

ATTACHMENT 2: DATA SHARING AGREEMENT

THIS AGREEMENT is made by and between the City of San Diego, ("San Diego"), a municipal corporation; and City of Chula Vista, City of Coronado, City of Imperial Beach, National City, and City of Poway (individually known as "Agency") that contracts for 911/Emergency Dispatching Services from San Diego Fire-Rescue Department, (herein collectively known as "Parties" or individually as "Party"). The purpose of this Agreement is to define the conditions for sharing of dispatch information among the Parties, other public safety entities, and third-party vendors.

RECITALS

WHEREAS, San Diego provides Agency with fire and emergency medical dispatch services under the terms described in the Dispatching Services Agreement, and

WHEREAS, San Diego will perform these services from the Metro Zone Emergency Command and Data Center ("ECDC") and will become a custodian of dispatch data on behalf of Agency, and

WHEREAS, emergency dispatch information is routinely shared across public safety agencies to more effectively and efficiently dispatch emergency resources within the region.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. TERM.

This Agreement shall become effective upon execution by the Parties and shall be binding upon all Parties hereto, until such time as the Parties agree to amend or terminate the Agreement. Any modification shall be set forth in writing and be signed by the Parties. If any Agency is no longer contracting for San Diego Dispatching Services, this Agreement will continue to apply to historical data collected while services were rendered.

B. OBLIGATIONS OF THE PARTIES.

1. San Diego will maintain dispatch records and data in accordance with State and Federal regulations.
2. The Parties understand and agree that their data will be collectively pooled in San Diego's CAD database, and will be visible to other public safety entities that access San Diego CAD data in the course of providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support (currently CAD from CentralSquare, Vesta from AT&T, network support from San Diego's vendor, Zensar). Vendors may be subject to change.
3. The Parties understand and agree that their data may be collectively pooled in a joint RMS (Records Management System) database (currently WATER Street Fire RMS), and may be visible to other public safety entities that access the database in the course of providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support (currently FireView from CentralSquare, network support from San Diego's vendor, Zensar). Vendors may be subject to change.

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4. RCIP CAD Data Sharing.

- a) San Diego is a member of the Regional CAD Interoperability Program ("RCIP"), a CAD-to-CAD solution that connects participating San Diego regional emergency communication systems through a third-party vendor, and
- b) San Diego's membership in RCIP means that Agency's data contained in San Diego's CAD (e.g., unit location, unit status, active calls, call comments, response address, response type, problem nature, etc.) will be shared in real time with all current or future RCIP members, partners and vendors. Current RCIP members include: Heartland Communications Facility Authority ("HCFA"), San Diego Fire-Rescue Department ("SDFD"), North County Dispatch Joint Powers Authority ("NCDJPA"), San Diego County Fire ("SDCF"), and Escondido Fire Department. Current RCIP partners include American Medical Response ("AMR") and San Diego Gas & Electric ("SDG&E"). The current RCIP vendor for technical support and maintenance of the RCIP network is Kologik (a private corporation). RCIP members, partners, and vendors in turn may have their own members, partners, and vendors.

5. Internet Applications.

San Diego may extend the use of secured Internet applications for viewing and analyzing CAD data for all its contracted agencies ("web services"). Examples of web services include **VisiNet Browser** (a real time and historical CAD view), **FireView** (data dashboards and reporting tools that include real-time and historical data), **TabletCommand** (incident command and resource management tool), **INTTERRA**, **FirstWatch**, as well as other applications that might be procured or developed. The specific applications, their nature, and availability are subject to change. Agency understands and agrees that it may choose not to utilize these services, however, in certain cases, Agency's data may still be visible to other contracted agencies who do use these services.

6. Data Use and Disclosure.

- a) Any CAD data from other public safety agencies or private companies that may be obtained from CAD views or data sharing applications shall only be used in the performance of each Agency's ascribed duties for the safety of the public, and the Parties will not utilize said data for gain, either personal or corporate, other than that gain which is considered to be allowed to be made on behalf of public agencies. The Parties shall not use said data to obtain any perceived advantage or be used against any other Agency, public or private.
- b) Any individual Agency's data will not be otherwise used, shared, published or released without that individual Agency's written consent.
- c) Public Records Acts requests will be referred to the respective Agency whose data is being requested for handling and response.
- d) Legal Obligations to Release. In the case where data release is required by law (e.g., search warrant or court subpoena), the Party being required to turn over data will notify any other respective Agency whose data is included in the mandated release and provide a courtesy copy of data prior to release.

