

RESOLUTION NO. 2020-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARINA APPROVING AN AGREEMENT BETWEEN THE COUNTY OF MONTEREY  
AND THE CITY OF MARINA FOR EMERGENCY COMMUNICATIONS DISPATCH  
SERVICES (9-1-1); AND AUTHORIZE THE MAYOR TO EXECUTE AGREEMENT ON  
BEHALF OF THE CITY OF MARINA SUBJECT TO FINAL REVIEW AND APPROVAL  
BY THE CITY ATTORNEY

WHEREAS, the 911 Services Agreement is the contract between the County and the user agencies which provides the governance and financing terms of the dispatch and call taking services provided by the Monterey County Emergency Communications Department; and

WHEREAS, the current 911 services agreement between the County of Monterey and the City of Marina was executed in 2001; and

WHEREAS, a new 911 Services Agreement has been created in collaboration with the Department's Operations and Executive Boards to update and clarify the governance structures and to reflect necessary updates to the 20-year old agreement. (Exhibit A)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY RESOLVE AS FOLLOWS:

1. Adopting Resolution No. 2020-, an agreement between the county of Monterey and the City of Marina for Emergency Communications Dispatch Services (9-1-1); and
2. Authorize the Mayor to execute agreement on behalf of the City of Marina subject to final review and approval by the City Attorney

PASSED and ADOPTED by the City Council of the City of Marina at a special meeting duly held on this 30<sup>th</sup> day of June 2020 by the following vote:

AYES, COUNCIL MEMBERS: Berkley, O'Connell, Morton, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: Urrutia

ABSTAIN, COUNCIL MEMBERS: None

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk



# Monterey County

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

## Board Report

Legistar File Number: A 20-100

May 12, 2020

Introduced: 4/23/2020

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of the Emergency Communications Department to sign the 911 Services Agreement with the cities and fire districts of Monterey County, the Monterey Peninsula Airport District, and other miscellaneous agencies in Monterey County who receive 9-1-1 call taking, dispatching, and other related services from the Emergency Communications Department for an initial term effective upon execution and continuing for a period of three years plus the remainder of the current fiscal year;
- b. Approve and authorize an auto-renewal clause; and
- c. Authorize the Director of the Emergency Communications Department to sign up to three (3) future amendments to this agreement, including amendments to add new parties, when the amendments are approved by both County Counsel and the Emergency Communication Department's Executive Board.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of the Emergency Communications Department to sign the 911 Services Agreement with the cities and fire districts of Monterey County, the Monterey Peninsula Airport District, and other miscellaneous agencies in Monterey County who receive 9-1-1 call taking, dispatching, and other related services from the Emergency Communications Department for an initial term effective upon execution and continuing for a period of three years plus the remainder of the current fiscal year;
- b. Approve and authorize an auto-renewal clause; and
- c. Authorize the Director of the Emergency Communications Department to sign up to three (3) future amendments to this agreement, including amendments to add new parties, when the amendments are approved by both County Counsel and the Emergency Communication Department's Executive Board.

### SUMMARY/DISCUSSION:

The Monterey County Emergency Communications Department (ECD) is a consolidated public safety answer point (PSAP) and dispatch facility serving 28 law enforcement, fire protection, and emergency medical services (EMS) response agencies throughout Monterey County. The services provided consist of all call taking, dispatching, and other related services. This 911 Services Agreement sets forth the governance and financing of the ECD's PSAP and dispatch operation.

The parties to this agreement are represented by two governing Boards: the Executive Board and the Operations Board. The Operations Board's key mandates include developing and recommending operational requirements and tasking groups to address operational issues. The Operations Board makes reports and recommendations to the Executive Board. The Executive Board has the

*Legistar File Number: A 20-100*

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responsibility to make recommendations that affect the costs, nature and scope of the emergency communications services provided to the users through this proposed Agreement with the final authority for the ECD's budget resting with the Board of Supervisors.

Currently, these call taking and dispatch services are governed under two separate agreements that were executed by the County 2001:

- Agreement for 9-1-1 Emergency Communications Dispatch Services - the City and Fire District 9-1-1 Services Agreement
- Agreement for 9-1-1 Emergency Communications Dispatch Services for Miscellaneous Agencies - the miscellaneous agency 9-1-1 Services Agreements

This proposed agreement will join all users under a single agreement and upon execution of the new agreement both prior agreements, and any amendments to them, will be immediately terminated.

#### OTHER AGENCY INVOLVEMENT:

County Counsel has approved this agreement as to legal form. The Auditor-Controller and Contracts/Purchasing have reviewed and approved this agreement. This agreement was developed in collaboration with the ECD Operations Board and the Executive Board. The Executive Board recommended this agreement for execution by the parties at their April 6, 2020 meeting. The predecessor to the Executive Board, the Emergency Communications Policy Advisor Council (ECPAC), also recommended this agreement for approval at their May 8, 2020 meeting. The approval of this agreement will disband their governance authority and formally replace them with the Executive Board.

#### FINANCING:

This agreement defines the cost recovery and billing structure for call taking and dispatch services provided by ECD to the parties. The costs for call taking and dispatch are charged to the users through a 3-factor billing formula that weights the workload, population, and property value of the users. Miscellaneous agencies that do not have population and/or property values are charged only by their share of workload. Through this agreement, the ECD recovers approximately 70% of the cost of these services from the non-County user agencies while the remaining 30% is paid by the County for services provided to County Department's including the Sheriff and Probation. The California Proposition 172 (Prop 172) funds that the County receives are also shared with the ECD and its users through this agreement, with the Board of Supervisors maintaining final authorization for the Prop 172 distribution through the County's annual budget process.

#### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Board's Administration and Public Safety Strategic Initiatives by establishing an agreement for the governance and financing structure of the County-wide emergency call taking and dispatch services provided by the Emergency Communications Department.

Mark a check to the related Board of Supervisors Strategic Initiatives

☐ Economic Development  
☒ Administration

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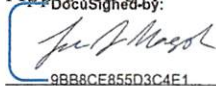
☐ Health & Human Services

☐ Infrastructure

☒ Public Safety

Prepared by: John Vaught, Finance Manager, x8883

Approved by:

A blue ink signature of Lee Ann Magoski is written over a blue rectangular stamp. The stamp contains the text "DocuSigned by:" at the top and a long alphanumeric hash "9BB8CE855D3C4E1..." at the bottom.

5/5/2020

Lee Ann Magoski x8880

Emergency Communications Director

Attachments:

911 Services Agreement



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-14698**

- a. Approve and authorize the Director of the Emergency Communications Department to sign the 911 Services Agreement with the cities and fire districts of Monterey County, the Monterey Peninsula Airport District, and other miscellaneous agencies in Monterey County who receive 9-1-1 call taking, dispatching, and other related services from the Emergency Communications Department for an initial term effective upon execution and continuing for a period of three years plus the remainder of the current fiscal year;
- b. Approve and authorize an auto-renewal clause; and
- c. Authorize the Director of the Emergency Communications Department to sign up to three (3) future amendments to this agreement, including amendments to add new parties, when the amendments are approved by both County Counsel and the Emergency Communication Department's Executive Board.

PASSED AND ADOPTED on this 12<sup>th</sup> day of May 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 12, 2020.

