

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to enter into an agreement with the City of Stockton Regional Fire and Emergency Medical Dispatch Center for emergency dispatching services (\$60,000 estimated annual cost) (FD).

MEETING DATE: June 20, 2001

PREPARED BY: Michael E. Pretz, Fire Chief

RECOMMENDED ACTION: That the City Council review the agreement between the City of Lodi and the City of Stockton Regional Fire and Emergency Medical Dispatch Center and adopt a resolution allowing the City Manager to enter into the agreement.

BACKGROUND INFORMATION: During a December 7, 2000 Council meeting, former Fire Chief Scott Kenley presented Council with a report and request to remove Lodi Fire Department dispatching duties from the Lodi Police Department to the City of Stockton Regional Fire and Emergency Medical Dispatch Center. In that presentation, the former chief described the need for dedicated Fire Department dispatchers and the cost to the City was estimated \$225,000 per year. The alternative to this issue was investigated and the move to Stockton Regional Fire and Emergency Dispatch Center was recommended.

The agreement calls for \$10.00 per emergency call and \$5.00 per every non-emergency call. The estimated annual cost to the City of Lodi is \$60,000. Currently, all fire jurisdictions in San Joaquin County have dispatching agreements with the Stockton Regional Fire and Emergency Medical Dispatch Center. In addition, annual maintenance costs for the radio system are approximately \$19,000. Funding for radio system maintenance is incorporated in the operating budget. Maintenance costs will be shared with other radio users, as will radio frequencies. Shared radio frequencies will give Lodi firefighters the ability to move to a second frequency should the primary frequency become busy. Chief Jerry Adams supports this move. I have included copies of the December 7, 2000 memo from Chief Kenley. The increase in cost to the City is based upon refined estimates of call volume and non-emergency call experience.

Funding: Funding for this program was included in the 2001-2003 budget.


Michael E. Pretz

APPROVED: _____


H. Dixon Flynn -- City Manager



CITY OF LODI
FIRE DEPARTMENT



MEMORANDUM

DATE: December 7, 2000
TO: H. Dixon Flynn, City Manager
City Council Members
FROM: Scott W. Kenley, Fire Chief
SUBJECT: Participation in the Regional Fire Dispatch Center

On August 22, 2000, a presentation was made outlining the benefits of participating in the regional fire dispatch center. This was a result of the department self-assessment project completed in June 1998 in which an appraisal of our current dispatch center was conducted. This appraisal identified the following:

- During high traffic incidents such as well involved structure fires and multi-unit police incidents, the staffing of the dispatch center is strained to provide adequate management of both fire and police traffic.
- There is no dedicated fire dispatcher, all dispatchers are trained in all disciplines and routinely rotate between police dispatch, fire dispatch and jailer functions. A difference in police and fire dispatch protocols has caused confusion in radio communications.
- Failure to follow standard procedures for notification of off-duty chief officers, recall of off duty personnel and dispatching other agencies during multiple alarms have caused significant delays in amassing needed personnel and resources in the last year.
- The existing dispatch system would be unable to fully meet the demands of a large-scale disaster operation.

A plan statement was developed to address the above issues. This plan statement read as follows:

Evaluate, develop and implement a communications/dispatch system that adequately addresses the topics of: (1) Fire/EMD dispatchers; (2) facilities; (3) radio communications between police, fire and public works in major disaster operations; (4) management of police/fire communications functions; (5) training and familiarization of dispatchers with fire department practices and procedures; and, (6) weekly tests of the emergency call-back system.

Evaluate and make recommendations on alternative systems for the delivery of fire dispatch services.

Stockton Fire Department has offered to provide dispatching services to the City of Lodi through the Regional Fire and EMS Dispatch Center. This center is currently under contract to provide dispatching services to all fire agencies within the county with the exception of the City of Lodi.

A proposed contract is attached for review and consideration. The primary points of this contract are:

Payment for Services – A fee of \$ 10.00 per emergency dispatch and \$ 5.00 per non-emergency dispatch. Estimated cost to be \$ 35,000.00 annually.

Cost of Living Adjustment – A cost-of-living adjustment would be made yearly in accordance with the San Francisco-Oakland-San Jose annual percent change published by the United States Department of Labor.

Agreement Termination – This contract may be terminated by either party upon giving 1 year's notice with additional termination provisions for nonperformance.

