

**THIS AGREEMENT** is made by and between the City of San Diego ("San Diego"), a municipal corporation; and the City of \_\_\_\_\_ ("Agency"), a municipal corporation; (herein collectively known as "Parties" or individually as "Party"), for the provision of fire and emergency medical dispatch services.

### **RECITALS**

**WHEREAS**, San Diego and Agency have organized and equipped fire departments charged with the duty of fire protection and rescue within the limits of said cities; and

**WHEREAS**, if required by law, Agency, by way of Resolution Number \_\_\_\_\_ dated \_\_\_\_\_, approved by Agency's City Council, resolved that Agency's interests would be best served by entering into an agreement with San Diego to outsource Agency's fire and emergency medical dispatch services to San Diego; and

**WHEREAS**, San Diego desires to provide Agency with fire and emergency medical dispatch services under the terms described in this Agreement; and

**WHEREAS**, it would be to the benefit of each Party for San Diego to continue to provide fire and emergency medical dispatch services to Agency in order to increase the health and safety of all affected residents; and

**WHEREAS**, Agency desires and intends per the terms of this Agreement to pay San Diego for services.

**NOW THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and San Diego agree as follows:

#### **A. TERM.**

This Agreement shall become effective July 1, 2023 and shall expire on June 30, 2028. The Parties shall review this Agreement every year to ensure applicability of all terms and policies. Any modification shall be set forth in writing and be signed by the Parties. The term of this agreement shall not exceed five (5) years unless approved by the San Diego City Council by Ordinance.

#### **B. OBLIGATIONS OF THE PARTIES.**

The descriptions herein outline specific aspects relevant to the performance of the emergency dispatch services by San Diego.

San Diego adheres to State recommendations for call answering times and bases dispatcher staffing upon meeting those performance standards.

To the extent that safety or technological changes warrant an amendment of the specific service or method employed to provide the fire and emergency medical dispatch services contemplated herein, neither Party may unreasonably refuse to implement safety or technological changes.

#### **1. The dispatch services that will be provided by San Diego include:**

- a) Processing all fire and medical related emergency calls via the 911 Secondary Public Safety Answering Point ("PSAP").
- b) Triageing medical calls using a triage process which includes:

- i. Automated triage with call downgrading features.
  - ii. Coordinated dispatch efforts with Agency's ambulance provider for ambulances within Agency's jurisdiction, via the automated Computer Aided Dispatch ("CAD") to CAD interface, or other option as agreed to by the parties.
- c) Dynamic Automatic Vehicle Location ("AVL") driven dispatch of closest available resource(s), across City lines, to given emergency, incident type(s), and location(s).
- d) Paging Services between San Diego's CAD and a messaging services interface. Options for paging services include:
  - i. Participate in San Diego's paging services contract(s) on a pay per license basis, or
  - ii. Agency can procure their own paging services contract (paid on own) and San Diego will set up paging as long as the technology can integrate with San Diego's CAD.
- e) Fire Station Alerting via a CAD to a station alerting interface. Options for station alerting include:
  - i. Participate in San Diego's station alerting system (currently via US Digital Designs) via a CAD to a station alerting interface. Agency will need to procure their own contract for services, hardware, and maintenance, or
  - ii. San Diego will interface with Agency's existing, self-managed station alerting system. Agency will be responsible to contact for services, hardware and maintenance as well as costs associated with setting up and maintaining the CAD interface. San Diego will be responsible for supporting the CAD interface alone.
- f) Mobile Data Computer ("MDC") or other mobile platform services including mapping, live-routing, and loading of Agency's self-managed pre-plans. MDCs can be ordered off a list of SDFD supported devices. MDCs will be fully imaged and configured by San Diego Fire IT to be on the SDFD network to SDFD's specifications. No other hardware or configurations or additional software are supported in any capacity
- g) Mobile Network
  - i. Apparatus Modem  
Data Plan – San Diego will order and issue SIM cards and bill agency for costs. Agencies will be required to be on San Diego's cellular provider private APN and Data Plan.  
  
Network equipment (modems, antennas, etc.) will be procured and supported by San Diego. Equipment can only be supported if it is procured by San Diego off the approved devices list and managed in San Diego's Mobile Device Management system for firmware updates and modem management. Equipment and support costs will be billed to agency. Agency will be responsible for installation of network equipment.
  - ii. Mobile Phones & Tablets  
Agency can opt to procure smartphones and tablets via San Diego's procurement system. In this case, agency will be billed for actual costs of: device purchase (one-time), mobile device management (on-going, based on license fee from provider), and data usage (on-going, based on carrier charges). When possible, agency will be set up with a sub account on San Diego's data plan and may be billed directly by mobile carrier

for data usage. San Diego Fire IT will support devices procured via our system (e.g., manage applications via the device management system).