Dated: May 12, 2020

File ID: A 20-100

Agenda Item No.: 24

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

Joel G. Pablo, Deputy

**AGREEMENT  
FOR 9-1-1 EMERGENCY COMMUNICATIONS SERVICES AND  
GOVERNANCE**

This agreement is made and entered into as of the date of last signature, by and between the County of Monterey, a political subdivision of the State of California ("County") and the Cities, Fire Districts, and other organizations listed below (County and these entities are, collectively, the "Parties"):

|                                                          | Fire | Police |
|----------------------------------------------------------|------|--------|
| City of Carmel-by-the-Sea                                | X    |        |
| City of Del Rey Oaks                                     |      | X      |
| City of Gonzales                                         | X    | X      |
| City of Greenfield                                       | X    | X      |
| City of King                                             | X    | X      |
| City of Marina                                           | X    | X      |
| City of Monterey                                         | X    | X      |
| City of Pacific Grove                                    | X    | X      |
| City of Salinas                                          | X    | X      |
| City of Sand City                                        |      | X      |
| City of Seaside                                          | X    | X      |
| City of Soledad                                          | X    | X      |
| Monterey County Regional Fire Protection District        | X    |        |
| North County Fire Protection District of Monterey County | X    |        |
| Big Sur Fire Brigade                                     | X    |        |
| <b>Miscellaneous Agencies</b>                            |      |        |
| California State University, Monterey Bay                |      | X      |
| Monterey Peninsula Airport District                      | X    | X      |
| Correctional Training/ Salinas Valley State Prison       | X    | X      |

**RECITALS**

**WHEREAS**, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system, hereinafter "System," consisting of all necessary 9-1-1 call taking, logging, dispatching, communications, and other related services and technology for law enforcement, fire, emergency medical, and other services;

**WHEREAS**, the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and users of the System to achieve clear policy direction and consistent coordination regarding emergency dispatch services;

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9-1-1 Emergency Services and Governance Agreement

**WHEREAS**, the County, through its Department of Emergency Communications and under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan;

**WHEREAS**, the Parties agree that there will be mutually owned and/or licensed equipment and resources such as, but not limited to: facilities for housing staff or equipment; radio communications sites, radio consoles, frequencies, radio equipment, telephone system(s), a computer aided dispatch system and other shared infrastructure that exists today and may be installed in the future;

**WHEREAS**, the Parties desire to work in partnership to provide direction and decision-making on items such as operations, budget, strategy, and vision as they pertain to the County's provision of emergency call taking, non-emergency call taking, fire, law enforcement and medical dispatching, and associated emergency communications services; and

**WHEREAS**, the County has previously provided these services pursuant to a written agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

- A Assets: Real estate, structures, equipment, and intellectual property dedicated to, used by, or generated for use in the 9-1-1 communications system and associated emergency services. "County Assets" include property purchased or otherwise acquired by the County, without financial contributions from other member Agencies. "System Assets" include property purchased or otherwise acquired by the Parties in common. Those Parties that did not contribute to the purchase, acquisition, or generation of an asset do not hold ownership rights in that asset.
- B County: The County has several roles as administrator of the system, provider of services, and as a recipient of services. A "County Service Department" refers to a department of the County that directly bills Emergency Communications for services.
- C County Board of Supervisors: The Board of Supervisors for Monterey County, pursuant to Government Code section 25000, is the governing body for Monterey County. It has final authority regarding all aspects of the 9-1-1 system, including budget, for delivery of emergency communications services.
- D COWCAP: County-wide Cost Allocation Plan. The COWCAP is the mechanism used by the County to bill overhead charges to County departments.
- E Director: The Director of the Monterey County Emergency Communications Department, a County employee, as further described herein.

- F Emergency Communications Department (ECD): A County department that provides emergency communications services.
- G Emergency Medical Service (EMS) Agency. An agency within the County Health Department works with partners to provide medical care to pre-hospital emergency patients by maintaining an EMS system, paramedic/ambulance franchise.
- H Executive Board: The Executive Board is comprised of certain executives of the Parties and represents the Parties as specified in this agreement.
- I Fiscal Year: A "Fiscal Year" is defined as the Fiscal Year for the County of Monterey from July 1 of each year to June 30 of the following year.
- J Emergency Communications Boards: The Emergency Communications Boards are the Executive Board and the Operations Board whose responsibilities are specified in this agreement.
- K Information Technology Department (ITD): A County department that provides infrastructure, operations, and maintenance services for the County's emergency communications systems.
- L Operations Board: The Operations Board is comprised of certain Chiefs of the law enforcement and fire protection agencies that are Users, as defined below, directly receiving services as specified in this agreement.
- M Parties: The County and the Cities, Fire Districts, and other organizations that are signatory to this agreement.
- N User: any entity directly receiving emergency communications services from the County through ECD, including County Departments, such as but not limited to, the Monterey County Sheriff and the Emergency Medical Services vendor utilized by Monterey County, and including the public safety departments and sub-entities of the Parties to this agreement. The Parties understand and agree that each Party may have one or more Users of ECD services pursuant to this agreement.
- O Miscellaneous Agencies: Agencies such as Municipal, State and Federal entities that that contract for services with the County of Monterey for Emergency Communications, e.g. State College and Correctional Facilities.

**2. DIRECTOR OF EMERGENCY COMMUNICATIONS**

- A The Director of the Emergency Communications Department is a County of Monterey department head position.
- B The duties of the Director of the Emergency Communications Department (the Director) are to plan, organize, coordinate, administer, and direct all activities of the Emergency Communications Department.
- C The Director shall be selected by the County Administrative Officer (CAO).



1. In the selection of the Director, the CAO shall seek concurrence from the Executive Board, but the CAO shall retain authority to select, hire, evaluate, discipline and release the Director.
  2. In reviewing the performance of the Director, the CAO shall consult with the Executive Board, and shall receive a written statement from the Executive Board regarding the Director's performance in meeting the standard herein, which will become part of the overall review, but all personnel evaluation decisions regarding the Director shall be the sole purview of the CAO.
- D The Director will consult with the Emergency Communications Boards (EC Boards) in matters related to ECD operational priorities, financial and budgetary requirements, policies and problem solving. ECD operational decisions shall be the sole purview of the County, acting through the Director.
- E The Director, at the request of the Executive Board, will seek accreditation from an appropriate accreditation group.

**3. EMERGENCY COMMUNICATIONS BOARDS**

- A The Parties agree to the formation of the Emergency Communications Boards to consult and advise on the emergency communications and dispatch services provided by the Monterey County Emergency Communications Department. Responsibilities of the EC Boards are defined herein. For those items where the EC Boards do not have direct responsibility, such as, but not limited to, labor relations, the County shall coordinate and collaborate in good faith with the Parties through the EC Boards. The governance structure established by any other agreement affecting the delivery of 911 emergency communications, dispatch services and radio communications system (commonly referred to as "NGEN") is revoked to the extent that it conflicts with the governance structure established by this agreement.
- B The EC Boards shall work in conjunction with the Director in developing a strategic plan for the delivery of emergency communications services.

**4. EXECUTIVE BOARD**

- A Voting members: Comprised of four City Managers---one city manager representing Salinas, one city manager representing the South County Cities of Gonzales, Greenfield, Soledad, and King City, one city manager representing the North Peninsula Cities of Marina, Seaside, and Sand City, and one city manager representing the South Peninsula Cities of Carmel-by-the Sea, Monterey, Del Rey Oaks, and Pacific Grove; plus one representative of the Fire Districts, one representative of the Monterey County Sheriff, and the County Administrative Officer, for a total of seven (7) voting Executive Board members. No designees will be allowed for these positions.

