing live regional operations, except as specified below. After the five (5) year term, the Agreement may be terminated by either Partner, without cause, on June 30 of any year with a minimum of one-year notification of the other Partner.

A. By City

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then CITY will notify the DISTRICT of such occurrence and CITY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, CITY shall have no obligation to make payments for the remainder of the term.

For Cause

Should DISTRICT fail to pay the CITY all or any part of the payment set forth in Appendix A or materially breach any of the provisions of this Agreement, CITY may, at CITY'S option terminate this Agreement if such failure is not remedied by DISTRICT within thirty (30) days of written notice to DISTRICT of such late payment. The date of termination shall be the date the notice is received by DISTRICT, unless the notice directs otherwise.

B. By District

1. Nonappropriation of Funds

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or

local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then the DISTRICT will notify CITY of such occurrence and DISTRICT may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, DISTRICT shall have no obligation to provide services for the remainder of the term.

2. For Cause

Should CITY fail to pay the DISTRICT all or any part of the payment set forth in Appendix A, DISTRICT may, at DISTRICT'S option terminate this Agreement if such failure is not remedied by CITY within thirty (30) days of written notice to CITY of such late payment. Should CITY otherwise default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT'S sole option, terminate or suspend this Agreement in whole or in part by written notice. The date of termination shall be the date the notice is received by CITY, unless the notice directs otherwise.

C. Costs of Early Termination

In the event City terminates this Agreement prior to the expiration of its term, City agrees to reimburse the District for all expenses resulting from the early termination. In the event the District terminates this Agreement prior to the expiration of its term, District agrees to reimburse City for any expenses or advance costs paid for services not yet received.

D. Termination of Agreement

The Partners will work diligently and reasonably to assist one another in the separation process, should the Agreement be terminated. Within one hundred twenty (120) days of the delivery of a Notice of Termination, the parties shall complete a transition plan providing for an orderly transition of responsibilities from the District to the City. The transition plan shall ensure that there is no substantial disruption in the level of dispatch services to City and at a minimum shall include objectives, project phases, and timelines, division of equipment and project roles and responsibilities. Each party shall fund their respective costs in developing the transition plan.

VI. Governance

The District owns and operates the RFCF as the sole principal. The District shall retain all authority regarding employment, management, supervision, technical systems, regulatory obligations, licensure, contracts, and all other duties necessary to operate the RFCF.

A. Joint Executive Committee

The Partners will establish a Joint Executive Committee (JEC) comprised of the fire chiefs of the Partners to this agreement, as well as any other Partners

in the RFCF. The County Fire Chief shall chair the JEC and is responsible for administrative support of the committee.

The JEC will function in a collegial manner formulating and adjusting, as necessary, the RFCF business plan and budget. The JEC will share responsibility for future planning and execution under this Agreement. Each member's input shall be accorded equal weight in the decision process.

B. Regional Dispatch Executive Manager

The Regional Dispatch Executive Manager (Dispatch Manager), under the general direction of the District's Deputy Chief of Administration, administers the business plan approved by the JEC and the budget approved by the District. The Dispatch Manager shall maintain a consulting relationship with the Joint Operations Committee for significant policy and procedure changes, additions, and deletions.

C. Joint Operations Committee

The Partners to this Agreement, as well as any other Partners in the RFCF, will establish a Joint Operations Committee (JOC) consisting of one (1) member appointed by each of the Partners' respective fire chiefs.

Prior to commencing live operations, the JOC will provide input to CAD configuration, dispatch process, performance objectives, radio procedures, automatic and mutual aid dispatch processes, system status algorithms, and generally advise the RFCF manager on other operational concerns.

After the RFCF commences live operations, the JOC will provide on-going input to the Dispatch Manager regarding policies and procedures governing the daily operation of the RFCF. This committee will meet quarterly or more frequently, as deemed necessary by the Partners.

VII. Finance

A. Payment

City shall pay District for dispatch services as defined in Appendix A, Financial Calculations.

B. Special Assessments

From time to time the District may decide and the Partners agree to upgrade or enhance dispatch operations beyond the capabilities of the operating budget or reserve accounts. In this case, the costs associated with the proposed enhancements will be shared among the Partners in the same proportion as the number of dispatched incidents attributed to the jurisdiction of each Partner in the previous fiscal year.

Special assessments shall be memorialized in writing as an amendment to this Agreement.

VIII. Operating Systems

A. Radio Communications

1. Radio Channel Plan

City agrees to use the District's existing VHF radio network and channel plan. The Joint Operations Committee will be responsible to review and comment upon changes to the channel plan. The Partners agree to use clear text and NIIMS approved terminology in all radio communications.

2. Radio Coverage

Prior to the date the RFCF commences live regional operations and for the duration of this Agreement, the District will establish and maintain dispatch and command channel radio reception and talk-out capabilities on its network in City's jurisdiction equal to or better than the coverage enjoyed by City on its own network at the time the RFCF commences live operations. Such coverage will be at District expense except that any specific upgrades in service requested by City above and beyond the coverage enjoyed by City on its own network at the time the RFCF commences live regional operations shall be at City's expense.

3. Existing City Radio Infrastructure

Existing VHF frequencies licensed to City by the Federal Communications Commission (FCC) will be made available for re-use in the regional system. Said relicensing shall be accomplished as detailed in Appendix B, Communications.

As partial consideration for their participation in the RFCF, City radios and equipment listed in Appendix B, Communications will become available to the District as of the date the RFCF commences live regional operations.

The District has determined which City transmit and receive sites will be retained for the regional system and will assume all responsibility for operating and maintaining those sites listed in Appendix B, Communications.

4. Alerting

The City utilizes an internet protocol (IP) network-based station alerting system from Locution Systems, Inc. This system is not the standard form of station alerting provided by the District in the RFCF. However, recognizing the desire for IP station alerting systems in the future and to accommodate the City, the District will acquire an application programming interface (API) between the District's Tritech CAD system and the Locution

alerting system. The District will pay for all Tritech costs including engineering and project management. The City will pay only for the portion of the interface development charged by Locution Systems. The District will thereafter maintain the Locution interface with the CAD system.

5. Mobile and Portable Radio Equipment

Before the date the RFCF commences live operations, City will, at its cost, purchase and maintain mobile and portable radios compatible with the District's network.

B. Computer Aided Dispatch System (CAD)

The District will purchase and maintain a CAD platform with interfaces for existing supporting software including alerting, text/paging, ImageTrend, PulsePoint, Tablet Command, First Watch, and Intterra. CAD will be supported 24/7 with dedicated staff. The CAD system will have provisions for continuity of operations (COOP) and disaster recovery (DR).

Common CAD interfaces are listed in Appendix B, Communications. Any additional interfaces requested by City for City-specific operations shall be at City's cost and may require amendments to the District's contracts regarding the CAD platform.

C. Mobile Computers

City shall install and maintain mobile devices in each apparatus covered by this Agreement and listed in Appendix C, Alerting and Mobile Computers. Each device shall be capable of connecting to the District's CAD system to receive call information and post unit status. The District will provide mobile access through a CAD wide area network (WAN) or through an interface to CAD for other third-party systems (ex. Tablet Command).

Should City elect to use the CAD WAN for its mobile services, City shall establish a 'child' account on the District's 'parent' MPLS network. This connectivity shall be at City's expense. To maintain standardization and security, the District will establish a list of permissible devices and software images for mobile computers on the WAN. City agrees to follow all mobile operating protocols established through the regional dispatch governing process.

D. Common Response and System Status Plans

The Partners, as well as any other Partners in the RFCF, shall jointly create common terminology for incident types and determine common response plans for those incidents. It shall be the Joint Operations Committee's responsibility to establish, monitor and approve changes to this plan. Example:

A call type is defined as "Structure Fire – Residential". The Partners agree that a common response to this incident type is 3 engines, 1 truck and 1 battalion chief.

The Partners will jointly create a comprehensive system status plan that will provide a dynamic move-up and coverage schema ensuring equitable and consistent response coverage.

E. Common Apparatus Numbering

The District and City agree to adopt and use the county-wide apparatus numbering system established by the Santa Barbara County Fire Chiefs Association.

IX. Data/Records

A. Custodian of Records

The District will designate a custodian of records for the RFCF. The custodian of records will ensure RFCF records are available and maintained in accordance with public records laws of the State of California. The custodian of records will create and maintain a standard set of CAD reports.

Additionally, the custodian of records will create a policy and process for the release of CAD records, radio and telephone recordings and other data upon presentation of a subpoena or a request in compliance with the California Public Records Act.

Whenever a release involves City's jurisdiction, the District shall use best efforts to notify City before such disclosure or as soon thereafter as reasonably possible.

B. Data Access

The District shall provide City access to all data generated by the Computer Aided Dispatch System (CAD) pertinent to City's operations via a secure replication server. City is responsible for the security of any data retrieved from the District's system and held on a secure replication server.

C. Confidential Data

In the performance of the work or services provided under the terms of this Agreement, or in contemplation thereof, District may have access to private or confidential information that may be owned or controlled by City. Therefore, District shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of said information and shall keep such information confidential, unless District or City is required by law to disclose it.

D. Records Retention

In accord with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor for three years following final payment under the Agreement. District will keep and maintain all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three years (or for any longer period required by law) from the date of final payment to District under this Agreement. Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

X. Service Levels

Once the RFCF commences live operations, the following services and service levels will be provided by District to City:

A. Emergency Call-taking

The District shall hire, train and schedule sufficient call-taking staff to answer 95% of 9-1-1 and 10-digit City emergency calls within 15 seconds of the first ring. Additional standards may be established by the District in response to Next Generation 9-1-1 and ESInet implementation.

B. EMD

The District's call-takers shall provide each emergency call received from within City's jurisdiction with appropriate Emergency Medical Dispatch (EMD) assistance, including pre-arrival instructions. The District will use the Priority Dispatch Corporation (PDC) ProQA and Aqua modules. All operational staff shall be trained, certified and maintain certification by PDC. The District will maintain a quality improvement program for the EMD function in compliance with PDC guidelines.

The District will strive to be recognized as an Accredited Center of Excellence (ACE) by the National/International Academies of Emergency Dispatch, but is not required by this Agreement to obtain such accreditation.

C. Dispatch

The Partners to this Agreement, as well as any other Partners in the RFCF, will create a master automatic aid plan. The District will dispatch the nearest appropriate resources to incidents based upon the then-current location of regional resources and the needs of the call-in accordance with the master automatic aid plan and the resulting response areas and response plans programmed into the CAD system.

The District, with input from the Joint Executive Committee, shall establish dispatch performance standards.

D. Supervision

The District shall always staff the RFCF with qualified dispatch supervision.

E. System Status Management

Immediately following an incident dispatch, the RFCF will redeploy (move up) resources according to the system status plan approved by the Joint Executive Committee. The RFCF status manager shall monitor and confirm that the designated resources redeploy according to the plan.

F. Administrative Calls

Within the first year of this Agreement, the District will calculate a baseline volume of administrative calls attributable to City based upon the agreed normal operations of the RFCF as compared to total administrative calls received from within the coverage area of the RFCF.

In the event that future City operations exceed the administrative call baseline established herein, the District will propose staffing options and/or fees to service the extra administrative call volume directly attributable City's jurisdictional programs or operational changes above the baseline of administrative calls.

XI. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

District: Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

FAX: (805) 681-5563
Attention: Fire Chief

City: _____

FAX:
Attention:

Or, to such other address as either Partner may from time to time specify in writing to the other Partner. Any notice shall be effective only upon delivery, which for any

notice given by facsimile shall mean notice that has been received by the Partner to whom it is sent as evidenced by confirmation slip.

XII. Insurance

Each Partner shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement 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; and
- C. Worker's Compensation covering statutory requirements of the State of California.
- D. Upon request of the other, evidence of compliance with said insurance requirements shall promptly be supplied in writing.

XIII. Indemnification and Warranties

A. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Partners pursuant to California Government Code Section 895.6, the Partners agree that all losses or liabilities incurred by a Partner shall not be shared pro rata but instead all Partners agree that pursuant to California Government Code Section 895.4, each of the Partners hereto shall fully indemnify and hold each of the other Partners, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Partner, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Partner under this Agreement. No Partner, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Partners hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Partners under this Agreement.

B. Warranty, Limitations thereof, and Limitations of Liability

In providing the technological services to City, including any software or hardware utilized in connection with the dispatch services provided hereunder, District warrants that it will utilize its best efforts attempting to provide the technological services outlined herein. District does not, however, either expressly or impliedly, guarantee, warrant, or insure these services, or any software or hardware for fitness for any particular purpose, or represent or warrant that errors or omissions will not occur. In no event and under no circumstances will District, its officers, employees, agents or contractors, have any liability whatsoever for losses or damages caused by District, nor for any loss of use, lost profits, lost data or any other form of direct, indirect, special, or consequential damages, nor for any claim against District made by City or by any other person or entity, arising from or in any way related to this Agreement even if District has been advised of the possibility of such claims or damages in advance, unless District expressly accepts responsibility for same in advance and in writing.

XIV. Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Partner without the prior written consent of the other Partner, which consent will not be unreasonably withheld.

XV. Successor

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Partners hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Partner except as provided in the Section XIV, Assignment.

XVI. Waiver

- A. The failure or delay of any Partner to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Partner to enforce each and every provision.
- B. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Partner claimed to have waived or consented. Any consent by any Partner to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

XVII. Severability

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this

Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

XVIII. Entire Agreement

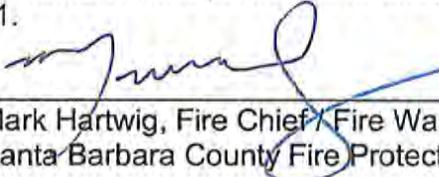
This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Partners hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

XIX. General Terms

- A. This Agreement shall not become a binding contract until signed by an authorized officer of each Partner, and it is effective as of the date so signed by both parties. Any individual executing this Agreement on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of this Agreement.
- B. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.
- C. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- D. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- E. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all genders.
- F. A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Partners agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- G. The parties shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

- H. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Venue for any cause of action arising out of a right or duty hereunder shall be brought in the County of Santa Barbara or the United States District Court for the Central District.
- I. Neither District nor City shall be deemed in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 31st day of August, 2021.

By: 

 Mark Hartwig, Fire Chief / Fire Warden
 Santa Barbara County Fire Protection District

Date: _____

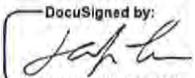
Date: _____

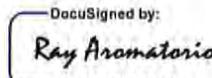
APPROVED AS TO FORM:

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

RAY AROMATORIO
RISK MANAGER

DocuSigned by:

 By: _____
 1D1AEFABA18B1407
 Deputy County Counsel

DocuSigned by:

 By: _____
 D3DBA528E18E47E
 Risk Manager

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2021.

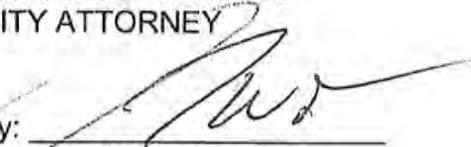
By: 

 Jason Stilwell, City Manager
 City of Santa Maria

Date: July 20, 2021

APPROVED AS TO FORM:

THOMAS T. WATSON
CITY ATTORNEY

By: 

City Attorney

Appendix A

Financial Calculations

Appendix - A

Financial Calculations

I. Start-Up Costs

The District is responsible for the initial capital, equipment, hiring, and training costs for the RFCF and the District owns and operates the dispatch center as the sole principal.