Regardless of the participation in the Regional Fire and EMS Dispatch Center, the department needs to replace antiquated base radios and provide for a tactical channel. This is estimated to be \$ 50,000.00.

Participation in the Regional Fire and EMS Dispatch Center would require the acquisition of radio and alerting equipment with an estimated cost of \$ 45,000.00. There would be an on-going cost of approximately \$ 5,000.00 annually in addition to the contract cost.

I hope your review of this material is favorable and I request that you support the recommendation to participate in the Regional Fire and EMS Dispatch Center.

EMERGENCY DISPATCHING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective July 1, 2001, by and between the CITY OF STOCKTON, a Municipal Corporation, hereinafter designated "STOCKTON", and the CITY OF LODI, a Municipal Corporation, whose mailing address is 221 W. Pine Street, Lodi, CA 95241-1910, hereinafter designated "LODI" and supercedes all prior agreements related to this subject.

WITNESSETH:

WHEREAS, STOCKTON desires to enter into an agreement with LODI to provide emergency fire call receipt and dispatching services to LODI through the Regional Fire and Emergency Medical Dispatch Center located at 110 West Sonora Street, Stockton, California.

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

1. SERVICE AND RESPONSIBILITIES:
 - a) STOCKTON will provide emergency fire dispatching services to LODI. Such services shall be provided at a level equivalent to that provided for similar incidents and occupancies within the incorporated area of STOCKTON. STOCKTON shall be responsible for the operation and supervision of, and will provide plant facilities, personnel and common equipment necessary for the Regional Fire and Medical Dispatch Center 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 STOCKTON to receive calls for assistance and to transmit them to LODI utilizing standard operating procedures.
 - b) Upon notification and acknowledgment by STOCKTON, LODI shall assume sole responsibility for the disposition of its resources and shall be responsible for any necessary reports.
 - c) LODI shall be responsible for the disposition of its own business calls unless other contractual arrangements are made. STOCKTON will, however, relay to LODI any business calls received by the Regional Fire and Emergency Medical Dispatch Center.

d) LODI shall provide STOCKTON 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 LODI. Required information necessary for this dispatching service shall be in a form specified by STOCKTON.

2. PAYMENT FOR SERVICES:

a) LODI will pay to STOCKTON a fee of ten dollars (\$10.00) per emergency dispatch and five dollars (\$5.00) per non-emergency dispatch. "Emergency dispatch" is defined as a "Code 2" or "Code 3" dispatch. The total number of each type of dispatch for LODI during the prior twelve-month period multiplied by the appropriate fee shall be the annual fee paid by LODI to STOCKTON. LODI will be billed for one (1) call per incident, regardless of the number of LODI'S apparatus dispatched. See Attachment A for explanation and examples of billing.

Payment of the yearly fee shall be made by LODI to STOCKTON in twelve (12) equal monthly installments, with the first payment due one month after the day STOCKTON assumes responsibility under this Agreement. Each subsequent payment is due on the same day of the month, each month thereafter. LODI will be considered delinquent in its payments if payment of an installment has not been made within thirty (30) days after the due date.

b) EXCEPTION

DURING THE FIRST YEAR of this contract, in case of insufficient dispatch history for the fee calculation, the following will apply: LODI will pay to STOCKTON \$10 for each emergency and \$5 for each non-emergency dispatch AT THE END of each month for the first eleven (11) months. Then, at the end of the twelfth (12th) month LODI will, in effect, make a double payment: one for the prior month's calls together with a prospective payment for the coming month, calculated from the volume for the prior 12 months (See example, Attachment A). Thereafter, monthly payments are to be made according to 2. A), above.

c) A cost-of-living adjustment shall be made yearly, changing the amount charged LODI in accordance with the SAN FRANCISCO-OAKLAND-SAN JOSE annual percent change in the ALL URBAN CONSUMERS section of the CONSUMERS PRICE INDEXES PACIFIC CITIES AND U.S. CITY AVERAGE published by the United States

Department of Labor, Bureau of Labor Statistics for the date nearest the date of the proposed increase.

3. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

This Agreement shall remain in effect until terminated. This Agreement may be terminated by either party without cause upon the giving of one (1) year's notice. This Agreement may be terminated without complying with the one(1) year notice requirement for the sole cause of nonperformance by the other party. However, if STOCKTON terminates this Agreement because of LODI's failure to pay as provided under this Agreement, such termination shall be effective upon giving three (3) months notice. LODI agrees to compensate STOCKTON for all fees and costs incurred during such three (3) month period.