- B The three City Managers representing the South County Cities, North Peninsula Cities, and the South Peninsula Cities, and the Fire District representative will be selected by members of the Monterey Bay Area Manager's Group.
- C Each Voting Member will have one equally weighted vote. Voting Members must be Present for their vote to count. To be considered Present a Voting Member must attend in person or through Ralph M. Brown Act, Government Code section 54950-54963 (Brown Act) compliant remote attendance for their vote to count. The weight of each vote shall be dependent upon how many voting members are Present with the total weight always equaling 100% and a quorum must be Present for voting to occur.
- D A quorum shall be four of the voting members present who represent greater than 50% of the Center dispatch funding as delineated in the most recent dispatch billing statement.
1. All recommendations and other actions taken by the Executive Board pursuant to this agreement require a unanimous vote of a quorum at a duly noticed and conducted meeting, that includes the following non-voting advisors:
    - 1 Operations Board Chairperson or Vice Chair
    - 2 Monterey County Emergency Communications Department Director or their designee
  2. The following non-voting advisors of the Executive Board are NOT required to be present at a meeting for a vote on any recommendation or action are:
    - 1 Monterey County Emergency Medical Services Bureau Chief
    - 2 Monterey County Information Technology Department Director
  3. The presence or absence of an advisor at a meeting of the Executive Board shall not count towards establishing a quorum.
- E The Executive Board shall meet at least quarterly and shall give reasonable notice of all meetings to all Users and all Parties. Meetings of the Executive Board shall be conducted in compliance with the requirements of the Brown Act.
- F Executive Board meeting agendas will be physically posted and electronically posted on the Emergency Communications Department web site in accordance with Brown Act requirements.
- G The Executive Board shall elect a chair and such other officers as it sees fit. The Executive Board may establish procedures for its business and operations, create committees composed of the Party representatives or other persons, and perform such other acts that do not violate the terms of this agreement, the bylaws adopted by the Executive Board or applicable law.

H Tenure: In the event of removal, resignation, or death of a voting member of the Executive Board, the entity responsible for appointment of that member shall promptly appoint a successor to fill the position.

I Executive Board Duties

1. The Parties understand and agree that the Executive Board has the responsibility, under this agreement, to make recommendations that affect the costs, nature and scope of the emergency communications services provided to their organizations; all recommendations regarding the costs, nature, and scope of the emergency communications services provided to the Parties under this agreement shall be made at Executive Board meetings at which a quorum of voting members is present; all recommendations made by the Executive Board shall be enacted by a unanimous vote of the quorum.
2. From time to time, ECD's budget may be augmented pursuant to this Agreement to provide special funding as needed for reasons such as, but not limited to, purchase of special or upgraded equipment, replacement of failed equipment, purchase of emergency communications system software and hardware, and physical communications site upgrades; the Executive Board shall recommend equitable apportionment of such special costs among the Parties, as otherwise provided in this agreement.
3. The Executive Board may recommend that the County, acting through the Board of Supervisors, enter into binding service agreements on behalf of all Parties or it may recommend that a service is referred to the affected Users' governing bodies for approval before a service is implemented.
4. The Executive Board may make recommendations to the County, through ECD, regarding emergency communications services program and budget-related issues. Executive Board members shall be responsible for providing information on emergency communications services program and budget issues to the Users that they represent. Users shall present such information to their governing bodies, as they deem appropriate.
5. The Executive Board shall have responsibility to propose to the Parties fiscal policies that affect Parties and Users.
6. The Executive Board shall meet at least quarterly, provided a quorum can be present, to receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users. The Executive Board may

- review items presented by the County, items initiated by members of Executive Board and items initiated by Parties and Users.
7. Notwithstanding the duties of the Executive Board to recommend policies regarding emergency communications services, where services provided or administered by ECD are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending policies with respect to those services; these policies shall not conflict with County-wide policies or other ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
  8. The Executive Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
  9. The Executive Board shall provide policy recommendations and input to the Director. Operational decisions on the delivery of 911 services shall be the sole purview of the County, acting through the Director as provided in **Section 2, subsection D** of this Agreement.
  10. The Executive Board may request financial or performance audit(s) of the Emergency Communications Department, including that the auditor be independent from the County. The costs of an independent financial audit shall be borne, proportionally, by the Parties as specified in this agreement. Upon the Executive Board's request for an audit, the Emergency Communications Department will cooperate in such audits.
  11. Bylaws. The Executive Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Executive Board in performing its duties under this agreement. In the event of a conflict between the Executive Board's By-Laws and this agreement, this agreement shall prevail.
    - 1 The Executive Board shall provide 30-days advance notice to the Parties of any scheduled Executive Board meeting at which it will consider a proposal to amend the by-laws.
    - 2 Amendments to the bylaws must be approved using a weighted vote of the Executive Board per the voting requirements in **Section 4** of this Agreement.

**5. OPERATIONS BOARD**

- A Membership of the Operations Board consists of executives, or their designees, from three law enforcement agencies, three fire protection agencies, the Monterey County Sheriff, Salinas Police Chief, Salinas Fire Chief, and the Director of the County Emergency Communications Department, for a total of ten (10) members.
- B Representatives of the law enforcement agencies and the fire protection agencies will be selected by their respective Chiefs associations.
- C The Parties agree that attendance and full participation by all Operations Board members is crucial. A quorum shall be established for each meeting of the Operations Board. After 3 unexcused absences by any one member of the Operations Board, the entity or entities represented by that member shall appoint a different individual to serve as a member of the Operations Board.
- D Each member has one vote; there shall be no weighted voting.
- E The affirmative vote by a majority of a quorum of the voting members present at an Operations Board meeting is required for the Operations Board to take action.
- F Key responsibilities of the Operations Board include:
  - 1. Developing and recommending operational requirements for ECD provided services and capital improvements.
  - 2. Tasking internal User Groups to resolve issues, develop protocols; investigate technologies, and address other operational issues associated with emergency communications and dispatch services.
  - 3. Providing recommendations to the Executive Board on operational policies, goals, and operational enhancements, including those that have budgetary implications.
  - 4. Receive reports from the Director on service goals and the status on meeting those goals.
  - 5. Meets monthly and additionally as needed.
- G Duties
  - 1. The Operations Board shall provide operational policy recommendations to the Director through the Executive Board.
  - 2. The Operations Board shall have responsibility to provide recommendations regarding matters pertaining to operating policies that affect Users.
  - 3. The Operations Board shall receive reports from the Director or designee on all policy matters pertaining to budget, personnel, equipment, operations, or fiscal issues which could affect costs to Users and Parties. The Operations Board may review items presented by the County,

initiated by members of the Operations Board, and initiated by Users and Parties.

4. Where services are provided or administered by ECD, and are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending operational policies with respect to those services; these policies shall not conflict with County-wide policies or with ECD departmental policies. Any costs of special services shall be the responsibility of the using Party(s). County will determine policy on unique services used by specified Parties, taking into account their recommendations, made pursuant to this provision.
5. The Operations Board may appoint Standing and Ad Hoc Committee(s) as necessary to advise it on technical matters or to consider special issues.
6. In advance of addition of new technology or services that increase costs to User Agencies, the Operations Board shall identify and recommend cost sharing and funding mechanisms. This shall include technology and services that are funded by grants but that may have future additional costs such as for maintenance.
7. The Operations Board shall provide recommendations regarding management of System Assets such as, but not limited to: telecommunications equipment and computer aided dispatch equipment.
8. The Operations Board will recommend to the Executive Board, as it sees fit, programmatic performance audits and reviews of the Emergency Communications Department.
9. Bylaws. The Operations Board shall adopt bylaws consistent with this agreement, which may be amended from time to time. These by-laws shall be the guiding governance document for the Operations Board in performing its duties under this agreement. In the event of a conflict between the By-Laws and this agreement, this agreement shall prevail.
  - 1 The Operations Board shall provide 30-days advance notice to the Parties of any scheduled Operations Board meeting at which it will consider a proposal to amend the by-laws.
  - 2 Amendments to Operations Board bylaws must be approved by all members of the Operations Board.

**6. USER GROUPS**

- A The following User Groups shall meet as directed by their oversight organizations and serve as forums for discussion of dispatch-related issues:

1. The Dedicated Fire Dispatch (DFD) subcommittee of the Monterey County Fire Chiefs Association.
2. The Monterey County Law Enforcement Agency Association (MCLEAA) subcommittee of the Monterey County Chief Law Enforcement Officers Association.
3. Other Technical User Group(s) as needed.

B User Groups may make recommendations to the Operations Board.

