

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE BROADMOOR POLICE DISTRICT**

THIS AGREEMENT is entered into this 2ND day of June, 2015, by and between the **COUNTY OF SAN MATEO**, hereafter called "COUNTY," and **BROADMOOR POLICE DISTRICT** hereafter called "DISTRICT";

WITNESSETH:

WHEREAS, pursuant to Government Code §§ 51350 *et seq.*, COUNTY and DISTRICT may contract for the performance of DISTRICT functions by the appropriate officers and employees of COUNTY; and

WHEREAS, DISTRICT desires that COUNTY provide public safety dispatch services as hereafter set forth, for and on behalf of DISTRICT, within the territorial limits of said DISTRICT, and COUNTY, by and through its Office of Public Safety Communications, is able and willing to perform such services,

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

Exhibit A, describing the services that the parties have agreed the COUNTY will provide for the DISTRICT is attached hereto and incorporated by reference herein.

2. Services to be performed by COUNTY.

In consideration of the payments set forth herein, COUNTY shall perform a defined range of Public Safety Communications (PSC) services for DISTRICT as set forth herein and in Exhibit A.

3. Payments.

A. The DISTRICT will pay fees for the duration of the contract term in accordance with the following fee schedule:

	FY2015-16	FY2016-17	FY2017-18
Base Fee	\$72,844	\$78,920	\$82,309
Negotiated Labor Increases	\$4,619	\$1,811	\$1,889
Operating Expenses	\$1,457	\$1,578	\$1,646
Total	\$78,920	\$82,309	\$85,884

B. The Annual Base Fee for Fiscal Year 2015-16, and for each subsequent Fiscal Year

of the Contract Term, shall be determined by taking the amount paid for the prior Fiscal Year and adding negotiated salary increases of 7% FY2015-16, and 3% per year for FY16-17 and FY17-18. In addition, every year starting in FY2015-16, an increase of 2% of the previous year's base cost will be assessed for operating expenses.

The amount payable to the COUNTY may also be changed if there is a change in job responsibilities of the dispatch staff and/or an increase of call volume requiring an increase in the number of staff needed to effectively render service. Any increase will first be negotiated with and approved by the DISTRICT.

- C. Should DISTRICT require communications services for a pre-planned event above and beyond the basic console staffing, COUNTY will charge DISTRICT for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher.
- D. Under this Agreement, there is no direct reimbursement by DISTRICT for COUNTY's purchase of equipment that facilitates dispatch service. However, parties agree to meet and negotiate in good faith their participation in an Equipment Replacement Fund to be developed and established by COUNTY during the Contract Term.

4. Term and Termination.

The term of this Agreement ("Contract Term") shall be from July 1, 2015 through June 30, 2018 (a three (3) year term).

This Agreement may be terminated by DISTRICT or COUNTY without a requirement of good cause, effective on or before December 31st of a given year during the term of the Agreement by providing six (6) months' advance written notice to the other party.

In the event of termination, payment shall be prorated based on the rates set forth in Section 3.

5. Relationship of Parties.

Both parties agree and understand that the work/services performed by COUNTY under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of DISTRICT or COUNTY employees will be affected by this Agreement.

6. Hold Harmless.

- A. DISTRICT shall defend, save harmless and indemnify COUNTY, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of DISTRICT, its officers and/or employees.
- B. COUNTY shall defend, save harmless, and indemnify DISTRICT, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.
- C. In the event of concurrent negligence of COUNTY, its officers and/or employees, and DISTRICT, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions

of this Agreement shall be apportioned according to the California theory of comparative negligence.

- D. This section shall include, without limitation, any actions, claims, suits, demands, and liability of every name, kind, and description brought for, or on account of injuries to or death of any person, including DISTRICT or COUNTY, or damage to property of any kind whatsoever and to whomsoever belonging.
- E. The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

7. **Assignability and Subcontracting.**

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

8. **Insurance.**

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to the County Manager's Office of any pending change in the limits of liability or of any cancellation or modification of the policy.

A. **Worker's Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

B. **Liability Insurance.** DISTRICT shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 DISTRICT's and COUNTY's operations under this Agreement, whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than:

1. Comprehensive General Liability	\$2,000,000
2. Motor Vehicle Liability Insurance	\$2,000,000

COUNTY shall maintain self-insurance for Bodily Injury Liability and Property Damage Liability as shall protect it 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 DISTRICT's and COUNTY's operations under this Agreement, whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall provide coverage in accordance with the limits set forth above.

9. Non-Discrimination.

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

DISTRICT and COUNTY shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement.

DISTRICT's and COUNTY's equal employment policies shall be made available to either party upon request.

10. Retention of Records.

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to COUNTY's or DISTRICT's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

DISTRICT and COUNTY shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. Merger Clause.

