

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO, THE
SAN MATEO COUNTY TRANSIT DISTRICT AND THE
PENINSULA CORRIDOR JOINT POWERS BOARD

THIS AGREEMENT, entered into this 1st day of July, 2017, by and between the COUNTY OF SAN MATEO, hereafter called "COUNTY," and SAN MATEO COUNTY TRANSIT DISTRICT, hereafter called "DISTRICT".

W I T N E S S E T H:

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

WHEREAS, DISTRICT and JPB (hereafter "TRANSIT AGENCIES") desire to have COUNTY provide public safety dispatch services as hereafter set forth, for and on behalf of TRANSIT AGENCIES, within the territorial limits of said TRANSIT AGENCIES, and COUNTY, by and through the San Mateo County Office of Public Safety Communications, and COUNTY is willing to perform such services;

WHEREAS, such public safety dispatch services have been provided by the COUNTY to the TRANSIT AGENCIES pursuant to a separate contract between the Parties, dated August 4, 2015 (Law Enforcement Services Contract);

WHEREAS, pursuant to Amendment Two of the Law Enforcement Services Contract, public safety dispatch services have been removed from the scope of services, and will now be provided pursuant to this Agreement;

WHEREAS, the term of the Law Enforcement Services Contract is set to terminate on June 30, 2020, unless terminated sooner by the parties; and

WHEREAS, this Agreement will co-terminate with the term of the Law Enforcement Services Contract on June 30, 2020, unless terminated sooner as provided herein.

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 TRANSIT AGENCIES, 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 TRANSIT AGENCIES as set forth herein and in Exhibit A.

3. Payments.

- A. TRANSIT AGENCIES 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
Base Fee	\$199,634	\$199,634	\$205,623
COLA	0	\$5,989	\$6,169
Total	\$199,634	\$205,623	\$211,792

- B. The annual total fee for FY2018/19 and beyond will increase by no more than 3% annually to cover COLA adjustments and increased dispatch center costs. The fee will increase from \$199,634 in the first year to \$211,792/yr in FY 2019/20 for a total increase through FY 2019/20 of \$12,158.
- 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 TRANSIT AGENCIES require communications services for a pre-planned event above and beyond the basic console staffing, COUNTY will charge TRANSIT AGENCIES for said services at the actual cost, not to exceed the regular or overtime rate (as applicable) of a Supervising Communications Dispatcher for all dispatchers assigned to the event (overtime rate is \$82.28 per hour as of the effective date of this Agreement).
- E. Under this Agreement, there is no direct reimbursement by TRANSIT AGENCIES for COUNTY's purchase of equipment that facilitates dispatch service. However, the 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 TRANSIT AGENCIES' 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 base term of this Agreement shall be from July 1, 2017, through June 30, 2020 (a three year term).

This Agreement may be terminated by TRANSIT AGENCIES 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.

The parties may mutually agree to extend this Agreement beyond the initial three year term at the rates applicable during the fiscal year of the option term.

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 TRANSIT AGENCIES or COUNTY employees will be affected by this Agreement.

6. Hold Harmless.

6.1 District and JPB shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property which both arise out of this Agreement and are caused by or are alleged to be caused by the acts or omissions of District and JPB, its officers, agents and/or employees including, but not limited to claims alleging negligence, excessive force, or violations of state or federal civil rights laws, except if such claims relate to or arise out of law enforcement services performed by the Sheriff's Office pursuant to this Agreement, in which case such claims shall be governed by Section 6.2. In addition, District and JPB shall defend, hold harmless and indemnify County, its officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property relating to the subject matter of this Agreement and caused by or alleged to be caused by District and JPB, its officers, agents and/or employees which occurred prior to the effective date of this Agreement.

6.2 County shall defend, hold harmless and indemnify District and JPB, and their directors, officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which both arise out of this Agreement and are caused by, or are alleged to be caused by the acts or omissions of County, its officers, agents, and/or employees including but not limited to claims alleging negligence, excessive force, or violations of state or federal civil rights laws.

6.3 In the event of the concurrent negligence of District and JPB, their directors, officers, agents and/or employees, and County, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages which arise out of this Agreement shall be apportioned under California's theory of comparative fault as presently established or may be hereafter modified.

7. Assignability and Subcontracting.

No 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.** TRANSIT AGENCIES 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 TRANSIT AGENCIES' 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 TRANSIT AGENCIES' 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.

- c. COUNTY and TRANSIT AGENCIES may self-insure all or part of the insurance required by this provision.

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.

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

11. 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 TRANSIT AGENCIES' 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.

TRANSIT AGENCIES 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.

12. 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.

13. 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.

14. 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 TRANSIT AGENCIES, to:

San Mateo County Transit District
Peninsula Corridor Joint Powers Board
Secretary
1250 San Carlos Ave
San Carlos, CA 94070

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: _____

SAN MATEO COUNTY TRANSIT DISTRICT

By: _____

Date: _____

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 TRANSIT AGENCIES with:
1. Telephone answering. However, County will not be responsible for answering any of TRANSIT AGENCIES' police non-emergency, administrative telephones.
 2. Personnel notification including TRANSIT AGENCIES 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. TRANSIT AGENCIES shall have direct access to all relevant computerized law enforcement databases twenty (20) 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 TRANSIT AGENCIES' 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 Sheriff's Transit Police Bureau.
- 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 TRANSIT AGENCIES 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 TRANSIT AGENCIES' 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 TRANSIT AGENCIES and COUNTY in order to decide issues of mutual interest.
- I. Ensure that the existing CAD System accurately reflects the operation of the Sheriff's Transit Bureau activities.
- J. Provide a general business telephone number that can be used for official business of Sheriff Transit Bureau 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 Sheriff's Transit Bureau'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.

III. RESPONSIBILITIES OF TRANSIT AGENCIES

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

- A. Arrange to have incoming business and other non-emergency calls deferred to the Sheriff's Office.
- 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.