Or, agency can opt to procure their own devices. In this case, San Diego will not support the device or be able to manage applications unless agency coordinates with SD Fire IT to enroll devices into San Diego's mobile device management system.

- h) Records Management System ("RMS") services for a CAD to a Fire RMS interface. Options for a Records Management System include:
  - i. Participate in San Diego's existing RMS system (currently via WATER) via a CAD to a Fire RMS interface. Agency will need to procure their own contract for services and maintenance, or
  - ii. San Diego will interface with Agency's existing, RMS. Agency will be responsible to contact for services and maintenance as well as costs associated with setting up and maintaining the CAD interface. San Diego will be responsible for supporting the CAD interface alone.
- i) Agency may receive a periodic download of CAD data as agreed upon by the parties.
- j) Agency acknowledges that this contract does not require San Diego to perform analysis of Agency's CAD or response data. However, San Diego may extend the use of secured Internet applications for viewing, analyzing and reporting Agency's CAD data ("web services"). These web services may include on-line dashboards and canned reports with pre-established data collection points, call for service statistics and/or other incident specific data.
- k) Any additional or special services provided are described in **Addendum A**.

- 2. Additional Services and Equipment.** Additional services and equipment utilized in the performance or support of dispatch services may be provided by San Diego, as agreed to by the Parties, which may include but is not limited to: equipment (modems, mobile data computers, phones, etc.), enterprise device management services, software applications and licenses.

### **C. COMPENSATION AND PAYMENT SCHEDULE**

Agency agrees to pay to San Diego for services rendered under this Agreement on a fiscal year basis, defined as July 1 through June 30. For budgeting and planning purposes, San Diego will provide Agency with an Annual Operating Plan (**Attachment 1**) for the upcoming fiscal year, which shall be incorporated by reference into this Agreement.

- 1. For Dispatching Services.** San Diego shall be compensated for the performance of services specified in Section B1 as a cost per call. Dispatch fees are subject to change each fiscal year based on the following:
  - a) The adopted budget for personnel costs which includes fringe and overhead, and;
  - b) Prior year actuals for non-personnel expenditures (NPE). Should the Agency's call volume exceed the prior year by 5% or more, an increase to the NPE will be equal to the percentage of the increased call volume (rounded up to the tenth percent).
  - c) Should the Agency's call volume from the prior year not increase, or the increase is less than 5%, an escalator of 5% will be applied to the NPE.

2. **For Additional Services & Equipment.** San Diego shall be reimbursed for the costs of any additional services and equipment specified in Section B.2, which have been procured on behalf of Agency at Agency's request and which may also include connectivity and start-up costs. Agency may elect additional options in accordance with the "Annual Operating Plan."
  - a) Costs will be calculated based on vendor fees per service or unit of equipment.
  - b) Services and equipment fees are subject to change annually based on vendor rates.
3. **Invoices & Due Date:** San Diego shall provide to Agency, on a quarterly basis, an invoice statement for services rendered under this Agreement and payment by Agency shall be remitted thirty (30) days thereafter. If Agency disputes any charges it shall nonetheless remit the full amount without waiving its right to a return of the disputed amount.
4. **Records:** The Parties shall maintain books, records, logs, documents, and other evidence sufficient to record all actions taken with respect to rendering services under this Agreement throughout the performance of services and for ten (10) years following completion of services under this Agreement. The parties further agree to allow for mutual inspection, copying and auditing of such books, records, documents and other evidence at all reasonable times.

#### **D. DATA SHARING.**

Data Sharing policies are outlined in **the Data Sharing Agreement (Attachment 2)**.

#### **E. INDEMNIFICATION.** In the performance of dispatching services,

1. Agency agrees to defend, indemnify, protect, and hold San Diego and its officials, agents, officers, employees and volunteers harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Agency officials, employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of Agency or its officials, agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided however, that Agency's duty to indemnify and hold harmless shall not include any claims or liability arising from the negligence or willful misconduct of San Diego or its officials, agents, officers, employees or volunteers.
2. San Diego agrees to defend, indemnify, protect, and hold Agency and its officials, agents, officers, employees and volunteers harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to San Diego employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of San Diego or its officials, agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided, however, that San Diego's duty to indemnify and hold harmless shall not include any claims or liability alleged to be arising from the negligence or willful misconduct of Agency or its officials, agents, officers, employees or volunteers.
3. In the event that both parties are determined to be partially responsible, the principles of comparative fault shall apply and each party may seek indemnification according to such comparative fault.
4. The obligations under this Section shall survive the expiration or earlier termination of this Agreement.

