RESOLUTION APPROVING THE FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES AGREEMENT BETWEEN THE CITY OF STOCKTON AND CITY OF LODI FOR FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES

The City of Lodi seeks to acquire emergency dispatch services from the City of Stockton; and

Management Partners' Efficiency Study for Dispatch Services recommends the development of partnerships and regionalizing dispatch services to create operational and financial efficiencies; and

The City of Stockton will receive a phased-in, full cost recovery for the emergency dispatch services provided to the City of Lodi Fire Department by July 1, 2015; and

The funds received through this Agreement will be designated to the Technology and Equipment Replacement and Enhancement Plan for the City of Stockton Fire Department Emergency Communications Division (ECD), in an effort to provide funds, in accordance with Management Partners' recommendations, to update the ECD; and

The City of Stockton will implement improved work-flow and technologies already in place to increase the capacity and efficiency of the ECD; and

The City of Stockton will not incur an increase in cost of services or personnel to provide dispatch services to the City of Lodi Fire Department; and

The City of Stockton is fully capable of providing such services without impact to City services; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Fire and Emergency Medical Dispatching Services Agreement between the City of Stockton and the City of Lodi is approved and the City Manager is hereby authorized to execute same, which is attached as Exhibit 1 and incorporated by this reference.
2. The City Manager is authorized to take whatever actions are necessary appropriate to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED December 2, 2014

ANTHONY SILVA, Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE, City Clerk of the City of Stockton
FIRE AND EMERGENCY MEDICAL DISPATCHING
SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into on ____________ by and between the CITY OF STOCKTON, a municipal corporation, hereinafter designated as “CITY”, and the CITY OF LODI, a municipal corporation, hereinafter designated as “AGENCY” (collectively “Parties”).

WHEREAS, AGENCY retains rights under California Health & Safety Code section 1797.201, the Warren 9-1-1 Act, and the 1985 countywide 9-1-1 Agreement (of which Agency is a signatory) (collectively “Agency Rights”); and

WHEREAS, CITY desires to enter into an agreement with AGENCY to provide fire and emergency medical call receipt and dispatching services to the entire AGENCY through CITY’s Emergency Communications Division located 110 West Sonora Street, Stockton, California; and

WHEREAS, the Parties do not intend to compromise or infringe on Agency Rights by entering into this Agreement.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the Parties hereto expressly agree as follows:

1. SERVICES AND RESPONSIBILITIES:

   (a) CITY will provide fire and emergency medical dispatching services to the entire geographic area served by AGENCY as of the date of this Agreement. Such services shall be provided at the level provided for similar incidents and occupancies within the incorporated area of the CITY and in conformance with policies and procedures as may from time to time be adopted by the San Joaquin County Emergency Medical Services Agency concerning the dispatch of emergency medical ambulances.

   (b) CITY shall be responsible for the uninterrupted operation and supervision of the Emergency Communications Division, and will provide plant facilities, personnel and common equipment necessary for operation of the Emergency Communications Division at the level provided on the date of this Agreement on a 24-hour-per-day basis. Excluded from common communications equipment are certain items which benefit only one agency or participant, including listed business and emergency telephone lines, radios, and other related communications equipment. It shall be the responsibility of CITY to receive calls for fire
and emergency medical assistance and transmit same to AGENCY by a mutually agreed upon procedure.

(c) Upon notification and acknowledgement by CITY, AGENCY shall assume sole responsibility for the disposition of its fire and rescue resources and shall be responsible for any necessary reports.

(d) AGENCY will be responsible for the disposition of its own business calls unless other contractual arrangements are made. CITY will, however, relay to AGENCY any business calls received by the Emergency Communications Division by a mutually agreed upon procedure.

(e) AGENCY shall provide CITY and maintain, at its own expense, accurate street location information, response level assignments (zones), and any other related fire and rescue information necessary for emergency call-taking and dispatching. This information and all subsequent information shall be the sole responsibility of the AGENCY. Required information necessary for this dispatching service shall be in a form specified by CITY.

2. PAYMENT FOR SERVICES:

(a) AGENCY will pay CITY for dispatch services at the rate of $11.31 per call for medical calls where an ambulance is also dispatched and at the rate of $22.60 per call for non-medical calls dispatched by CITY’s dispatch center.

(b) After January 1, 2015 AGENCY will pay CITY for dispatch services at a rate of $35.74 per call for all emergency calls dispatched by CITY’s dispatch center. After July 1, 2015 AGENCY will pay CITY for dispatch services at a rate of $45.74 per call for all emergency calls dispatched by CITY’s dispatch center.

(c) After July 1, 2016, AGENCY will pay the CITY a base rate. The base rate is defined as the dollar value for dispatch services determined by dividing the operating budget of the CITY’s Emergency Communications Division during the current fiscal year, as determined by the CITY, by the total number fire and emergency medical calls in the previous calendar year.

(d) A base rate adjustment will be determined by CITY for each subsequent fiscal year thereafter in order for CITY to recover the full cost of dispatch services incurred by AGENCY. The intent of the annual rate of adjustment is to establish a new base rate for each subsequent fiscal year based on the CITY’s Emergency Communications Division adopted budget for that fiscal year divided by the total number of dispatches during the prior
calendar year. The new base rate for each fiscal year shall be effective July 1. If CITY’s calculation of the base rate adjustment is not available in time for the July billing, the prior fiscal year base rate shall be used in monthly billing until such time as the new base rate is available (the new base rate shall not be applied retroactively).

