MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SACRAMENTO AND THE CITY OF DAVIS REGARDING REVERSE 911 SYSTEM EMERGENCY TELEPHONE NOTIFICATION SYSTEM

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ___ day of _____, 2008, by and between the City of Sacramento ("COS"), acting by and through its Police Department ("SPD"), and City of Davis ("COD), acting by and through its Fire Department ("DFD"). The SPD and the DFD may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

RECITALS

The SPD and the DFD have entered into this MOU with reference to the following facts and circumstances:

WHEREAS, the Sacramento Police Department, Office of Homeland Security purchased the Reverse 911 Emergency Telephone Notification System ("Reverse 911") through state and federal homeland security grant funding. The Reverse 911 system is offered to the listed participating agencies at no cost and includes three years of support and mass calling capabilities. Reverse 911 is an information delivery system intended to provide sufficient early warning in the event of an emergency and for the delivery of actionable information intended to enhance public safety. Reverse 911 is intended to augment existing notification systems; and

WHEREAS, the system operates on a 48-port, dual server. Redundant servers will be housed at the Sacramento City Police 911 Center and the Sacramento County Sheriff's Department 911 Center. The required T-1 lines and monthly costs will be paid for from the grant. Additionally, the purchase of the 911 database and associated monthly fees will also be paid for from the grant. System users may access the network by means of a VPN (Virtual Private Network); and

WHEREAS, system capabilities depend upon the length of a call. A 20 second message utilizing 48 lines allows 5000 calls to be made in 56 minutes. Should greater calling capacity be required in the event of a major disaster involving mass notification, the mass call feature may be utilized. Mass call based upon a 13 second message can make approximately 4800 calls per minute or 288,000 calls per hour; and

WHEREAS, it is intended that the Reverse 911 system be shared regionally by the City of Sacramento, Sacramento Regional Fire/EMS Communications Center, County of Sacramento, City of Roseville, City of Rocklin, City of West Sacramento, City of Folsom, City of Galt, City of Elk Grove, City of Elk Grove Fire District, City of Citrus Heights, City of Rancho Cordova, City of Woodland, City of Davis, Yolo County, and California Highway Patrol. It is anticipated that each of

the foregoing entities will enter into an MOU similar to this MOU. An entity who enters into such an agreement is an "agency" or "participating agency" as those terms are used in this MOU.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. PURPOSE

The purpose of this MOU is to establish mutually agreeable guidelines for the use of the Reverse 911 system.

2. TERM OF MOU; TERMINATION; OTHER MOU's

This MOU shall be effective when it is signed by both Parties. This MOU will remain in force and effect until such time as a Party withdraws from participation in Reverse 911, violates the terms of the MOU, Reverse 911 is no longer used as the emergency notification system for this region, or as provided in the paragraph below.

The subject Reverse 911 system project is funded for three years, after which time it is anticipated the future funding may be awarded under the same program. The term of this MOU runs concurrently with the duration of the funding for the system. The Parties may extend the term of this MOU or enter into another MOU, as the Parties may agree.

The term and scope of this MOU is not dependent upon the execution or existence of any other MOU between SPD and any other agency, nor the terms of any such MOU, nor the termination of any such MOU.

3. NOTICE

Any communication required during the term of this MOU, including, without limitation, notice of termination, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to the SPD:	Chief Rick Braziel Sacramento Police Department Communications Division 5770 Freeport Blvd., Suite 100 Sacramento, CA 95822 (916) 808-0800
Notice to the DFD:	Chief Rose Conroy Davis Fire Department 23 Russell Blvd Davis, CA 95616

Any Party who desires to change its address for notice may do so by giving notice as described above.

4. PARTICIPANT RESPONSIBILITIES

A. Identified System Administrators will be designated by each participating agency. The System Administrator shall designate in writing personnel authorized to activate the Reverse 911 system.

B. Personnel authorized to activate the Reverse 911 system will take appropriate safeguards to protect system and user passwords, security systems and prevent any unauthorized use of the system.

C. The Reverse 911 system will not be used for any purposes that could be considered "telemarketing" or "political announcements". The Reverse 911 system shall be used for events or information directly related to public safety, and in compliance with SBC California's Tariff CAL. P.U.C. No. A.2.6 and Public Utilities Code sections 2872 and 2891.1.

D. The telephone number database will be obtained from Pacific Bell Telephone Company dba SBC California, as it is comprised of the most accurate and complete telephone number source available. The database will be updated on a monthly basis. Each agency will be held by the entire contents of the nondisclosure agreement set forth by Pacific Bell Telephone Company dba SBC California, with specific adherence to the following:

a. Written notice shall be provided to SBC California 30 days in advance of termination of this MOU.

b. Contents of the 911 database is confidential and proprietary, to be used and disclosed with a need to know purpose of providing a community alert and notifications to citizens as defined in California Public Utilities Code Sections 2872 and 2891.1.

c. Database contents and information will be treated with the same degree of care as each agency affords to its own highly confidential and proprietary information.

d. The 911-database information will not be reproduced or distributed in any manner. It will not be accessed for use outside of its primary intended function.

e. Database information will not be shared with any non- employee or subcontractor of each respective participating agency.

A copy of the SBC nondisclosure agreement is attached hereto and incorporated by this reference.

E. A Reverse 911 User Group Committee will be established and comprised of members of each participating agency. The committee will meet quarterly to address any issues or concerns related to the use of the Reverse 911 system.

