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 LATHROP-MANTECA FIRE DISTRICT, hereinafter designated as “AGENCY.”

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 the Emergency Communications Division located 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. 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.

   (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 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 of dispatches in the previous calendar year.

(d) A base rate adjustment will be determined by the 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.

(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 dispatches 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 for set-up and implementation costs. Set-up costs include any hardware, software, programming and labor costs associated with the set-up and preparation of the current ECD 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 30 days 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 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.

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 to a greater extent than permitted under the public policy of the State of California, Agency agrees to indemnify, save, hold harmless, and at City's request, defend the City, 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 to the City in connection with the
performance, or failure to perform, by Agency, its 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 Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City’s acceptance of the insurance certificates required under this Agreement does not relieve the Agency from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement.

Agency’s responsibility for such defense and indemnity obligations shall survive the termination or completion 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 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: Lathrop-Manteca Fire Department  
800 East “J” Street  
Lathrop CA 95330

9. INSURANCE:

AGENCY and CITY shall secure and maintain at its own expense, during the life of this Agreement, Workers’ Compensation 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 parties to execute this Agreement.

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16. EFFECTIVE DATE OF SERVICE:

Dispatching Service shall become effective on July 1, 2014.

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 ____________________________ BY ____________________________
Bonnie Paige Kurt Wilson
City Clerk City Manager

APPROVED AS TO FORM

JOHN LUEBBERKE LATHROP-MANTECA FIRE DISTRICT
CITY ATTORNEY

BY ____________________________ BY ____________________________
Printed Name ____________________ Title ____________________________

APPROVED AS TO FORM

BY ____________________________
Agency Counsel
ATTACHMENT A

INSURANCE REQUIREMENTS

AGENCY and CITY shall procure and maintain for the duration of the contract, 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 the it, its agents, 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.
   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 CITY.

Other Insurance Provisions

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

1. As to each party, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies of the other party as respects: liability out of activities performed by or on behalf of the party other than itself; premises owned, occupied or used by the party other than itself; and automobiles owned, leased, hired or borrowed by the party other than itself. The coverage shall contain no special limitations on the scope of protection afforded to each party, its officers, officials, employees or volunteers.

2. For any claims related to this project other than claims or liability arising by virtue of negligence or intentional acts by CITY, its officers, agents or employees, AGENCY’s
insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers for any claims related to this project other than claims or liability arising by virtue of negligence or intentional acts by CITY, its officers, agents or employees, shall be excess of AGENCY’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 CITY, its officers, officials, employees or volunteers.

4. Each party’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 Contract 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 the other party.

Acceptability of Insurers

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

Verification of Coverage

Each party shall furnish the other with original endorsements of effective coverage for policies on which the other is included as an additional insured as required by this Exhibit, and shall furnish original certificate4s 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 are certificates are to be received and approved by such other party before work commences. Upon request, each party shall furnish the other a certified copy of any or all policies of insurance covering the work required under this Contract.