II. Fiscal Year

The annual fiscal year begins on July 1st and ends on June 30th.

III. Cost Allocation

The method for allocating costs among the Partners to the RFCF is based on a blend of equally shared, fixed operating costs and of proportionally shared operating and capital replacement set-aside costs.

A. Equally Shared Costs

Certain fixed operating costs will be billed equally to each Partner. The following line items are deemed fixed operating costs:

Communications	Household Supplies
Structure and Ground Maintenance	Copier Expense
Printing Expense	Contractual Services
Natural gas	Water
Motor Pool	General Liability
Telephone Services	

B. Proportionally Shared Costs

All other operating costs and the funding of the shared operating and capital replacement set-aside will be calculated based upon each Partner's percentage of actual incidents dispatched to a location within that Partner's jurisdiction.

The calculation of dispatched incidents is not related to which jurisdiction's resources responded to or mitigated the incident. Neither is it related to the number of 9-1-1 calls (or other notifications) received for an incident nor the number of resources dispatched to an incident.

1. Calculating Incidents Dispatched

On or before the 15th of January of each year, the RFCF manager shall determine the number of incidents dispatched for the previous calendar year for each RFCF Partner. An incident is dispatched and billable when the following criteria have been fulfilled:¹

¹ Data elements from TriTech tables.

- 'Division' = (SBC) (CRP) (MTO) (STB) (LMP) (SMR) (GUA), .and.
- 'Time_First_Unit_Assigned' .not. null, .and.
- 'Problem_Nature' ≠ 'Test'

2. Apportioning Costs

The number of a Partner's dispatched incidents will be compared to the total dispatched incidents for the RFCF in that period and a percentage of dispatch effort will be assigned to each Partner.

C. Modifying Cost Allocation Formula

Any modification to the cost allocation method shall be agreed by all Parties to the Agreement and then made part of the Agreement by amendment. Changes to the cost allocation method will be implemented during the following annual budget development process

IV. Budget

The District is responsible for the development of the annual RFCF budget. Budget development will be conducted in the months of December and January, each fiscal year. The District will establish an annual meet and confer budget development meeting with all participating agencies during the month of January. The goal of the meeting is to receive recommendations and changes to operating budget from the partner agencies.

A draft of the final approved budget will be emailed to each participating agency for their records. Whenever possible the District will pursue grants and other funding opportunities to help offset costs or for facility and equipment purchases.

Quarterly budget to actual reporting will be provided for the following periods:

- Q1: July – September (On or Before October 20th)
- Q2: October – December (On or Before January 20th)
- Q3: January – March (On or Before April 20th)
- Q4: April – June (On or Before July 20th)

V. Restricted Capital Replacement Fund

The District will establish a Restricted Capital Replacement Fund to ensure that the RFCF is accumulating sufficient funds for the preventative maintenance, repair, renewal and replacement of capital assets in order to continue to provide critical RFCF services that contribute to public health and safety. This fund will provide reserves for the systematic preventative maintenance, repair, renewal and replacement of capital assets of the RFCF. Capital assets are all assets greater than \$5,000. In lieu of City funding the initial capital costs for the RFCF, City will be billed a cost share towards the Restricted Capital Replacement Fund on a quarterly basis. Incidents dispatched is the defined method for calculating the Restricted Capital Replacement Fund.

The Restricted Capital Replacement Fund cannot be used for non-capital purposes. A fund balance reconciliation will be provided to City on an annually basis. All withdrawals from the fund balance will be reported to the City. Planned withdrawals for capital will be approved during the budget development process. If an unplanned event or emergency occurs, the District will notify City via email as soon as is reasonably possible but not later than ten business days after the emergency acquisition.

Updating unit costs and recalculating repair and replacement costs will be repeated on an annual basis. Both inflationary cost factors as well as changes in the amount of funding requirements will need to be addressed each year during the annual budgetary review. During this process, an evaluation of existing capital assets will be made to ensure they still provide the most appropriate method to deliver services. Critical capital assets will be prioritized for replacement to ensure that the RFCF can continue to provide effective and expected service delivery.

Should City elect to terminate this Agreement pursuant to Section V of the Agreement, City's contribution for the Restricted Capital Replacement Fund will not be refunded and their portion of the Restricted Capital Replacement Fund will off-set City's use of the existing capital infrastructure.

VI. Billing

The District will bill City based on budget for the first three quarters. The cost portion of the rate will be reconciled to actual cost in the 4th quarter invoice to City.

A. Payment

City will submit their portion of the cost share allocation to the District on a quarterly basis. Payments will be due on the following dates:

- Q1: October 20th
- Q2: January 20th
- Q3: April 20th
- Q4: July 20th

B. Late Payments

Payments received 60 days past the due date will be assessed a penalty of 1 ½% of the late payment and then for each 30-day (or major portion thereof) period the payment is late thereafter. Payments in arrears over 120 days constitute a breach of the Agreement.

VII. Dispute Resolution Process

Disputes arising out of this process shall be handled promptly. City shall notify the District, in writing, of its dispute of any calculation within the Agreement. City's notification shall state the specific calculation in question and the specific requested remedy. The District shall respond promptly providing additional information and data as appropriate.

If this level of contact does not solve the dispute, the respective fire chiefs shall meet to discuss a resolution. If the fire chiefs are unable to resolve further action will be taken at their direction.

Appendix B

Communications

Appendix - B Communications

I. Radio Frequencies

The City currently holds the Federal Communications Commission (FCC) licenses for the VHF radio frequencies and sites listed below. In the course of improving radio coverage and operational capabilities, the District may wish to incorporate one or more City frequencies into the communications plan of the RFCF. Should the District have use for one or more of the listed frequencies, the City shall, at its discretion:

- A. Retain licensure of the frequency and make it available to the District through a letter authorizing the District to use the frequency. The City will make this authorization non-revocable for the duration of this Agreement. The City will be responsible for all on-going licensure costs and costs to relicense the frequency to a site compatible with the District's communications plan.
- B. Alternatively, the City may convey the license to the District in which case the District will be responsible for all future licensing and relicensing fees.

Should the City decide not to continue the licensing of any of the listed frequencies, the City shall notify the District and the City will convey to the District those frequencies that the District requests. The City shall not assess any costs to the District and the District will be responsible for all relicensing fees.

Frequency	Licensed Site	Licensed Site	Licensed Site
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II. Equipment

The District does not anticipate using any of the City's existing radio equipment. However, it is possible, at the time the RFCF goes live, that some City equipment may be useful in maintaining or improving radio coverage to the City under Section VIII, A, 2 of this Agreement. In that case, the City, at its discretion, will transfer ownership of the below listed equipment to the District for exclusive use in the District's radio system.

The equipment shall include any ancillary or connected equipment necessary to operate the serial numbered items listed below. Examples include antennas and cabling, receiver-combiners, RF filters, DC power supplies, AC UPS systems, comparators, voters, etc.

The District certifies that the equipment will be used in its system as operational equipment or as spares. Should the District determine it has no further use for said equipment it shall be disposed of in the manner prescribed by District policies. The City shall not charge the District for this equipment.

Item

Serial Number

III. Communications Sites

The District may have needs for specific sites owned or leased by the City for its current VHF radio system. The purpose of these sites would be to maintain or improve radio service to the City as proposed under Section VIII, A, 2 of this Agreement.

