

Agreement to Provide Emergency Dispatching Services

Between



County of Santa Barbara

And

**Carpinteria / Summerland
Fire Protection District**

July 1, 2006 - *Through* - June 30, 2011

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AGREEMENT TO PROVIDE FIRE DISPATCH SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Carpinteria - Summerland Fire Protection District, a special district having its principal place of business at 911 Walnut Avenue, Carpinteria, CA 93013, (hereafter CONTRACTOR) wherein COUNTY agrees to provide and CONTRACTOR agrees to accept the services specified herein.

WHEREAS, the CONTRACTOR has requested COUNTY, through its Sheriff's Department, to provide fire dispatch services pursuant to a contractual agreement; and,

WHEREAS, the COUNTY, through its Sheriff's Department, has expressed willingness to provide fire dispatch services on a cost reimbursement basis, as authorized by California Government Code sections 6500 et seq. and 51300 et seq.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The currently-assigned Support Services Chief Deputy at phone number (805) 681-4295 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The Fire Chief at phone number (805) 566-2450 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Sheriff Jim Anderson, P.O. Box 6427, Santa Barbara, CA 93160

To CONTRACTOR: Chief Tom Martinez, 911 Walnut Ave., Carpinteria, CA 93013

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** COUNTY agrees to provide fire dispatching services to CONTRACTOR in accordance with **Exhibit A** attached hereto and incorporated herein by reference.

4. **TERM.**

A. **Basic Term.** The term of this Agreement shall commence July 1, 2006, and continue through June 30, 2011, a five year term, expiring on June 30, 2011, unless sooner terminated pursuant to paragraph #12, Termination, below, or extended as described in Paragraph 4(B).

- B. Extended Term. The term of this Agreement may be extended for successive periods of one (1) year if the legislative body of both parties determine to so extend the term and written notice of such renewal is given to the other party at least three (3) months prior to expiration. The extended terms shall be referred to as First Extended Term, Second Extended Term etcetera.
- C. Appropriations Limitation. CONTRACTOR and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform emergency dispatching services required under this Agreement, as described in **Exhibit A**.

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B** attached hereto and calculated as described in **Exhibit D**, both incorporated herein by reference.

7. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR and COUNTY agree to defend, indemnify and save harmless the other party and to procure and maintain insurance in accordance with the provisions of **Exhibit C**, attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. No transfer of ownership of equipment from COUNTY to CONTRACTOR shall occur as a result of this contract.

8a. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this contract that no employer/employee relationship is intended; the relationship of COUNTY to CONTRACTOR being that of an independent contractor and CONTRACTOR and COUNTY retain sole and independent liability for the actions of the employees of each.

9. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

10. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other agencies to provide the same or similar services.

11. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

12. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill the obligations as set forth herein.

1. For Convenience. COUNTY may terminate this Agreement upon one year's (365 days') written notice. Upon the date of termination, COUNTY shall cease work and notify CONTRACTOR as to the status of its performance.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY'S sole option, terminate this Agreement by written notice which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** CONTRACTOR may, by written notice to COUNTY, terminate this agreement in whole or in part at any time, whether for CONTRACTOR'S convenience or because of the failure of COUNTY to fulfill the obligations set forth herein.

1. For Convenience. CONTRACTOR may terminate this Agreement upon one year's (365 days') written notice. COUNTY shall be entitled to payment for services rendered through the termination date including any prorated amount of compensation due hereunder less payments, if any, previously made.

2. For Cause. Should COUNTY fail to provide CONTRACTOR all or any part of the services set forth in Exhibit A, CONTRACTOR may, at CONTRACTOR'S option, terminate this agreement by written notice which shall be effective upon receipt by CONTRACTOR.

Notwithstanding any other payment provision of this Agreement, CONTRACTOR shall pay COUNTY for service performed to the date of termination.

13. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

14. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such

remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

16. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

17. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

18. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

19. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

20. **COMPLIANCE WITH LAW.** CONTRACTOR and COUNTY shall, at the sole cost and expense of each entity, comply with all County, State and Federal ordinances, regulations and/or statutes now in force or which may hereafter be in force with regard to the Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR or COUNTY in any action or proceeding against either, whether either be a party thereto or not, that CONTRACTOR or COUNTY has violated any such ordinance, regulation and/or statute, shall be conclusive of the fact as between CONTRACTOR and COUNTY.

21. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California.

22. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

23. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

24. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2006, after it is fully executed by the appropriate CONTRACTOR, then COUNTY officials.

COUNTY OF SANTA BARBARA

CONTRACTOR

By: _____
Chair, Board of Supervisors

By: _____
[CHIEF EXECUTIVE OFFICER]

Date: _____

Date: _____

ATTEST:
MICHAEL F. BROWN,
CLERK OF THE BOARD

CONTRACTOR
[ATTESTATION]

By: _____
Deputy

By: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

CONTRACTOR
[ATTORNEY]

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

CONTRACTOR
[RISK MANAGER / OTHER]

By: _____
Risk Manager

By: _____

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

CONTRACTOR
[OTHER CONTRACTOR OFFICIAL]

By: _____

By: _____

APPROVED AS TO FORM:
SHERIFF JIM ANDERSON,
SHERIFF DEPARTMENT

By: _____

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Exhibit A: Statement of Work

The purpose of Exhibit A is to describe and define the type and level of work to be performed.

1. **Delivery of Services.**

The COUNTY, through its Sheriff's Department, shall deliver emergency dispatching services within the defined limits of the Carpinteria - Summerland Fire Protection District according to the terms and conditions set forth herein. It is the mission of the Sheriff's Department to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability.

2. **Emergency Dispatching Services.**

A. The COUNTY agrees to provide emergency dispatching services for CONTRACTOR, which may be defined as 24-hour, 7-days-a-week fire and paramedic rescue emergency dispatching; plus, direct support and administrative functions.

1. **Labor and Materials.** COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of CONTRACTOR, the same shall be supplied by CONTRACTOR at CONTRACTOR'S cost and expense.

B. **Level of Service.**

1. **COUNTY Recommendation.** The level of service, workplace and/or geographic boundaries for emergency dispatching services to the CONTRACTOR will be recommended by the COUNTY in advance of the applicable period of implementation, and no less than annually thereafter. The level of service refers to the sum of the direct staffing plan, support functions, equipment, capital structures, major assets, services, supplies, and other incidental costs attributable to the provision of basic emergency dispatch services within the then current geographic boundaries of the CONTRACTOR'S jurisdiction. In consultation with COUNTY the CONTRACTOR may enhance the level of emergency dispatch services as defined under Paragraph 3, "Supplemental Emergency Dispatching Services." The minimum level of emergency dispatch and support services provided under this Agreement shall be no less than the minimum level of emergency dispatch and support services currently provided for the unincorporated area of the COUNTY by the Sheriff's Department, Dispatch Center during the term or any renewal of this Agreement

or is deemed by the Sheriff to be safe. Under no circumstances will employee or public safety be compromised by a reduction in staffing level.

2. No CONTRACTOR Modification. In the event the CONTRACTOR does not wish to modify the then-existing type or level of staffing provided under the terms of this Agreement, no action need be taken by CONTRACTOR or COUNTY and the then-existing type or level of staffing shall continue unchanged until a written request is made pursuant to this Section or otherwise modified pursuant to the terms of this Agreement.
3. Cost Computation. COUNTY'S computation of costs shall be consistent with the provisions referred to in Exhibit B. Any disputes regarding the computation of costs under this Section shall be resolved pursuant to the "Dispute Resolution" Section.

C. Service Limitations of COUNTY. All references to emergency dispatching services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

3. Supplemental Services.

A. Additional Level of Service.

1. Definition. Additional Level(s) of Service refers to supplemental services not included in, "Emergency Dispatching Services," as defined in Paragraph #2, above. The CONTRACTOR may request an additional level of service such as, but not limited to: **Expanded Dispatch** and/or other programs that are within the legal authority of the COUNTY to provide. The CONTRACTOR may request this additional level of service through the annual negotiation process, by periodic CONTRACTOR Minute Order and/or through written request of the CONTRACTOR'S Designated Representative to the COUNTY'S Designated Representative. The COUNTY will consider CONTRACTOR'S requests and, at its option, implement these requests with any additional, actual expense invoiced to the CONTRACTOR.

4. Dispute Resolutions.

A. Dispute Resolutions. In the event CONTRACTOR disputes any increase in compensation due or charges for services or functions performed under the terms of this Agreement, written notice stating the basis of the dispute, including the amount disputed, if any, shall be provided to COUNTY within thirty (30) days of the event giving rise to the dispute, including within thirty (30) days of CONTRACTOR'S receipt of any billing statement. During the next thirty (30) days, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. If the dispute remains unresolved, the matter shall be referred to the Dispute Resolution Panel referenced below in Paragraph 4(B).

