

**County of San Mateo  
INTERDEPARTMENTAL CORRESPONDENCE**

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**Date:** January 23 2001  
**Hearing Date:** February 6 2001

**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Don Horsley *[Signature]*  
Mary Welch *[Signature]* Director of Employee & Public Services  
**SUBJECT:** Agreement For Public Safety Communications and Supplemental Law Enforcement Services With the City of East Palo Alto

**RECOMMENDATION:** Adopt a Resolution authorizing the President of the Board to execute an Agreement for the provision of supplemental law enforcement services to the City of East Palo Alto for a two year term (through June 30, 2002), and providing a total reimbursement of \$1 408,800 over the life of the Agreement

**Background**

San Mateo County has been providing communications dispatch and varying levels of law enforcement services to the City of East Palo Alto since 1987 including past participation in a regional investigative Task Force in the community in conjunction with City and other law enforcement agencies. The deployment of Sheriff's Office personnel in the City has historically contributed to a dramatic lowering of serious crime rates against citizens and property in the City. On July 09, 1996 your Board adopted Resolution 60366 entering into a contract with the City of East Palo Alto for provision of public safety dispatch communications and supplemental law enforcement services. The original Agreement provided for a two-year term from July 1996 through June 1998 with an option to renew the Agreement for an additional two-year period

On October 20 1998 your Board adopted Resolution 62379 authorizing Amendment No 1 to the Agreement with the City and exercising the two-year option by extending the term of the Agreement through June 30 2000. Amendment No. 1 also reconfigured Sheriff's field personnel deployment, eliminating traditional Patrol services, which are fully managed by City police and adding the Street Crime Suppression Team to combat gang-related criminal activity and associated violent street crime. The Sheriff's Investigation Unit continued provision of investigative services for all reported crimes. Existing public safety dispatch services also continued with minor service modifications

In the stated estimation of both the City police department and the Sheriff's Office the Street Crime Suppression Team has proved to be a dramatic success. Since formation of the unit

176 arrests have been made by unit officers. As an example of the reduction in major crimes in calendar 1997 there were 16 murders, 141 robberies (no firearms) and 52 robberies involving firearms reported in the City - in 1999 there was one homicide, 59 robberies and 19 robberies with firearms. This represents a major reduction in these three major crimes. In 1999 assigned Sheriff's detectives investigated 5,744 crimes with 5,281 cases closed and 463 pending. This unit also provides support for both apprehension & arrest of suspects as well as investigative support for the District Attorney's prosecution of defendants. Public Safety Communication personnel continue to be highly effective in dispatching police and paramedical services throughout the City. In FY 1998-99 41,169 City police calls were processed through the County Communications Center with an average time from call to dispatch of 1.5 minutes or less.

### **Discussion**

The City desires to maintain a contractual relationship with the County for the ongoing provision of existing services. The recommended approach is a two-year contract with established total payments for each year with an option for renewal for an additional two subsequent years at new reimbursement levels to be determined at that point. Discussions between the County and the City commenced in March 2000 with the intent of adopting a new Agreement by June, but finalization of the proposed contract was delayed due to extended discussions, proposal and review of various options, and the necessary involvement and input of many parties in the process, so the contract is now finally before your Board.

Under the proposed Agreement County Public Safety Communications will continue to provide one full-time dispatch station to the City on a seven-day, 24-hour basis. The Sheriff's Office will continue investigative services with one Detective Sergeant and seven Detectives investigating major crimes, general crimes, juvenile crimes, domestic violence and sex crimes, and the Street Crime Suppression Team which consists of one Sergeant and four Deputies. The City has expressed an interest in enhancing community policing services, and under the Amendment the Police Chief and the Sheriff will evaluate the possible reassignment of 1 - 2 officers from the existing assigned staff for this purpose without increasing the total of assigned personnel under the Agreement.

### **Fiscal Impact**

The two-year extension of existing contractual services under the proposed Agreement will provide total reimbursement to the County of \$689,720 in FY 2000-01 and \$719,080 in FY 2001-02. Payments are itemized between the Sheriff's Office and Employee & Public Services for each year. For FY 2000-01 the Sheriff's Office will receive \$256,450 and Public Safety Communications will receive \$433,270. These amounts are included within the Recommended FY 2000-01 Budgets for each agency.