The District shall be granted access to and space on the City-owned sites to meet the radio communications needs expressed in this Appendix. To the extent possible by law and existing agreements, the City shall convey to the District lease rights for sites that the City leases and which may be required to meet the radio requirements of this Agreement. The District shall become the lessee of record and shall maintain such lease for the duration of this Agreement unless the lease is no longer needed for regional communications use.

Should the District determine a communication site is surplus to its needs, it shall give the City notice of intent to discontinue the lease in such time that City could re-claim the lease for its needs. The District shall cooperate in a business-like manner to reconvey the specified lease(s) to the City.

Should the City elect to withdraw from the RFCF per Section V of the Agreement, the District shall take action and cooperate to reconvey the lease(s) to the City at the City's request.

The below listed sites are covered under this Agreement.

Site

Facilities Leased

Appendix C

Alerting & Mobile Computing

Alert Tone Allocation (Santa Maria)

Sta. 1	Engine 1	Truck 1	Breathing Support 1		
Sta. 2	Engine 2	USAR 2			
Sta. 3	Engine 3	Engine 103	OES Eng. 337		
Sta. 4	Engine 4	Engine 104			
Sta. 5	Engine 5	Engine 305			
Sta. 6	ARFF 6	ARFF 106			

Fire Chief	Chief 100
Deputy Chief	Division 101
Battalion Chief	Battalion 1
Battalion Chief	Battalion 2
Battalion Chief	Battalion 3
Battalion Chief	Battalion 4

Mobile Computer Installation

Sta. 1	Engine 1	Truck 1	
Sta. 2	Engine 2	USAR 1	
Sta. 3	Engine 3	Engine 103	OES Eng. 337
Sta. 4	Engine 4	Engine 104	
Sta. 5	Engine 5	Engine 305	
Sta. 6	ARFF 6	ARFF 106	

Fire Chief	Chief 100
Deputy Chief	Division 101
Battalion Chief	Battalion 1
Battalion Chief	Battalion 2
Battalion Chief	Battalion 3
Battalion Chief	Battalion 4

Appendix D

Call Transfer Agreement

Call Transfer Agreement

Between

The City of Santa Maria Police Department
Public Safety Answering Point

and

The Santa Barbara County Fire Department
Regional Fire Communications Facility

I. Intent

The intent of this agreement is to ensure appropriate and rapid transfer of designated calls for service from the City of Santa Maria Primary Public Safety Answering Point (City) to the Santa Barbara County Fire Department Secondary Public Safety answering Point (RFCF). When the City receives a medical emergency, rescue, reported fire, hazardous materials release, or any other Fire-EMS related incident on its 9-1-1 or 10-digit lines, the call will be transferred to the RFCF as provided for below, for dispatch of appropriate fire and ambulance resources and the provision of Emergency Medical Dispatch (EMD) to the caller as appropriate.

II. Definitions

A. Medical Emergency

Any call for which there is or may be a need to provide emergency medical dispatch (EMD), pre-hospital care or ambulance transport. These events include, but are not limited to, illness or injury, vehicle accidents (or other transportation incidents), physical rescues (water, high angle, confined space, etc.), and hazardous materials releases with reported or possible injuries.

B. Fire Emergency

Any event which requires the effort of fire suppression resources. Incidents include but are not limited to fires, smoke checks, fire alarms, aircraft standby, and hazardous conditions (gas leak, wires down, etc.).

C. Non-transferrable calls

Any call such a radio call, a ten-digit call etc. that cannot be transferred but requires medical or fire resources.

III. Policy

The City will transfer all calls for medical or fire emergencies to the RFCF pursuant to the provisions of this policy. This transfer of non-criminal medical or fire emergencies shall be accomplished 95% of the time in-thirty (30) seconds or less from the time the call is answered at the City.

IV. Procedures

The City will answer 9-1-1 calls in the manner provided in their internal procedures. Medical and/or Fire Emergencies will be transferred using the following procedures.

A. Non-criminal Medical or Fire Emergency

1. Upon confirmation that the caller is reporting a non-criminal medical emergency or reported fire, the City shall take the following actions before transferring the call:
 - a. Create a record of the incident
 - b. Confirm the location of the incident
 - c. Obtain a callback number
 - d. Tell the caller: ***“Do not hang up; I am connecting you with the fire department.”***
2. The City call-taker shall then transfer the call to the RFCF. A three-way conference call will be created between the caller and both communications centers. The City call-taker will remain on the line with the caller and the RFCF call-taker. Once the City call-taker has confirmed that the caller and the RFCF call-taker have made contact, the City call-taker may disconnect or monitor the call for any assistance the law enforcement agency may be able to render. The RFCF will provide Emergency Medical Dispatch (EMD) pre-arrival instructions as appropriate.

B. Crime-related Medical or Fire Emergency

Upon confirmation that the caller is reporting a crime-related medical emergency or crime-related fire emergency, the City call-taker will make one of the following decisions as to the criticality of fire and/or ambulance response related to a crime in progress and take the associated action:

1. Determine that the situation requires the call-taker to continuously engage the caller for the public safety and for law-enforcement operations. In this instance the City staff will notify the RFCF via the ring-down line providing patient information as available, response priority, and staging location if required.
2. Determine that the situation requires a certain amount of law-enforcement information but that the caller and/or patient will benefit from EMD. In this case the City call-taker will obtain the appropriate law-enforcement information and then transfer the call.
3. Determine that the caller and/or patient are a higher priority than law-enforcement information and immediately transfer the call to the RFCF. The City call-taker may remain on the line or request the RFCF to re-transfer the call at the conclusion of RFCF business.

C. Non-transfer Calls

This call type will require the City to request medical and/or fire resources via the interagency ring down line. The City will provide the following:

1. Incident type
2. Incident location
3. Callback phone number
4. Staging requirements as appropriate

V. Standards

- A. Quality assurance managers from City and the RFCF shall meet quarterly to discuss processes and review eCATS data to ensure 95% of required calls are transferred within 30 seconds (NFPA Standard 1710, Section 4.1.2.3.2).
- B. Quality assurance managers from City and the RFCF shall randomly review 20 transferred calls each quarter prior to the quarterly meeting and any of those calls not meeting policy standards will be discussed at the meeting.
- C. Where possible, each Party will exchange instructors during initial or on-going dispatcher training to share experiences and promote exceptional service.

The Parties agree to use the procedures and standards described above when transferring medical and fire-related emergency calls.



Cooperative Dispatch Agreement

between the

Santa Barbara County Fire Protection District

and the

City of Santa Barbara

**Agreement between
the Santa Barbara County Fire Protection District and the City of Santa Barbara
for the provision of emergency dispatch services.**

THIS AGREEMENT is made and entered into this 16th day of November 2021, by and between the Santa Barbara County Fire Protection District, hereinafter "District", and the City of Santa Barbara, hereinafter "City", both of which entities may be collectively referred to hereinafter as "Partners". The District may enter into Agreements with additional Partners for the Santa Barbara County Regional Fire Communications Facility (RFCF), the parameters of which are included in those separate Agreements.

I. Recitals

By the authority granted in the California Health and Safety Code, Division 12, Part 2.7 Fire Protection District Law of 1987, the District may enter into contracts related to emergency services for the protection of lives and property.

The City, a charter city under the California Constitution, Article 11, Local Government, may enter into contracts for city services under the provisions of the Charter of the City of Santa Barbara (rev. November 6, 2018) Article V, Sections 518 and 521.

The District proposes to operate the RFCF for the purpose of dispatching fire department, ambulance and other resources and conducting all other functions of a regional dispatch center.

City desires to receive dispatch services and share the benefits of regionalized and consolidated fire department and ambulance dispatch operations including nearest resource dispatching, regional system status management, common communications, common operating plans, cost savings and other efficiencies.