C. INDEMNIFICATION

In the course of data sharing, the Parties agree to defend, indemnify, protect, and hold all other Parties and their agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to

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any Party's employees, volunteers, agents, or officers which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of any other Party, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided however, that each Party's duty to indemnify and hold harmless shall not include any claims or liability alleged to be arising from the negligence or willful misconduct of any Party, its agents, officers, or employees.

D. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by electronic mail, upon acknowledgment of receipt of electronic transmission or a reply e-mail; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

To San Diego at:

San Diego Fire-Rescue Department / ECDC
Attn: ECDC Deputy Chief
3750 Kearny Villa Road
San Diego, CA 92123

To Chula Vista at:

Chula Vista Fire Department
Attn: Deputy Chief, Director of Administration
276 Fourth Ave., Building C
Chula Vista, CA 91910

To Coronado at:

Coronado Fire Department
Attn: Fire Chief
1001 6th Street
Coronado, CA 92118

To Imperial Beach at:

City of Imperial Beach
Attn: Chief John French
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

To National City at:

City of National City
Attn: Frank Parra, Director of Emergency Services
1243 National City Blvd.
National City, CA 91950

To Poway at:

City of Poway
Attn: Director of Safety Services
PO Box 789
Poway, CA 92074-0789

With a copy to:

San Diego Fire-Rescue Department
Attn: Fire Chief
600 B Street, 13th Floor
San Diego, CA 92101

With a copy to:

Chula Vista Fire Department
Attn: Fire Chief
276 Fourth Ave., Building C
Chula Vista, CA 91910

With a copy to:

City of Coronado
Attn: City Manager
1825 Strand Way
Coronado, CA 92118

With a copy to:

City of Imperial Beach
Attn: City Attorney
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

With a copy to:

City of National City
Attn: City Attorney
1243 National City Blvd.
National City, CA 91950

With a copy to:

City of Poway
Attn: City Attorney
13325 Civic Center Drive
Poway, CA 92064

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or his designee, pursuant to San Diego City Charter section 265 and San Diego Municipal Code section 22.3222, and by the following cities:

CITY OF SAN DIEGO, A Municipal Corporation

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By: _____ Date signed: _____
Colin Stowell, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this ____ day of _____, 2019.

MARA W. ELIOTT, San Diego City Attorney

By: _____
Noah J. Brazier, Deputy City Attorney

CITY OF CHULA VISTA, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Chula Vista, and that I have read all of this Agreement and have executed it on behalf of the City of Chula Vista.

By: _____ Date signed: _____
Jim Geering, Fire Chief

I HEREBY APPROVE the form of the foregoing Agreement, this ____ day of _____, 2019

By: _____
Name City Attorney

CITY OF CORONADO, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Coronado, and that I have read all of this Agreement and have executed it on behalf of the City of Coronado.

By: _____ Date signed: _____
Blair King, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this ____ day of _____, 2019.

By: _____
JOHANNA N. CANLAS, Coronado City Attorney

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CITY OF IMPERIAL BEACH, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Imperial Beach, and that I have read all of this Agreement and have executed it on behalf of the City of Imperial Beach.

By: _____ Date signed: _____
Andy Hall, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this ____ day of _____, 2019.

By: _____
JENNIFER M. LYON, Imperial Beach City Attorney

CITY OF NATIONAL CITY, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of National City, and that I have read all of this Agreement and have executed it on behalf of the City of National City.

By: _____ Date signed: _____
Name, Title

I HEREBY APPROVE the form of the foregoing Agreement, this ____ day of _____, 2019.

By: _____
Name City Attorney

CITY OF POWAY, A Municipal Corporation

I HEREBY CERTIFY that I can legally bind the City of Poway, and that I have read all of this Agreement and have executed it on behalf of the City of Poway.

By: _____ Date signed: _____
Tina White, City Manager

I HEREBY APPROVE the form of the foregoing Agreement, this ____ day of _____, 2019.

Rutan & Tucker, LLP

By: _____
Alan Fenstermacher, Poway City Attorney