Total projected actual cost for Sheriff's Office FY 2000-01 services to the City is \$1,676,570. Projected FY 2000-01 Public Safety Communications costs for City services is \$454,934. The County continues to subsidize services to East Palo Alto under this Agreement in the unreimbursed amount of approximately \$1,450,000 per year. Reimbursed and unreimbursed costs are shown in the table below. By providing that the option for a two-year renewal

requires renegotiation of payment amounts the County Manager Sheriff's Office and EPS can work together to review the City's financial status at that time and determine the City's ability to more fully finance these vital public safety services. It is believed the medium term (3-5 years) future of City economic activities and redevelopment is very promising and may allow the County to eventually reduce or eliminate the subsidy. In the interim, it is believed that continued assistance from the County in the area of public safety is important to help the City ensure that the planned business growth and housing expansion, which are keys to East Palo Alto's long term economic success, are achieved.

The proposed Amendment has been reviewed and approved as to form by the County Counsel.

<b>Breakdown of Costs for 3 year EPA Contract Amendment</b>					
<b>Fiscal Year</b>	<b>Sheriff</b>	<b>PSC</b>	<b>Totals by FY</b>	<b>Reimbursed Totals</b>	<b>Unreimbursed Totals</b>
<b>2000-01</b>					
Cost to provide service	\$ 1 676 570	\$ 454 934	\$ 2 131 504		
Reimb from EPA	\$ 256 450	\$ 433 270	\$ 689 720	\$ 689 720	
Unreimbursed Service	\$ 1 420 120	\$ 21 664	\$ 1 441 784		\$ 1 441 784
<b>2001-02</b>					
Cost to provide service*	\$ 1 726 867	\$ 477 680	\$ 2 204 547		
Reimb from EPA	\$ 264 140	\$ 454 940	\$ 719 080	\$ 719 080	
Unreimbursed Service	\$ 1 991 007	\$ 932 620	\$ 1 485 467		\$ 1 485 467
	2-Year Totals			\$ 1 408 800	\$ 2 927 251
* Costs for the Sheriff's Office are projected (estimated) with a 3% increase in each year					
Costs for Public Safety are projected with a 5% increase in 2001-02 and a 4% increase in 2002-03					

cc Monika Hudson City Manager East Palo Alto  
County Manager

**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

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**RESOLUTION AUTHORIZING the EXECUTION OF AN AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO  
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

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**RESOLVED** BY THE BOARD OF SUPERVISORS County of San Mateo State of California, that

**WHEREAS** the County of San Mateo has been providing supplemental law enforcement and public safety communications services to the City of East Palo Alto since 1996, and

**WHEREAS** County and City desire to enter into an agreement to continue those services for an additional two year period through June 30 2002 and

**WHEREAS** this Board has been presented with a form of said Agreement and has examined it and found it to be satisfactory and desires to enter into same.

**NOW, THEREFORE, IT IS HEREBY RESOLVED THAT** the President of this Board of Supervisors be and he is hereby authorized and directed to execute the Agreement between the County of San Mateo and the City of East Palo Alto for and on behalf of the County and the Clerk of this Board shall attest the his signature thereto.

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# AGREEMENT

## BETWEEN COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO FOR LAW ENFORCEMENT AND COMMUNICATIONS SERVICES

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THIS AGREEMENT entered this \_\_\_\_ day of \_\_\_\_\_ 2001, by and between the **COUNTY OF SAN MATEO** a political subdivision of the State of California hereinafter referred to as **COUNTY** and **CITY OF EAST PALO ALTO** a general law city in the County of San Mateo, State of California, hereinafter referred to as **CITY** .

### WITNESSETH:

WHEREAS pursuant to Government Code Section 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 certain law enforcement and communications services through the Sheriff's Office as hereinafter set forth for and on behalf of City within the territorial limits of said City, and County is willing to perform such services and

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

1. **TERM.** The term of this Agreement shall be July 1 2000 through June 30 2002  
By mutual written agreement between both parties, this Agreement may be extended by a period of two (2) additional years through June 30 2004 with payment amounts and any other conditions or service changes for said extended

two (2) year term to be determined by mutual discussion and agreement between the parties. Said extension may be authorized by a written amendment approved and signed by the County Manager and City Manager