NOW THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Partners as follows:

II. Intent

The District shall provide computerized dispatch services to City. Dispatch services will include, but are not limited to, receiving City calls for service via transferred 9-1-1, 10-digit and other means; alerting and dispatching City resources to incidents developing from calls for service; providing emergency medical dispatch (EMD) services to callers; providing incident support as required; providing system status management for coverage and move-up; compiling and securing data related to the dispatch processes.

III. Appendices

The following documents are attached as Appendices to this Agreement and incorporated by reference as though set forth in full:

Appendix A	Financial Calculations
Appendix B	Communications
Appendix C	Alerting and Mobile Computing
Appendix D	Call Transfer Agreement

IV. Term

A. Initial Term

This Agreement shall commence on _____ and remain in force for five (5) years unless terminated under the provisions of Section V, Termination.

B. Renewal Term

Following completion of the Initial Term, the Agreement may be renewed each July 1st thereafter for three (3) year terms (each, a "Renewal Term"), upon written notice to District from City ninety (90) days prior to the beginning of each Renewal term, unless terminated under the provisions of Section V, Termination.

V. Termination

Neither Partner shall terminate this Agreement for five (5) years from the date of the RFCF commencing live regional operations, except as specified below. After the five (5) year term, the Agreement may be terminated by either Partner, without cause, on June 30 of any year with a minimum of one-year notification of the other Partner.

A. By City

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then CITY will notify the DISTRICT of such occurrence and CITY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, CITY shall have no obligation to make payments for the remainder of the term.

B. By District

1. Nonappropriation of Funds

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then the DISTRICT will notify CITY of such occurrence and DISTRICT may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision,

DISTRICT shall have no obligation to provide services for the remainder of the term.

2. For Cause

Should CITY fail to pay the DISTRICT, and City has not provided notice as set forth in Section V A above, all or any part of the payment set forth in Appendix A, DISTRICT may, at DISTRICT'S option terminate this Agreement if such failure is not remedied by CITY within thirty (30) days of written notice to CITY of such late payment. Should CITY otherwise default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT'S sole option, terminate or suspend this Agreement in whole or in part by written notice. The date of termination shall be the date the notice is received by CITY, unless the notice directs otherwise.

C. Costs of Early Termination

In the event City terminates this Agreement prior to the expiration of its term, City agrees to reimburse the District for all expenses resulting from the early termination but only as to those expenses incurred prior to the date of City's notice to terminate. In the event the District terminates this Agreement prior to the expiration of its term, District agrees to reimburse City for any advance costs paid for services not yet received.

D. Termination of Agreement

The Partners will work diligently and reasonably to assist one another in the separation process, should the Agreement be terminated. Within one hundred twenty (120) days of the delivery of a Notice of Termination, the parties shall complete a transition plan providing for an orderly transition of responsibilities from the District to the City. The transition plan shall ensure that there is no substantial disruption in the level of dispatch services to City and at a minimum shall include objectives, project phases, and timelines, division of equipment and project roles and responsibilities. Each party shall fund their respective costs in developing the transition plan.

VI. Governance

The District owns and operates the RFCF as the sole principal. The District shall retain all authority regarding employment, management, supervision, technical systems, regulatory obligations, licensure, contracts, and all other duties necessary to operate the RFCF.

A. Joint Executive Committee

The Partners will establish a Joint Executive Committee (JEC) comprised of the fire chiefs of the Partners to this agreement, as well as any other Partners in the RFCF. The County Fire Chief shall chair the JEC and is responsible for administrative support of the committee.

The JEC will function in a collegial manner formulating and adjusting, as necessary, the RFCF business plan and budget. The JEC will share responsibility for future planning and execution under this Agreement. Each member's input shall be accorded equal weight in the decision process.

B. Regional Dispatch Executive Manager

The Regional Dispatch Executive Manager (Dispatch Manager), under the general direction of the District's Deputy Chief of Administration, administers the business plan approved by the JEC and the budget approved by the District. The Dispatch Manager shall maintain a consulting relationship with the Joint Operations Committee for significant policy and procedure changes, additions, and deletions.

C. Joint Operations Committee

The Partners to this Agreement, as well as any other Partners in the RFCF, will establish a Joint Operations Committee (JOC) consisting of one (1) member appointed by each of the Partners' respective fire chiefs.

Prior to commencing live operations, the JOC will provide input to CAD configuration, dispatch process, performance objectives, radio procedures, automatic and mutual aid dispatch processes, system status algorithms, and generally advise the RFCF manager on other operational concerns.

After the RFCF commences live operations, the JOC will provide on-going input to the Dispatch Manager regarding policies and procedures governing the daily operation of the RFCF. This committee will meet quarterly or more frequently, as deemed necessary by the Partners.

VII. Finance

A. Payment

City shall pay District for dispatch services as defined in Appendix A, Financial Calculations.

B. Special Assessments

From time to time the District may decide and the Partners agree to upgrade or enhance dispatch operations beyond the capabilities of the operating budget or reserve accounts. In this case, the costs associated with the proposed enhancements will be shared among the Partners in the same proportion as the number of dispatched incidents attributed to the jurisdiction of each Partner in the previous fiscal year.

Special assessments shall be memorialized in writing as an amendment to this Agreement.

The Partners shall engage in reasonable and good faith discussions to resolve any dispute arising out of or related to a special assessment. If the Partners are unable to agree between themselves, the Partners will submit the dispute to non-binding mediation conducted in Santa Barbara, California by a private mediator agreed to by both Partners. If the Partners cannot agree on a mediator, the mediator may be selected by a nationally recognized, independent arbitration or mediation organization to which the Partners mutually agree. The costs of mediation shall be borne equally by the Partners, and each party shall pay its own expenses.

VIII. Operating Systems

A. Radio Communications

1. Radio Channel Plan

City agrees to use the District's existing VHF radio network and channel plan. The Joint Operations Committee will be responsible to review and comment upon changes to the channel plan. The Partners agree to use clear text and NIIMS approved terminology in all radio communications.

2. Radio Coverage

Prior to the date the RFCF commences live regional operations and for the duration of this Agreement, the District will establish and maintain dispatch and command channel radio reception and talk-out capabilities on its network in City's jurisdiction equal to or better than the coverage enjoyed by City on its own network at the time the RFCF commences live operations. Such coverage will be at District expense except that any specific upgrades in service requested by City above and beyond the coverage enjoyed by City on its own network at the time the RFCF commences live regional operations shall be at City's expense.

3. Existing City Radio Infrastructure

Existing VHF frequencies licensed to City by the Federal Communications Commission (FCC) will be made available for re-use in the regional system through re-licensing to the District. Said relicensing shall be accomplished as detailed in Appendix B, Communications.

As partial consideration for their participation in the RFCF, City radios and equipment listed in Appendix B, Communications will become the property of the District as of the date the RFCF commences live regional operations.

The District has determined which City transmit and receive sites will be utilized by District for the regional system and City will grant District authorization to access City sites and utilize City existing equipment as feasible and to install new equipment as needed. District will assume all

maintenance and repair responsibility for existing and new equipment use for the regional system on those sites listed in Appendix B, Communications.

4. Alerting

The City utilizes an internet protocol (IP) network-based station alerting system from Locution Systems, Inc. This system is not the standard form of station alerting provided by the District in the RFCF. However, recognizing the desire for IP station alerting systems in the future and to accommodate the City, the District will acquire an application programming interface (API) between the District's Tritech CAD system and the Locution alerting system. The District will pay for all Tritech costs including engineering and project management. The City will pay only for the portion of the interface development charged by Locution Systems. The District will thereafter maintain the Locution interface with the CAD system.

5. Mobile and Portable Radio Equipment

Before the date the RFCF commences live operations, City will, at its cost, purchase and maintain mobile and portable radios compatible with the District's network.

