

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITY OF EAST PALO ALTO**

THIS AGREEMENT is entered into this 17<sup>th</sup> day of September 2013, by and between the **COUNTY OF SAN MATEO**, hereafter called "COUNTY," and **CITY OF EAST PALO ALTO** hereafter called "CITY";

**WITNESSETH:**

**WHEREAS**, pursuant to Government Code §§ 51300 et seq., COUNTY and CITY may contract for the performance of CITY functions by the appropriate officers and employees of COUNTY; and

**WHEREAS**, CITY desires that COUNTY provide public safety dispatch services COUNTY as hereafter set forth, for and on behalf of CITY, within the territorial limits of CITY, 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 CITY, as well as the fees the CITY will pay COUNTY for said services, 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 CITY as set forth herein and in Exhibit A:

(a) COUNTY will provide PSC services as set forth in Exhibit A.

**3. Payments.**

(a) The CITY will pay fees for the duration of the contract term in accordance with the following fee schedule:

	<b>FY2013-14</b>	<b>FY2014-15</b>	<b>FY2015-16</b>	<b>FY2016-17</b>	<b>FY2017-18</b>
<b>Base Fee</b>	\$799,081	\$823,053	\$831,283	\$856,221	\$864,783
<b>Equity Increase</b>	\$15,982		\$16,625		\$17,296
<b>COLA</b>	\$7,990	\$8,230	\$8,313	\$8,562	\$8,648
<b>Total</b>	\$823,053	\$831,283	\$856,221	\$864,783	\$890,727

(b) The Annual Base Fee for Fiscal Year 2012-13, 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 a 1% cost of living increase per year. In addition, every other year starting in FY2013-14, an increase of 2% of the previous year's base cost will be assessed to make up any margin of increases COUNTY assumes and which is not recovered in previous years where no increases were assessed.

(c) The parties agree and acknowledge that stated fees are based on total cost recovery for COUNTY for services rendered. Fees will reimburse COUNTY for a pro-rata share of staffing of a 911 workstation in order to accommodate telephone and radio workload.

(d) Should CITY require communications services for a pre-planned event above and beyond the basic console staffing, COUNTY will charge CITY for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (\$75/ph).

(e) The County Controller shall pay, and City does specifically authorize the Controller to pay, the amounts owed to the County from property tax receipts, other than taxes from the supplemental roll, that would otherwise be payable by the County to the City of East Palo Alto not later than December 15 and not later than April 15 of the Fiscal Year in which payments become due (hereinafter "payment date(s)"). Controller shall make such payment(s) to County prior to making any other payments to City or any other person or entity. Notwithstanding the above, the parties agree that County may, at its option, choose to postpone to a later payment date any payment from tax receipts due under this Agreement.

(f) In addition to the services and payments described in this Agreement, COUNTY will rent alpha-numeric pagers or the gateway services to and/or for the CITY as set forth in Exhibit A.

(g) Under this Agreement, there is no direct reimbursement by CITY 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.

(h) Under the terms of this Agreement, COUNTY is solely responsible for salaries and benefits of its own employees and is not assuming personnel from CITY's previous service provider.

#### **4. Term and Termination**

(a) The term of this Agreement ("Contract Term") shall be from July 1, 2013 through June 30, 2017 (a four year term).

(b) This Agreement may be terminated by CITY 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.

(c) In the event of termination, payment shall be prorated from 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 CITY or COUNTY employees will be affected by this Agreement.

**6. Hold Harmless**

(a) CITY 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 CITY, its officers and/or employees.

(b) COUNTY shall defend, save harmless, and indemnify CITY, 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 CITY, its officers and/or employees, 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 CITY 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.** CITY 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 CITY'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 CITY'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.

CITY 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. CITY'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 CITY'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.

CITY 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 City, CA 94063

In the case of CITY, to:  
City Manager  
City of East Palo Alto  
2415 University Avenue  
East Palo Alto, CA 94303

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: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of the Council

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

CITY OF EAST PALO ALTO

By: Margie Hernandez  
Date: 11-4-13

CITY OF EAST PALO ALTO

By: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: John A. Nagel  
JOHN A. NAGEL, CITY ATTORNEY

**EXHIBIT "A"**  
**PUBLIC SAFETY COMMUNICATION SERVICES**

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

**1. DESCRIPTION OF PUBLIC SAFETY COMMUNICATIONS (PSC) SERVICES**

- A. County shall provide City with the following services twenty four (24) hours a day, three hundred sixty five (365) days per year:
1. Telephone answering excluding the answering of City's Police non-emergency and/or 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 digital pager and/or Mobile Data Terminal, which is in-turn assigned to the appropriate field unit(s).
- B. City 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 City 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 City'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 frequencies designated as agreed upon by the East Palo Alto Police Department.

- 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 East Palo Alto Police 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 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 in order to decide issues of mutual interest.
- I. Ensure that the existing CAD System accurately reflects the operation of the East Palo Alto Police Department.
- J. Provide a general business telephone number that can be used for official business of East Palo Alto 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 CITY'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. Staff a communications/dispatch/call taking console, twenty-four (24) hours a day, seven (7) days a week dedicated to East Palo Police operations, in order to ensure prompt and efficient communications services. The formula used on staffing a console 24 hours a day, seven days a week is based on a call volume standard of no more than 50,000 calls per year, per console. Should call volume exceed this standard, additional staffing will be required.
- N. 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.

- O. Staff a communications/dispatch/call taking console, twenty-four (24) hours a day, seven (7) days a week dedicated to East Palo Police operations, in order to ensure prompt and efficient communications services. The formula used on staffing a console 24 hours a day, seven days a week is based on a call volume standard of no more than 50,000 calls per year, per console. Should call volume exceed this standard, additional staffing will be required.
- P. Should the City require staffing for a pre-planned event above and beyond the aforementioned console staffing, the County will accommodate and charge the City for said services. Costs not to exceed the overtime rate of a Supervising Communications Dispatcher will be invoiced to the City for actual hours worked.
- Q. Provide and maintain CAD equipment within the Communications Center to effect digital pager activation from the Communications Center to City police field units.
- R. Rent alpha-numeric pagers to City at the price not to exceed \$10.00 per pager, per month. The rental fee includes the use of the pagers as well as their maintenance. City may rent as many pagers as City deems necessary to ensure efficient notification/calls for service, and will be separately invoiced by County for pagers on a quarterly basis. City agrees to pay for any cost increases related to pager rental/maintenance as may from time to time occur, provided that in no event will City pay an amount in excess of \$18.00 per pager, per month. Cost is not included within the "Base amount" for services stated on Page 1, Paragraph 3. It is agreed by the parties that future cost increases in pager rental/maintenance above the current \$10.00 per pager, per month, or an increase in the monthly number of total pagers rented, shall be considered to modify the maximum payment limits.
- S. Provide technical systems consultation (PSC Systems Unit personnel) should the City desire to implement specific technology into the Dispatch Center. If the City 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 City.

### III. RESPONSIBILITIES OF CITY

- A. In addition to making payments in accordance with Section 3 of the Agreement, City will:
  - 1. Arrange to have incoming business and other non-emergency calls deferred to the Administrative Offices of the CITY's police department.

2. Insure that law enforcement learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists.