



Cooperative Dispatch Agreement

between the

Santa Barbara County Fire protection District

and the

City of Lompoc

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

THIS AGREEMENT is made and entered into this 22nd day of November 2021, by and between the Santa Barbara County Fire Protection District, hereinafter "District", and the City of Lompoc, hereinafter "City", both of which entities may be collectively referred to hereinafter as "Parties" or individually referred to as "Party". The District may enter into agreements with additional fire service entities for the Santa Barbara County Regional Fire Communications Facility (RFCF), the parameters of which are included in those separate agreements. These additional entities, together with the City, are referred to collectively herein as the "Partners".

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 general law city under the California Government Code, Title 4, Government of Cities, may enter into contracts for city services.

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 Parties 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 Nov 22, 2021 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 City

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 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.

2. For Cause

Should District default in the performance of this Agreement or materially breach any of its provisions, and fail to remedy such default or breach within thirty (30) days of written notice by City to District, City may, at City's sole option, terminate or suspend this Agreement in whole or in part by written notice. The date of termination or suspension 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 or suspension 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 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 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. 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 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, and must be approved by District and City.

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 Parties 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 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 City unit listed in Appendix C, Alerting and Mobile Computers. It is the responsibility of City, at its 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, 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 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 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 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: Lompoc Fire Department
115 South G Street
Lompoc, CA 93436

FAX: (805) 735-4256
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.

XII. 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.

XIII. 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 the Parties agree that pursuant to California Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold the other Party, its 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 other Party 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 any software or hardware utilized in connection with the dispatch services provided hereunder, 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 any software or hardware utilized in connection with the dispatch services provided hereunder if City 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 Party without the prior written consent of the other Party, 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 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 XIV, Assignment.

XVI. 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.

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 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.

XIX. 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 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; pandemics and quarantine requirements; 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 xxx xx, 2021.

DISTRICT

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

Date: _____

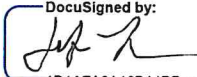
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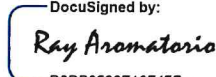
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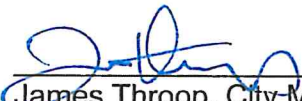
RACHEL VAN MULLEM
COUNTY COUNSEL

RAY AROMATORIO
RISK MANAGER

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Deputy County Counsel

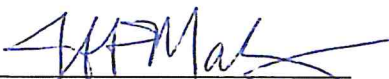
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Risk Manager

CITY

By: 
James Throop, City Manager
City of Lompoc

Date: 11/22/21

APPROVED AS TO FORM:

By: 
Jeff Malawy, City Attorney
City of Lompoc

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 Partners 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

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 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 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 City notice in such time that City

could indicate its desire for the District to assign the lease(s) to City. The District shall cooperate in a business-like manner to assign any specified lease(s) to City.

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

Site

Facilities Leased

Appendix C

Alerting & Mobile Computing

Alert Tone Allocation Lompoc

Station 51	Engine 51	Engine 351	Truck 51	Engine 352	Rescue 51	Rescue 151	USAR 51	Engine 651	Engine 652
Station 52	Engine 52	Engine 152							

Fire Chief	Chief 500
Battalion Chief	Battalion 51
Battalion Chief	Battalion 52
Battalion Chief	Battalion 53
Battalion Chief	Battalion 54
Battalion Chief	Battalion 55

Mobile Computer Installation To be Determined

Appendix D

Call Transfer Agreement

Call Transfer Agreement

Between

The City of Lompoc 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 Lompoc 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. Performance Measures

The City will transfer all calls for medical or fire emergencies to the RFCF pursuant to the provisions of this agreement. This transfer of non-criminal medical or fire emergencies shall strive to 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. Review

- A. Quality assurance managers from City (Dispatch Manager) and the RFCF shall meet quarterly to discuss processes and review eCATS data to ensure 95% of required calls are transferred within 30 seconds.
- 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 performance measures 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.
- D. This review process will be used for training purposes only with no intent of punitive action, and with the intent of providing improved services.

