

## **ATTACHMENT "A"**

### **AGREEMENT BETWEEN THE COUTNY OF SAN MATEO AND THE CITY OF DALY CITY FOR TEMPORARY DISPATCH SERVICES**

THIS AGREEMENT FOR TEMPORARY DISPATCH SERVICES ("this "Agreement") is entered into this 17<sup>th</sup> day of July, 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;

WHEREAS, this Agreement is to provide backup support for public safety dispatch services to the CITY to address the immediate staffing vacancies; 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 and 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 an hourly rate of \$78.00 per hour per staff member(s) assigned to dispatch and/or call take for the CITY.

(b) Should the CITY require staffing for a pre-planned event above and beyond the basic console staffing, the COUNTY will charge the CITY for said services at the rate of \$78.00 per hour per staff member(s).

**4. Term and Termination.**

The term of this Agreement shall be from July 17, 2016, through December 31, 2016. However, in no case can the total cost of this agreement exceed \$100,000. The City Manager is authorized on behalf of the CITY to extend the term of this Agreement for one additional six month period.

This Agreement may be terminated by the CITY or COUNTY without a requirement of good cause, with 30 days' notice by either party.

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. O 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 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 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 for the therein shall include the duty to defend as set forth in Civil Code Section 2778.

7. **Assignment 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 requirement, and, if request, each party shall furnish the other party with certificates of insurance evidencing he 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 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 provision of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.

- B. **Liability Insurance.** CITY and COUNTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect them 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 himself/herself or by any subcontractor 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

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 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 representative 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 provided.

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 States 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: Edward A. Ware

Date: 8/11/16

CITY OF DALY CITY

By: Fatima S. Martel

Date: 8/3/2016

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

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

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

A. COUNTY shall provide CITY's Police Department with:

1. Telephone answering of 911 and emergency phone lines. Seven (7) digit emergency lines are equivalent to CITY's current emergency lines consisting of 650-991-1226 and 650-991-1225 as well as internal administrative line of 991-8092.

Non-emergency and administrative telephone lines will be answered by CITY staff. After-hours non-emergency 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 (Cabs) and on-call District Attorney staff.

- c. Notification/call-alert by activating digital notification equipment.

- d. Notifications to victims of stolen vehicles.

3. Dispatching, including automated status keeping and activity reports and inquiries.

- a. COUNTY will utilize only the primary CITY police radio frequency until such time as the necessary CITY vendor(s) complete the work necessary for COUNTY to access the secondary police radio frequency. Upon notification of the completion of the necessary work by CITY, COUNTY will add the secondary frequency within 3 business days.

4. 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.

- a. Upon completion of appropriate interface 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 Record Act requests.

B. COUNTY shall provide CITY with the aforementioned services on an as-needed and hourly basis as agreed upon. When feasible, CITY will give COUNTY thirty (30) days notice of need for additional services.

1. CITY shall have direct access to all relevant computerized law enforcement databases during the dates and times that COUNTY is providing said services under this Agreement. COUNTY shall be responsible for accessing as well as making required data entries and removals from the following systems while providing said services:

- 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
- 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.

2. Criminal Offenders Records Information (CORI) or Criminal History System (CHS) access will not be available to CITY through this Agreement.

## **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 911 and seven (7) digit emergency telephone volume.
- C. Provide and maintain radio console equipment within the Communications Center to effect radio transmission from the Communications Center to the CITY analog radio system.
- 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 operations (not administration offices) shall be recorded.
- E. Serve as 911 PSAP (Public Safety Answering Point) and ensure that an alternative 911 site is established and lines are maintained in compliance with rules, policies, and regulations of the State of California 911 Program, should the Center's 911 system fail.
- F. The geographic file of the CITY's response areas needed for CAD will be maintained by the COUNTY.
- G. Provide general business numbers for designated police dispatcher and on duty dispatch supervisor that can be used by CITY personnel for official business.
- H. COUNTY will have access to CITY's Automatic Vehicle Locations System (AVL) provided that Lawnet and SRIMs are functioning.

**III. RESPONSIBILITIES OF CITY**

- A. Arrange to have incoming business and other non-emergency call 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, regardless of whether an official written document of said procedure exists or it's simply an understood practice.
- 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.
- F. City will ensure all personnel are certified as Full Access or Less Than Full Access operators.

RESOLUTION NO. 16-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY  
AUTHORIZING AGREEMENT BETWEEN THE CITY OF DALY CITY AND SAN  
MATEO COUNTY PUBLIC SAFETY COMMUNICATIONS TO PROVIDE  
TEMPORARY DISPATCH SERVICES

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WHEREAS, a the regular meeting of May 23, 2016, the City Council adopted Resolution No. 16-85, Approving Draft Agreement with the County of San Mateo to Assume Responsibility for Providing Police 9-1-1 Dispatch Services for the City of Daly City through a Five-Year Contract ("Draft Agreement"), such Draft Agreement is incorporated by reference as "Attachment "A"; and

WHEREAS, the Daly City Police Department is currently staffed with six (6) full time public safety dispatchers (PSD) and one (1) public safety dispatch supervisor (PSDS). The staffing numbers are due to the resignation of three (3) dispatchers and one (1) dispatch supervisor. These resignations were combined with two (2) already vacant positions. The current staffing numbers are not sustainable for a 24/7 Dispatch Center; and

WHEREAS, the Daly City Police Department is responsible for Public Safety Answering Point (PSAP) service for the City of Daly City. This is a 24 hour per day/7 day per week (24/7) operation. Due to staffing shortages, the Daly City Police Department will no longer be able to provide 24/7 PSAP services. Daly City Police Communications anticipates a significant staffing shortage effective July 16, 2016. The shortage is due to resignations of employees taking the Communications Center to 7 full time employees from an authorized staffing level of 13. It would be unreasonable to fill the vacant positions since it would take approximately one year to hire and train a Public Safety Dispatcher; and

WHEREAS, the Daly City Police Department has worked with Dispatcher Union Representatives along with San Mateo County Public Safety Communications (PSC) to supplement Daly City Police Communications Center staff to provide 24/7 PSAP service. This temporary service contract will be executed after Daly City Police Management and Public Safety Dispatchers Union Representatives determine the most reasonable and effective schedule to meet our PSAP responsibilities. San Mateo County Public Safety Communications has agreed to supplement our staffing by taking over partial PSAP responsibilities. This can be done on a pre-planned basis or in the event of an emergency staffing shortage; and

WHEREAS, there are currently five vacant Public Safety Dispatchers and one vacant Public Safety Dispatch Supervisor positions, salary and benefit savings from these vacancies will be used to fund the temporary contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Daly City that it does hereby approve the Agreement between San Mateo County Public Safety Communications and the City of Daly City to provide temporary Police 9-1-1 Dispatch Services, subject to compliance with applicable federal, state and local laws and regulations.



A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY  
AUTHORIZING AGREEMENT BETWEEN THE CITY OF DALY CITY AND SAN  
MATEO COUNTY PUBLIC SAFETY COMMUNICATIONS TO PROVIDE  
TEMPORARY DISPATCH SERVICES

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I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the 25th day of July, 2016, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Buenaventura, Canepa, Christensen

Guingona, Torres

NOES, Councilmembers: None

Absent, Councilmembers: None

  
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

SAL TORRES  
MAYOR OF THE CITY OF DALY CITY