- 2 NOTICE.** All notices demands requests consents approvals, waivers or communications ( notices ) that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by prepaid postage first class mail Notices shall be in writing and either personally served or sent by prepaid postage first class mail. Notices shall be addressed as appears below for each party provided that if either party gives notice of a change of name or address notices to the giver of that notice shall thereafter be given as demanded in that notice

County. County Manager  
Hall of Justice and Records  
400 County Center  
Redwood City, CA 94063

City. City Manager  
2415 University Avenue  
East Palo Alto CA 94303

**3. OBLIGATIONS OF THE PARTIES.**

- a In consideration of the payments specified under this Agreement County will provide law enforcement and communications services to the City of East Palo Alto as set forth in Exhibits A and B attached hereto and incorporated herein by reference.
- b In consideration of the services furnished under this Agreement City will make payments as set forth in Paragraph 4 below

4. **PAYMENTS.**

a In consideration for the County's furnishing the law enforcement services set forth in Exhibit A City shall owe County the sum of \$256 450 for the Fiscal Year 2000-01 (July 1 2000 through June 30 2001) and the sum of \$264 140 for the Fiscal Year 2001-02 (July 1 2001 through June 30 2002

In consideration for the County's furnishing law enforcement services set forth in Exhibit B City shall owe County the sum of \$433 270 for the Fiscal Year 2000-01 (July 1 2000 through June 30 2001) and the sum of \$454 940 for the Fiscal Year 2001-02 (July 1, 2001 through June 30 2002 )

In any event total payment obligations by City to County under this Agreement shall not exceed SIX HUNDRED EIGHTY-NINE THOUSAND SEVEN HUNDRED AND TWENTY DOLLARS (689 720) FOR Fiscal Year 2000-01 and SEVEN HUNDRED NINETEEN THOUSAND AND EIGHTY DOLLARS (\$719 080) FOR Fiscal Year 2001-02. It is further agreed by both parties that in the event this Agreement is extended for an additional two (2) year term as provided for in Section 1 additional payment amounts for the additional two (2) year period shall be determined by mutual discussion and agreement between the parties, prior to execution of the extension

b The County Controller shall pay and City does specifically authorize the Controller to pay, the amounts owed to the County from property tax

receipts other than taxes from the supplemental roll that would otherwise be payable by the County to the City of East Palo Alto not later than December 15 and not later than April 15 of the Fiscal Year in which payments become due (hereinafter payment date(s) ) Controller shall make such payment(s) to County prior to making any other payments to City or any other person or entity. Notwithstanding the above, the parties agree that County may, at its option choose to postpone to a later payment date any payment from taxes receipts due under this Agreement

c The City and the County agree that the County or Sheriff will not apply for any grant funding based upon the Sheriff's participation in East Palo Alto and/or using East Palo Alto statistics without collaboration with the City and participation by the City in any grant awards based upon such application(s).

d Pagers. Current cost of alpha-numeric pagers is \$10.00 per device per month. City may rent as many pagers as City deems necessary to ensure efficient notification/calls for service, and will be separately invoiced by County for pagers on a quarterly basis City shall pay County the amount of \$10 00 per month per pager rented, for Fiscal Year 2000-01 and 2001-02 City agrees to pay for any cost increases related to pager rental/maintenance as may from time to time occur provided that in no event will City pay an amount in excess of \$18 00 per pager per month Fifteen (15) pagers are currently rented at \$10 00 per month for a total



cost to City of \$3 600 per year for both 2000-01 and 2001-01 Said cost is included within the total compensation for service under Exhibit B as stated in Paragraph 2(a) above It is agreed by the parties that any future cost increase in pager rental/maintenance above the current \$10 00 per pager per month or an increase in the monthly number of total pagers rented over the current fifteen (15) shall be considered to modify the maximum payment limits set forth in Paragraph 2(a) above by the specific amount of said increase in pager costs

**5. HOLD HARMLESS.**

- a City shall indemnify and hold harmless the County its officers agents and employees from any claims suits or actions of every name kind, and description brought for or on account of injuries to or death of any person or damage to property of any kind whatsoever and to whomsoever belonging including but not limited to those allegedly arising from the concurrent active or passive negligence of the County its officers, agents or employees, resulting from the performance of this Agreement provided that this shall not apply to injuries for which County has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct
- b The duty of City to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code

