

STAFF REPORT

DATE: June 21, 2011
TO: City Council
FROM: Bill Weisgerber, Fire Chief
SUBJECT: Approval of Cooperative Agreement to Provide Dispatch Services to UC-Davis Fire Department

Recommendation

Approve Resolution authorizing Interim City Manager to sign Cooperative Agreement to Provide Dispatch Services to UC-Davis Fire Department.

Summary

This Agreement between The Regents of the University of California, and the City of Davis, is to have the City provide dispatch services for fire protection, pursuant to Government Code 55632. It is to the mutual benefit and in the best interest of both parties and the public to contract dispatching services through a centralized and combined effort.

Services shall be provided from July 5, 2011 through July 5, 2012, with automatic renewal thereafter. However, either party may terminate this agreement at any time, with or without cause provided that the party provides ninety (90) days written notice to other party.

Fiscal Impact

First year revenue to the City is estimated to be \$22, 064. The City will be paid by the University based on a percentage formula that compares the total annual call volumes at the City's dispatch center with the call volume from University—related to fire and emergency services—based on a rolling three year average.

Council Goal(s)

FS 5. Work with other agencies/jurisdictions to consolidate common services where it is mutually beneficial and where resources can be maximized.

CSE 11. Continue to deliver premium public safety services to the community.

Background and Analysis

An integral component of the shared resources effort by the City and University Fire Departments has been the consolidation of dispatch services for fire emergency responses, through a single dispatch center hosted by the City of Davis.

The completed project provides the City and University Fire Departments with a unified communications center for superior management of fire resource deployment, and saves critical minutes in synchronizing responses to calls for fire emergency services in the Davis community.

A team comprised of (City and University) Fire, Police and Information Technology personnel worked diligently to integrate the requisite specialized systems, in a highly professional and technical staff effort that made this a successful project and a model of inter-agency cooperation.

Leveraging existing radio communication, information technology and telephonic infrastructure, moderate connectivity and software licensing expenditures were necessary to complete the project. The University funded the necessary improvements to affect the connections, and system testing has been underway throughout the month of June in anticipation of a project “go live” date of July 5th.

Once in full operation, both the City and University Fire Department responses will be dispatched and coordinated from the City of Davis dispatch center—operating on the same radio frequency.

Attachments

1. Resolution authorizing Interim City Manager to sign Cooperative Agreement to Provide Dispatch Services to UC-Davis Fire Department
2. UC-Davis Fire Department Dispatch Fee Calculations
3. UCD/DPD Dispatch Center Operational Guidelines
4. Cooperative Agreement to Provide Dispatch Services to UC-Davis Fire Department, Approved as to form by City Attorney

RESOLUTION NO. 11-XXX, SERIES 2011

**RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A
COOPERATIVE AGREEMENT TO PROVIDE DISPATCH SERVICES
TO UC DAVIS FIRE DEPARTMENT**

WHEREAS, an integral component of the shared resources effort by the City and University Fire Departments has been the consolidation of dispatch services for fire emergency responses, through a single dispatch center hosted by the City of Davis; and

WHEREAS, this Agreement between The Regents of the University of California, and the City of Davis, is to have the City provide dispatch services to UC Davis Fire Department; and

WHEREAS, the Agreement provides the City and University Fire Departments with a unified communications center for superior management of fire resource deployment, and saves critical minutes in synchronizing responses to calls for fire emergency services in the Davis community; and

WHEREAS, once in full operation, both the City and University Fire Department responses will be dispatched and coordinated from the City of Davis dispatch center—operating on the same radio frequency.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davis that the City Manager is hereby authorized to execute a Cooperative Agreement to provide Dispatch Services to UC Davis Fire Department.

PASSED AND ADOPTED by the City Council of the City of Davis this 21st day of June 2011, by the following vote:

AYES:

NOES:

Joseph F. Krovoza
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

UCDFD Dispatch Fee Calculation			
	City CFS-All Depts.	UCDFD CFS	Total CFS
FY07-08	59,479	858	60,337
FY08-09	59,269	788	60,057
FY09-10	56,310	881	57,191
3-year totals	175,058	2,527	177,585
Yearly average	58,353	842	59,195
UCDFD % of yearly average	1.42%		
FY11-12 Dispatch Budget	\$1,553,786		
UCDFD % of Dispatch Budget	\$22,064		
Notes:			
UCDFD cfs per calendar year			
UCDFD cfs "w/o freeways"			

UCD / DPD Dispatch Center Operational Guidelines

It is understood and agreed upon by both PSAPs:

UCD/DVS Ring Down: The UCD/DPD Direct Ring Down Phone is to be used exclusively for Fire Emergencies or Police Priority 1 assistance. It is not to be used for routine communications or non-priority requests.

