

DATE SUBMITTED 6/17/2019
 SUBMITTED BY CITY MANAGER'S OFFICE
 DATE ACTION REQUIRED 6/19/2019

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS WJ

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: PUBLIC SAFETY DISPATCH CONTRACT 1. APPROVAL OF AGREEMENT BETWEEN COUNTY OF IMPERIAL AND THE CITY OF IMPERIAL FOR IMPERIAL COUNTY SHERIFF'S OFFICE TO PROVIDE EMERGENCY DISPATCH SERVICES FOR A THREE YEAR TERM	
DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE/IMPERIAL POLICE DEPARTMENT	
BACKGROUND/SUMMARY: The City of Imperial and County of Imperial have reached an agreement for public safety dispatch services. The contract will become effective July 1, 2019. Please see the attached contract and exhibit a for further information.	
FISCAL IMPACT: \$241,341.30 per fiscal year for a three (3) year term.	FINANCE INITIALS _____
STAFF RECOMMENDATION: It is staff's recommendation for the City Council to review and approve the contract for public safety dispatch services as presented.	DEPT. INITIALS <u>WJ</u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS _____
MOTION: SECONDED: _____ APPROVED () REJECTED () AYES: _____ DISAPPROVED () DEFERRED () NAYES: _____ ABSENT: _____ REFERRED TO: _____	



EXHIBIT A
IMPERIAL COUNTY SHERIFF'S OFFICE
RAYMOND LOERA
SHERIFF•CORONER•MARSHAL



June 14, 2019

**Imperial County Sheriff's Office summary Quote to provide services for the
City of Imperial (Police and Fire Operations) Dispatch and Communications Services**

Scope of Service

- 1 Dispatching radio communications services for twenty-four (24) hour per day, seven days per week.
- 2 911 emergency dispatch services for police and fire calls for service.
- 3 Use of the California Law Enforcement Telecommunication System (CLETS) through the ICSO
- 4 Benefit of ICSO Dispatch/Communication Center equipment to include:
 - Motorola Radio P25 compatible Console
 - Russ Basset Console Position
 - Verint Voice Logging Recorder system
 - AT&T 911 VETA system

ANNUAL COST: \$ 241,341.30

Additional Cost not Provided:

- 1 Monthly telephone services associated with trunking and other reporting telephone lines.
- 2 Unforeseen or needed capital expenditures, to be mutually agreed upon by both parties.

Thomas Garcia, Chief Deputy
Imperial County Sheriff's Office
(442) 265-2004

1 **2. SCOPE OF SERVICES.**

2 County shall provide services for the City identified under "Scope of Service" in ICSO's
3 summary quote, which is attached hereto and incorporated herein by this reference as **Exhibit "A."**

4 **3. COMPENSATION.**

5 **3.1** City shall pay County a flat rate in the amount of **Two Hundred Forty-One Thousand,**
6 **Three Hundred Forty-One Dollars and Thirty Cents (\$241,341.30)** per year, for County's services
7 contemplated under this Agreement, as identified in Exhibit "A."

8 **3.2** Such compensation shall be paid in four (4) equal quarterly installments on or before the
9 last day of March, June, September, and December of each year during the term of this Agreement. The
10 amount of each installment payment shall be \$60,335.33 for the first three (3) installment payments, and
11 \$60,335.31 for the last installment payment for each twelve-month period during the Agreement.

12 **3.3** County shall provide an invoice to City for each quarterly installment payments in
13 arrears, that shall be due and payable as set forth in Paragraph 3.2. The invoice will reflect all services
14 performed and amounts owed under this Agreement during the invoiced period.

15 **3.4** In the event this Agreement is terminated by either Party, City shall pay County the total
16 outstanding balance for services rendered upon receipt of the final invoice within thirty (30) calendar
17 days of the date of termination.

18 **4. TERMINATION.**

19 Either Party may terminate this Agreement at any time, with or without cause, by notifying the
20 other Party of its intent to terminate the Agreement and specifying the effective date thereof, at least
21 ninety (90) days before the effective date of such termination.

22 **5. ADMINISTRATION AND SUPERVISION.**

23 **5.1** ICSO employees and staff performing services on behalf of County under this Agreement
24 shall remain under the supervision, direction, and control of the ICSO, who shall administer this
25 Agreement on behalf of the County. County employees and staff shall not be considered agents,
26 employees, or deputies of City.

27 **5.2** Imperial PD employees and staff performing services on behalf of City under this
28 Agreement shall remain under the supervision, direction, and control of the Imperial PD, who shall

1 administer this Agreement on behalf of the City. City employees and staff shall not be considered
2 agents, employees, or deputies of County.

3 **6. CITY RESPONSIBILITIES.**

4 City shall be responsible for:

5 **6.1** Providing appropriate information to ICSO staff on City's standard operating procedures
6 necessary to enable County to provide the services contemplated herein.

7 **6.2** Installing any additional telephone lines or equipment it deems necessary to permit
8 County to provide the services requested herein. City agrees to obtain County approval before making
9 any installations related to this Agreement to ensure compatibility with County's obligations as provided
10 for in Paragraph 7.2.

11 **6.3** The proper handling and disposition of its non-emergency telephone calls and services.

12 **6.4** Providing and maintaining accurate mapping and related information necessary for
13 efficient emergency dispatching, including promptly sending any updates or changes to the ICSO
14 Dispatch/Communication Center.