**6. INSURANCE.**

- a County will not commence work under this Agreement until all insurance required under this section has been obtained by City and such insurance has been approved by the County of San Mateo. City shall furnish County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the City's coverage to include the contractual liability assumed by the City pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing to County of any pending change in the limits of liability or of non-renewal, cancellation or modification of the policy. New Certificate of Insurance shall be provided to County on a timely basis upon each occasion that City's insurance is renewed for an additional term.
- b. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be determined or canceled, County at its option may notwithstanding any other provision of this Agreement to the contrary immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.
- c. Worker's Compensation and Employer Liability Insurance. The City shall have in effect during the entire life of this Agreement Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement the City makes the following certification required by Section 1861 of the California Labor Code

I am aware of the provisions of Section 3700 of the California Labor Code which require 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 I will comply with such provisions before commencing the performance of this work of the Agreement

- d Liability Insurance. The City shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect County and City 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 damages which may arise from the performance of services by County or City or both under this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include

- |     |                                   |             |
|-----|-----------------------------------|-------------|
| (1) | Comprehensive General Liability   | \$5 000 000 |
| (2) | Motor Vehicle Liability Insurance | \$1 000 000 |
| (3) | Professional Liability            | \$1 000 000 |

If this Agreement remains in effect more than three (3) years from the date of its original execution County may at its sole discretion

require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor

e. The County and its officers agents employees and servants shall be named as additional insured on any such policies of insurance, except motor vehicle which shall also contain a provision that the insurance afforded thereby to County its officers agents, employees and servants shall be primary insurance to the full limits of liability of the policy, such other insurance shall be excess insurance only.

7. **FINES AND FORFEITURES.** City shall be entitled to the total fines and forfeiture to which City would otherwise be entitled pursuant to subparagraph (d) of paragraph (1) of Section 1463 of the Penal Code upon conviction or upon the forfeiture of bail following arrests made or citations issued by the Sheriff or a Deputy Sheriff of the County for the commission of a misdemeanor or infraction within the territorial limits of City
8. **NON-DISCRIMINATION.** No person shall, on the grounds of race, religious affiliation or non-affiliation sex sexual orientation marital status, age [over forty (40)] disability, medical condition (including but not limited to AIDS ARC, HIV positive diagnosis or cancer) political affiliation or union membership be excluded from participation in be denied the benefits of or be subjected to discrimination under this Agreement
9. **MERGER CLAUSE.** This Agreement including Exhibits A and B attached hereto and incorporated herein by reference constitutes the sole Agreement of

the parties hereto and correctly states the rights duties and obligations of each party as of the document s date Any prior agreement promises negotiations or representations between the parties not expressly stated in this document are not binding All subsequent modification shall be in writing and signed by both parties hereto In the event of a conflict between the terms conditions or specifications set forth herein and those in Exhibits A and B attached hereto the terms conditions or specifications set forth herein shall prevail

10. **ASSIGNMENT PROHIBITED.** Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

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

Date. \_\_\_\_\_

COUNTY OF SAN MATEO  
A Political Sub-division of the  
State of California

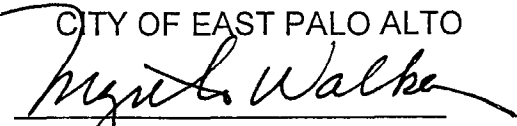
By \_\_\_\_\_  
President Board of Supervisors

**ATTEST:**

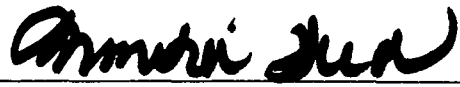
\_\_\_\_\_  
Clerk of the Board of Supervisors

Date \_\_\_\_\_

Date \_\_\_\_\_

CITY OF EAST PALO ALTO  
By   
Mayor City Council

ATTEST:



City Clerk City of East Palo Alto

Date 1/9/01

## EXHIBIT A

# AGREEMENT BETWEEN COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO FOR LAW ENFORCEMENT AND COMMUNICATIONS SERVICES

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### A. SCOPE OF LAW ENFORCEMENT SERVICES TO BE PROVIDED BY COUNTY.