F. Any agency that utilizes the "mass calling" feature will be responsible for any fees incurred during the use of that service.

G. Any long distance calling costs that result from the use of Reverse 911 will be the responsibility of the incurring agency.

H. The Reverse 911 system will be capable of linking a telephone number to a specific physical location on a geo-coded map database. System users will use the cooperative GIS mapping made available and updated by SACOG.

I. Each agency will identify authorized users as follows:

   a. System User: The system user's access level shall be such that his/her privileges allow baseline operational activation and control of an event.

   b. System Supervisor: The system supervisor's access level shall include all functions allowed to the system user, with additional capabilities to add and/or modify user access levels, perform minor updates to system databases, and run statistical reports as required.

   c. System Administrator: The system administrator's access level shall include all functions allowed to the system supervisor, with the added abilities to add, modify and delete user access levels, perform system database updates, perform compliance audits and other event statistical reports, back-up system operations, and higher level functions common to system administrators.

   d. In the event of a participating agency's inability to launch a Reverse 911 session, the City of Sacramento or the County of Sacramento shall be contacted for assistance. The City of Sacramento and the County of Sacramento will be the agencies authorized to launch emergency sessions for any participating members.

J. System testing will be conducted by each participating agency on a quarterly basis.

5. TRAINING

All system users shall be supplied system-training manuals. Training will be conducted using the "train the trainer" format. All system users shall be trained and tested to demonstrate proficiency in key performance areas.

Minimal training shall include:

a. Operation of all workstation equipment, including computer systems and telephone equipment.
b. Proper use of all mission-critical support applications, including mapping programs, databases and dispatching programs.
c. Disaster recovery/activation plans.
d. Appropriate situations for use of the Reverse 911 system.
e. Inappropriate use of Reverse 911 data and 911 databases.

Skills enhancement training shall be conducted in a timely manner as changes are made to system operations. Regardless of frequency and/or type of training provided, system administrators shall ensure that any training provided and system requirements set forth are appropriately documented in the individual agent's personnel or training file.

6. ACCESSIBILITY TO DEAF/HEARING IMPAIRED INDIVIDUALS

The SPD will compile the initial database of TDD users. Ongoing update information will be the responsibility of each individual jurisdiction.

7. PERSONNEL MATTERS

In the performance of any of the services under this MOU, each of the Parties' employees shall act as independent contractors in relation to the other Party and its employees. Each Party shall assume responsibility for all personnel costs for its respective employees, including salaries, fringe benefits, overtime, workers' compensation insurance coverage, and federal and state income tax withholding, including, but not limited to, the Federal Income Tax (FIT), State Income Tax (SIT), Federal Insurance Contributions Act (FICA), State Unemployment Insurance (SUI), and State Disability Insurance (SDI), and any other deductions from income that such agency is required to make.

8. NO JOINT VENTURE

This MOU shall not create between the Parties a joint venture, partnership, or any other relationship of association.

9. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

10. MEDIA RELATIONS

In cases of significant public interest, joint press releases may be issued. Information regarding routine events involving a Party's personnel may be furnished to the press by that Party's designee.

11. INDEMNITY

The COS shall assume the responsibility and liability for, and the COS shall indemnify, defend, and hold harmless, COD, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the COD or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the COS or any of its agents, officers or employees in its or their performance of services hereunder.

The COD shall assume the responsibility and liability for and the COD shall indemnify, defend, and hold harmless the COS, its agents, officers and employees from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the COS or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the COD or any of its agents, officers or employees in its or their performance of services hereunder.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of the COS or the COD, or any of their agents, officers, or employees in its or their performance hereunder.

It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to the Party's negligence.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters

described in this indemnity provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity provision. Nothing set forth in this MOU shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

The indemnity provisions of this MOU shall survive the termination of this MOU.

12. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

13. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and supercedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

14. ASSIGNMENT PROHIBITED

No Party may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

15. SEVERABILITY

If any term, covenant, or condition of this MOU is held to by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

16. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which the MOU is signed.

17. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

19. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

20. INTERPRETATION OF MOU

By entering into this MOU, the Parties do not intend to violate or cause a violation of the terms of collective bargaining or other labor MOUs to which either may be a party, nor the policies, rules or regulations governing the employees of either Party. If any provision of this MOU is inconsistent with such collective bargaining or other labor MOUs, or with such policies, rules, or regulations, then the applicable provisions of such collective bargaining or other labor MOUs, and such policies, rules, or regulations shall take precedence for purposes of the construction and interpretation of this MOU.

21. PERSONNEL MATTERS

Each Party acknowledges that its sworn law enforcement personnel are subject to the California Public Safety Officers Procedural Bill of Rights ("POBR") (Government Code § 3300 et seq.) Neither Party shall take any action which may lead to punitive action against the other Party's personnel, but shall address its concerns to the other Party for handling consistent with POBR.

22. INTEGRATION

This MOU embodies the entire agreement of the Parties in relation to the scope of matters covered by this MOU, and no other agreement or understanding verbal or otherwise, exists between the Parties.

23. AUTHORITY

The persons executing this MOU have the capacity and are authorized to execute this MOU as the representatives of their respective Party, and to bind their respective Party to the terms of this MOU.

CITY OF SACRAMENTO,
a Municipal Corporation

By: _____
Rick Braziel, Chief of Police

CITY OF DAVIS

By: _____
Rose Conroy, Fire Chief

Attest:

_____
City Clerk

Approved As To Form:

_____
Deputy City Attorney