- B. Dispute Resolution Panel. The dispute resolution panel shall consist of three (3) members, one appointed by CONTRACTOR, one appointed by COUNTY, and a third member as mutually agreed to by the two aforesaid Designees. Designees may be the same or different people than the named Designated Representatives in Paragraph 1. In the event the third member of the panel cannot be agreed upon, they shall be appointed pursuant to the Commercial Rules of the American Arbitration Association unless the parties mutually agree to choose a third party in another manner. The Dispute Resolution Panel shall convene and hear presentations and documentary evidence from the parties. The rules of evidence shall not apply during the Hearing; and, the proceedings shall be conducted as determined by majority vote of the members of the panel. At the conclusion of the hearing, the panel shall deliberate and render a written decision by majority vote, which shall be final and binding on the parties. In the event the dispute resolution panel incurs any costs or expenses, such costs shall be shared equally by the CONTRACTOR and COUNTY. It is the intent of the parties that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious manner as possible.

5. **Personnel Management.**

- A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Department personnel employed under this Agreement shall remain under the appropriate chain-of-command within the COUNTY Sheriff's Department. All persons employed in the performance of services and functions for CONTRACTOR pursuant to this Agreement shall be COUNTY employees.
- B. Exclusive Authority. Subject to the terms of this Agreement, the Sheriff shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery of General Emergency Dispatching Services to CONTRACTOR shall be as determined by the Sheriff. Nothing herein shall be deemed to limit the Sheriff's authority to move, transfer and/or discipline Sheriff's Department personnel as Sheriff in his/her discretion deems appropriate.
- C. CONTRACTOR Personnel Recommendations. CONTRACTOR may recommend the discipline or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such recommendation shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. The CONTRACTOR may make these requests through the Designated Representative.
- D. Employee Pay Issues. CONTRACTOR shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for CONTRACTOR. Except as otherwise specified

herein, CONTRACTOR shall not be liable for Workers' Compensation claims or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment with the COUNTY. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CONTRACTOR by virtue of this Agreement; and no CONTRACTOR employee shall have any rights to pension, civil service or other status or right from the COUNTY by virtue of this Agreement.

- E. Orientation. Personnel assigned to CONTRACTOR pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CONTRACTOR.

6. **Mutual Cooperation.**

To facilitate the delivery of services under this Agreement, COUNTY shall have full cooperation and assistance from CONTRACTOR, its officers, agents and employees and the CONTRACTOR shall have full cooperation and assistance from COUNTY, its officers, agents and employees.

7. **Maintenance of Records.**

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles on behalf of CONTRACTOR. CONTRACTOR records shall be maintained by the COUNTY pursuant to COUNTY practice and as required by law, and shall be available to CONTRACTOR for inspection after reasonable prior notice to COUNTY. CONTRACTOR understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

8. **Monthly and Annual Reports.**

Within fifteen (15) days after the end of each calendar month, COUNTY shall provide CONTRACTOR a monthly report of emergency dispatching service statistics as set forth in Exhibit A-2 hereto. COUNTY further shall provide CONTRACTOR an annual report as provided for under CONTRACTOR Ordinance, if/when applicable. COUNTY and CONTRACTOR may work together to modify the format and content of the report as needed and when practical.

No exemptions and exceptions to the services are to be performed.

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Exhibit A-2: Monthly Report Sample
List of Collected Statistics

Alarm dispatch information will be made available in a recognized data format such as Microsoft Access or Excel. All data pertaining to alarm activity will be available for inclusion in the report.

This Exhibit is provided as a starting point for the first contract period and may be revised over time.

Exhibit B: Payment Methodology

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Exhibit B: Payment Methodology

The purpose of Exhibit B is to address contract fiscal issues.

