



County of Solano Memorandum of Agreement

MOA NUMBER:

1. This MOA is entered into between the local governments, departments and/or agencies named below:

COUNTY OF SOLANO

LOCAL GOVERNMENT/DEPARTMENT/AGENCY 1

SUISUN FIRE PROTECTION DISTRICT

LOCAL GOVERNMENT/DEPARTMENT/AGENCY 2

2. The Term of this MOA shall:

Take effect **July 1, 2021**

And remain in effect until **June 30, 2022**

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this MOA:

Exhibit A – Scope

Exhibit B – General Terms and Conditions

The parties have executed this MOA as of the first day of July 2021.



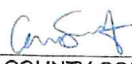
Local Govt/Department/Agency 1	Local Govt/Department/Agency 2
County of Solano	Suisun Fire Protection District
 AUTHORIZED SIGNATURE	 AUTHORIZED SIGNATURE
Birgitta E. Corsello PRINTED NAME	Alfred L. Abruzzini PRINTED NAME
County Administrator TITLE	Fire Chief TITLE
APPROVED AS TO FORM:  COUNTY COUNSEL OR DESIGNEE	

EXHIBIT A
SCOPE**1. INTENT**

This Memorandum of Agreement ("MOA") is a plan of cooperation by and between the County of Solano ("County"), a political subdivision of the State of California, on behalf of the Solano County Sheriff's Office ("Sheriff's Office"), and the Suisun Fire Protection District ("Customer"). Furthermore, this MOA is intended to be a contract for services whereby the Customer will reimburse the Sheriff's Office for dispatch services provided under this MOA. County, Sheriff's Office and the Customer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this MOA.

2. PURPOSE

The purpose of this MOA is to establish or ratify relationships, responsibilities and procedures related to dispatch and communications services. The Customer and the Sheriff's Office agree that:

- A. The Solano CAD system and 911 emergency system are hosted in the Solano County Law & Justice Data Center located in the Sheriff's Office administration area in downtown Fairfield and managed by County information technology staff under the oversight of the Sheriff's Office and applicable third parties, Sunridge Systems and Motorola respectively.
- B. The Solano County Motorola Core ("CORE") is a software-defined platform for mission critical communications, owned by County, and used by the Customer and other agencies to transmit wireless voice and data on an integrated, interoperable network to support mutual aid response and dispatch services.
- C. Solano Dispatch Center staffs two to three main dispatch channels based on need and uses other tactical channels as needed for information and/or special events. Solano Dispatch authorizes, at its sole discretion, agency use of tactical radio channels.
- D. The Solano Dispatch Center will provide sufficient staffing to ensure proper supervision and oversight. All Solano Dispatch Center staff are properly trained, prior to operating solo, and are provided continuing professional education opportunities to meet mandated Peace Officer's Standards and Training requirements.
- E. The Sheriff's Office staffs, equips, operates, and maintains the Solano Dispatch Center to provide dispatch and communications services to the Sheriff's Office and other local law enforcement agencies, fire departments, fire districts, and public safety agencies.

3. RESPONSIBILITIES OF THE SHERIFF'S OFFICE

- A. Maintain a 24-hour communications center (Solano Dispatch) and adequate staffing for all shifts to include an appropriate number of Dispatchers and supervision provided by the Dispatch Manager, or designee to provide emergency and non-emergency dispatch services.
- B. Provide fire dispatch services 24 hours per day / 7 days per week (24/7) during the term of this MOA. Solano Dispatch will receive and process all emergency and non-emergency telephone calls, including those received on 9-1-1 telephone lines, Text to 911, or on published seven-digit emergency telephone lines intended for

Customer. Solano Dispatch shall:

- (1) Send and receive radio transmissions to and from Customer on established radio channels, including radio receiver testing.
- (2) Emergency and non-emergency call taking.
- (3) Coordinate response of Customer resources for in-county and out-of-county incidents.
- (4) Log all calls for service and Customer activity in Solano's CAD system.
- (5) Track and log Customer resources including personnel and equipment in Solano's CAD system.
- (6) Notify appropriate Emergency Medical Service provider for response, as requested by Customer.
- (7) Make necessary notifications to support an incident, as requested by Customer.
- (8) Perform pager tests as requested by Customer.
- (9) Log control burn information in Solano's CAD system and monitor activity.

