

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITY OF DALY CITY**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_, 2016, by and between the **COUNTY OF SAN MATEO**, hereafter called "COUNTY," and the **CITY OF DALY CITY** 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 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.

**3. Payments.**

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

	Year 1 FY16/17	Year 2 FY17/18	Year 3 FY18/19	Year 4 FY19/20	Year 5 FY20/21	Total 5-Year Contract
Base Fee	\$1,250,000	\$1,350,000	\$1,450,000	\$1,475,000	\$1,475,000	\$7,000,000
COLA			\$29,000	\$29,500	\$29,500	\$88,000
TOTAL Fee*	\$1,250,000	\$1,350,000	\$1,479,000	\$1,504,500	\$1,504,500	\$7,088,000

\* Total Fee not to exceed the Total Fee listed for each fiscal year.

- b) The Base Fee is set for the first five fiscal years (i.e., July 1 through June 30) of the Agreement term. A two percent (2%) cost of living increase (COLA) is included in years three through five. Total Fee is the combined Base Fee and COLA set forth above payable for each fiscal year. The parties agree and acknowledge that stated Total Fees are based on projected total cost recovery for COUNTY for services rendered.

- c) CITY will pay the COUNTY an additional \$50,000 the first year for costs associated with initial set up and technology start-up of dispatch services.
- d) Should CITY require communications services above and beyond the basic console staffing (as defined in Exhibit A), COUNTY will charge CITY for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (\$80/per an hour). An extraordinary event is an event which requires service in excess of twenty four hours and is a service which is not covered in the basic service as described in Exhibit A.
- e) 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 Agreement Term.
- f) All technology hardware, software, and licensing needed to support Public Safety Communication Services (PSC) as described in Exhibit A of this Agreement will be included at no cost to the CITY. Any technology, software, and/or licensing enhancements not in direct support of PSC services as described in Exhibit A will be subject to good faith negotiation of costs and costs sharing between COUNTY and CITY.
- g) Under the terms of this Agreement, COUNTY is solely responsible for salaries and benefits of its own employees. COUNTY has the capacity to hire all of the current CITY Communications Staff. As with any law enforcement position, there are requirements for a background investigation. If the CITY dispatchers successfully pass the background process, they shall be hired.
- h) During the term of this Agreement, if CITY police staff increases by 5% or more, the parties agree to meet and negotiate in good faith to agree on costs to offset the additional workload that will be incurred by COUNTY. FY15/16 staffing is 111 sworn officers, and 28 professional staff (not including Dispatch Staff).
- i) In the event the term of the Agreement continues beyond the term allowed pursuant to Section 4, the cost of dispatch services shall be established by mutual agreement of the parties prior to Termination Date or Anniversary Date, provided that if the parties cannot agree on the cost of dispatch services prior to said date, the amount for the Total Fee for dispatch services for the next fiscal year shall be increased by the current percentage index established by the Bay Area Consumer Price Index (CPI), from the previous fiscal year until the parties can reach agreement or the parties terminate the Agreement for failure to agree on a new rate. Any agreement by the parties to extend this agreement beyond the five year term requires approval of the Board of Supervisors.
- j) The CITY and COUNTY agree to negotiate in good faith to renew this Agreement for additional periods and terms as they agree. The CITY and COUNTY may consider performance measures as described in Exhibit "A" and current CPI to determine the new rate of dispatch services for the renewal of this Agreement. Any agreement by the parties to extend this agreement beyond the five year term requires approval of the Board of Supervisors.

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

The term of this Agreement ("Term") shall be from January 1, 2017 through December 31, 2021 (a five (5) year term).

This Agreement may be terminated by CITY without a requirement of good cause, effective on or before December 31<sup>st</sup> 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 CITY or COUNTY employees will be affected by this Agreement.

**6. Hold Harmless.**

- A. CITY shall defend, hold harmless and indemnify COUNTY and 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, hold harmless, and indemnify CITY and 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, 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 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. **Workers' Compensation and Employer's Liability Insurance.** Both parties shall have in effect during the entire life of this Agreement Workers' 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 Workers' 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. City shall remain responsible for all Workers' Compensation claims with an injury date that is before the date of employment with the County for the entire life of the claim. The County will be responsible for Workers' Compensation claims that occur or have an injury date after the date of employment. In the event of a claim that involves both prior and current employer, parties will negotiate apportionment, with the Workers' Compensation Appeal Board being the final arbitur.

**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 be 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 all exhibits attached 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 Daly City  
333 90<sup>th</sup> Street  
Daly City, CA 94015

**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: \_\_\_\_\_

**CITY OF DALY CITY**

By: Patricia S. Martel  
Date: 10/31/2016

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

**EXHIBIT "A"**  
**PUBLIC SAFETY COMMUNICATIONS SERVICES**

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

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

**A. COUNTY shall provide CITY With:**

1. Telephone answering of 911 and emergency phone lines. 7-digit emergency lines are equivalent to CITY's current emergency lines consisting of (650) 991-8092 and (650) 991-1225.

