

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF HALF MOON BAY

This Agreement is entered into this 19.00 day of September, 2023.00, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and City of Half Moon Bay, hereinafter called "City."

* * *

Whereas, it is necessary and desirable that County perform work/services for **City of Half Moon Bay** for the purpose of public safety dispatch.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

Services to be performed by County

In consideration of the payments set forth in this Agreement and in Exhibit B, County shall perform services for City in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

City shall make payment to the County for the duration of the term in accordance with the following fee schedule:

	FY 2022-23	FY 2023-24	FY 2024-25	Total for Three-Year Term
Annual Rate	\$267,777 (paid)	\$773,793	\$797,007	\$1,838,571

a. The total due for the three-year term is \$1,838,571 and the City has already paid the fee for Fiscal Year 2022-23.

b. Should City require communications services above and beyond basic staffing for pre-planned special events, County will charge City for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (currently \$111/hr.) for any and all dispatchers assigned to the event.

c. In the event the term of this Agreement continues beyond the term set out in Section 3, the cost of dispatch services shall be established by mutual agreement of the parties. If the parties cannot agree on the cost of dispatch services prior to the expiration of the Term set out in Section 3, the cost of

dispatch services for the next fiscal year shall increase by the then current percentage index established by the Bay Area Consumer Price Index (CPI) for each year until the parties reach agreement or the County ceases to provide dispatch services.

d. The City and County agree to negotiate in good faith to renew this Agreement. The City and County may consider performance measures, CPI increases, and/or cost recovery to determine the rate for dispatch services for the renewal of this Agreement, on condition that the Board of Supervisors approves the Agreement's extension.

3. Term

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, City shall make payment to County based on the rates and in the manner specified in Exhibit B. In no event shall City's total fiscal obligation under this Agreement exceed One Million, Eight-Hundred Thirty-Eight Thousand, Five Hundred and Seventy One Dollars (\$1,838,571) for the designated term.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022 through June 30, 2025.

4. Termination

This Agreement may be terminated by County, by the County's Director of Public Safety Communications or her designee, or by City at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. In the event of termination, County shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

5. Relationship of Parties

It is expressly understood that this is an agreement between two independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and City is to create an independent contractor relationship.

6. Hold Harmless

a. General Hold Harmless

City shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of County under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including City or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from City's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, City's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of City to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Confidentiality:

Computer Aided Dispatch ("CAD") records, in all forms, including but not limited to, electronic and audio, may contain personally identifiable information, sensitive medical information, protected criminal record information, and other types of information protected under the law and/or generally considered private by members of the public. The information contained in these records is provided by callers, as well as safety officers and first responders, for the sole purpose of providing emergency dispatch services. As such, Customer agrees to maintain the confidentiality of these records (except as required by law) and use the information for the sole purpose of providing emergency services to the public. In any instance where Customer contracts with a third party for assistance with its emergency response services and/or for quality assurance or data collection services, Customer will ensure that all of its contractors agree to maintain the confidentiality of the CAD records and not to disclose any personally identifiable information, sensitive medical information, and/or protected criminal record information to anyone other than as needed for the performance of its obligations pursuant to its contract with Customer. Customer will obtain a written acknowledgement of this provisions from all persons not a party to this Agreement that it grants access to CAD records.

8. Assignability and Subcontracting

County shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by County under this Agreement without the prior written consent of City.

9. Insurance

a. General Requirements

City shall advise County of any insurance coverage requirements, and County shall provide evidence of appropriate coverage to City upon request.

b. Workers' Compensation and Employer's Liability Insurance

Each party to this Agreement shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, each party certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

County shall be self-insured during the term of this Agreement under such bodily injury liability and property damage liability insurance as shall reasonably protect County and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement, whether such operations be by County, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

10. Retention of Records; Right to Monitor and Audit

(a) Each party shall maintain all required records relating to services provided under this Agreement for three (3) years after City makes final payment and all other pending matters are closed, and such records shall be subject to the examination and/or audit by the other party, a Federal grantor agency, and the State of California.