This Agreement, including Exhibit A hereto, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

12. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

13. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of COUNTY, to:

County Manager
Hall of Justice and Records
400 County Center
Redwood DISTRICT, CA 94063

In the case of DISTRICT, to:

DISTRICT Chief of Police/District Manager
388 88th Avenue

Broadmoor, CA 94015-1717

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President of the Board of Supervisors

Date: _____

DISTRICT OF BROADMOOR

By: Chief Arthur Steele

Date: 6-2-2015

ATTEST:

Clerk of the Board

EXHIBIT "A"
PUBLIC SAFETY COMMUNICATIONS SERVICES

In consideration of the payments set forth County shall provide the following services:

I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATIONS (PSC) SERVICES

- A. County shall provide DISTRICT with the following services twenty four (24) hours a day, three hundred sixty five (365) days per year:
 - 1. Telephone answering.
However, County will not be responsible for answering DISTRICT's Police non-emergency, administrative telephones.
 - 2. Personnel notification.
 - 3. Dispatching, including automated status keeping, and associated activity reports and inquiries.
 - 4. Notification/call-alert by activating digital pager equipment.
 - 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 Mobile Data Terminal, which is in-turn assigned to the appropriate field unit(s).
- B. DISTRICT shall have direct access to all relevant computerized law enforcement data bases twenty-four (24) hours a day, three hundred sixty-five (365) days a year. This access will provide information from:
 - NLETS (National Law Enforcement Telecommunications Systems)
 - CLETS (California Law Enforcement Telecommunications System)
 - AWS (Automated Warrant System)
 - CJIS (Criminal Justice Information System)
 - Networks associated to DMV (Department of Motor Vehicles).
- C. CHS (Criminal History System) access will not be available to DISTRICT through this Agreement. This access is for the dispatch function only, not for Records and/or administrative purposes.

II. RESPONSIBILITIES OF COUNTY

- A. Provide working space and facilities overhead costs at the County facility for the personnel and equipment described in this Agreement.
- B. Provide and maintain telephone equipment to accommodate the DISTRICT's 9-1-1 and seven (7) digit emergency telephone 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 DISTRICT.

- 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 DISTRICT business in the Communications Center operation (not Administrative Offices) shall be recorded.
- E. Serve as 9-1-1 PSAP (Public Safety Answering Point) and ensure that an alternative 9-1-1 site is established and lines are maintained in compliance with rules, policies, and regulation of the State of California 9-1-1 Program, should the Center's 9-1-1 system fail.
- F. Maintain the geographic file of DISTRICT'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 in order to decide issues of mutual interest.
- I. Ensure that the existing CAD System accurately reflects the operation of the DISTRICT.
- J. Provide a general business telephone number that can be used for official business of the Broadmoor Police District personnel in order to communicate directly with the designated police dispatcher.
- K. Provide Communications Center personnel to represent the PSC Department at meetings/training, etc. at the DISTRICT'S request, provided ample notice is given such that staffing in the Dispatch Center is maintained.
- L. Ensure law enforcement dispatchers have attended a minimum of twenty-four (24) hours of law enforcement training every twenty-four (24) months in order to remain proficient and capable of providing services that meet or exceed the needs and standards of the County Office of Public Safety Communications.
- M. Provide technical systems consultation (PSC Systems Unit personnel) should the DISTRICT desire to implement specific technology into Dispatch Center. If DISTRICT agrees that a mutually agreed upon project plan will be developed from project start to implementation, costs associated with the project, equipment, and maintenance will be borne by the DISTRICT.

III. RESPONSIBILITIES OF DISTRICT

In addition to making payments in accordance with Section 3 of the Agreement, DISTRICT will:

- A. At its own facility, provide personnel to answer and coordinate incoming business and other non-emergency calls;
 - 1. DISTRICT will provide a recording for its business telephone lines which will inform callers that emergency calls should be directed to 9-1-1 and non-emergency, business calls should be made on the following business day.
- B. Require its officers to respond to the DISTRICT'S Police Station upon request of the Public Safety Communications Center to reference original case files and other hard copy documents for purposes of vehicle release, CLETS updates, and other case-related incidents.
- C. Insure that its officers learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists or its simply understood practice.
- D. Maintain all necessary telephone lines for digital/computer communications between the COUNTY and the DISTRICT.
- E. DISTRICT'S Police Department shall ensure that the radio equipment is operating in an acceptable manner that is free from static, squelch, and interference.
- F. Provide COUNTY a minimum of thirty (30) days' notice of simple operational changes that affect its response and require automation into the County CAD. Moderate to complex operational changes will require communication between PSC and Police District representatives in order to affect efficient/accurate change within a mutually agreed upon timeline.
- G. DISTRICT Chief of Police will meet with Public Safety Communications staff to determine the feasibility of joining the COUNTY's digital radio system before June 30, 2016.