C. The Dispatch Technician or designee shall:

- (1) Create CAD user accounts for Customer users and remove or inactivate user accounts as Customer employees separate from service.
- (2) Update CAD with personnel and equipment information, call signs as appropriate, beat maps, geography.
- (3) Act as Customer 911 coordinator.
- (4) Coordinate with Customer vendors to provide export of CAD data, including incident logs, as requested by the Customer Dispatch Liaison.
- (5) Maintain current matrices as provided by Customer.
- (6) Provide statistical reports annually, and as requested by Customer.

D. The Dispatch Manager or designee shall:

- (1) Process requests for Customer incident CAD reports and audio including Customer public records act requests, discovery requests from the District Attorney's office, court subpoena, and internal review requests related to dispatch incidents.
- (2) Review complaints made by Customer against Solano Dispatch Center personnel.

E. Maintain audio recordings of all telephone and radio calls for a period of nine-hundred twelve (912) days.

F. If subpoenaed, provide requested documentation and attend court proceedings to give witness testimony related to the applicable incident.

G. Notify the Customer of:

- (1) Scheduled non-emergency upgrades to CAD hardware or software within reasonable time, but no later than forty-eight (48) hours of the scheduled upgrades.
 - (2) Changes to the license and maintenance agreement.
- H. Provide Customer with Solano Dispatch procedures, practices, radio use protocols, and radio frequency assignments.
- I. When mutually agreed upon, provide additional dispatch services or extra support for a special event held within Customer's jurisdiction, such as a fair or other community activity.

4. RESPONSIBILITIES OF THE CUSTOMER

A. Designate a Dispatch Liaison to:

- (1) Provide Solano Dispatch with a current roster of employees, call signs, and equipment, maintain the roster, and provide updates to the Sheriff's Office within seventy-two (72) hours as changes occur.
- (2) Provide fire response zone updates to Solano Dispatch, preferably in electronic format at least 30 days in advance of the effective date.
- (3) Regularly perform radio and receiver testing.
- (4) Forward agency-specific public records act requests, subpoena, and discovery requests for CAD records or audio to Solano Dispatch.
- (5) Communicate all dispatch procedures and practices, radio use protocols and radio frequency assignments to Customer staff.
- (6) Request additional dispatch services or extra support for special events such as a fair or other community activity. Requests should be made at least two weeks in advance to allow the Sheriff's Office to evaluate staffing needs. Requests made without proper advance notice will be considered on a case-by-case basis. All additional dispatch services are at the Sheriff's Office discretion. Customer agrees to assume all additional costs associated with assigning additional Solano Dispatch personnel to the event.

B. Purchase and maintain all equipment necessary to receive services under this MOA including, but not limited to, computers, mobile computers, printers, and radio equipment. Customer shall ensure equipment under their control is compatible with the Sheriff's Office CAD system and shall be responsible for all associated costs of maintenance and/or replacement.

C. Adhere to all procedures and practices as determined by Solano Dispatch.

D. Adhere to all radio use protocols as determined by the Sheriff's Office.

E. Adhere to all radio frequency/resource assignments as determined by the Sheriff's Office.

F. Notify Solano Dispatch of any CAD system and/or 911 emergency system functionality issues as they occur.

- G. Abide by all terms and provisions in the County's agreements with Motorola and Sun Ridge Systems, including any current or future amendments which, by this reference, is made a part of this MOA.

5. MUTUAL RESPONSIBILITIES

- A. Abide by all applicable requirements as set forth in federal and state laws and regulations including those involving the confidentiality of criminal justice information data.
- B. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each Party may perform its duties and functions under this MOA.
- C. Customer and Solano Dispatch shall collaborate in establishing dispatch practices and procedures for dispatch services. Solano Dispatch and Customer will follow said practices and procedures in the performance of dispatch service pursuant to this MOA. Customer will align its dispatch practices and procedures with the other agencies dispatched by Solano Dispatch, with limited mutually agreed upon exceptions. In all cases, the practices and procedures will not conflict with those published by the Solano County Fire Chiefs' Association, and the Solano County Sheriff's Office.
- D. Establish appropriate procedures to ensure that all information is safeguarded from improper disclosure in accordance with applicable state and federal laws and regulations.
- E. Appoint MOA administrators to communicate and address areas of concern and monitor performance of responsibilities under this MOA.