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

DocuSigned by:

6406F43670BD410...
Kevin Martin
Lompoc Police Chief

DocuSigned by:

28CD06282D704CF...
Samantha Maria Soto
Santa Barbara County Fire Dept.
PSAP Administrator

Kevin Martin

Name

Samantha Maria Soto

Name

8/31/2023 | 4:06 PM PDT

Date

8/30/2023 | 2:33 PM PDT

Date



COOPERATIVE DISPATCH AGREEMENT

BETWEEN THE

SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT

AND THE

CITY OF GUADALUPE

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

THIS AGREEMENT is made and entered into this ____ day of _____ 2022, by and between the Santa Barbara County Fire Protection District, hereinafter "District", and the City of Guadalupe, 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 Center (RFCC), 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 general law city pursuant to California Government Code section 34102, may purchase services from District under the provisions of California Government Code section 51301.

The District proposes to operate the RFCC 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 RFCC 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 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 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 RFCC 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 RFCC.

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 RFCC. 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 RFCC 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 RFCC, 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 RFCC manager on other operational concerns.

After the RFCC commences live operations, the JOC will provide on-going input to the Dispatch Manager regarding policies and procedures governing the daily operation of the RFCC. 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 RFCC 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 RFCC 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 RFCC 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 RFCC, City radios and equipment listed in Appendix B, Communications will become the property of the District as of the date the RFCC 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 those sites listed in Appendix B, Communications.

4. Alerting

The District shall assign alert tone pairs for each unique City unit listed in Appendix C, Alerting and Mobile Computers. It is the responsibility of City, at its expense, expense and before the date the RFCC 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 RFCC 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 RFCC, 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 RFCC. The custodian of records will ensure RFCC 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 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 RFCC 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 RFCC, 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 RFCC with qualified dispatch supervision.

E. System Status Management

Immediately following an incident dispatch, the RFCC will redeploy (move up) resources according to the system status plan approved by the Joint Executive Committee. The RFCC 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 RFCC as compared to total administrative calls received from within the coverage area of the RFCC.

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.
- 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 _____ day of _____, _____.

By: _____

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

Date: _____

9/15/2022 | 2:46 PM PDT

Date: _____

9/15/2022 | 2:18 PM PDT

APPROVED AS TO FORM:

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

GREG MILLIGAN
RISK MANAGER

By: _____

DocuSigned by:

1D1AFA6A10B14D7...
Deputy County Counsel

By: _____

DocuSigned by:
Gregory Milligan
BC240AC1E64247D...
Risk Manager

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

By: _____

Michael Cash
Michael Cash, Chief of Police
City of Guadalupe

Date: _____

8/24/2022

APPROVED AS TO FORM:

By: _____

Philip F. Sinco
Philip F. Sinco, City Attorney
City of Guadalupe

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 RFCC 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 RFCC 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 RFCC manager shall determine the number of incidents dispatched for the previous calendar year for each RFCC 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 RFCC 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 RFCC 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 RFCC is accumulating sufficient funds for the preventative maintenance, repair, renewal and replacement of capital assets in order to continue to provide critical RFCC 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 RFCC. Capital assets are all assets greater than \$5,000. In lieu of City funding the initial capital costs for the RFCC, 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 RFCC 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 RFCC 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 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 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 City notice in such time that City

could indicate its desire for the District to assign the lease(s) to City. The District shall cooperate in a business-like manner to assign any specified lease(s) to City.

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

Site

Facilities Leased

Appendix C

Alerting & Mobile Computing

Alert Tone Allocation (Guadalupe)

Sta. 81	Engine 81	Rescue 81			
Sta. 82	Engine 181	Engine 681			

Fire Chief	Chief 800
Deputy Chief	
Battalion Chief	
Battalion Chief	
Battalion Chief	
Battalion Chief	

Mobile Computer Installation

*GUA currently does not have MDT. We are looking at adding the appropriate hardware/software in the future on E-81, R-81, E-681 to meet dispatch center requirements.

Sta. 81			
Sta. 82			

Fire Chief	
Deputy Chief	
Battalion Chief	
Battalion Chief	
Battalion Chief	
Battalion Chief	

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 Center

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 (RFCC). 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 RFCC 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 RFCC 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 RFCC. 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 RFCC call-taker. Once the City call-taker has confirmed that the caller and the RFCC 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 RFCC 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 RFCC 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 RFCC. The City call-taker may remain on the line or request the RFCC to re-transfer the call at the conclusion of RFCC 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 RFCC 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 RFCC 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.