**7. COUNTY OBLIGATIONS**

- A The County shall provide all answering services for calls made to the Emergency 9-1-1 telephone number.
- B The County shall provide all answering services for calls made to Users' non-emergency, secondary telephone numbers.
- C The County shall dispatch User law enforcement, fire, and emergency medical field units and shall provide associated services, including status reporting and activity reports.
- D The County, through the EMS Agency, will provide guidance on the treatment of emergency calls identified as "medical calls" received by ECD.
- E The County shall, upon agreement with the individual Parties, provide responses to urgent or emergency data inquiries made by Users' field units.
- F The County shall provide after-hours dispatch of User's non-public safety (administrative) staff in accordance with operating procedures mutually agreed to by the User and County.
- G The County will provide other additional public safety call taking/dispatch related services to User agencies as recommended by the Operations and Executive Boards. Costs associated with the additional services will be borne by the User agency pursuant to written agreement.
- H The County shall provide and maintain all necessary consoles, and telephone systems, located in its communications center(s).
- I The County shall operate, maintain, and otherwise manage all telecommunications sites and transmission media identified as components of the System that are necessary to facilitate the common, countywide public safety communications and emergency 9-1-1 dispatch system. All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve an individual User exclusively shall be provided for and maintained at that User's expense.
- J County shall coordinate, administer, and maintain all systems defined by the EC Boards to benefit all Parties and Users, including development of standard operating procedures that may include training of Parties' and Users' staff to meet their responsibilities. All systems shall be maintained and operated

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9-1-1 Emergency Services and Governance Agreement

consistent with applicable federal, state, and local laws, rules and regulations such as the State of California Department of Justice and Federal Communications Commission.

- K County, on behalf of all Parties, shall continue to seek grant opportunities, shall make applications for grants and other external sources of funds with authorization by the County Board of Supervisors, and shall utilize any such funds received to proportionately offset all Parties' portion of project expenses.
- L County shall provide technical expertise in emergency communications and dispatch services and as well as associated administrative services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.
- M County shall timely notify the EC Boards about pending County labor negotiations, County salary and benefit increases, County layoffs, County observance of winter recess, and similar, in so far as such issues could impact the delivery or costs of emergency communications services pursuant to this agreement. County will consider input provided by the EC Boards regarding the effects of such issues on their interests
- N With the approval of the County Board of Supervisors, County shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this agreement.
- O County shall provide appropriate management and supervision for all emergency communications and dispatch services including associated administrative services. The EC Boards may identify alternate options for services that would otherwise be provided by County. Any alternative services determined feasible by the EC Boards may be recommended to County, which shall consider such recommendations in good faith subject to limitations of law.
- P The County shall bill to Users all costs associated with providing 9-1-1 emergency call taking, non-emergency call-taking, law enforcement dispatch, fire dispatch, emergency medical dispatch, and other emergency communications or associated services in accordance with **Section 14** of this agreement.
- Q The County will support, participate in, and cooperate with financial and programmatic audits and reviews of the Emergency Communications Department as recommended by the Executive and Operations Boards.
- R For direct and indirect costs that County will bill to Users as part of this agreement, County shall provide invoices or other available supporting documents in a timely manner and in accordance with **Section 14** of this agreement.



- S County-requested projects requiring contribution from the Parties shall be submitted by the County, through the Director, to the Executive Board, in advance of incurring costs. The Executive Board shall make recommendations to the County on the projects and costs.

**8. RESPONSIBILITIES OF THE USERS AND PARTIES**

- A Each Party, through its representative on the EC Boards, shall assist in oversight of management and operation of the emergency communications system and system components and shall provide technical and operational input necessary for effective design and use of the system to meet individual and collective needs.
- B Each Party shall be responsible for communicating with its constituents and governing bodies about the emergency communications systems.
- C Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not System Assets. Such assets must be (1) compatible with the systems used by Monterey County Emergency Communications Department, (2) serve an individual User, and (3) used by that User's personnel at that Party's expense. Each Party shall pay all costs associated with those assets.
- D Each Party using Mobile Data Communications System (MDCS) equipment shall, at its own cost, be responsible for procurement and utilization of equipment that is compatible with and will interface with the County MDCS system in place at that time. Parties and Users, at their own cost, will be responsible for coordinating connectivity with Information Technology Department (ITD).
- E The Executive Board, with recommendations from the Operations Board, may recommend to the County cost sharing formulas on behalf of all Users for additional future communications services provided by the County.
- F All Parties shall provide information requested by the EC Boards such as device inventory, in a timely manner.
- G Each Party shall comply with future requirements as recommended by the Operations Board. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.
- H Where requested by Executive Board, all Parties shall cooperate in seeking grants or supporting the acquisition of external funding such as grants or earmarks. If any portion of the emergency communications system is funded with monies received by any Party pursuant to a contract with the State or Federal government, all Parties will comply, as required, with all the provisions of said contract, to the extent applicable to each Party. Upon request, the Party

which is the grantee shall deliver a copy of said contract or grant or earmark documentation to any requesting Party at no cost to the requestor.

**9. TERM AND RENEWAL OF THE AGREEMENT**

- A The Effective Date of this agreement shall be the date that all Parties have signed the agreement, with the County signing last. Simultaneous to the effective date of the agreement, the County and the Parties agree that the following agreements are revoked and are no longer in effect:
1. All pre-existing 9-1-1 Services Agreements including by-laws, addressing emergency communications and dispatch services in Monterey County.
- B The initial term of this agreement shall be for three years plus the remainder of the fiscal year that the agreement is executed, unless terminated sooner by mutual consent of all Parties.
1. Any Party seeking to withdraw may do so starting with the end of year three of the agreement and only after providing a two-year advance notice to the Executive Board and to all other Parties as specified in **Section 9, subsection D** below.
- C Upon completion of the initial three-year term, this agreement shall automatically be renewed for successive periods of two years.
- D Any Party seeking to withdraw may do so only after providing a two-year (24 months) advance written notice to (1) the Executive Board and (ii) to all other Parties. Notices of intention to withdraw shall be mailed or delivered to (i) each member of the Executive Board and (ii) to each Party at the address identified on the signature pages of this agreement.
- E If a Party withdraws pursuant to this Section, the agreement will remain valid for those Parties that have elected to remain party to this agreement and any costs that are shared among the Parties shall be reallocated to reflect proportionate share for the Parties continuing to participate. All costs for the remainder of the fiscal year that a party withdraws in is the responsibility of the withdrawing party.
- F In the event of withdrawal by a Party which is providing resources (such as licenses, site, or other resources) to the benefit of all Users, that resource shall be left intact and in service and that Party shall negotiate in good faith with the County and remaining Parties for continuing use of that resource.
- G Voluntary Withdrawal.
1. A withdrawing Party shall provide the EC Boards with written notice of intent to withdraw twenty-four (24) months before the effective date of withdrawal, a written timetable for withdrawal, and a description of the way the withdrawal will be conducted. The withdrawing Party's plan for withdrawal shall minimize disruption to other Parties and Users. The withdrawing Party shall provide any other appropriate information

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9-1-1 Emergency Services and Governance Agreement

requested by the EC Boards or the Director, to allow the development of strategies to mitigate disruption to the remaining Users.