B. Computer Aided Dispatch System (CAD)

The District will purchase and maintain a CAD platform with interfaces for existing supporting software including alerting, text/paging, ImageTrend, PulsePoint, Tablet Command, First Watch, and Intterra. CAD will be supported 24/7 with dedicated staff. The CAD system will have provisions for continuity of operations (COOP) and disaster recovery (DR).

Common CAD interfaces are listed in Appendix B, Communications. Any additional interfaces requested by City for City-specific operations shall be at City's cost and may require amendments to the District's contracts regarding the CAD platform.

C. Mobile Computers

City shall install and maintain mobile devices in each apparatus covered by this Agreement and listed in Appendix C, Alerting and Mobile Computers. Each device shall be capable of connecting to the District's CAD system to receive call information and post unit status. The District will provide mobile access through a CAD wide area network (WAN) or through an interface to CAD for other third-party systems (ex. Tablet Command).

Should City elect to use the CAD WAN for its mobile services, City shall establish a 'child' account on the District's 'parent' MPLS network. This connectivity shall be at City's expense. To maintain standardization and security, the District will establish a list of permissible devices and software images for mobile computers on the WAN. City agrees to follow all mobile

operating protocols established through the regional dispatch governing process.

D. Common Response and System Status Plans

The Partners, as well as any other Partners in the RFCF, shall jointly create common terminology for incident types and determine common response plans for those incidents. It shall be the Joint Operations Committee's responsibility to establish, monitor and approve changes to this plan.

Example:

A call type is defined as "Structure Fire – Residential". The Partners agree that a common response to this incident type is 3 engines, 1 truck and 1 battalion chief.

The Partners will jointly create a comprehensive system status plan that will provide a dynamic move-up and coverage schema ensuring equitable and consistent response coverage.

E. Common Apparatus Numbering

The District and City agree to adopt and use the county-wide apparatus numbering system established by the Santa Barbara County Fire Chiefs Association.

IX. Data/Records

A. Custodian of Records

The District will designate a custodian of records for the RFCF. The custodian of records will ensure RFCF records are available and maintained in accordance with public records laws of the State of California. The custodian of records will create and maintain a standard set of CAD reports. Additionally, the custodian of records will create a policy and process for the release of CAD records, radio and telephone recordings and other data upon presentation of a subpoena or a request in compliance with the California Public Records Act.

Whenever a release involves City's jurisdiction, the District shall notify City before such disclosure and give City a reasonable opportunity to review the request for disclosure prior to the District's response.

B. Data Access

The District shall provide City access to all data generated by the Computer Aided Dispatch System (CAD) pertinent to City's operations via a secure replication server. City is responsible for the security of any data retrieved from the District's system and held on a secure replication server.

C. Confidential Data

In the performance of the work or services provided under the terms of this Agreement, or in contemplation thereof, District may have access to private or confidential information that may be owned or controlled by City. Therefore, District shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of said information and shall keep such information confidential, unless District is required by law to disclose it

D. Records Retention

In accord with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor for three years following final payment under the Agreement. District will keep and maintain all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three years (or for any longer period required by law) from the date of final payment to District under this Agreement. Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

X. Service Levels

Once the RFCF commences live operations, the following services and service levels will be provided by District to City:

A. Emergency Call-taking

The District shall hire, train and schedule sufficient call-taking staff to answer 95% of 9-1-1 and 10-digit City emergency calls within 15 seconds of the first ring. Additional standards may be established by the District in response to Next Generation 9-1-1 and ESInet implementation.

B. EMD

The District's call-takers shall provide each emergency call received from within City's jurisdiction with appropriate Emergency Medical Dispatch (EMD) assistance, including pre-arrival instructions. The District will use the Priority Dispatch Corporation (PDC) ProQA and Aqua modules. All operational staff shall be trained, certified and periodically recertified by PDC. The District will maintain a quality improvement program for the EMD function in compliance with PDC guidelines.

The District will strive to be recognized as an Accredited Center of Excellence (ACE) by the National/International Academies of Emergency Dispatch, but is not required by this Agreement to obtain such accreditation.

C. Dispatch

The Partners to this Agreement, as well as any other Partners in the RFCF, will create a master automatic aid plan. The District will dispatch the nearest appropriate resources to incidents based upon the then-current location of regional resources and the needs of the call-in accordance with the master automatic aid plan and the resulting response areas and response plans programmed into the CAD system.

The District, with input from the Joint Executive Committee, shall establish dispatch performance standards.

D. Supervision

The District will always staff the RFCF with qualified dispatch supervision.

E. System Status Management

Immediately following an incident dispatch, the RFCF will redeploy (move up) resources according to the system status plan approved by the Joint Executive Committee. The RFCF status manager shall monitor and confirm that the designated resources redeploy according to the plan.

F. Administrative Calls

Within the first year of this Agreement, the District will calculate a baseline volume of administrative calls attributable to City based upon the agreed normal operations of the RFCF as compared to total administrative calls received from within the coverage area of the RFCF.

In the event that future City operations exceed the administrative call baseline established herein, the District will propose staffing options and/or fees to service the extra administrative call volume directly attributable City's jurisdictional programs or operational changes above the baseline of administrative calls.

XI. Notices

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

District: Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

FAX: (805) 681-5563
Attention: Fire Chief

City: City of Santa Barbara Fire Department

925 Chapala Street
Santa Barbara, CA 93101 (805) 965-5254

FAX:
Attention: Fire Chief

With a copy to: City Attorney
P.O. Box 1990
Santa Barbara, CA 93102

Or, to such other address as either Partner may from time to time specify in writing to the other Partner. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the Partner to whom it is sent as evidenced by confirmation slip.

XII. Insurance

Each Partner shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement 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; and
- C. Worker's Compensation covering statutory requirements of the State of California.
- D. Upon request of the other, evidence of compliance with said insurance requirements shall promptly be supplied in writing.

XIII. Indemnification and Warranties

A. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Partners pursuant to California Government Code Section 895.6, the Partners agree that all losses or liabilities incurred by a Partner shall not be shared pro rata but instead all Partners agree that pursuant to California Government Code Section 895.4, each of the Partners hereto shall fully indemnify and hold each of the other Partners, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California

Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Partner, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Partner under this Agreement. No Partner, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Partners hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Partners under this Agreement.

B. Warranty, Limitations thereof, and Limitations of Liability

In providing the technological services to City, including any software or hardware utilized in connection with the dispatch services provided hereunder, District warrants that it will utilize its best efforts attempting to provide the technological services outlined herein. District does not, however, either expressly or impliedly, guarantee, warrant, or insure these services, or any software or hardware for fitness for any particular purpose, or represent or warrant that errors or omissions will not occur. In no event and under no circumstances will District, its officers, employees, agents or contractors, have any liability whatsoever for losses or damages caused by District, nor for any loss of use, lost profits, lost data or any other form of direct, indirect, special, or consequential damages, nor for any claim against District made by City or by any other person or entity, arising from or in any way related to this Agreement even if District has been advised of the possibility of such claims or damages in advance, unless District expressly accepts responsibility for same in advance and in writing.

XIV. Assignment

Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Partner without the prior written consent of the other Partner, which consent will not be unreasonably withheld.

XV. Successor

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Partners hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either Partner except as provided in the Section XIV, Assignment.

XVI. Waiver

- A. The failure or delay of any Partner to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either Partner to enforce each and every provision.