All other communications (such as names check, warrant confirmations, premise history information) to be relayed on the 7-digit lines:

DVS: 747-5408 or 747-5410

UCD: TBD

Transfer calls between PSAPs: When transferring calls, each PSAP agrees to: Announce “*Your Agency transferring for Type of Call and Location.*” Blind Transfers are discouraged.

UCDPD responds to ALL Fire Calls on Campus.

PROCEDURE:

1. UCDPD remains the primary PSAP for campus 911 calls. UCDPD will continue to take the primary information (location, RP information) for all calls. UCDPD will determine whether to:
 - ❖ Transfer the caller directly to DVS via:
 - 911 Direct Transfer
 - or
 - 7-Digit Emergency (530-758-3600)
 - ❖ Transfer the caller directly to AMR (per UCD EMS Policy)
 - ❖ Keep the caller
2. In all incidents where direct call transfers do not occur, UCDPD will relay to DVS via:
 - DVS/UCD Ring Down Phone
 - or
 - UCD FIRE (old radio frequency if phones are down).
3. UCDPD will provide DVS with the primary information including:
Location, Nature of Call, RP information, if AMR was notified (for EMS incidents)

Examples

EMS Fire Incidents (where UCD will transfer to AMR): Medical Aids

NON EMS Fire Incidents: Fire Alarms, Grass/Structure/Vehicle Fires

Police Incidents (Fire not Primary): Criminal activity with injuries, scene secure and suspect not onscene,

**COOPERATIVE AGREEMENT
TO PROVIDE DISPATCH SERVICES**

This Agreement entered into on the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, hereinafter referred to as UNIVERSITY and the CITY OF DAVIS, a California municipal corporation, hereinafter referred to as CITY, and collectively referred to as "The Parties".

WHEREAS, UNIVERSITY desires to have CITY provide dispatch services for fire protection pursuant to Government Code 55632 and CITY has a dispatch system in place that could provide dispatch services for the handling and processing of fire, alarm and emergency calls to UNIVERSITY; and

WHEREAS, it is to the mutual benefit and in the best interest of the Parties and the public to contract dispatching services through a centralized and combined effort; and

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

1. TECHNOLOGY

CITY shall be responsible for CITY owned and operated technology infrastructure to provide fire dispatching services to UNIVERSITY including for the selection, configuration, installation, and maintenance of all dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the entry of information into its Computer Aided Dispatch system in connection with CITY's performance of its CITY fire dispatching services under this agreement. All dispatching equipment, hardware, software (including software licenses), and other technologies purchased, obtained, or previously owned shall be the sole property of CITY.

2. SERVICES

A. CITY shall provide UNIVERSITY fire dispatching services requiring responses by UNIVERSITY Fire apparatuses as follows:

- (a) CITY shall, provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all fire dispatch phone and radio communications for the UNIVERSITY twenty-four hours a day, on a non-exclusive basis.

- (b) CITY shall provide all CITY Fire Dispatching Services in accordance with CITY'S Fire's Policies and Procedures (to the extent they relate only to dispatch) attached as Exhibit A and by this reference made a part hereof. If CITY determines to amend or modify its CITY Fire's Policies and Procedures as they relate to dispatch only, CITY shall provide a draft to the Fire Chief responsible for representing the UNIVERSITY, or his or her designee for his or her timely comments. CITY shall consider the timely comments submitted.
- (c) CITY shall record all telephone and radio transmissions and provide instant playback as needed. CITY shall retain recordings for a minimum of one hundred eighty (180) days or such other retention period that is required by law in the same time and manner that CITY retains such transmissions for its own Fire Dispatching Services
- (d) CITY shall provide a list of current routine reports prepared by the CITY to UNIVERSITY. CITY shall provide these reports to UNIVERSITY as requested, provided that UNIVERSITY shall maintain these reports as required by CITY and California law, including but not limited to the California Public Records Act. Should UNIVERSITY require reports that CITY does not maintain in the regular course of business and/or cannot be easily produced, University and CITY shall consult on the most cost efficient method of providing the requested report(s) and CITY shall provide the requested report so long as UNIVERSITY pays CITY the cost of preparing the report. CITY shall provide dispatch staff are trained and/or certified in emergency fire dispatch. CITY shall provide for sufficient staffing as CITY determines necessary to meet the emergency call taking and dispatching requirements of CITY's and UNIVERSITY'S apparatuses twenty-four (24) hours a day seven (7) days a week.
- (e) UNIVERSITY shall, from time to time, provide to CITY, and upon receipt, CITY shall maintain UNIVERSITY's manual of fire policies and procedures so that dispatch staff is familiar with UNIVERSITY's policies and procedures. CITY shall provide for training and continuing education of dispatch staff as needed.
- (f) The goal for immediate dispatch of a fire apparatus, in accordance with UNIVERSITY approved dispatch protocols, and excluding multiple unit responses, reassigned responses and other situations beyond CITY's Dispatching Center's control, shall be sixty (60) seconds. The dispatch time shall be measured from the time the telephone is answered by the CITY call taker to the time the first fire apparatus is alerted to the incident either by radio, telephone, pager or station alerting device. A review shall occur for all cases