1. General Compensation.

- A. Reimbursable Expenses. Subject to the terms of this Agreement, CONTRACTOR shall pay to COUNTY the costs incurred by COUNTY in providing the services contracted for or otherwise authorized under the terms of this Agreement, including:
- Salaries and benefits of all COUNTY officers and employees engaged therein for positions defined in Exhibit D;
 - Direct supervision;
 - Direct services and supplies¹;
 - Department-applied overhead²
(a percent applied to salaries and benefits expenses only);
 - Other support charges³;
 - Management services;
 - Any other mutually agreed upon expense that arises during the term of the contract. Examples include the CONTRACTOR'S request to participate in a COUNTY bid process, or sharing a purchasing contract for the purpose of quantity discount to the benefit of both parties.
- B. COUNTY Obligations. CONTRACTOR will not be billed for Countywide overhead until or unless authorized by applicable provisions of the then-current Government Code. COUNTY shall not charge CONTRACTOR for any service or function performed by the COUNTY attributable to services made available to all portions of the COUNTY.
- C. Initial Compensation. The initial compensation to be paid by the CONTRACTOR to the COUNTY for emergency dispatching services under this Agreement for the fiscal year beginning January 1, 2005 shall be as described in Exhibit D hereto. The calculation will be performed as described in Exhibit B,

¹ Services and supplies expense may include, but is not limited to: uniform items; communications; food; household; maintenance; furniture; fixtures; instruments; licenses; medical / dental / lab; memberships; office supplies; books; subscriptions; software; hardware; professional services; publications; rental of equipment and/or structures; small tools; instruments; professional contracts; psychological services; specialized emergency dispatching supplies; training; special projects; transportation; travel; and/or utilities.

² The Overhead charge includes but is not limited to: Executive and managerial oversight; general administration; technology services; training; personnel; payroll; financial, accounting, contract, grant, reporting, budget administration; plus, inventory, supply and facilities management.

³ Other support charges currently refers to information technology, radios and other communication equipment, fixed instruments and major one-time purchases. Other support charges may include depreciation on equipment and or machinery.

Paragraph 2, which follows this paragraph. The Initial Compensation calculation will not include supplemental expenses.

2. **Annual Recomputation of Compensation**

- A. **Recomputation of Emergency Dispatching Services.** Except as otherwise specified hereinafter, the total amount charged for Emergency Dispatching Services, as defined in Exhibit A, Paragraph 2, shall be recomputed annually on or before June 1st of each calendar year for the following fiscal year, with the fiscal year defined as July 1st through June 30th. The recomputation calculation shall be determined by the COUNTY based on estimated additional costs of providing emergency dispatching services described in Exhibit A, Paragraph 2. The recomputation formula will specifically include estimated costs for items specified in Exhibit B, Paragraph 1. The total contract amount for the applicable fiscal year will be effective July 1st of that fiscal year, subject to appeal by CONTRACTOR as provided in Exhibit A, Paragraph 4, above. Staff representatives of the COUNTY and CONTRACTOR are advised to meet during the calculation process and prior to any formal presentation before their respective governing bodies.
- B. **Material Changes to Service Level.** In the event that the CONTRACTOR desires to modify the then-existing type or level of staffing provided under the terms of this Agreement, in addition to other procedures set forth in this Agreement, the CONTRACTOR will make a written request to the COUNTY in December of each year for changes to be applied to the succeeding fiscal year. The CONTRACTOR'S request shall detail the specific type and level of staffing the CONTRACTOR desires, with the CONTRACTOR acknowledging that the costs of such services may impact the total, negotiated contract for the relevant fiscal year. COUNTY shall review said annual request within thirty (30) days of COUNTY'S receipt thereof and acknowledge acceptance or rejection by letter to the CONTRACTOR'S Designated Representative. COUNTY reserves the right and responsibility to maintain a minimum advisable level of service throughout the unincorporated and contract areas. Upon notice from COUNTY of acceptance or partial acceptance of said annual request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth in this Agreement shall continue in full force and effect. In the event COUNTY rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portions of said annual request, until such time that the parties reach agreement as to the rejected portions of said annual request.
- C. **Payment Process.** The total estimated cost for the applicable fiscal year will be divided by **twelve (12) months** and invoiced monthly to the CONTRACTOR for full payment on or before the 25th of the applicable month in which services are rendered. For example, Emergency Dispatching Services provided in the month

of July are due July 25th. The purpose of this specific due date is to match earned obligations with earned receipts in the same accounting period, which benefits both parties administratively. CONTRACTOR'S payment shall be made by check or electronic transfer. A check shall be made payable to the order of, "Santa Barbara County Sheriff's Department" and mailed to the COUNTY address specified in Paragraph 1, Designated Representative, unless otherwise directed in writing by COUNTY. If such payment is not delivered to the COUNTY office within thirty days of the respective due date, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