Non-emergency and administrative telephone lines will be answered by City Staff. After-hours non-emergency and administrative telephone lines will be triaged directly through the CITY Phone Tree. One of the selections will allow direct contact with PSC call takers.

**2. Notifications:**

- a. Notification of sworn, non-sworn and CITY staff as requested by CITY via SMC Alert System. These include but are not limited to CITY services, SWAT, Investigations and traffic investigations.
  - b. At the request of CITY, COUNTY will make notifications to government and non-government agencies. These include but are not limited to probation, parole, Child Protective Services, on-call judges, Community Overcoming Relationship Abuse (CORA), transportation companies (taxi cabs) and on-call District Attorney's Office staff.
  - c. Notification/call-alert by activating digital notification equipment.
  - d. Will make appropriate notifications to victims of stolen vehicles.
3. Dispatching, including automated status keeping, and associated activity reports and inquiries.
  4. COUNTY will provide staff for initial training on Computer Aided Dispatch system for both sworn and non-sworn CITY personnel at no additional cost. Included is "Train the Trainer" for selected staff.

5. Northrup Grumman Computer Aided Dispatch (CAD) or like (CAD) system Client licenses to be installed in the mobile units and installed on desktop computers. Not to exceed ninety licenses.
  6. COUNTY will provide digital recordings of radio traffic and telephone interactions going through the PSC Digital Logging System when requested by the San Mateo County District Attorney's Office.
  7. COUNTY will provide CITY with access to PSC Digital Logging System to obtain audio recordings for training and evidence.
    - a. CITY will be responsible for providing all other digital audio recordings of radio traffic and telephone interactions going through PSC Digital Logging System. These include but are not limited to requests from media, attorneys, and all California Public Records Act Requests.
  8. During the Agreement term, Public Safety Communications will provide the CITY with a bi-annual performance report. PSC and the CITY will determine the performance measures to be reported prior to operational transition.
- B. COUNTY shall provide CITY with the aforementioned services twenty-four (24) hours a day, three hundred sixty-five (365) days per year:
1. COUNTY is responsible for the recruitment, hiring, and training of all PSC employees. The COUNTY will ensure the recruitment, hiring, and training meet state mandates and the minimum standards of Police Officer Standards and Training (POST).
  2. 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. COUNTY shall be responsible for accessing as well as making required data entries and removals from 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



3. CORI (Criminal Offenders Records Information) or 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.
4. California Automated Restraining Protective Order System (CARPOS) formerly known as Domestic Violence Restraining Order System (DVROS) is offered through an agreement with the San Mateo COUNTY Sheriff's Office Records Unit.

## **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 effect radio transmissions from the Communications Center to the CITY Analog Radio system or access the COUNTY's trunked radio system on the frequencies designated as agreed upon.
- 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 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 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 entries during established business hours via the automated computer system in accordance with state, local, and departmental policy and in compliance with section B(2) of this exhibit.
- 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 operations of the CITY.
- J. Provide general business numbers for designated police dispatcher and on duty dispatch supervisor that can be used by CITY personnel for official business.
- K. Responsible for Message Switch use costs associated with terminals controlled by COUNTY.



- L. Provide Business Objects Report for CAD system for tracking of false alarm calls.
- M. COUNTY will have viewing capabilities of the CITY's security surveillance system. CITY must provide COUNTY with all hardware, software, licensing and access to the system.
- N. COUNTY will have access to:
  - CITY's Radio System Automated Numerical Identification System (ANI). CITY will provide all hardware, software and licensing for the system.
  - CITY's Automatic Vehicle Location System (AVL). CITY will provide all hardware, software and licensing for the system.
- O. Provide Communications Center personnel to represent COUNTY at meetings/training, etc. at the Daly City Bureau's request, provided ample notice is given such that staffing in the Dispatch Center is maintained.

### III. **RESPONSIBILITIES OF CITY**

- A. Arrange to have incoming business and other non-emergency calls deferred to the CITY Phone Tree.
- B. Ensure that its law enforcement contractors learn and comply with established procedures with regard to the communications operation.
- C. Maintain direct telephone lines, high speed data lines between CITY Hall and the Communications Center.
- D. Responsible for CITY Message Switch costs associated with CITY use.
- E. Seek reimbursement opportunities to offset costs associated with Dispatch services for special events e.g., Traffic Details, Avoid the 23 Impaired Driving Enforcement Program, the Olympic Club and Cow Palace.
- F. City will ensure all personnel are certified as Full Access or Less than Full Access operators.