

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

THIS AGREEMENT, entered into this 13 day of Feb., 2018, by and between the COUNTY OF SAN MATEO, hereafter called "COUNTY," and CITY OF EAST PALO ALTO, hereafter called "CITY";

W I T N E S S E T H:

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

WHEREAS, CITY desires to have COUNTY provide public safety dispatch services through the COUNTY as hereafter set forth, for and on behalf of CITY, within the territorial limits of said CITY, and COUNTY, by and through the San Mateo County Office of Public Safety Communications, is willing to perform such services,

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

1. Exhibits.

Exhibit A, describing the Public Safety Communications services that the parties have agreed the COUNTY will provide for the CITY, 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 services for CITY as set forth herein and in Exhibit A.

3. Payments.

A. CITY shall make payment to the COUNTY for the duration of the term in accordance with the following fee schedule:

	FY2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22
Base Fee	\$864,783	\$890,727	\$917,448	\$944,971	\$973,320
COLA	\$25,944	\$26,721	\$27,523	\$28,349	\$29,199
Total	\$890,727	\$917,448	\$944,971	\$973,320	\$1,002,519

B. The annual total fee for FY2017/18 will be \$890,727. There will be an

annual increase of 3%/year over the life of the contract with the final year cost of \$1,002,519, and increase of \$111,864.

- 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 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 for all dispatchers assigned to the event (currently \$82.28 per hour).
- 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 regarding participation in an Equipment Replacement Fund to be developed and established by COUNTY during the Agreement Term.
- F. Under the terms of this Agreement, COUNTY is solely responsible for salaries and benefits of its own employees and is not hiring personnel from CITY's previous service provider. Except as set forth herein, COUNTY is solely responsible for the cost of services, supplies, and charges to COUNTY.

4. Term and Termination.

The term of this Agreement shall be from July 1, 2017 through June 30, 2022 (a five (5) year term).

This Agreement may be terminated by CITY or COUNTY without a requirement of good cause, effective on or before June 30th of a given year during the term of the Agreement by providing six (6) months 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 under this Agreement are performed as independent contractors, 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.

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. 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' written notice must be given 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 \$2,000,00
2. Motor Vehicle Liability Insurance \$2,000,00

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 subcontractor 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 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

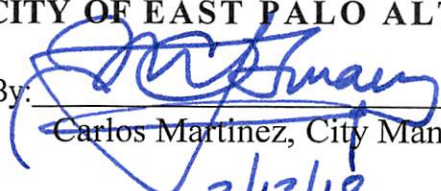
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President of the Board of Supervisors

Date: _____

CITY OF EAST PALO ALTO

By:  _____
Carlos Martinez, City Manager

Date: 2/13/18

EXHIBIT "A"

PUBLIC SAFETY COMMUNICATIONS SERVICES

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

I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATIONS (PSC) SERVICES

A. COUNTY shall provide the CITY with:

1. Telephone answering. However, County will not be responsible for answering any of CITY's police non-emergency, administrative telephones.
2. Personnel notification including 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 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 databases twenty-four (24) hours a day, three hundred sixty-five (365) days per 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).

II. RESPONSIBILITIES OF COUNTY

- A. Provide working space and be responsible for 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 CITY Law Enforcement 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 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 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 activities.
- J. Provide a general business telephone number that can be used for official business of East Palo Alto PD Law Enforcement personnel in order to communicate directly with the designated police dispatcher.
- K. Provide Communications Center personnel to represent the Public Safety Communications (PSC) Department at meetings, training, etc. at the East Palo Alto's request, provided ample notice is given such that staffing in the Communications 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 Alto Police operations, in order to ensure prompt and efficient communications services. Should call volume exceed 50,000 calls per year additional staffing will be required which will require an amendment to this contract.
- N. Paging Costs are currently billed at \$1.50/month for each unit (currently all pages forward to cellular telephones) with EPA PD having a total of 16 units. All costs associated with paging and pagers will be paid by EPA PD at the rate that PSC is billed.

III. RESPONSIBILITIES OF CITY

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

- A. Arrange to have incoming business and other non-emergency calls deferred to the East Palo Alto PD.
- 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 simply an understood practice