- B. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Partner claimed to have waived or consented. Any consent by any Partner to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

XVII. Severability

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

XVIII. Entire Agreement

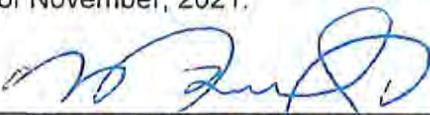
This Agreement and its Addenda or Amendment(s) represent the entire agreement between the Partners hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

XIX. General Terms

- A. This Agreement shall not become a binding contract until signed by an authorized officer of each Partner, and it is effective as of the date so signed by both parties. Any individual executing this Agreement on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of this Agreement.
- B. This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.
- C. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- D. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- E. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all genders.

- F. A facsimile or scanned signature copy of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement shall be treated as an original in all respects; the Partners agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- G. The parties shall comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- H. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. Venue for any cause of action arising out of a right or duty hereunder shall be brought in the County of Santa Barbara.
- I. Neither District nor City shall be deemed in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Agreement.

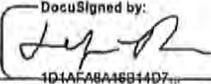
IN WITNESS WHEREOF, the parties have executed this Agreement on the 16th day of November, 2021.

By: 

Mark Hartwig, Fire Chief / Fire Warden
Santa Barbara County Fire Protection District

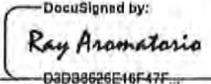
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:

By: 1D1AFABA16814D7...
Deputy County Counsel

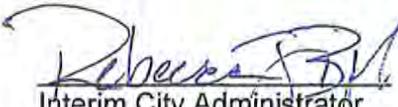
APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

DocuSigned by:

By: 03D89626E16F47F...
Risk Manager

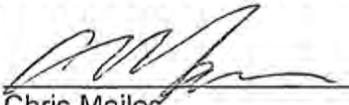
IN WITNESS WHEREOF, the parties have executed this Agreement on the 6th day of October, 2021.

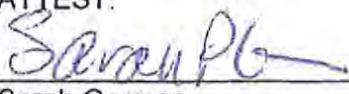
CITY OF SANTA BARBARA, a municipal corporation

By: 
Interim City Administrator
Rebecca Bjork

~~IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of _____, 2021.~~ 

~~CITY OF SANTA BARBARA, a municipal corporation~~ 

By: 
Chris Mailes
Fire Chief

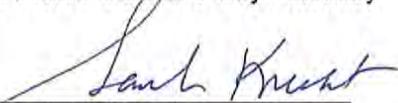
ATTEST:

Sarah Gorman
City Clerk Services Manager

APPROVED AS TO INSURANCE:

By: 
for Mark Howard
Risk Manager

CITY OF SANTA BARBARA

Ariel Pierre Calonne City Attorney

By: 
Sarah J. Knecht
Assistant City Attorney

Appendix A

Financial Calculations

Appendix - A Financial Calculations

I. Start-Up Costs

The District is responsible for the initial capital, equipment, hiring, and training costs for the RFCF and the District owns and operates the dispatch center as the sole principal.

II. Fiscal Year

The annual fiscal year begins on July 1st and ends on June 30th.

III. Cost Allocation

The method for allocating costs among the Partners to the RFCF is based on a blend of equally shared, fixed operating costs and of proportionally shared operating and capital replacement set-aside costs.

A. Equally Shared Costs

Certain fixed operating costs will be billed equally to each Partner. The following line items are deemed fixed operating costs:

Communications	Household Supplies
Structure and Ground Maintenance	Copier Expense
Printing Expense	Contractual Services
Natural gas	Water
Motor Pool	General Liability
Telephone Services	

B. Proportionally Shared Costs

All other operating costs and the funding of the shared operating and capital replacement set-aside will be calculated based upon each Partner's percentage of actual incidents dispatched to a location within that Partner's jurisdiction.

The calculation of dispatched incidents is not related to which jurisdiction's resources responded to or mitigated the incident. Neither is it related to the number of 9-1-1 calls (or other notifications) received for an incident nor the number of resources dispatched to an incident.

1. Calculating Incidents Dispatched

On or before the 15th of January of each year, the RFCF manager shall determine the number of incidents dispatched for the previous calendar year for each RFCF Partner. An incident is dispatched and billable when the following criteria have been fulfilled:¹

¹ Data elements from TriTech tables.

- 'Division' = (SBC) (CRP) (MTO) (STB) (LMP) (SMR) (GUA), .and.
- 'Time_First_Unit_Assigned' .not. null, .and,
- 'Problem_Nature' ≠ 'Test'

2. Apportioning Costs

The number of a Partner's dispatched incidents will be compared to the total dispatched incidents for the RFCF in that period and a percentage of dispatch effort will be assigned to each Partner.

C. Modifying Cost Allocation Formula

Any modification to the cost allocation method shall be agreed by all Parties to the Agreement and then made part of the Agreement by amendment. Changes to the cost allocation method will be implemented during the following annual budget development process

IV. Budget

The District is responsible for the development of the annual RFCF budget. Budget development will be conducted in the months of December and January, each fiscal year. The District will establish an annual meet and confer budget development meeting with all participating agencies during the month of January. The goal of the meeting is to receive recommendations and changes to operating budget from the partner agencies.

A draft of the final approved budget will be emailed to each participating agency for their records. District and City acknowledge that City will be required to adopt its share of the RFCF budget during its regular budget cycle for the applicable fiscal year. Failure of City to adopt its share of the RFCF budget for any fiscal year may require City's termination of this Agreement.

Whenever possible the District will pursue grants and other funding opportunities to help offset costs or for facility and equipment purchases.

Quarterly budget to actual reporting will be provided for the following periods:

- Q1: July – September (On or Before October 20th)
- Q2: October – December (On or Before January 20th)
- Q3: January – March (On or Before April 20th)
- Q4: April – June (On or Before July 20th)

V. Restricted Capital Replacement Fund

The District will establish a Restricted Capital Replacement Fund to ensure that the RFCF is accumulating sufficient funds for the preventative maintenance, repair, renewal and replacement of capital assets in order to continue to provide critical RFCF services that contribute to public health and safety. This fund will provide reserves for the systematic preventative maintenance, repair, renewal and replacement of capital assets of the RFCF. Capital assets are all assets greater than \$5,000. In lieu of City

funding the initial capital costs for the RFCF, City will be billed a cost share towards the Restricted Capital Replacement Fund on a quarterly basis. Incidents dispatched is the defined method for calculating the Restricted Capital Replacement Fund.

The Restricted Capital Replacement Fund cannot be used for non-capital purposes. A fund balance reconciliation will be provided to City on an annually basis. All withdrawals from the fund balance will be reported to the City. Planned withdrawals for capital will be approved during the budget development process. If an unplanned event or emergency occurs, the District will notify City via email as soon as is reasonably possible but not later than ten business days after the emergency acquisition.

Updating unit costs and recalculating repair and replacement costs will be repeated on an annual basis. Both inflationary cost factors as well as changes in the amount of funding requirements will need to be addressed each year during the annual budgetary review. During this process, an evaluation of existing capital assets will be made to ensure they still provide the most appropriate method to deliver services. Critical capital assets will be prioritized for replacement to ensure that the RFCF can continue to provide effective and expected service delivery.

Should City elect to terminate this Agreement pursuant to Section V of the Agreement, City's contribution for the Restricted Capital Replacement Fund will not be refunded and their portion of the Restricted Capital Replacement Fund will off-set City's use of the existing capital infrastructure.

VI. Billing

The District will bill City based on budget for the first three quarters. The cost portion of the rate will be reconciled to actual cost in the 4th quarter invoice to City.

A. Payment

City will submit their portion of the cost share allocation to the District on a quarterly basis. Payments will be due on the following dates:

- Q1: October 20th
- Q2: January 20th
- Q3: April 20th
- Q4: July 20th

B. Late Payments

Payments received 60 days past the due date will be assessed a penalty of 1 ½% of the late payment and then for each 30-day (or major portion thereof) period the payment is late thereafter. Payments in arrears over 120 days constitute a breach of the Agreement.