15 **7. MUTUAL RESPONSIBILITIES.**

16 Both Parties shall be responsible for:

17 **7.1** Agreeing upon all operational procedures necessary to carry out the material terms of this
18 Agreement. In the event an emergency requires changes to the operational procedures, or the Parties
19 cannot come to a mutual agreement, the procedure shall be determined jointly by the Sheriff and Chief
20 of Police.

21 **7.2** Meeting and endeavoring to reach an agreement as to whether unforeseen or needed
22 capital expenditures utilized in providing services hereunder should occur, as identified in **Exhibit "A."**

23 **7.3** Meeting on a bi-annual basis to discuss the terms and conditions of this Agreement.

24 **8. JURISDICTION AND VENUE.**

25 This Agreement is made and entered into in Imperial County, California. This Agreement shall
26 be construed and enforced in accordance with the laws of the State of California, and the Parties agree
27 that any action brought by either Party regarding this Agreement shall be brought in a court of
28 competent jurisdiction in Imperial County.

1 **9. INSURANCE.**

2 Each Party shall retain sufficient insurance, or otherwise be sufficiently self-insured, to meet its
3 respective obligations under this Agreement.

4 **10. INDEMNIFICATION.**

5 **10.1** Each Party agrees, to the fullest extent permitted by law, to defend with counsel
6 acceptable to the other Party, indemnify and hold the other Party, its representatives, officers, elected
7 officials, designees, employees, agents, successors and assigns, harmless from and against any and all
8 liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out
9 of the performance of this Agreement, but only in proportion to and to the extent such liability, loss,
10 expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent acts
11 and omissions or willful misconduct of the indemnifying Party, its officers, employees, representatives,
12 elected officials, designees, or agents.

13 **10.2** Notwithstanding the foregoing, in the event that the Parties are both held to be
14 responsible for the negligent acts and omissions or willful misconduct of its own officers, employees,
15 representatives, elected officials, designees, or agents, the Parties will bear their proportionate share of
16 liability as determined in any such proceeding. Each Party to bear its own costs and attorneys' fees.

17 **11. NO AGENCY.**

18 Nothing herein contained shall be construed to create, and the Parties hereto expressly disclaim
19 any intent to create, any form of agency relationship, joint venture or partnership.

20 **12. SEVERABILITY.**

21 If any provision of this Agreement is held by a court of competent jurisdiction to be void,
22 invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

23 **13. GOOD FAITH PERFORMANCE.**

24 The Parties hereto agree to act in good faith and deal fairly with the other Party in the
25 performance of this Agreement.

26 **14. ASSIGNMENT.**

27 Neither this Agreement nor any duties or obligations under this Agreement may be assigned by
28 District without prior written consent of County.

1 **15. NOTICES.**

2 Any notice to be given pursuant to this Agreement shall be in writing and personally delivered or
3 sent by certified mail, postage prepaid, return receipt requested or by overnight carrier, priority
4 overnight delivery, postage and delivery charges prepaid, to each Party at the following addresses:

5 **COUNTY**

6 Raymond Loera, Sheriff
7 Imperial County Sheriff's Office
8 328 Applestill Road
9 El Centro, CA 92243

CITY

Stefan T. Catwin, City Manager
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

8 Copies of notices to Sheriff shall also be sent to:

9 Imperial County Executive Office
10 Attn: County Executive Officer
11 940 West Main Street, Suite 208
12 El Centro, CA 92243

12 Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72)
13 hours after deposit in the United States mail or twenty-four (24) hours after deposit with an overnight
14 carrier. The addressees and addresses for purposes of this Paragraph may be changed to any other
15 addressee and address by giving written notice of such change in the manner provided in this Paragraph.
16 Unless and until written notice of change of addressee and/or address is delivered in the manner
17 provided in this Paragraph, the addressee and address set forth in this Agreement shall continue in effect
18 for all purposes hereunder.

19 **16. WAIVER.**

20 No waiver of any default by any Party to this Agreement shall be deemed to be a waiver of any
21 subsequent default. Failure on the part of County to require exact, full, and complete compliance with
22 any term of this Agreement shall not be construed in any manner as changing the terms hereof, or
23 estopping County from enforcement hereof.

24 **17. ENTIRE AGREEMENT.**

25 This Agreement contains the entire Agreement between the Parties relating to the transactions
26 contemplated hereby, and supersedes all prior or contemporaneous Agreements, understandings,
27 provisions, negotiations, representations, or statements, either written or oral.

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1 **18. MODIFICATION.**

2 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
3 unless the same is in writing and signed by both Parties.

4 **19. REVIEW OF AGREEMENT TERMS.**

5 **19.1** Each Party has had the opportunity to receive independent legal advice from its
6 attorney(s) with respect to the advisability of making the representations, warranties, covenants and
7 agreements provided for herein, and with respect to the advisability of executing this Agreement.

8 **19.2** No presumption or rule that ambiguities shall be construed against the drafting party
9 shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

10 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
11 above written.

12 **County of Imperial**

City of Imperial

13
14
15 By: _____
16 Ryan E. Kelley, Chairman
Imperial County Board of Supervisors

By: _____
Stefan Chatwin, City Manager
City of Imperial, State of California

17 **ATTEST:**

ATTEST:

18
19 By: _____
20 Blanca Acosta, Clerk of the Board,
County of Imperial, State of California

By: _____
Debra Jackson, City Clerk
City of Imperial, State of California

21 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

22 Katherine Turner,
23 County Counsel

City of Imperial,
Office of the City Attorney

24
25 By: _____
26 Lisa Sanchez,
Deputy County Counsel

By: _____
Dennis H. Morita,
City Attorney