- D. Salary Changes. In the event that the compensation of COUNTY officers and employees is changed such that it is not included in the recomputation formula for the relevant fiscal year, the CONTRACTOR'S compensation due will be automatically readjusted to reflect the appropriate rates pursuant to the effective date of the applicable COUNTY Personnel and Salary Ordinance and/or Resolution(s), and the total monthly compensation due to the COUNTY will be adjusted accordingly from that point forward. CONTRACTOR shall be notified in writing of the new rates involving changes in compensation established by COUNTY within thirty (30) days after the adoption of the COUNTY Personnel and Salary Ordinance and/or Resolution.

- E. Revised Exhibit D. A revised Exhibit "D", (to be called Exhibit D-1, D-2, etc., and dated with the effective date of said Exhibit) shall be provided by COUNTY to CONTRACTOR showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY whenever there is any recomputation of compensation due COUNTY. Any such revised Exhibit D shall constitute an amendment to this Agreement upon signature by the designees of each party hereto. The format of Exhibit D may be revised from time-to-time according to current accounting practices, service changes, CONTRACTOR-requested changes in format or other unforeseen circumstances at the time of this Agreement.

- F. Future Annexation. In the event that the CONTRACTOR annexes any new area near the CONTRACTOR geographic boundaries, COUNTY will continue or begin to provide Emergency Dispatching Services to that annexed area under the terms of this Agreement. Additionally, within thirty (30) days of applicable annexation, the compensation due to COUNTY by CONTRACTOR will be adjusted to serve the newly-annexed area(s).

3. **Supplemental Emergency Dispatching Services.**

- A. Annual Contract. CONTRACTOR costs for Supplemental Emergency Dispatching Services, as defined in Exhibit A, Paragraph 3 will not be included in the total contract amount.
- B. Estimates. CONTRACTOR may request an estimated cost from COUNTY for budget preparation and planning purposes for the fiscal year or incident in question. CONTRACTOR understands and accepts that such an estimate in no way represents any minimum or maximum charge to CONTRACTOR.
- C. Cost Tracking & Invoicing. The actual, additional costs related to providing supplemental Emergency Dispatching Services will be tracked through the COUNTY'S Financial System (currently referred to as "FIN") and reviewed prior to preparing a summary invoice. The COUNTY will send an invoice to the CONTRACTOR within 90 days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at the COUNTY office and made available to CONTRACTOR upon written request. These records will be maintained for a period of one year after the date of the original invoice.
- D. Payment Process. CONTRACTOR payment for Special Emergency Dispatching Services is due to the COUNTY within thirty (30) days of the date of the invoice. Payment will be made payable to: **"Santa Barbara County Sheriff" and mailed to: Santa Barbara County Sheriff's Dept., Attention: Business Office, P.O. Box 6427, Santa Barbara, CA 93160-6427.** If such payment is not delivered to the COUNTY office within thirty days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

4. Miscellaneous

- A. Third Party Reimbursements. CONTRACTOR may seek direct reimbursement of Emergency Dispatching Services from a third party when applicable. An example of an applicable situation occurs when the CONTRACTOR seeks FEMA or OES reimbursement of supplemental services.
- B. Capital Improvements. The COUNTY makes no guarantees regarding Emergency Dispatching Service-related capital improvements.
- C. Other Emergency Dispatching Agencies. The COUNTY makes no guarantees regarding the ability to negotiate services from other agencies on behalf of the CONTRACTOR.

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Exhibit C: Special Indemnification & Insurance Provisions

The purpose of Exhibit C is to address liability & insurance issues.

1. **Indemnification**

- A. Indemnification by CONTRACTOR. CONTRACTOR shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provisions, including those circumstances where COUNTY enforces municipal ordinances that are deemed or declared unconstitutional or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of CONTRACTOR, and CONTRACTOR'S officers, agents and employees.
- B. Indemnification by County. Except as is provided in Paragraph 1(A) above, COUNTY shall indemnify, defend and hold CONTRACTOR, and CONTRACTOR'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents and employees.
- C. No Agency. Except as otherwise specified herein, for the purposes of this section, CONTRACTOR shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CONTRACTOR'S agent.
- D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.
- E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CONTRACTOR, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that CONTRACTOR has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

- F. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

2. **Insurance**

- A. Workers' Compensation. COUNTY warrants that it is permissibly self-insured for workers' compensation coverage and agrees that its employees providing services to CONTRACTOR pursuant to this Agreement will be covered by COUNTY'S self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. COUNTY reserves the right at its sole discretion to purchase a workers' compensation policy at any time during the term of this Agreement.
- B. Liability. COUNTY warrants that it is self-insured for liability and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. CONTRACTOR shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000), combined single limit coverage. COUNTY shall be named as an additional insured on any liability policy of CONTRACTOR. The parties shall maintain such insurance coverage in full force and effect during the term of this Agreement.
- C. Proof of Insurance. Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be canceled or changed except after at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this Agreement.