VII. Dispute Resolution Process

Disputes arising out of this process shall be handled promptly. City shall notify the District, in writing, of its dispute of any calculation within the Agreement. City's notification shall state the specific calculation in question and the specific requested remedy. The District shall respond promptly providing additional information and data as appropriate.

If this level of contact does not solve the dispute, the respective fire chiefs shall meet to discuss a resolution. If the fire chiefs are unable to resolve further action will be taken at their direction.

Appendix B

Communications

Appendix - B Communications

I. Radio Frequencies

City shall work with the District to convey ownership of the below listed FCC radio frequency to the District. City will provide the required approvals and assist in the license transfers. The listed frequencies shall be used only in the radio plan for the RFCF and shall not be loaned or transferred to any other entity.

- A. (xxx.xxx)
- B. (xxx.xxx)
- C. (xxx.xxx)

Should City elect to terminate the Agreement per Section V of the Agreement, the District shall take action and cooperate to reconvey the listed frequencies to City. The District shall take all actions necessary to keep the licenses current throughout the term of this Agreement.

Should the listed frequencies become surplus to the District's needs, the District will consult City prior to releasing the licenses. Should City wish to retain the licenses, the District shall take action and cooperate to reconvey the desired frequencies to City.

II. Equipment

City herein transfers ownership of the below listed equipment to the District for exclusive use in the District's radio system. The equipment shall include any ancillary or connected equipment necessary to operate the serial numbered items listed below. Examples include but are not limited to antennas and cabling, receiver-combiners, RF filters, DC power supplies, AC UPS systems, comparators, voters, etc. The intent is to provide the City radio system to the District in a turnkey serviceable condition. The District certifies that the equipment will be used in its system as operational equipment or as spares. Should the District determine it has no further use for said equipment it shall be returned to City upon request by City for such return or disposed of in the manner prescribed by District policies.

Item

Serial Number

III. Communications Sites

To the extent possible by law and existing agreements, City shall grant access to the below listed City communication sites to District. District shall abide by separate City requirements pertaining to access to and installation and maintenance of regional equipment at City communication sites.

Should City elect to terminate the Agreement per Section V of the Agreement, the District shall remove such regional facilities at City's request.

Site

Facilities Leased

Appendix C

Alerting & Mobile Computing

Alert Tone Allocation (STB)

Sta. 71	E-71	E-171	T-71	T-171	Res-71	USAR-71
Sta. 72	E-72	Hazmat - 72				
Sta. 73	E-73	E-673				
Sta. 74	E-74	E-174	E-374			
Sta. 75	E-75	E-175				
Sta. 76	E-76	E-176				
Sta. 77	E-77	E-377	P-77			
Sta. 78	ARFF-78	ARFF-79	U-8	ARFF 77		

Fire Chief	Chief 700
Division Chief	Division 71
Battalion Chief	Battalion 71
Battalion Chief	Battalion 72
Battalion Chief	Battalion 73
Battalion Chief	Battalion74

Mobile Computer Installation (STB)

Station 71	E-71	E-171	T-71	T-171	R-71	USAR-71
Station 72	E-72	HM-72				
Station 73	E-73	E-673				
Station 74	E-74	E-174	E-374			
Station 75	E-75	E-175				
Station 76	E-76	E-176				
Station 77	E-77	E-377	P-77			
Station 78	ARFF-78	ARFF-78	R-78			

Appendix D

Call Transfer Agreement

Call Transfer Agreement

Between

The City of Santa Barbara Police Department
Public Safety Answering Point

and

The Santa Barbara County Fire Department
Regional Fire Communications Facility

I. Intent

The intent of this agreement is to ensure appropriate and rapid transfer of designated calls for service from the Santa Barbara City Primary Public Safety Answering Point (City) to the Santa Barbara County Fire Department Secondary Public Safety answering Point (RFCF). When the City receives a medical emergency, rescue, reported fire, hazardous materials release, or any other Fire-EMS related incident on its 9-1-1 or 10-digit lines, the call will be transferred to the RFCF as provided for below, for dispatch of appropriate fire and ambulance resources and the provision of Emergency Medical Dispatch (EMD) to the caller as appropriate.

II. Definitions

A. Medical Emergency

Any call for which there is or may be a need to provide emergency medical dispatch (EMD), pre-hospital care or ambulance transport. These events include, but are not limited to, illness or injury, vehicle accidents (or other transportation incidents), physical rescues (water, high angle, confined space, etc.), and hazardous materials releases with reported or possible injuries.

B. Fire Emergency

Any event which requires the effort of fire suppression resources. Incidents include but are not limited to fires, smoke checks, fire alarms, aircraft standby, and hazardous conditions (gas leak, wires down, etc.).

C. Non-transferrable calls

Any call such a radio call, a ten-digit call etc. that cannot be transferred but requires medical or fire resources.

III. Policy

The City will transfer all calls for medical or fire emergencies to the RFCF pursuant to the provisions of this policy. This transfer of non-criminal medical or fire emergencies shall be accomplished 95% of the time in-thirty (30) seconds or less from the time the call is answered at the City.

IV. Procedures

The City will answer 9-1-1 calls in the manner provided in their internal procedures. Medical and/or Fire Emergencies will be transferred using the following procedures.

A. Non-criminal Medical or Fire Emergency

1. Upon confirmation that the caller is reporting a non-criminal medical emergency or reported fire, the City shall take the following actions before transferring the call:
 - a. Create a record of the incident
 - b. Confirm the location of the incident
 - c. Obtain a callback number
 - d. Tell the caller: ***“Do not hang up; I am connecting you with the fire department.”***
2. The City call-taker shall then transfer the call to the RFCF. A three-way conference call will be created between the caller and both communications centers. The City call-taker will remain on the line with the caller and the RFCF call-taker. Once the City call-taker has confirmed that the caller and the RFCF call-taker have made contact, the City call-taker may disconnect or monitor the call for any assistance the law enforcement agency may be able to render. The RFCF will provide Emergency Medical Dispatch (EMD) pre-arrival instructions as appropriate.

B. Crime-related Medical or Fire Emergency

Upon confirmation that the caller is reporting a crime-related medical emergency or crime-related fire emergency, the City call-taker will make one of the following decisions as to the criticality of fire and/or ambulance response related to a crime in progress and take the associated action:

1. Determine that the situation requires the call-taker to continuously engage the caller for the public safety and for law-enforcement operations. In this instance the City staff will notify the RFCF via the ring-down line providing patient information as available, response priority, and staging location if required.
2. Determine that the situation requires a certain amount of law-enforcement information but that the caller and/or patient will benefit from EMD. In this case the City call-taker will obtain the appropriate law-enforcement information and then transfer the call.
3. Determine that the caller and/or patient are a higher priority than law-enforcement information and immediately transfer the call to the RFCF. The City call-taker may remain on the line or request the RFCF to re-transfer the call at the conclusion of RFCF business.

C. Non-transfer Calls

This call type will require the City to request medical and/or fire resources via the interagency ring down line. The City will provide the following:

1. Incident type
2. Incident location
3. Callback phone number
4. Staging requirements as appropriate

V. Standards

- A. Quality assurance managers from City and the RFCF shall meet quarterly to discuss processes and review eCATS data to ensure 95% of required calls are transferred within 30 seconds (NFPA Standard 1710, Section 4.1.2.3.2).
- B. Quality assurance managers from City and the RFCF shall randomly review 20 transferred calls each quarter prior to the quarterly meeting and any of those calls not meeting policy standards will be discussed at the meeting.
- C. Where possible, each Party will exchange instructors during initial or on-going dispatcher training to share experiences and promote exceptional service.

The Parties agree to use the procedures and standards described above when transferring medical and fire-related emergency calls.