#### 1 Investigation Services.

- (a) Sheriff will assign one (1) detective sergeant who will supervise criminal investigation for the Police Department. Additionally Sheriff will assign three (3) detectives for major crime investigations, two (2) detectives for general crime investigations two (2) detectives for domestic violence and sex crime investigations and one (1) detective for juvenile crime investigations. On a case-by-case basis, supplemental investigative support for major crimes may be provided by other Sheriff's investigation personnel, if a need for same is determined by the Sheriff
- (b) Sheriff agrees to work collaboratively with the Chief of Police of City in the assignment of and changes in personnel within the Investigative Services Unit. Personnel assignments will be reviewed with Chief for approval except in the event of emergency response situations.
- (c) The Investigations Sergeant will receive operational direction from Chief of Police Wes Bowling throughout his duration of office.

#### 2 Crime Suppression Team

- (a) Sheriff will assign one (1) sergeant and four (4) deputies to form a Crime Suppression Team which will work in collaboration with the Chief of Police of City to identify and target intensive enforcement activities for the suppression of gang-related criminal activities and associated violent street crimes. Activities will include surveillance; identification of gang members; criminal methods and territories; discussion with local business and residential groups in at-risk areas; interrogation of suspects; evidence gathering; arrests; follow-up support; and other related activities as determined to be necessary by the Chief of Policy of City
- (b) Crime Suppression officers will work forty (40) hours per week on a

modified schedule designed to maximize staffing during the hours of greatest criminal activity. Determination of the appropriate schedule shall be made collaboratively between the Sheriff and the Chief of Police of City.

- (c) Sheriff agrees to work collaboratively with the Chief of Police of City in the assignment of and changes in personnel in the Crime Suppression Team. Personnel assignments will be reviewed with Chief for approval, except in the event of emergency response situations.
  - (d) The Crime Suppression Team Sergeant will receive operational direction from Chief of Police Wes Bowling throughout his duration of office.
3. Community Policing Services Option. At City's discretion, Sheriff will work collaboratively with the Chief of Police of City to evaluate ongoing staffing workload and scheduling requirements of the Crime Suppression Team, along with crime patterns and trends, and community service needs within the City to determine if one or more already assigned officers within the Crime Suppression Team can be reassigned to serve as Community Policing Officers for City. If said re-assignment appears practical and desirable, Sheriff and City Chief of Police agree to work collaboratively on the particulars of said assignment, including field procedures and protocols, selection and term of officers, beat areas, coordination with existing City police services, reporting protocols, service evaluation criteria, conceptual presentation to City Council, and all other related or necessary matters, so that this service option can be effectively implemented. County and City agree that this re-assignment option, if implemented, shall not change the total number of officers assigned to City under Sections A-1 and A-2 of this Agreement.

## **B. SELECTION OF PERSONNEL**

The selection of the personnel to provide the services described in this Agreement and the supervision and control of such personnel shall be exercised by the Sheriff or under his discretion. The Sheriff shall notify City of changes in the personnel who provide the law enforcement services mentioned herein.

## **C. REPORTS**

The Sheriff shall report regularly to City Council all violations of law within its borders coming to his attention.

## **D. UNIFORMS**



The officers performing the law enforcement services described herein shall be in the prescribed uniform of the San Mateo County Sheriff during the performance of their duties

**E. PENSION RIGHTS**

No pension rights of City or County employees will be affected by this Agreement

**F. MAINTENANCE OF EFFORT**

City agrees it will continue to provide local funding for Public Safety at the same or a higher proportionate local funding level than it has in Fiscal Year 2000-01 during the term of this Agreement

**G. ADMINISTRATIVE COORDINATION**

The Sheriff shall designate a management representative as liaison with the Chief of Police of City with respect to services provided under this Agreement. Said representative shall maintain regular communications said Chief and his command staff by phone and in person, to ensure the effective delivery of services provided under this Agreement and shall be available to meet with said Chief and/or his command staff as required Said representative will also regularly communicate with Sheriff's personnel assigned under this Agreement to help ensure the proper allocation of resources and prompt resolution of emergent issues. It is agreed by both parties that there will be a mutual and free exchange of reports and memoranda which concern services provided by the Sheriff to the City upon City's request to discuss particular issues as may arise relating to this Agreement or the services provided therein