(e) Payment of the per call fee shall be made monthly by AGENCY to CITY. CITY will bill AGENCY on a monthly basis based on the number of fire and emergency calls for the previous month. Payment will be due upon receipt of CITY’s billing invoice. AGENCY will be considered delinquent in its payment if payment has not been made within thirty (30) days after due date.

(f) AGENCY will reimburse CITY up to $15,000 for set-up costs. Set-up costs include any hardware, software, programming and labor costs associated with the set-up and preparation of the current Emergency Communications Division dispatch system to provide dispatch services to AGENCY. Payment of these costs shall be made and will be due upon receipt of CITY’s billing invoice.

3. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

This Agreement shall remain in effect until terminated and shall be on a month-to-month basis. This Agreement may be terminated by either party, without cause, upon the giving of thirty (30) days written notice. This Agreement may be terminated without complying with the notice requirement for the sole cause of non-performance by the other party. However, if CITY terminates this Agreement because AGENCY has insufficient funds to meet its obligation under this Agreement such termination shall be effective upon giving thirty (30) days written notice. AGENCY agrees to compensate CITY for costs incurred during such thirty (30) day period.

4. WITHHOLDING OF PAYMENT OR SERVICES:

(a) AGENCY may withhold payment for any period during which CITY does not or cannot provide the (contracted) service.

(b) CITY may withhold service during any period that AGENCY is delinquent in making payments to CITY.

5. CITY SERVICE TO OTHER AGENCIES:

As a result of this Agreement, CITY is in no way prevented from offering its service to other agencies.

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6. INDEPENDENT CONTRACTOR:

CITY shall serve as an independent contractor in performing the services provided under this Agreement and shall be responsible for workers' compensation and other obligations consistent with that status. In no event shall either CITY or AGENCY be responsible for any workers' compensation or other obligations of the other.

7. INDEMNIFICATION:

**Indemnity and Hold Harmless.** To the fullest extent allowed by law, with the exception that this section shall in no event be construed to require indemnification by AGENCY OR CITY to a greater extent than permitted under the public policy of the State of California, each party agrees to indemnify, save, hold harmless, and defend the other party, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting from the performance, or failure to perform, by, either party, or their respective officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of either party, or their respective officers, agents, or employees, under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The acceptance of the insurance certificates required under this Agreement does not relieve either party of its obligations under this section.

The indemnification and defense obligations of this section shall survive the termination of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

8. NOTICES:

Any written notice to be given to the Parties in connection with this Agreement may be affected by personal delivery or by mail and shall be considered effectively tendered upon

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actual receipt. Mailed notices shall be addressed as set forth below:

To CITY:          City of Stockton  
                  Stockton Fire Department  
                  425 North El Dorado Street  
                  Stockton CA 95202-1997

To AGENCY:       City of Lodi  
                  Lodi Fire Department  
                  25 E Pine Street  
                  Lodi, CA 95240

9. INSURANCE:

AGENCY and CITY shall each secure and maintain at its own expense, during the life of this Agreement, Workers’ Compensation, general liability, and other insurance coverage in the form and amounts set forth in the attached Exhibit A, which is incorporated herein by reference.

10. ATTORNEY’S FEES

In the event any dispute between the Parties arises, under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail, as determined by the court.

11. APPLICABLE LAW:

This agreement shall be governed by the laws of the State of California.

12. SEVERABILITY:

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provision of this Agreement.

13. CAPTIONS:

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

14. ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between CITY and AGENCY and supersedes all prior negotiations, representations, or agreement, either
written or oral. This Agreement may be amended only by written instrument signed by CITY and AGENCY.

15. AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the party they purport to represent to execute this Agreement.

16. EFFECTIVE DATE OF SERVICE:

Dispatching Service shall become effective on _______________.

IN WITNESS WHEREOF, this Agreement has been executed by the respective parties hereto through their respective authorized officers the day and year first above written.

ATTEST: 

CITY OF STOCKTON, a municipal corporation

BY __________________________

Bonnie Paige
City Clerk

BY __________________________

Kurt Wilson
City Manager

APPROVED AS TO FORM

JOHN LUEBBERKE
CITY ATTORNEY

BY __________________________

“AGENCY”

CITY OF LODI, a municipal corporation

BY __________________________

Stephen Schwabauer
City Manager

APPROVED AS TO FORM

JANICE D. MAGDIC
CITY ATTORNEY

BY __________________________

ATTEST:

BY __________________________

Jennifer M. Robison
City Clerk
ATTACHMENT A
INSURANCE REQUIREMENTS

AGENCY and CITY shall procure and maintain for the duration of the agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the obligations thereunder by either party or, its agents, officers, representatives or employees.

Minimum Limits of Insurance

AGENCY and CITY shall maintain insurance limits not less than:

1. General liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation: As required by State law.

Deductibles and Self-Insured Retention

CITY has a self-insured retention of $1,000,000 and AGENCY has a self-insured retention of $500,000. CITY and AGENCY acknowledge that both are members of and insured in excess of their self-insured retentions by the California Joint Powers Risk Management Authority (CJPRMA).

Other Insurance Provisions

Each party will provide proof of insurance coverage through CJPRMA.