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in which dispatches are over ninety (90) seconds, and results will be evaluated by the parties for improvement opportunities.

B. UNIVERSITY shall perform the following services:

(a) UNIVERSITY shall provide all-hazard emergency response and mitigation services for all relevant emergency calls dispatched by CITY's Dispatching Center requiring UNIVERSITY fire apparatuses in accordance with UNIVERSITY Policies and Procedures.

(b) UNIVERSITY shall ensure that all calls to UNIVERSITY for services are immediately transferred or relayed to CITY's Dispatching Center. Upon request of CITY, UNIVERSITY shall provide CITY with CAD data that includes the exact times calls for service are received.

(c) UNIVERSITY agrees to participate in an internal quality assurance program which includes the participation of CITY.

(d) UNIVERSITY shall be responsible for the provision and maintenance of all radio and computer equipment in UNIVERSITY fire apparatuses.

(e) UNIVERSITY shall provide to CITY, from time to time, a copy of UNIVERSITY's manual of fire policies and procedures. If UNIVERSITY decides to modify or amend its fire policies and procedures as they relate to dispatch, University shall provide a copy. If UNIVERSITY determines to amend or modify its Fire's Policies and Procedures as they relate to dispatch only, UNIVERSITY shall provide a draft to the Fire Chief responsible for representing the CITY or his or her designee for his or her timely comments. UNIVERSITY shall consider the timely comments submitted.

3. TERM

Services shall be provided from July 5, 2011 through July 3, 2012, with automatic renewal thereafter. Either party may terminate this agreement at any time, with or without cause provided that the party provides ninety (90) days written notice to other party.

4. COMPENSATION FOR SERVICES

CITY shall be paid by UNIVERSITY based on a formula that compares total annual call volumes at the City's dispatch center with the call volume from UNIVERSITY related to fire and emergency services, based on a rolling three year average. City shall endeavor to provide University with the total annual cost by May 1 of each year. New rates will not go into effect for at least 30 days notice of the new rates. As an example, the Fiscal Year 2011-2012 costs shall be at the rate established in Exhibit B. CITY shall invoice the UNIVERSITY on July 5 or as soon thereafter as practicable. The invoice shall be paid in total within 30 days of receipt. Each invoice shall include this agreement's identifying number and a

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summary description of Services provided thereunder, and shall be submitted to the UC Davis Fire Department Attn: Nathan Trauernicht, University of California, Davis, One Shields Avenue, Davis, CA 95616, telephone: (530) 681-2201 and email ntrauernicht@cityofdavis.org. UNIVERSITY shall not be liable for the direct payment of any wages or other compensation to any officer, employee or agent of the CITY performing any services under this agreement.

5. INDEPENDENT CONTRACTOR

The parties are independent contractors. In the performance of this agreement neither party will be an agent or employee of the other party, will not be covered by the other party's workers' compensation insurance or unemployment insurance, is not eligible to participate in the other party's retirement programs, nor shall it be entitled to any of the other party's benefits.

6. HOLD-HARMLESS

Each party shall defend, indemnify, and hold the other party, its officers, agents, and employees harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the indemnifying party, its officers, agents or employees.

