

**AGENDA FOR A  
SPECIAL MEETING OF THE CITY COUNCIL  
CITY OF IMPERIAL  
200 WEST 9<sup>TH</sup> STREET  
IMPERIAL, CA 92251-1637  
JUNE 19, 2019  
7:00 P.M.**

**\*THIS SPECIAL MEETING TO RUN CONCURRENT WITH PREVIOUSLY POSTED  
MEETING FOR JUNE 19, 2019\***

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BUILDING & SAFETY DIRECTOR, (760) 355-1152. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING [28CFR 35.102-35.104 ADA TITLE II]

**E. ACTION ITEM: DISCUSSION/ACTION – APPROVE-DISAPPROVE).**

**E-12. SUBJECT: DISCUSSION/ACTION: PUBLIC SAFETY DISPATCH CONTRACT**

1. APPROVAL OF AGREEMENT BETWEEN COUNTY OF IMPERIAL AND CITY OF IMPERIAL FOR IMPERIAL COUNTY SHERIFF'S OFFICE TO PROVIDE EMERGENCY DISPATCH SERVICES FOR A THREE YEAR TERM.

**ADJOURN SPECIAL CITY COUNCIL MEETING**

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 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS 

## 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  \_\_\_\_\_

MANAGER'S RECOMMENDATION:

CITY  
MANAGER'S  
INITIALS \_\_\_\_\_

**MOTION:**

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ( )  
DISAPPROVED ( )

REJECTED ( )  
DEFERRED ( )

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

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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  
328 Applestill Road  
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  
940 West Main Street, Suite 208  
11 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