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Exhibit D: Compensation Formulas

1. Cost Coding.

All direct charges attributable to Emergency Dispatching Services are currently accumulated within the Sheriff's Department budget by utilizing a cost coding structure featuring a Program code especially assigned to Emergency Dispatch.

2. Apportionment.

The sum total of all Emergency Dispatch Program costs are apportioned out to Fire, Law and Emergency Medical Dispatching Services according to dedicated consoles. This Agreement pertains to costs shared amongst several other user agencies specifically for the Fire Dispatch Console, which currently represents one out of four of the dedicated consoles. Of that single, dedicated console, the CONTRACTOR share is estimated at 12.63% of total workload.

Additionally, there exists one supervision console and the costs associated with that console are shared equally over the four dedicated consoles. The supervision console provides direct oversight of the consoles and their daily operations.

Direct management, staff supervision, services and supplies, etcetera are shared according to the assigned percentage of total Emergency Dispatch Program costs.

Cost computation does not guarantee a minimum or maximum call volume. However, the proration of costs is based on estimated usage per historical call volume. All agencies share in the expense related to non-productive time - time when there is no activity, an employee is off of work, at training, etcetera.

If and when a Call Taker Position is added to the Dispatch Center, the cost of this position will be proportionally shared by the Fire Law and EMS agencies.

3. Administration.

The CONTRACTOR does not pay for COUNTY overhead and administration but only pays for Department administration costs related to administrative supervision and management, information technology, human resources, payroll, workers compensation administration, internal affairs, training and fiscal services.

Each year the Department's overhead rate is calculated via OMB Circular A-87 guidelines and is certified by the County Auditor-Controller. Once the rate is established, the CONTRACTOR cost is calculated by multiplying the percentage rate against the contract direct salaries and benefits.

As an example, compensation for Sheriff's Department Administration is based on the current indirect cost rate of 19.78% approved for Fiscal Year 2001-2002.

4. **Contract Costs Methodology.**

Costs billed to the Carpinteria-Summerland Fire Protection District (CONTRACTOR) are related to the direct and indirect expenses of operating the Fire Dispatch Console within the County Emergency Communications Center. The CONTRACTOR will be billed based upon the CONTRACTORS percentage of workload for the Fire Dispatch Console. This workload percentage is calculated by dividing the CONTRACTOR calls for service by the total fire console calls for service.

For example, in 2001, CONTRACTOR had 1,341 emergency calls for service. During the same year, the County's Fire Dispatch Console handled 9,277 emergency calls. Based upon this history, it is estimated that CONTRACTOR will account for 12.63% of the 10,618 calls the Fire Console will dispatch in 2002.

- A. Direct Costs. Direct costs are calculated by combining the total salary and benefit costs with the total service and supply costs of the Fire Dispatch Console and multiplying this sum by the workload percentage of 12.63%.

For example, for FY 02/03 the Fire Console salary and benefit costs are \$495,691 and the Service and Supply costs are \$65,850 totaling \$561,541.

\$561,541	S&B + S&S
x 12.63%	Workload Percentage
\$70,923	Direct Costs

- B. Indirect Costs. Indirect costs are established by multiplying the current department indirect costs rate (overhead) by the fire districts portion of the salary and benefits cost for the Fire Dispatch Console.

For example, the department's overhead rate for FY 02/03 is 19.8%. The fire district's portion of the salary and benefits cost of the fire console is \$62,606. $19.8\% \times \$62,606 = \$12,396$.

- C. Annual Costs. The sum of the direct and indirect costs is the annual contract cost. For example:

\$70,923 Direct
\$12,396 Indirect
\$83,319 Total Annual Cost

The annual contract cost (\$83,319) is divided by 12 to establish the monthly rate (\$6,943) that is billed each month.

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