4. CITY SERVICE TO OTHER AGENCIES:

It is understood that STOCKTON is offering dispatch service countywide, and that this Agreement in no way is intended to prevent STOCKTON from offering its service to other agencies or to limit the terms of STOCKTON's service to other agencies.

5. INDEPENDENT CONTRACTOR:

STOCKTON shall serve as an independent contractor in performing the services provided for under this Agreement and shall be responsible for Workers' Compensation and other obligations consistent with that status. In no event shall STOCKTON be responsible for any Workers' Compensation or other obligations of LODI.

6. INDEMNIFICATION:

a) STOCKTON shall not be liable to LODI or any person or persons acting for or under it for any deaths or injuries received or claimed, unless any such liability arises by virtue of negligence or intentional acts by STOCKTON, its officers, agents, or employees.

b) LODI shall indemnify and hold STOCKTON, its officers, agents and employees harmless from and defend against any and all claims arising from the sole negligence of LODI or LODI's officers, or employees, in the performance of this Agreement.

c) STOCKTON shall indemnify and hold LODI, its officers, agents and employees harmless from and defend against any and all claims arising from the sole negligence of STOCKTON or STOCKTON's officers, or employees, in the performance of this Agreement.

7. INSURANCE

LODI shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverages in the forms and amounts set forth in the attached Attachment B, which is incorporated herein by reference.

8. NOTICES

Any notice, tender, delivery, requests for payment or notice to be given hereunder by either party to the other may be effected by personal delivery, in writing, or by mail, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by delivery of written notice in accordance with this paragraph:

TO CITY: City of Stockton
Fire Department
425 N. El Dorado Street
Stockton CA 95202-1997

TO LODI: Lodi Fire Department
221 W. Pine Street
Lodi, CA 95241-1910

9. 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 recover reasonable attorney's fees and costs from the party who does not prevail as determined by a court of competent jurisdiction.

10. APPLICABLE LAW:

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

11. SEVERABILITY:

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

12. 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.

13. ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between STOCKTON and LODI and supersedes all prior negotiations, representations, or

agreements, either written or oral. This Agreement may be amended only by written instrument signed by STOCKTON and LODI.

14. AUTHORITY:

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

15. EFFECTIVE DATE OF SERVICE:

The Dispatching Service that is the subject of this contract shall become effective on July 1, 2001.

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.

CITY OF STOCKTON,
a Municipal Corporation

ATTEST:

City Clerk

By _____
City Manager
"STOCKTON"

APPROVED AS TO FORM:

RICHARD K. DENHALTER
CITY ATTORNEY

City of Lodi , a Municipal Corporation

Deputy City Attorney

By _____

Title H. Dixon Flynn, City Manager

"LODI"

APPROVED AS TO FORM:

By *Randall A. Hays*
Randall A. Hays, City Attorney

ATTEST:

SUSAN J. BLACKSTON
City Clerk

ATTACHMENT A

EMERGENCY DISPATCHING SERVICES AGREEMENT

"Dispatch" is defined as routing of one or more apparatus per agency, per incident, as illustrated in the following examples:

- 1) STOCKTON dispatches 1 fire engine of Agency A to a grass fire. This is one emergency dispatch, and Agency A would be billed \$10 (ten dollars).
- 2) STOCKTON dispatches 2 fire engines, 1 ladder truck and 1 battalion chief from Agency A to a building fire. This is one emergency dispatch as all units are from one agency and are responding to a single incident, and Agency A would be billed \$10 (ten dollars).
- 3) A second alarm is sounded in 2), above. STOCKTON dispatches 2 more engines and a battalion chief of Agency A. There is no additional fee, as this is still a single incident.
- 4) STOCKTON dispatches 1 fire engine of Agency A, 1 fire engine of Agency B, and an ambulance from Agency C to a freeway auto accident. Agency A would be billed \$10, Agency B would be billed \$10, and Agency C also would be billed \$10.
- 5) STOCKTON dispatches 1 fire engine from Agency A, Code 1 (non-emergency) for a welfare check on an elderly person who lives alone. Agency A arrives and requests an ambulance, Code 3. STOCKTON dispatches an ambulance from Agency B. This is a single incident, and Agency A would be billed \$5 and Agency B would be billed \$10.
- 6) STOCKTON dispatches 2 fire engines and a battallion chief of Agency A to a building fire. STOCKTON also dispatches a ladder truck from Agency B, under an automatic aid agreement between Agency A and Agency B. An ambulance from Agency C is also dispatched per dispatch protocol. One engine from Agency A arrives, determines that it is a false alarm, and cancels all units enroute. Agency A would be billed \$10, Agency B would be billed \$10, and Agency C would be billed \$10.

