

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND THE TOWN OF PORTOLA VALLEY

THIS AGREEMENT, entered into this ____ day of ____, 2021, by and between the COUNTY OF SAN MATEO, hereafter called "COUNTY," and TOWN OF PORTOLA VALLEY, hereafter called "TOWN";

WITNESSETH:

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

WHEREAS, TOWN desires to have COUNTY provide public safety dispatch services through the COUNTY as hereafter set forth, for and on behalf of TOWN, within the territorial limits of said TOWN, 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 TOWN, 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 TOWN as set forth herein and in Exhibit A. In providing the services under this Agreement, the County shall perform all work in a manner consistent with that degree of care and skill ordinarily exercised by law enforcement communication personnel currently practicing in the County of San Mateo under similar circumstances.

3. Payments.

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

| | FY2021/22 | FY2022/23 | FY2023/24 | FY2024/25 | FY2025/26 |
|----------|-----------|-----------|-----------|-----------|-----------|
| Fee | \$68,113 | \$70,156 | \$72,963 | \$75,151 | \$77,406 |
| Increase | 3% | 3% | 4% | 3% | 3% |

B. The annual total fee for FY 2021/22 is 3% over the FY 2020/21 rate. FY2023/24 carries an increase of 4%, then the remaining term carries 3% annual increases to account for labor cost increases to COUNTY. The Fee total for this agreement for the five-year term is \$363,789.

C. The parties agree and acknowledge that stated fees are based on 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 TOWN require communications services for a pre-planned event above and beyond the basic console staffing, COUNTY will charge TOWN 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 \$112 per hour).
- E. Under this Agreement, there is no direct reimbursement by TOWN 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 TOWN'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, 2021 through June 30, 2026 (a five (5) year term).

This Agreement may be terminated by TOWN 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 TOWN or COUNTY employees will be affected by this Agreement.

6. Hold Harmless.

TOWN 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 due to the acts or omissions of the TOWN, brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including TOWN 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 TOWN'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 caused by the concurrent active or passive negligence of COUNTY and/or its officers, agents, employees, or servants. However, TOWN'S duty to indemnify and save harmless under this Section shall not apply to injuries or damage caused by COUNTY's own negligence or willful misconduct.

The duty of TOWN 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.** TOWN 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 TOWN'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 TOWN'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.

TOWN 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. TOWN'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 TOWN'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.

TOWN 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 TOWN, to:

TOWN Manager
TOWN of Portola Valley
765 Portola Road
Portola Valley, CA 94028

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: _____

TOWN OF PORTOLA VALLEY

By: _____

Date: August 11, 2021

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 TOWN Law Enforcement with:
1. Emergency telephone answering. However, County will not be responsible for answering any of TOWN's police non-emergency or administrative telephones.
 2. Personnel notification including TOWN manager or other staff necessary during emergency conditions.
 3. Law Enforcement 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 for Law enforcement 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. TOWN Law Enforcement 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, and will pay its pro-rata share to the Message Switch (billed separately from this agreement). This access will provide information from:
- NLETS (National Law Enforcement Telecommunications Systems)
 - CLETS (California Law Enforcement Telecommunications Systems)
 - AWS (Automated Warrant System)
 - CJIS (Criminal Justice Information System)
 - Networks association to DMV (Department of Motor Vehicles)

II. RESPONSIBILITIES OF COUNTY

- A. Provide working space and be responsible for overhead costs at the County facility for the personnel and equipment described in this Agreement.
- B. Provide and maintain telephone equipment to accommodate the TOWN's 911 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 County and Sheriff's Portola Valley Bureau.

- D. Provide and maintain recording equipment to log and record incoming and outgoing transmission related to radio and telephone incidents. All radio frequencies or telephone lines used for TOWN Law Enforcement business in the Communications Center operation (not Administrative Office) 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 regulation of the State of California 911 Program, should the Center's 911 system fail.
- F. Maintain the geographic file of TOWN's response areas need for CAD.
- G. Update CLETS and AWS entries during established business hours via the automated computer system in accordance with the state, local, and departmental policy.
- H. Host periodic liaison meetings that include line supervisors and/or management representatives of TOWN 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 PORTOLA VALLEY Bureau activities.
- J. Provide a general business telephone number that can be used for official business of PORTOLA VALLEY 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 PORTOLA VALLEY Bureau's request, provide 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 TOWN

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

- A. Arrange to have incoming law enforcement business and other non-emergency call deferred to the Sheriff's Office.
- B. Ensure that its law enforcement contractor learn and comply with the established procedures with regard to communications operations at PSC.