(c) Each party agrees upon reasonable notice to provide to the other party, to any Federal or State department having monitoring or review authority, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

11. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

13. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Natasha Claire-Espino, Director
Address: 501 Winslow Street, PSC 100, Redwood City, CA 94063
Telephone: 650-363-4909
Email: nclaire-espino@smcgov.org

In the case of City, to:

Name/Title: Carlo Wei/Management Analyst
Address: 501 Main Street, Half Moon Bay, CA 94019
Telephone: 650-726-8254
Email: cwei@hmbcity.com

14. Electronic Signature

Both County and City wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For City: [CITY OF HALF MOON BAY]



Signature

10/2/2023
Date

Matthew Chidester
Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, County shall provide the following services:

I. Description of Services to be performed by County

- A. County shall provide City with:
1. Telephone answering of 911 and emergency phone lines. County will not be responsible for answering any of the City's police non-emergency, administrative telephone lines.
 2. Notification of personnel, including the City Manager or other staff, necessary during emergency conditions.
 3. Dispatching, including automated status keeping, and associated activity reports and inquiries.
 4. Notification/call alert by activation of pages (through cellphones or paging equipment, as applicable).
 5. Access to Computer Aided Dispatch (CAD) equipment upon receipt of a call for service, whereby the call information will be transmitted via CAD to the paging system and/or Mobile Data Terminal, which is in turn assigned to the appropriate field unit(s).
 6. County will provide certified digital recordings of radio traffic and telephone interactions going through the PSC digital logging system.
- B. City shall have direct access to all relevant computerized law enforcement databases twenty-four (24) hours a day, three hundred sixty-five (365) days per year. Access to these databases via the Message Switch system is billed separately, based on pro-rata use of the system and is not part of this Agreement for billing purposes. County shall be responsible for access as well as updating required data entry and removal including, but not limited to, the following systems:
- NLETS – National Law Enforcement Telecommunications Service
 - CLETS – California Law Enforcement Telecommunications Service
 - CJIS – Criminal Justice Information Services
 - DMV – Department of Motor Vehicles
 - SVS - Stolen Vehicle System - County will make entries and removals of repossessed or impounded vehicles.
 - AFS - Automated Firearms System – Entries and removals will be provided after City's normal business hours when a safety concern is identified or at the request of an on-duty supervisor.
 - APS - Automated Property System- Entries and removals will be provided after City's normal business hours when exigent circumstances exist that require an immediate entry be made or at the request of an on-duty supervisor.
 - MUPS - Missing and Unidentified Persons File

II. Responsibilities of the County

- A. Provide working space at the County facility for the personnel and equipment described in this Agreement.

- B. Provide and maintain telephone equipment to accommodate the City's 9-1-1 and seven (7) digit emergency telephone call volume.
- C. Provide and maintain radio console equipment within the Communications Center to affect radio transmissions from the Communications Center to access the County's trunked radio system on the frequencies designated as agreed upon by the County and Sheriff's Half Moon Bay Bureau.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to radio and telephone incidents. All radio frequencies or telephone lines used for City Law Enforcement business in the Communications Center operation (not Administrative Offices) shall be recorded.
- E. Serve as 9-1-1 Public Safety Answering Point (PSAP) and ensure that an alternative 9-1-1 site is established and lines are maintained in compliance with rules, policies, and regulations of the State of California 9-1-1 Program, should the Center's 9-1-1 system fail.
- F. Maintain the geographic file of City's response areas needed for CAD.
- G. Update CLETS and AWS entries during established business hours via the automated computer system in accordance with state, local, and departmental policy.
- H. Host periodic liaison meetings that include line supervisors and/or management representatives of City and County to decide issues of mutual interest.
- I. Ensure that the existing CAD system accurately reflects the operation of the Sheriff's Half Moon Bay Bureau activities.
- J. Provide a general business telephone number that can be used for official business of Half Moon Bay Law Enforcement personnel to communicate directly with the designated police dispatcher.
- K. Provide Communications Center personnel to represent Public Safety Communications (PSC) at meetings, trainings, etc. at the Half Moon Bay Bureau's request, provided ample notice is given to maintain adequate staffing in the Communications Center.
- L. Ensure law enforcement dispatchers have attended a minimum of twenty-four (24) hours of law enforcement training every two years to remain proficient and capable of providing services that meet or exceed the needs and standards of San Mateo County's Public Safety Communications department.

III. Responsibilities of City

In addition to making payments in accordance with Section 2 of this Agreement, the City will:

- A. Arrange to have incoming business and other non-emergency calls deferred to the Sheriff's Office.
- B. Ensure that its law enforcement contractor learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists or it's an understood practice.

Exhibit B

In consideration of the services provided by County described in Exhibit A and subject to the terms of the Agreement, City shall pay County based on the following fee schedule and terms:

County shall prepare and submit quarterly invoices in accordance with the policies and procedures established by the County Controller's Office and in the amounts listed below.

	Year 1 – FY 2022-23	Year 2 – FY 2023-24	Year 3 – FY 2024-25
Total Annual Fee	\$0	\$773,793	\$797,007
Quarterly Fee		\$193,448.25	\$199,251.75

City shall make payments within 30 days from the date of the applicable invoice to the address below:

Public Safety Communications
Attention Fiscal
501 Winslow Ave, PSC 100
Redwood City, CA 94063

PSC_Fiscal@smcgov.org