Annual Dispatch Fee Calculation Example:

In a 12-month period (Feb 1 through Jan 31, 2000, for example) LODI is dispatched on 100 Emergency (Code 2 and Code 3) responses and 50 Non-emergency responses.

1. **Multiply 100 emergency calls times \$10 = \$1000.**
2. **Multiply 50 non-emergency calls times \$5 = \$250**
3. **Add \$1000 plus \$250 = \$1250. This is the total dispatch fee for the year beginning Feb 1, 2001.**
4. **Divide \$1250 by 12 = \$104.17. This is the Monthly Dispatch fee. It is payable on Feb 1, 2001, and on the first of each month for the following 12 months.**
5. **The run history for the year 2001 will be used as the basis for the fee for the year 2002, and so on.**

ATTACHMENT B

INSURANCE REQUIREMENTS

EMERGENCY DISPATCHING SERVICES AGREEMENT

LODI 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 work hereunder by LODI, its agents, representatives or employees.

Minimum Limits of Insurance

LODI shall maintain insurance limits not less than:

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

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

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

Any deductibles or self-insured retention must be declared to and approved by STOCKTON.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. STOCKTON, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of LODI; premises owned, occupied or used by LODI; and automobiles owned, leased, hired or borrowed by LODI. The coverage shall contain no special limitations on the scope of protection afforded to STOCKTON, its officers, officials, employees or volunteers.
2. For any claims arising solely out of LODI's premises or operations, LODI's insurance coverage shall be primary insurance as respects STOCKTON, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by

STOCKTON, its officers, officials, employees or volunteers shall be in excess of LODI's insurance and shall not contribute with it.

3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to STOCKTON, its officers, officials, employees or volunteers.
4. LODI's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to STOCKTON.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, LODI shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by LODI as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by STOCKTON.

Verification of Coverage

LODI shall furnish STOCKTON with original endorsements of effective coverage for policies on which STOCKTON is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by STOCKTON before work commences.

Upon request, LODI shall furnish STOCKTON a certified copy of any or all policies of insurance covering the work required under this Agreement.

RESOLUTION NO. 2001-161

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF
STOCKTON REGIONAL FIRE AND EMERGENCY MEDICAL DISPATCH
CENTER FOR EMERGENCY DISPATCHING SERVICES

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WHEREAS, on December 7, 2000 the City Council was presented with a report and request to move Lodi Fire Department dispatching duties from the Lodi Police Department to the City of Stockton Regional Fire and Emergency Medical Dispatch Center; and

WHEREAS, in that presentation the need was described for dedicated Fire Department dispatchers and the cost to the City was estimated at \$225,000 per year; and

WHEREAS, the alternative to this issues was investigated and the move to Stockton Regional Fire and Emergency Dispatch Center was recommended. The agreement calls for \$10.00 per emergency call and \$5.00 per every non-emergency call. The estimated annual cost to the City of Lodi is \$60,000; and

WHEREAS, currently all fire jurisdictions in San Joaquin County have dispatching agreements with the Stockton Regional Fire and Emergency Medical Dispatch Center; and

WHEREAS, maintenance costs will be shared with the other users as will radio frequencies. Shared radio frequencies will give Lodi firefighters the ability to move to a second frequency should the primary frequency become busy.

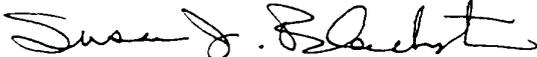
NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the City Manager enter into an agreement with the City of Stockton Regional Fire and Emergency Medical Dispatch Center for emergency dispatching services for an estimated annual cost of \$60,000.

Dated: June 20, 2001

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I hereby certify that Resolution No. 2001-161 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2001, by the following vote:

- AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, Pennino and Mayor Nakanishi
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None


SUSAN J. BLACKSTON
City Clerk