2. Such withdrawing Party shall continue to fund its portion of the Emergency Communications budget pursuant to this agreement for 24 months after issuance of its notice of withdrawal.
3. A withdrawing Party shall agree to a buy-out agreement to retire any financial obligations of the withdrawing Party. The Party will remain responsible for any services that will continue to be provided, such as the Emergency Notification System or regional dispatch services and for any outstanding NGEN or other debt service Costs incurred in support of emergency communications systems assets.
4. Upon withdrawal, the withdrawing Party relinquishes all rights to System Assets.
5. If the Party discontinues receiving dispatch services but remains within ECD's Public Safety Answering Point (PSAP) jurisdiction for answering 9-1-1 emergency calls and other non-emergency calls for service, those services will continue to be billed to the Party under the provisions of a renegotiated agreement with the County as a Miscellaneous User.
6. If the withdrawing Party is a voting member of the EC Boards, that Party shall maintain full voting rights as an EC Board member until the effective date of its actual withdrawal from the emergency communications system. A withdrawing Party's voting membership on EC Board ends if the Party's representative is replaced by vote of his/her appointing authority or if the withdrawing Party chooses to resign its membership on an EC Board.
7. A withdrawing Party that is a member of an EC Board shall notify the applicable appointing authority of its intention to withdraw at the same time that it notifies the other Parties of its withdrawal. If a withdrawing Party holds a seat on an EC Board representing other parties, that Party's seat shall be reassigned immediately upon receipt of the written notice to withdraw.
8. A Party that has withdrawn from its participation in the emergency communications system shall not be entitled to refund of any costs that it has incurred for the system through to the date of termination.

H Termination for Cause. The County, in consultation with the Executive Board, may terminate the participation of any Party for cause, including a Party's failure to fully fund or fully pay budgeted costs, as well as any other breach of this agreement (default). Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this agreement.

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1. The Termination for Cause process shall include the following steps:
  - 1 Written notice by the Director of the Emergency Communications Department or designee to the Party, with a copy to Executive Board members. Such notice shall advise the Party of the reason for possible termination. The notice shall further advise that the Party may cure its default within thirty (30) days of the notice and thereby avoid termination.
  - 2 If the defaulting Party begins to cure such default, the thirty (30) day cure period will be extended by additional thirty (30) day extensions, for as long as the defaulting Party continues to diligently prosecute such a cure to completion.
  - 3 If the defaulting Party does not cure the default within thirty (30) days, termination of the defaulting Party shall be placed on the agenda for next Executive Board meeting. The Executive Board shall request in writing that the defaulting Party attend that meeting. The defaulting Party shall be asked to provide either (1) a plan for curing its default or (2) a plan for withdrawal, as detailed below.
  - 4 If the Executive Board finds the defaulting Party's plan for curing its default unacceptable, the Executive Board may determine by majority vote to recommend to the County that it terminate the defaulting Party's participation in the emergency communications system or to take other appropriate measures (e.g. lien).
  - 5 If the Executive Board decides to recommend termination of the defaulting Party from the emergency communications system, the Executive Board shall provide written notice to the defaulting Party that it recommends to the County that services provided under this agreement be terminated, effective twenty-four (24) months following the date of delivery of the notice. A copy of the written notice of recommended termination delivered to a defaulting Party shall be provided to County. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this agreement will be terminated.
  - 6 A Party terminated by the County for cause remains liable for its portion of emergency communications system costs up to the effective termination date, as well as applicable damages, collection costs, and interest.

7 The Executive Board may recommend to the County allocation of remaining System Assets among the Parties to the County or it may recommend to the County allowing the terminated Party to retain the value of its System Assets, with the stipulation that use of the system will not be made available to that Party, unless and until the Party agrees to cure all defaults/breaches as set out above.

2. The terminated Party forfeits all other rights. If the terminated Party holds a seat on the Executive Board, that seat shall be reassigned immediately upon termination.
3. Rights of Remaining Parties. Once the un-depreciated value of the system assets used by the defaulting Party is determined, the Executive Board may recommend to the County reallocating the system value and allocating system costs proportionally among the remaining parties. A Party that has been terminated by the County or that has withdrawn from participation shall not be entitled to refund of any costs that it has incurred for the system to the date of termination.

I Dissolution. This agreement may be voluntarily terminated by the agreement of all the Parties. As part of the termination of this agreement and dissolution of the system, the County, upon recommendation of the EC Boards, shall distribute System Assets in proportion to the contribution made by all Parties.

#### **10. SERVICE QUALITY AND CONDITIONS**

A The quality of system services to be provided to all Parties and Users shall, in the absence of explicitly adopted exceptions, be equal to or above established industry standards. The adopted standards and best practices shall be based upon those established by APCO, NFPA, NENA, POST, ISO, CalOES 911 Branch, and others identified by the Operations Board. In those areas where there are no industry standards, or where the established standard is not appropriate for Monterey County, the Director shall recommend standards and advise the Operations Board regarding budgetary, service level and other resources required to meet those standards. The Operations Board shall consider those recommendations and agree to appropriate System standards in good faith.

B Emergency Communications systems performance shall be measured in accordance with those standards developed as indicated above. The Director shall report at least annually to Parties and Users regarding performance. The Operations Board shall review the level of performance being achieved for each agency/User and for the whole operation in comparison to the standards and in comparison, to the levels of performance achieved in previous periods.

Established standards shall be achieved for each member Agency/User and for

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the system. In reviewing system performance, the Operations Board shall consider staffing, technology, or other limitations impacting the ability to meet standards. The reporting interval may differ for different standards. At least annually, however, the comprehensive set of measures shall be reported to the Parties and Users and shall be reviewed by the Operations Board.

- C The County, in consultation with the EC Boards, will evaluate the feasibility of accreditation by appropriate accrediting groups, (i.e., CALEA, APCO, etc.), taking into account the investment of County staffing levels and County resources required. Final decision regarding pursuit of accreditation will remain in the sole discretion of the County. The accreditations referred to by this provision of this Agreement do not refer to or include accreditation of the County's ambulance services provider.
- D During the budget development process, the Director shall recommend, and the Operations Board shall evaluate, the nature and scope of services to be provided to Users. The Operations Board shall consider requests from Users desiring increased levels of service; such requests may be recommended to the County through the Executive Board, subject to staffing and other constraints, based upon the User's agreement to pay the incremental costs of those enhanced service levels.
- E Procedures related to dispatch operations will be developed by the Director, with input from the Operations Board and with input, as needed, from recognized advisory groups (e.g., Law Chiefs or Fire Chiefs.) Any dispute or conflict regarding a dispatch procedure will first be addressed by the Director to determine if a resolution can be reached. If no resolution can be agreed to by the affected parties, the Operations and Executive Boards may be consulted, with the final determination of appropriate action to be made by the County, acting through the Director of the Emergency Communications Department.
- F The Director or his/her designee will promptly investigate all complaints received from any User or citizen and shall respond in a timely manner to the complaining party. The Director shall regularly report to the EC Boards with a summary of complaints received and their resolution and shall provide additional information to individual Users involved in a complaint upon request.

#### **11. ADDITION OF NEW MEMBERS**

- A Any government organization that is not a party to this agreement on the effective date of this agreement may become a Party upon: (a) the recommendation of the Emergency Communications Department; (b) the recommendation of the Executive Board by majority vote; (c) payment of a pro rata share of all previously incurred costs that the County determines will benefit the requesting organization and are thereby appropriate to assess to the

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organization; and (d) execution of a written agreement with the County subjecting the requesting organization to the terms and conditions of this agreement. The County may execute an amendment to this agreement to include a new Party.

- B The Executive Board may recommend by majority vote, imposing one-time fees upon new Parties to offset costs incurred in previous fiscal years (buy-in fees). Buy-in fees include but are not limited to facility construction, major equipment purchases, and software. Buy-in fees will be incorporated into the budget for emergency communications services.
- C Under special circumstances, such as but not limited to manmade or natural disaster, acts of God, and acts of civil unrest, temporary access to the emergency communications system may be provided to non-Parties. This access may be recommended by the Operations Board or, if time does not permit, the Director may approve non-party access and notify the EC Boards. Non-Parties may be required by the County to reimburse the County or Parties and Users any costs resulting from temporary emergency access.

