



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council **DATE:** September 17, 2018

FROM: Matthew Bronson, City Manager

PREPARED BY: John Peters, Chief of Police

SUBJECT: Amendment to the Agreement with the Five Cities Fire Authority for
Emergency Communication Services

RECOMMENDATION

Adopt the Resolution approving the amendment to the current agreement between the City of Grover Beach and the Five Cities Fire Authority for fire, rescue, and emergency medical aid dispatch services and authorize the Mayor to execute the agreement on behalf of the City.

BACKGROUND

On June 19, 2018, the Council adopted Resolution No. 18-58 approving an agreement with the Five Cities Fire Authority (FCFA) for fire, rescue and emergency medical aid dispatching services. The terms of the agreement were for the City of Grover Beach to continue providing emergency dispatching services to FCFA while they completed their transition to the County of San Luis Obispo/CALFIRE communications center. The agreement was scheduled to expire on September 30, 2018; however, FCFA has requested an extension to the current agreement for an additional month due to transitional delays related to fire employees for CALFIRE and FCFA being deployed to the Mendocino Complex fire in Northern California.

Staff has met with FCFA staff and determined we can accommodate their request, though there is a small cost associated with doing so. Currently the Grover Beach Communications Center is going through a radio and dispatch console upgrade. The upgrade was designed and software was developed that did not include the FCFA modules. The vendor has already begun installation of the upgrade items and there is an additional \$1,035 cost to update and install the software programming for FCFA inclusion and later convert it back to the original programming modules. FCFA staff has agreed to absorb this additional cost during the month of October.

The cost of the service extension for the month of October is \$14,785 which covers the service costs and the re-programming costs. The amended agreement will also have an additional section that will continue this service agreement on a month-to-month basis until June 30, 2019, at the originally agreed upon monthly billing of \$13,750. As of the writing of this staff report, this amended agreement is scheduled to be approved by the Five Cities Fire Authority Board on September 21, 2018.

FISCAL IMPACT

The City expects to receive \$14,785 in revenue for the term of the amended agreement. This amount is not currently reflected in the FY19 budget.

ALTERNATIVES

The City Council has the following alternatives to consider:

1. Adopt the Resolution approving the amended agreement between the City of Grover Beach and the Five Cities Fire Authority for fire, rescue, and emergency medical aid dispatch services and authorize the Mayor to execute the agreement on behalf of the City;
or
2. Provide staff with direction.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

ATTACHMENTS

1. Resolution No. 18-XX and Exhibit A

RESOLUTION NO. 18-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH
APPROVING AN AMENDED AGREEMENT WITH THE FIVE CITIES FIRE AUTHORITY
FOR FIRE, RESCUE AND EMERGENCY MEDICAL AID DISPATCHING SERVICES

WHEREAS, the City of Grover Beach currently provides fire, rescue and emergency medical aid dispatching services for the Five Cities Fire Authority; and

WHEREAS, the Five Cities Fire Authority had developed plans to migrate their fire, rescue, and emergency medical aid dispatching services to a dedicated Fire/EMS center managed by the County of San Luis Obispo/CAL FIRE beginning on October 1, 2018; and

WHEREAS, the Five Cities Fire Authority desires to extend the current agreement authorized under Resolution No. 18-58 and enter into a short-term agreement for fire, rescue, and emergency medical aid dispatching services with the City of Grover Beach beginning on October 1, 2018 and concluding on November 1, 2018; and

WHEREAS, the amended Agreement (Exhibit A) will include a new section that will allow for the continuation of services on a month-to-month basis until June 28, 2019; and

WHEREAS, the Agreement (Exhibit A) is scheduled to be approved by the Five Cities Fire Authority Board on September 21, 2018 for fire, rescue, and emergency medical aid dispatching services with the City of Grover Beach.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Grover Beach approves the amended agreement with the Five Cities Fire Authority for fire, rescue, and emergency medical aid dispatching services and authorizes the Mayor to execute it on behalf of the City.

On motion by _____, second by _____, and on the following roll call vote, to wit:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

the foregoing Resolution was **PASSED, APPROVED, AND ADOPTED** at the Regular Meeting of the City Council of the City of Grover Beach, California, this 17th day of September, 2018.