7. INSURANCE

The parties agree to obtain and maintain at their own cost during the term hereof policies of insurance, or programs of self-insurance, covering their respective liability under this agreement as follows:

- | | |
|---|--------------|
| a. <u>General Liability</u> : (1) Each occurrence | \$1,000,000 |
| (2) Products/Completed Operations Aggregate | \$5,000,000* |
| (3) Personal & Advertising Injury | \$1,000,000 |
| (4) General Aggregate | \$2,000,000 |

*\$1,000,000 for comprehensive form

If the above insurance is written on a claims made form, it shall continue for three years following termination of this agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this agreement.

b. Business Automobile Liability. Business automobile liability insurance. For owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than \$1,000,000.

c. Workers' Compensation. Workers' compensation insurance as required by California law.

8. CONFIDENTIALITY

The parties shall keep confidential any information provided by the other party and marked "Confidential Information," or any information conveyed orally by the disclosing party to the non-disclosing party with notification of its confidentiality, and followed by a written communication within five days affirming that information as Confidential Information. This paragraph shall not apply to any of the following:

- a. Information which a party can demonstrate by written records was known to the non-disclosing party prior to the effective date of this agreement;
- b. Information that is currently in, or in the future enters, the public domain other than through a breach of this agreement or through other act or omission of the non-disclosing party; or
- c. Information that is obtained lawfully from a third party.

Should either party receive a Public Records request from records that the other party has marked as "Confidential Information" the party receiving the request shall notify the other party and the other party shall then determine whether such information shall be released. If the party determines that the information cannot or should not be released then that party shall be responsible for notifying the requesting person in writing and taking such action as that party may deem appropriate to defend its determination to maintain the confidentiality of the record(s).

9. AUDITS AND INSPECTIONS

The parties and their authorized representatives, shall have the right to examine records related to this agreement for a period of three years after the final payment hereunder. Each party shall maintain and make available to the other accurate records and documents relative to its activities pursuant to this agreement. Each shall allow the other to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or other data related to all other matters covered by this agreement. Each party shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment or until after the conclusion of any audit, whichever occurs last. The State of California and/or federal agency having an interest in the subject of this agreement shall have the same rights conferred upon the parties herein.

10. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The parties have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Act.

11. FORCE MAJEURE

Neither party shall be liable for damages suffered by the other party because of a party's failure to perform if failure is due to any cause beyond that party's control.

12. NOTICES

Any notice required or permitted hereunder shall be sent to the parties via U.S. mail, e-mail, facsimile, or personal service at the addresses shown below. Either party may change its address by written notice to the other during the term.

UNIVERSITY
Business Contracts & Analysis
University of California, Davis
One Shields Avenue
Davis, CA 95616

CITY
City of Davis
Police Chief
2600 5th Street
Davis, CA 95616

13. GOVERNING LAW

This agreement shall be construed pursuant to California law.

14. MODIFICATION

No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

15. UCD FIRE BOUNDARY CHANGES

It is the responsibility of UCD Fire to promptly notify City of any boundary changes that may occur due to annexation, merger, or other reason so that City may accurately track calls for service data and accurately bill UCD Fire. City agrees to meet with UCD Fire to discuss and gather accurate information.

16. Discretion Regarding Manner of Providing Service

(i). In all events, CITY shall have the sole discretion as to the method of providing these services. City shall have complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient and effective manner of handling and responding to calls for services or the rendering thereof. In doing so, City will provide service to UNIVERSITY at the same level to which it provides to the City of Davis Fire Department.

(ii) Although CITY retains the rights detailed in Section (i), immediately above, CITY will seek input and direction from UNIVERSITY on policies, procedures, response plans and other areas which directly affect the deployment of resources of UNIVERSITY personnel.

(iii) CITY and UNIVERSITY will work together to maintain consistency between their respective policies and procedures as they relate to dispatch.

17. WHOLE AGREEMENT

This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

CITY OF DAVIS

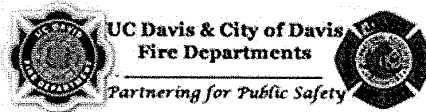
By: *Deborah Fraga-Decker*
Deborah Fraga-Decker
Associate Director
Contracting Services

By: _____
Paul Navazio
Interim City Manager

By: _____
Nathan Trauernicht
Assistant Fire Chief

By: _____
Bill Weisgerber
Interim Fire Chief

To be approved as to form by the City Attorney and certification by the City Clerk.



APPROVE AS TO FORM:

ATTEST:

By: _____
Harriet Steiner
City Attorney

By: _____
Zoe S. Mirabile
City Clerk