EXHIBIT B
TERMS AND CONDITIONS**1. SIGNATURE AUTHORITY**

The Parties executing this MOA certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this MOA.

2. COST TO THE CUSTOMER

- A. Cost for dispatch services shall be determined using a CAD printout of incidents with the Customer responsible for its proportionate share of the Dispatch Center's net total cost. Charges will be calculated by multiplying the Dispatch Center's net total cost (includes costs for the Sheriff and all agencies served) by the percentage resulting from dividing total Calls for Service generated by the Customer by total Calls for Service generated by all agencies receiving Solano Dispatch Center services. The term "Calls for Service" means an incident created in the Solano CAD system, excluding certain incident types including, but not limited to, mutual aid calls and general information provided to Customer. See formula below.

$$\frac{\text{Customer Calls for Service}}{\text{Total Calls for Service (All Agencies)}} \times (\text{Total Actual Cost} - \text{Other Revenues})$$

"Total Actual Cost" means the total actual cost to operate the Dispatch Center (including costs for the Sheriff and all agencies served). Total Actual Cost includes, but is not limited to, Dispatch Center staff salaries and benefits, training, communications lines and support, infrastructure and equipment, subscription license, hardware and software system maintenance, information technology support, and operating expenses, as determined by the Sheriff. "Other Revenues" means any appropriate offsetting revenues from operating the Dispatch Center. Other Revenues include, but are not limited to, state reimbursements and charges for dispatch services from agencies supported by dedicated staff such as County Probation Department.

- B. Customer shall pay for special events dispatch services requested by Customer on a time and materials basis pursuant to mutually agreed upon staffing levels and hourly overtime rates then in effect.

3. BILLING

- A. County will invoice Customer for:

- (1) Dispatch services provided July 1, 2021 through December 31, 2021 by January 15, 2022 for the Customer's percentage of total Calls for Service for the service period against 50% of the Dispatch Center budget.
- (2) Dispatch services provided January 1, 2022 through June 30, 2022 by July 15, 2022 for the difference between the Customer's annual cost as calculated in section 2 above, less the mid-year payment received.
- (3) Special events dispatch services shall occur immediately after event has concluded.

B. Upon submission of an invoice by the Sheriff's Office, Customer shall pay County in arrears within thirty (30) days of invoice date for dispatch services rendered.

C. If the billed amount is disputed, the Customer shall notify the Sheriff's Office in writing. Notwithstanding a dispute, the Customer shall submit payment to the Sheriff's Office and submit the dispute to the dispute resolution process pursuant to this MOA.

4. CONTRACT MONITORING

The MOA administrators shall meet semi-annually to review services provided in relation to the scope of the MOA including review of deliverables and resolve any operational issues.

5. GOVERNING LAW

This MOA shall be governed according with the laws of the State of California. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this MOA.

6. MUTUAL INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify, defend, protect, hold harmless, and release the other Party (the "Indemnified Party"), their elected bodies, officers, agents, and employees (the "Indemnified Party's Agents"), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such Indemnifying Party ("Liabilities"). Such Indemnifying Party's obligation to defend, protect, hold harmless and release the Indemnified Party shall not apply to the extent that such Liabilities are caused in whole by the negligence active negligence, or willful misconduct of the Indemnified Party or the Indemnified Party's Agents, but shall extend to all other Liabilities. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7. INDEPENDENT CONTRACTOR

The Parties mutually understand that this MOA is by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association.

8. NONDISCRIMINATION

Both Parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

9. NONRENEWAL

Parties acknowledge that there is no guarantee that the either Party will renew services under a new agreement following expiration or termination of this MOA.

10. OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

The Parties' obligation under this MOA is subject to the availability of authorized funds. The Parties may terminate the MOA, or any part thereof, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration

date set forth in this MOA, or any subsequent amendment, the Parties may, upon written notice, terminate this MOA in whole or in part.

11. NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this MOA.

12. SEVERABILITY

If any term of this MOA is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms in this MOA shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

13. SURVIVAL

All provisions of this MOA relating to confidentiality, indemnification obligations, and payment obligations survive the termination or expiration of this MOA.

14. CHANGES AND AMENDMENTS

This MOA may be modified or amended upon the written mutual consent of the Parties and shall be effective only when incorporated into a written amendment.

15. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this MOA or the breach thereof, including any conflict in the MOA documents, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties fail to resolve this matter, this MOA shall terminate as outlined in section 16.

16. TERMINATION

- A. This MOA may be terminated by either Party, at any time with good cause or no cause, upon thirty (30) days written notice to the other Party.
- B. If either Party defaults in the performance of any of the responsibilities or obligations set forth in this MOA, the nondefaulting Party shall promptly notify the other in writing. If the defaulting Party fails to cure a default within thirty (30) calendar days after notification, or if the default requires more than thirty (30) days to cure and the defaulting Party fails to commence to cure the default within thirty (30) days after notification, then the nondefaulting Party may immediately terminate this MOA.
- C. At termination, whether mutually agreed to or as a result of the default of either Party, the following shall occur.

- (1) The Sheriff's Office shall immediately cease rendering services to Customer under this MOA.
- (2) The Customer shall pay all outstanding costs incurred by the Sheriff's Office under this MOA including a prorated amount for the month services were terminated.

17. WAIVER

Any failure of a Party to assert any right under this MOA shall not constitute a waiver or a termination of that right under this MOA or any provision of this MOA.

18. NOTICE

Any notice of communication required by this MOA between the Parties must be in writing, and may be given either personally, by facsimile, by registered or certified mail, or by a courier service providing overnight delivery. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by email, notice is effective as of the first business day following the date of email or the date of delivery reflected upon a return read receipt, whichever occurs first. If notice is given by facsimile, notice is effective as of the first business day following the date of successful facsimile transmission or the date of delivery reflected upon a successful transmission printout provided the delivery time reflected is before 5:00 p.m. PST, whichever occurs first. If notice is given by mail or courier service, notice is effective as of the first business day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

Customer:	Sheriff's Office:
Suisun Fire Protection District Attn: Alfred L. Abruzzini 445 Jackson St. Fairfield, CA 94533 sfpd33@sbcglobal.net Fax #: (707) 425-3615	Solano County Sheriff's Office Attn: Jennifer Kittyle 530 Union Ave., Suite 100 Fairfield, CA 94533 jnkittyle@solanocounty.com Fax #: (707) 421-7952

19. EXECUTION IN COUNTERPARTS

This MOA may be executed by the Parties in one or more counterparts, all of which collectively shall constitute one document and agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

20. ENTIRE AGREEMENT

This MOA, including any exhibits referenced, constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the Parties other than those contained in it.



First Amendment to the Memorandum of Agreement
between
County of Solano and Suisun Fire Protection District

MOA Number

This First Amendment is made on June 30, 2022 between the County of Solano ("County"), a political subdivision of the State of California, on behalf of the Solano County Sheriff's Office ("Sheriff's Office"), and the Suisun Fire Protection District, ("Customer"), collectively Parties ("Parties").

1. RECITALS

- A. The Parties entered into a Memorandum of Agreement (Original MOA) on July 1, 2021 to provide dispatch services to the Customer.
- B. The County now needs to extend the term of this MOA by one year and modify the Terms and Conditions.
- C. The Parties agree to amend the MOA as set forth below:

2. MOA

- A. Term of the Original MOA
Section 2. is deleted in its entirety and replaced with:

The Term of this MOA is: July 1, 2021 through June 30, 2023.

- B. Terms and Conditions
Section 3, Paragraphs A.(1) and A.(2) of Exhibit B are deleted in their entirety and replaced with the following:

- A.(1) Dispatch services provided from July 1 through December 31 by January 15 of the subsequent calendar year for the Customer's percentage of total Calls for Service for the service period against 50% of the Dispatch Center budget.
- A.(2) Dispatch services provided from January 1 through June 30 by July 15 of the same calendar year for the difference between the Customer's annual cost as calculated in Section 2. above, less the mid-year payment received.

3. EFFECTIVENESS OF MOA

Except as set forth in this First Amendment, all other terms and conditions specified in the Original MOA remain in full force and effect.

COUNTY OF SOLANO	SUISUN FIRE PROTECTION DISTRICT
By: <u>Bill E</u> BILL EMLÉN, COUNTY ADMINISTRATOR	By: <u>Alfred L. Abruzzini</u> ALFRED L. ABRUZZINI, FIRE CHIEF
APPROVED AS TO FORM: <u>[Signature]</u> COUNTY COUNSEL	 CITY ATTORNEY OR DESIGNEE