**** D R A F T ****

JOHN P. SHOALS, MAYOR

ATTEST:

DONNA L. McMAHON, CITY CLERK

**AMENDED AGREEMENT BETWEEN THE CITY OF GROVER BEACH
AND THE FIVE CITIES FIRE AUTHORITY FOR THE PROVISION
OF FIRE, RESCUE AND EMERGENCY MEDICAL AID
DISPATCHING SERVICES**

THIS AGREEMENT is made and entered into this 17th day of September, 2018, by and between the CITY OF GROVER BEACH, a municipal corporation and General Law City, hereinafter called "CITY" and the FIVE CITIES FIRE AUTHORITY, a Government Code Section 6500 et seq. Joint Powers Authority, hereinafter called "FCFA".

RECITALS

A. **WHEREAS**, the Five Cities Fire Authority has asked that all fire, rescue and emergency medical aid dispatch services for the entire Five Cities Fire Authority areas be dispatched from the City of Grover Beach, thereby delivering efficient fire, rescue and emergency medical services; and

B. **WHEREAS**, the parties to this Agreement have the authority to provide emergency fire, rescue and medical dispatch services, etc.; and

C. **WHEREAS**, the parties desire to enter into this Agreement to enable the CITY to provide fire, rescue and emergency medical aid dispatching services to the FCFA.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The CITY shall provide computerized dispatch of all fire, rescue and emergency aid service needs to FCFA. The CITY shall utilize its existing Fire/EMS Computer Aided Dispatch System and most current operations procedures in effect ("Dispatch System") for dispatching all such services. The dispatching services will include, but are not limited to, (a) communicating to the FCFA all fire, rescue and medical aid notifications, and (b) providing communications for day-to-day operations and services for the FCFA. Day-to-day fire department operations and public service calls will be tracked in accordance with existing CITY operations procedures. The services described in this paragraph 1 shall be referred to as the "Dispatching Services".
2. The CITY will coordinate with the FCFA for any day to day operational needs the FCFA has regarding the dispatching of fire, rescue and emergency medical aid services.
3. All personnel required to operate the Dispatch System shall be employees of the CITY.
4. The FCFA shall pay for any related costs or upgrades that are required in their system, or the CITY system, including hardware and software, required for connection to the CITY systems that do not exist at the time this Agreement is executed if any additional connections or equipment is needed. The CITY will provide the specifications and costs required for connection or for service upon request of the FCFA.
5. The FCFA shall have the right to request and obtain, subject to all applicable confidentiality laws, any and all CITY records pertaining to the services provided under this Agreement. Both parties agree to meet at the request of the other party to resolve matters of dispute concerning the provision of services under the Agreement.

6. This Agreement shall become effective as of October 1, 2018, and, shall operate on a month-to-month basis until it expires at 8:00 a.m. on June 28, 2019.
7. FCFA shall indemnify and save harmless the CITY, its officers, agents, employees, attorney, volunteers and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of FCFA, its officers, agents, employees, attorney, volunteers and/or servants in connection with this Agreement.
8. CITY shall indemnify and save harmless FCFA, its officers, agents, employees, attorney, volunteers and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CITY, its officers, agents, employees, attorney, volunteers and/or servants in connection with this Agreement.
9. The FCFA shall pay the CITY the sum of \$14,785 for the month of October 2018 and \$13,750 per month commencing November 1, 2018. The CITY shall invoice the FCFA each month. The FCFA shall make payment to the CITY within thirty (30) days after receipt of the invoice.
10. The parties agree that this Agreement and any exhibits attached hereto and incorporated herein encompass the entire Agreement between the parties.
11. This Agreement may not be modified, orally or in any other manner, except by amendments in writing signed by all parties hereto.
12. This Agreement may not be assigned by either party hereto without the prior written consent of other party.
13. If a dispute arises out of this Agreement, and if said dispute cannot be settled by negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to litigation, or some other dispute resolution procedure.

CITY OF GROVER BEACH

FIVE CITIES FIRE AUTHORITY

**** D R A F T ****

John P. Shoals, Mayor

Barbara Harmon, FCFA Board Chair

Attest:

Attest:

Donna L. McMahon, City Clerk

Tricia Meyers, Board Secretary

Approved as to Form:

Approved as to Form:

David P. Hale, City Attorney

David P. Hale, General Counsel