#### **F. RIGHT TO TERMINATE FOR CONVENIENCE**

Either Party may terminate the services agreed to pursuant to this Agreement by giving written notice of such termination to the other Party. Such notice shall be delivered by certified mail with return receipt for delivery to the noticing Party or other method as set forth in Section O below. The termination of the services shall be effective one hundred and eighty (180) days after the receipt of this notice by the noticed Party.

#### **G. RIGHT TO TERMINATE FOR DEFAULT**

If either Party fails to perform or adequately perform any obligation required by this Agreement, that Party's failure constitutes a Default. If the defaulting Party fails to satisfactorily cure a Default within ten (10) calendar days of receiving written notice from the other Party specifying the nature of the Default, or if the nature of the Default is (1) not for the payment of services, and (2) requires more than ten (10) calendar days to remedy, and the defaulting Party fails to diligently pursue such action necessary to remedy the Default, the other Party may immediately cancel and/or terminate this Agreement upon written notice, and terminate each and every right of the defaulting Party, and any person claiming any rights by or through the defaulting Party under this Agreement. The rights and remedies of the non-defaulting Party enumerated in this paragraph are cumulative and shall not limit the non-defaulting Party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the Parties against the other Party.

#### **H. CITY OF SAN DIEGO CONTRACT REQUIREMENTS**

To the extent appropriate in light of the rights and duties specified in this Agreement, and as applicable to particular Parties, the following requirements shall apply:

- 1. Drug-Free Workplace.** Agency agrees to comply with San Diego's Drug Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.
- 2. ADA Certification.** Agency hereby certifies that it agrees to comply with San Diego's "Americans With Disabilities Act" Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

#### **I. PRODUCT ENDORSEMENT**

Agency acknowledges and agrees to comply with the provisions of San Diego's Administrative Regulation 95-65, concerning product endorsement. Any advertisement identifying or referring to San Diego as the user of a product or service requires the prior written approval of San Diego.

#### **J. CONFLICT OF INTEREST**

The Parties are subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, et. seq. and 81000, et. seq. Either Party may determine that a conflict of interest code requires the other Party to complete one or more statements of economic interest disclosing relevant financial interests. Upon one Party's request, the other Party shall submit the necessary documents to the requesting Party.

- 1.** The Parties shall establish and make known to their respective employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

2. In connection with any task, neither Party shall not recommend or specify any product, supplier, or contractor with whom such Party has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.
3. If either Party violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects such Party to liability to the other for all damages sustained as a result of the violation.

**K. JURISDICTION, VENUE & ATTORNEY’S FEES**

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney’s fees in addition to any other award made in such suit or proceeding.

**L. ENTIRE AGREEMENT; AMENDMENTS**

This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreement or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may only be amended in writing signed by both Parties.

**M. SEVERABILITY**

If any one or more of the covenants or agreements or portions thereof provided in this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, and the Parties shall negotiate in good faith to replace any such covenant, agreement or portion found to be null and void.

**N. NOTICES.**

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

**To San Diego at:**

San Diego Fire-Rescue Department / ECDC  
 Attn: ECDC Deputy Chief  
 3750 Kearny Villa Road  
 San Diego, CA 92123

**With a copy to:**

San Diego Fire-Rescue Department  
 Attn: Fire Chief  
 600 B Street, 13<sup>th</sup> Floor  
 San Diego, CA 92101

**To Agency at:**

\_\_\_\_\_ Fire Department  
 Attn: Fire Chief

**With a copy to:**

City of \_\_\_\_\_  
 Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by the City of \_\_\_\_\_.

**CITY OF \_\_\_\_\_**, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of \_\_\_\_\_, and that I have read all of this Agreement and have executed it on behalf of the City of \_\_\_\_\_.

By: \_\_\_\_\_ Date signed: \_\_\_\_\_  
\_\_\_\_\_, City Manager

**I HEREBY APPROVE the form of the foregoing Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ City Attorney

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**CITY OF SAN DIEGO**, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of San Diego, and that I have read all of this Agreement and have executed it on behalf of the City of San Diego.

By: \_\_\_\_\_ Date signed: \_\_\_\_\_  
Claudia Abarca, Purchasing Agent

**I HEREBY APPROVE the form of the foregoing Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

MARA W. ELLIOTT, San Diego City Attorney

By: \_\_\_\_\_  
\_\_\_\_\_, Deputy City Attorney

**ADDENDUM A**

**(ADDITIONAL OR SPECIAL SERVICES)**

No special services are applicable at this time.



**ATTACHMENT 1**  
**(ANNUAL OPERATING PLAN)**

**ATTACHMENT 2**  
**(DATA SHARING AGREEMENT)**