## **12. BUDGET DEVELOPMENT PROCESS**

- A Program and budget related decisions shall be developed by the County with input from the Executive Board and the Operations Board, and ECD staff. The Executive Board will review staff recommendations and provide final recommendations to the County. The County Board of Supervisors shall have final authority over program and budget related decisions.
- B The Executive Board shall review the Emergency Communications Department's annual budget request prior to County's budget hearings. The County shall provide all relevant information, including information about indirect costs, in a timely manner, allowing sufficient time for the Executive Board to evaluate and make requests for information.
- C The Executive Board will advise regarding the Emergency Communications Department budget and service levels to be proposed to the Board of Supervisors and to the Parties' governing bodies, as applicable, in the form of recommended budgets and augmentation requests, in accordance with procedures established by the County. The Executive Board will provide recommendations to staff working with County service departments in reviewing charges and levels of service provided by the Emergency Communications Department. In the event that the Executive Board does not concur with the County's Recommended Budget, the Director and the Chair of the Executive Board shall present the Executive Board's recommendations regarding emergency communications budget and service levels directly to the County Board of Supervisors. Final

budget approval regarding budgets and funding of service levels are the responsibility of the County Board of Supervisors.

- D The County of Monterey Emergency Communications Department will provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as requested by the Executive Board.
- E County Administrative Office staff will present ECD annual forecasts and recommended budgets for the County Board of Supervisors' consideration, including information on alternative funding/service levels and Countywide service department charges.

**13. 9-1-1 RESERVE ACCOUNT**

- A The Emergency Communications Department shall regularly report accounting for the 9-1-1 Reserve Account to the Executive Board. As authorized by the County Board of Supervisors, the 9-1-1 Reserve Account will be restricted for expenditures as recommended by the EC boards, with final determination on expenditures to be made by the County and will be maintained in an interest-bearing restricted fund, until the funds are expended.
- B The purpose of the 9-1-1 Reserve Account is to fiscally support capital expenditures, the future acquisition of major equipment (such as computer systems), and to spread out major expenditures over time, thereby reducing the need for large assessments to the Parties. The 9-1-1 Reserve Account will enable County and the Parties to better prepare budgets and facilitate long term fiscal planning.
- C Funds in the 9-1-1 Reserve Account shall be readily accessible to the Emergency Communications Department to use for appropriate expenditures that benefit the Parties and Users.
- D The Director shall present 9-1-1 Reserve Account accounting reports to the Executive Board monthly or as requested.
- E Accumulation of interest in the 9-1-1 Reserve Account will accrue to the benefit of the emergency communications systems.

**14. COST SHARING PLAN FOR PARTIES AND USERS**

- A Until replaced by an NGEN Operations and Maintenance (O & M) Governance and Financing Agreement, Radio system O & M fees are billed on a quarterly basis by ECD. O & M fees are determined by the number of radio users on the system as recommended by Operations Board and the Executive Board. Radio system O & M costs are determined by the Information Technology Department (ITD) and ECD.



1. The payment shall be due ("Due Date") thirty (30) days after the billing date. County shall bill the Users no later than the end of each calendar quarter for the prior calendar quarter. For example, July through September would be billed before the end of December of the same fiscal year.

B ECD will invoice each Party separately, either annually, biannually, or quarterly in arrears for fees for Dispatch Services, the Emergency Notification System, Inform Mobile Licensing, the NGEN Debt Service and other special charges to Parties and Users. County will consult with the Executive Board at least ten (10) days before the start of each fiscal year regarding the frequency of billing and methodology of billing to actual expenses or budgeted expenses per **subsection 1** below. The County, through ECD, may exercise its discretion and bill agencies either annually, bi-annually, or quarterly, in order to maintain adequate reserves in the special revenue fund dedicated to provision of 911 services.

- 1 In consideration of the foregoing, each Party will pay to the County, on an annual, biannual, or quarterly basis, an amount derived by the formula set forth below based on the year-to-date actual costs or budgeted costs.
- 2 Invoices shall be sent via email to the email address listed in the signature block of this Agreement. Invoices will be mailed via certified mail ONLY at the written request of the Party or User Agency to the ECD. This mailing address and email address may be changed only with written notice to ECD. An email to the current Director will suffice.
- 3 The funding formula for user agencies may include 5.0% of the County of Monterey's total Proposition 172 revenue from the two year prior audited actual Proposition 172 revenue to offset the total charges incurred by all Parties to this agreement as determined annually by the Monterey County Board of Supervisors during the budget process.
- 4 The Countywide Cost Allocation Plan (COWCAP) will be utilized to capture and bill the indirect costs incurred by the County which are associated with the operations of the Monterey County Emergency Communications Department.

C

**Formula Definitions:**

|          |                                                                                                                                                                                                                                                                                                                                                                      |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | Actual cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure report for the Billing Period.)                                                                                                                                                                                                                                         |
| <b>B</b> | Amount to be paid by the State of California, and/or other agencies not party to this agreement, to the County of Monterey for emergency 9-1-1 operations.                                                                                                                                                                                                           |
| <b>C</b> | Actual Annual cost subject to percentage distribution.                                                                                                                                                                                                                                                                                                               |
| <b>D</b> | Most recently available assessed valuation of real property of the Party. (Source: "Monterey County Tax Rates" for the Billing Year.)                                                                                                                                                                                                                                |
| <b>E</b> | Most recently available assessed valuation of real property in the County of Monterey less the assessed valuation of real property attributed to organizations not receiving direct dispatch services. (Source: "Monterey County Tax Rates" for the billing year.)                                                                                                   |
| <b>F</b> | Most recently available resident population of each Party. (source: for county and cities, "State of California Department of Finance Data" for the billing year and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.)                                                             |
| <b>G</b> | Most recently available total population of the County of Monterey, less the population of agencies not receiving direct dispatch services. (Source: for county and cities, "State of California Department of Finance Data" and for Fire Districts, "Inventory of Local Agencies" as provided by the Local Agency Formation Commission for the County of Monterey.) |
| <b>H</b> | Annual Workload total for each Party based on billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)                                                                                                                                                            |
| <b>I</b> | Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)                                                                                       |
| <b>J</b> | Party net percentage (Derived by applying equal weight to Party Percentage of Assessed Valuation, Resident Population and Dispatch Workload.) For Fire Districts and Fire Only Users this net percentage is multiplied by 10%.                                                                                                                                       |
| <b>K</b> | Party Gross Bill.                                                                                                                                                                                                                                                                                                                                                    |
| <b>L</b> | Party's Prop 172 offset shall be computed by taking the Party's original billing and dividing that by the total billing of all Parties subject to Prop 172 reduction, which is a percentage of the total billing. That percentage is multiplied by the total gross Prop 172 amount to derive the individual Party's percentage share of the Prop 172 funding.        |

D

**Cost Allocation Formula:**

$$(1) \quad A - B = C$$

$$(2) \quad \left[ \frac{D}{E} + \frac{F}{G} + \frac{H}{I} \right] \text{ Divided by } 3 = J$$

$$(3) \quad C \times J = K$$

$$(4) \quad K - L = \text{Charge to the Party for the billing year.}$$

- E In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.
- F The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.
- G The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.
- H The County of Monterey Emergency Communications Department shall bill each Party on an annual, biannual, or quarterly individual basis.
- I Delinquency. If a Party does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Party. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Party does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.
- J Billing Dispute: If a Party or Parties dispute payment owed to County, each Party shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

**15. PAYMENT PROVISIONS FOR MISCELLANEOUS AGENCIES**

A ECD shall invoice each Miscellaneous Agency in alignment with the invoicing schedule as outlined in **Section 14, subsection B** of this Agreement.