## EXHIBIT B

# AGREEMENT BETWEEN COUNTY OF SAN MATEO AND THE CITY OF EAST PALO ALTO FOR LAW ENFORCEMENT AND COMMUNICATIONS SERVICES

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### A. DESCRIPTION OF COMMUNICATIONS SERVICES TO BE PROVIDED

#### 1. County Obligations

- (a) The County shall provide the East Palo Alto Police Department with telephone answering personnel notification, and equipment dispatching including automated status keeping, and associated activity reports and injuries. The County shall not be responsible for answering any East Palo Alto Police non-emergency administrative telephones. The County shall provide the East Palo Alto Police Department with notification/call-alert by activating digital pager equipment. The County's Computer Aided Dispatch (CAD) equipment will be accessed upon receipt of a call for service, whereby the call information will be transmitted via CAD to the digital pager which is in-turn assigned to the appropriate field unit(s).
- (b) The County shall provide East Palo Alto with the aforementioned services twenty four (24) hours a day, three hundred sixty-five (365) days per year
- (c) The County shall ensure that law enforcement dispatchers have attended a minimum of twenty-four (24) hours every twenty-four (24) months of law enforcement training in order to remain proficient and capable of providing services that meet or exceed the needs and standards of the division.
- (d) The County shall provide and City shall have direct access to SMARTS twenty-four (24) hours a day three hundred sixty-five (365) days a year. This access will provide information from NLETS (National Law Enforcement Telecommunications Systems) CLETS (California Law Enforcement Telecommunications System), PIN (Police Information Network) CJIS (Criminal Justice Information System) and networks associated to DMV (Department of Motor Vehicles) CHS (Criminal History System) access will not be available to City through this Agreement. This access is for the dispatch function only not for the purposes of the Police Department's records and/or administrative purposes

2. In providing Communications Service, County shall
- (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 East Palo Alto Police Department'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 East Palo Alto mobile and portable cities on the frequencies designated by the Department
  - (d) Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to East Palo Alto Police related radio and telephone incidents. All radio frequencies or telephone lines used for East Palo Alto Police business in the Communications Center operation (not Administrative Officers) 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 regulation of the State of California 9-1-1 Program should the Center's 9-1-1 system fail.
  - (f) The geographic file of the East Palo Alto Police response areas needed for CAD will be jointly maintained by the County and East Palo Alto Police Department
  - (g) Update wants and warrants after established business hours via the automated computer system in accordance to state, local, and departmental policy
  - (h) Host periodic liaison meetings that include line supervisors and/or management representatives of each agency 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.
  - (j) Attempt to accommodate the East Palo Alto Police Department with communications/dispatch services that necessitate additional communications center staffing above and beyond the designated staffing of one (1) twenty-four (24) hour console without incurring significant

expenditure in overtime costs

- (k) Provide a general business telephone number that can be used for official business of the East Palo Alto Police personnel in order to communicate directly with the designated police dispatcher.
- (l) Provide and maintain CAD equipment within the Communications Center to effect digital pager activation from the Communications Center to City police field units.

3 The East Palo Alto Police Department Shall

- (a) Provide at its own facility, personnel to answer and coordinate incoming business and other non-emergency calls East Palo Alto will provide a recording for its business telephone lines which will inform callers that emergency calls should be directed to 9-1-1 and non-emergency business calls should be made on the following business day.
  - (b) Require its officers to respond to the East Palo Alto Police station upon request of the County Communications Center to reference original case files and other hard copy documents for purposes of vehicle release recovered property hits and other case-related incidents
  - (c) Insure that its officers learn and comply with established procedures with regard to the communications operation regardless of whether an official written document of said procedure exists or its simply an understood practice.
  - (d) Procure and pay invoiced pager rental/maintenance fees not to exceed a maximum of \$18.00 per pager per month. East Palo Alto Police Department will rent as many pagers as they feel necessary to endure efficient notification/calls for service.
- 4 East Palo supervisory personnel in Patrol and Investigations (sergeants) will hold the same authority over a CRO as is currently in effect for the County Sergeants in the event of conflicting policies, procedures and other patrol/dispatch related matters between the two agencies or between the supervisory personnel of the two agencies the ranking supervisory person at the City on-duty at the time of the conflict shall have the overriding voice. Dispatch Center manager shall enjoy a direct line of communication with designated East Palo Alto Parol Commander and supervisory personnel in matters of radio traffic manner and procedures intra-personnel relationships and other CRO/police officer and communications procedure matters.

- 5 Maintain all necessary telephone lines for digital/computer communications between the County and the East Palo Alto Police Department
- 6 East Palo Alto Police Department shall ensure that the radio equipment is operating in an acceptable manner that is free from static squelch and interference.
- 7 Shall give the County at least thirty (30) days notice of any operations changes that affect its response

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