B The formula to determine costs is as follows:

Formula Definitions

|          |                                                                                                                                                                                                                                                                                |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | Miscellaneous Agency Workload (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.)                                                                                                      |
| <b>B</b> | Annual Workload total for all law enforcement, fire, special emergency, and other emergency response units for the billing period. (Source: Workload totals compiled by the County of Monterey Emergency Communications Department, following review by the Operations Board.) |
| <b>C</b> | Miscellaneous Agency net percentage                                                                                                                                                                                                                                            |
| <b>D</b> | Actual cost of dispatch service (Source: County of Monterey Auditor/Controller's expenditure report for the Billing Period.)                                                                                                                                                   |
| <b>E</b> | Charge to the Miscellaneous Agency for the billing year.                                                                                                                                                                                                                       |

Cost Allocation Formula for Miscellaneous Agencies:

$$(1) \quad \frac{A}{B} = C$$

$$(2) \quad C \times D = E$$

C In addition to the foregoing formula, the County may, after consultation and recommendations with the Executive Board and the Operations Board, augment the formula on a pro rata basis to include provisions of special funding for any purpose such as, but not limited to, adding to the 9-1-1 Reserve Account, supporting needed projects to replace software, hardware, dispatch furniture, major building repair, etc. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through majority vote of the Executive Board.

D The County may consult with the Executive Board and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

E The Workload component of the billing formula will be periodically evaluated by the Operations Board which shall report its findings to the Executive Board. Changes to the Workload component may be recommended to the County by the Executive Board, which changes may be implemented by the County, in its discretion, as appropriate.

F The County of Monterey Emergency Communications Department shall bill each Miscellaneous Agency on an annual, biannual, or quarterly individual basis.

G Delinquency. If a Miscellaneous Agency does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed

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delinquent. A "Delinquency Fee" in the amount of five percent (5 %) of the delinquent amount shall be added to the amount owed and charged to the Miscellaneous Agency. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Miscellaneous Agency does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Miscellaneous Agency, including the regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

- H Billing Dispute: If a Miscellaneous Agency(s) dispute payment owed to County, each Miscellaneous Agency shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Miscellaneous Agency disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

**16. ONGOING USE OF 9-1-1 DISPATCH CENTER**

- A As provided in the Agreement for the Construction and Funding of a Consolidated Dispatch Center for 9-1-1 emergency communications, effective on July 1, 2001, County shall provide the land located at 1322 Natividad Road, Salinas at no cost to the Parties and Users for the duration of its use for the purposes set forth in that agreement and in this agreement.
- B The County shall permit the Users to use the 9-1-1 Dispatch Center of the consolidated Emergency Services Center including its equipment, fixtures, and furnishings for the period of time that the facility is used for 9-1-1 dispatch services.
- C The County and the Parties shall be jointly responsible for costs of maintenance of the 9-1-1 Dispatch Center.

**17. RECORDS AND CONFIDENTIALITY**

- A **Confidentiality:** County and the Parties and Users and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this agreement or prepared in connection with the performance of this agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties

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acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County will mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.

- B **Maintenance of Records:** The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this agreement. The County shall maintain such records in accordance with the provisions of the County and ECD Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

**18. COUNTY INDEMNIFICATION OF PARTIES AND PARTIES' WAIVER OF CLAIMS AGAINST THE COUNTY**

- A County hereby agrees to indemnify and hold harmless each Party, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Party, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by or arising out of the provision of the emergency communications services by the County as set forth in this agreement.
- B Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of emergency communications services by the County pursuant to this agreement that may be brought or instituted by third parties against each Party, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Party, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Party agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this agreement and each Party agrees to cooperate with County in the defense of such claims.
- C In return for and in recognition of County's acceptance of liability, as set forth above, each Party agrees that it will not sue, make any demand or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the emergency communications services by the County set forth in this agreement. This waiver of liability against the County by the Parties applies to

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claims, demands, judgments or decrees which are asserted by third parties and to claims, demands, judgments or decrees which could be asserted by the Parties against the County.

**D Survival of Indemnification and Waiver of Liability Obligations**

1. The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Parties, established above, shall survive the termination of this agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this agreement and the provision of emergency communications services pursuant to this agreement.

**19. INSURANCE**

- A Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:
- B Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- C Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
- D Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.
- E In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this agreement, shall be furnished to the requesting party prior to execution of this agreement.
- F Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

**20. GENERAL PROVISIONS**

- A Amendment. This agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto; except for an Amendment of adding a new Party as described in **Section 11** of this Agreement.
- B Effect on Existing Agreements:
1. Agreement for 9-1-1 Emergency Communications Dispatch Services (the City and Fire District 9-1-1 Service Agreement): Upon final execution of this agreement by the County and all Parties, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
  2. Agreement for 9-1-1 Emergency Communications Dispatch Services for Miscellaneous Agencies (the miscellaneous agency 9-1-1 Service Agreements): Upon final execution of this agreement by the County and miscellaneous agencies, the 9-1-1 Service Agreement executed by the County in 2001 and any amendments to that agreement shall terminate and shall no longer be of any force or effect.
- C Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- D Successors and Assigns. This agreement and the rights, privileges, duties, and obligations of the Parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.
- E Assignment. No Party may assign, sell, or otherwise transfer its interest or obligations in this agreement without the prior written consent of the County upon the recommendation of the Executive Board. Any organization wishing to participate in this system shall participate through this agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.
- F Compliance with Applicable Law. The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this agreement.
- G Severability. If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.



- H **Heading.** The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this agreement.
- I **Time is of the Essence.** Time is of the essence in each and all of the provisions of this agreement.
- J **Governing Law.** This agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this agreement shall be in the Superior Court of California, in the County of Monterey.
- K **Construction of Agreement.** The Parties agree that each Party has fully participated in the review and revision of this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this agreement or any amendment hereto.
- L **Counterparts.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- M **Authority.** Any individual executing this agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to enter into this agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.
- N **Integration.** This agreement, including the exhibits hereto, shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.
- O **Change of Address.** The mailing addresses, email addresses, phone numbers, and Party contacts may change and it is the responsibility of the Parties to notify the County as specified in paragraph (P) within ten days of said change.
- P **Notices.** Notices required under this agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

|                                      |
|--------------------------------------|
| COUNTY OF MONTEREY                   |
| Director of Emergency Communications |
| 1322 Natividad Road                  |
| Salinas, CA 93906                    |
| 831.769.8883                         |

IN WITNESS WHEREOF, the COUNTY and each of the Agencies have caused this agreement to be executed by their duly authorized representative as of the day and year written above.

|                                      |       |
|--------------------------------------|-------|
| COUNTY OF MONTEREY:                  |       |
| Name (printed)                       | _____ |
| Signature:                           | _____ |
| Date:                                | _____ |
| Director of Emergency Communications |       |
| Address: _____<br>_____              |       |
| APPROVED AS TO FORM:                 |       |
| Name (printed)                       | _____ |
| Signature:                           | _____ |
| Date:                                | _____ |
| Deputy County Counsel                |       |
| APPROVED AS TO FISCAL PROVISIONS:    |       |
| Name (printed)                       | _____ |
| Signature:                           | _____ |
| Date:                                | _____ |
| Auditor-Controller                   |       |

Parties (one per page)

|                                                             |       |
|-------------------------------------------------------------|-------|
| City of Carmel-by-the-Sea<br>Duly Authorized Representative |       |
| Name (printed)                                              | _____ |
| Signature:                                                  | _____ |
| Date:                                                       | _____ |
| Title                                                       | _____ |
| Address: _____<br>_____                                     |       |
| Email:                                                      | _____ |

For Review Only

Parties (one per page)

|                                                        |                |
|--------------------------------------------------------|----------------|
| City of Del Rey Oaks<br>Duly Authorized Representative |                |
| Name (printed)                                         | _____          |
| Title                                                  | _____          |
| Signature:                                             | _____          |
| Date:                                                  | _____          |
| Address:                                               | _____<br>_____ |
| Email:                                                 | _____          |

Parties (one per page)

|                                                    |                |
|----------------------------------------------------|----------------|
| City of Gonzales<br>Duly Authorized Representative |                |
| Name (printed)                                     | _____          |
| Title                                              | _____          |
| Signature:                                         | _____          |
| Date:                                              | _____          |
| Address:                                           | _____<br>_____ |
| Email:                                             | _____          |

NOT FOR REVIEW ONLY

Parties (one per page)

|                                                      |                |
|------------------------------------------------------|----------------|
| City of Greenfield<br>Duly Authorized Representative |                |
| Name (printed)                                       | _____          |
| Title                                                | _____          |
| Signature:                                           | _____          |
| Date:                                                | _____          |
| Address:                                             | _____<br>_____ |
| Email:                                               | _____          |

Parties (one per page)

|                                                |                |
|------------------------------------------------|----------------|
| City of King<br>Duly Authorized Representative |                |
| Name (printed)                                 | _____          |
| Title                                          | _____          |
| Signature:                                     | _____          |
| Date:                                          | _____          |
| Address:                                       | _____<br>_____ |
| Email:                                         | _____          |

For Review Only

Parties (one per page)

|                                                  |                        |
|--------------------------------------------------|------------------------|
| City of Marina<br>Duly Authorized Representative |                        |
| Name (printed)                                   | Layne Long             |
| Title                                            | City Manager           |
| Signature:                                       |                        |
| Date:                                            | June 30, 2020          |
| Address:                                         | 211 Hillcrest Avenue   |
|                                                  | Marina, CA 93933       |
| Email:                                           | llong@cityofmarina.org |



Parties (one per page)

|                                                    |                |
|----------------------------------------------------|----------------|
| City of Monterey<br>Duly Authorized Representative |                |
| Name (printed)                                     | _____          |
| Title                                              | _____          |
| Signature:                                         | _____          |
| Date:                                              | _____          |
| Address:                                           | _____<br>_____ |
| Email:                                             | _____          |

Parties (one per page)

|                                                         |                |
|---------------------------------------------------------|----------------|
| City of Pacific Grove<br>Duly Authorized Representative |                |
| Name (printed)                                          | _____          |
| Title                                                   | _____          |
| Signature:                                              | _____          |
| Date:                                                   | _____          |
| Address:                                                | _____<br>_____ |
| Email:                                                  | _____          |

For Review Only

Parties (one per page)

|                                                   |                |
|---------------------------------------------------|----------------|
| City of Salinas<br>Duly Authorized Representative |                |
| Name (printed)                                    | _____          |
| Title                                             | _____          |
| Signature:                                        | _____          |
| Date:                                             | _____          |
|                                                   |                |
| Address:                                          | _____<br>_____ |
|                                                   |                |
| Email:                                            | _____          |

Parties (one per page)

|                                                |                |
|------------------------------------------------|----------------|
| City of Sand<br>Duly Authorized Representative |                |
| Name (printed)                                 | _____          |
| Title                                          | _____          |
| Signature:                                     | _____          |
| Date:                                          | _____          |
| Address:                                       | _____<br>_____ |
| Email:                                         | _____          |

Parties (one per page)

|                                                   |                |
|---------------------------------------------------|----------------|
| City of Seaside<br>Duly Authorized Representative |                |
| Name (printed)                                    | _____          |
| Title                                             | _____          |
| Signature:                                        | _____          |
| Date:                                             | _____          |
| Address:                                          | _____<br>_____ |
| Email:                                            | _____          |

Parties (one per page)

|                                                   |                |
|---------------------------------------------------|----------------|
| City of Soledad<br>Duly Authorized Representative |                |
| Name (printed)                                    | _____          |
| Title                                             | _____          |
| Signature:                                        | _____          |
| Date:                                             | _____          |
| Address:                                          | _____<br>_____ |
| Email:                                            | _____          |

Parties (one per page)

Monterey County Regional Fire Protection District  
Duly Authorized Representative

Name (printed) \_\_\_\_\_

Title \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

For Review Only

Parties (one per page)

|                                                                       |       |
|-----------------------------------------------------------------------|-------|
| Monterey Peninsula Airport District<br>Duly Authorized Representative |       |
| Name (printed)                                                        | _____ |
| Title                                                                 | _____ |
| Signature:                                                            | _____ |
| Date:                                                                 | _____ |
| Address: _____<br>_____                                               |       |
| Email:                                                                | _____ |



Parties (one per page)

|                                                                                            |                |
|--------------------------------------------------------------------------------------------|----------------|
| North County Fire Protection District of Monterey County<br>Duly Authorized Representative |                |
| Name (printed)                                                                             | _____          |
| Title                                                                                      | _____          |
| Signature:                                                                                 | _____          |
| Date:                                                                                      | _____          |
| Address:                                                                                   | _____<br>_____ |
| Email:                                                                                     | _____          |

For Review Only

Parties (one per page)

|                                                        |                |
|--------------------------------------------------------|----------------|
| Big Sur Fire Brigade<br>Duly Authorized Representative |                |
| Name (printed)                                         | _____          |
| Title                                                  | _____          |
| Signature:                                             | _____          |
| Date:                                                  | _____          |
| Address:                                               | _____<br>_____ |
| Email:                                                 | _____          |

For Review Only

Parties (one per page)

|                                                                             |                |
|-----------------------------------------------------------------------------|----------------|
| California State University, Monterey Bay<br>Duly Authorized Representative |                |
| Name (printed)                                                              | _____          |
| Title                                                                       | _____          |
| Signature:                                                                  | _____          |
| Date:                                                                       | _____          |
|                                                                             |                |
| Address:                                                                    | _____<br>_____ |
|                                                                             |                |
| Email:                                                                      | _____          |

Parties (one per page)

|                                                                                      |                |
|--------------------------------------------------------------------------------------|----------------|
| Correctional Training/ Salinas Valley State Prison<br>Duly Authorized Representative |                |
| Name (printed)                                                                       | _____          |
| Title                                                                                | _____          |
| Signature:                                                                           | _____          |
| Date:                                                                                | _____          |
| Address:                                                                             | _____<br>_____ |
| Email:                                                                               | _____          |

May 12, 2020

Item No: **4e**

Honorable Mayor and Members  
of the Marina City Council

City Council Meeting  
of June 30, 2020

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2020-,  
APPROVING AN AGREEMENT BETWEEN THE COUNTY OF  
MONTEREY AND THE CITY OF MARINA FOR EMERGENCY  
COMMUNICATIONS DISPATCH SERVICES (9-1-1); AND AUTHORIZE  
THE MAYOR TO EXECUTE AGREEMENT ON BEHALF OF THE CITY  
OF MARINA SUBJECT TO FINAL REVIEW AND APPROVAL BY THE  
CITY ATTORNEY**

**REQUEST:**

It is requested that the City Council:

1. Adopting Resolution No. 2020-, an agreement between the county of Monterey and the City of Marina for Emergency Communications Dispatch Services (9-1-1); and
2. Authorize the Mayor to execute agreement on behalf of the City of Marina subject to final review and approval by the City Attorney

**BACKGROUND:**

The 911 Services Agreement is the contract between the County and the user agencies which provides the governance and financing terms of the dispatch and call taking services provided by the Monterey County Emergency Communications Department. The current 911 services agreement between the County of Monterey and the City of Marina was executed in 2001.

A new 911 Services Agreement has been created in collaboration with the Department's Operations and Executive Boards to update and clarify the governance structures and to reflect necessary updates to the 20-year old agreement (**"EXHIBIT A"**).

**ANALYSIS:**

This new agreement was approved by the Department's Executive Board on April 6, 2020, by the Emergency Communications Policy Advisory Council on May 8, 2020 and will be taken to the County's Board of Supervisors on May 12, 2020. Our goal is to have this agreement fully executed prior to July 1, 2020 so that necessary changes can be implemented at the beginning of the new fiscal year's billing cycle.

**FISCAL IMPACT:**

**CONCLUSION:**

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

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Layne Long  
City Manager  
City of Marina