

**AGREEMENT
BETWEEN COUNTY OF SAN MATEO
AND SAN MATEO COUNTY TRANSIT DISTRICT FOR LAW
ENFORCEMENT AND COMMUNICATION SERVICES**

This Agreement entered this _____ of _____ 2001, by and between the **SAN MATEO COUNTY TRANSIT DISTRICT**, a public agency acting on its own behalf and on behalf of the Peninsula Corridor Joint Powers Board, hereinafter referred to alternatively as "SamTrans" and the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, hereinafter referred to alternatively as "County" and/or "Sheriff".

WITNESSETH:

WHEREAS, SamTrans is the managing agency responsible for administration and contract oversight of rail operations for the Peninsula Corridor Joint Powers Board, and

WHEREAS, in contracting for law enforcement services, SamTrans is acting on its own behalf and on behalf of the Peninsula Corridor Joint Powers Board; and

WHEREAS, it is necessary and desirable that County and SamTrans contract for the performance of Sheriff's Office law enforcement services for and on behalf of SamTrans and the Peninsula Corridor Joint Powers Board; and

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

1. **Services performed by County.** County shall provide law enforcement and communication services to SamTrans. The types of services to be provided are described in "Exhibit A" and "Exhibit A-1" attached hereto and incorporated into the Agreement by this reference, but the services to be provided are not limited to these categories.

Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by the Sheriff's Office. The County has the authority to provide law enforcement services within the County of San Mateo, County of Santa Clara and the City and County of San Francisco.

For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to maintain the level of service to be rendered hereunder.

The scope and level of service provided to SamTrans may be increased after June 30, 2002 at the request of SamTrans consistent with the County's ability to provide additional services, and will be rendered based on the rates set forth in the calculation agreed to and attached hereto and incorporated into the Agreement by this reference as "Exhibit B. Additionally, SamTrans may decrease the level of service provided by the County. If SamTrans increase or decreases the level of service provided by the County, the fiscal obligation and the fixed quarterly payments set forth in Paragraph 3 of this Agreement shall be adjusted accordingly. If feasible, County will implement an increase or decrease in service within 90 days of SamTrans' request.

This Agreement may be modified only by the execution of a written amendment.

2. Payments. SamTrans shall pay County for services set forth in the calculation agreed to and attached hereto as "Exhibit B", with the first year reflecting a reduced amount for the first quarter in recognition of the deferred starting date of two Deputies.

In any event, total payment obligations by SamTrans to County under this Agreement for law enforcement services will not exceed \$2,254,088 for the three-year term, and for communication services will not exceed \$33,132 for the first six-month period from January 1, 2002 through July 31, 2002.

3. Charges for Law Enforcement Services.

- A. Total Charges for 2001-02 are \$682,925 to be paid in the amount of \$126,803.75 for the first start-up quarter, on March 31, 2002; increasing to \$185,373.75 for remaining quarters to be paid on June 30, 2002, September 30, 2002 and December 31, 2002.
- B. Total charges for 2002-03 are \$769,916 to be paid at a fixed quarterly rate of \$192,479 on March 31, 2003; June 30, 2003; September 30, 2003 and December 31, 2003.
- C. Total charges for 2003-04 are \$801,247 to be paid at a fixed quarterly rate of \$200,311.75 on March 31, 2004; June 30, 2004; September 30, 2004 and December 31, 2004.

- 3.1 Charges for Communication Services.

Total charges for the six-month period from January 1, 2002 through July 31, 2002 is \$33,132, plus the cost of the pagers described below in Section 3.2, to be paid in full on July 31, 2002.

- 3.2 Pagers. Current cost of alpha-numeric pagers is \$10.00 per device, per month. SamTrans may rent as many pagers as SamTrans deems necessary to ensure efficient notification/calls for service, and will be separately invoiced by County for pagers on a quarterly basis. SamTrans shall pay County the amount of \$10.00 per month, per pager rented, after July 31, 2002 if the term of the communication services is extended beyond six months. SamTrans 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 SamTrans pay an amount in excess of \$18.00 per pager, per month. Cost is not included within the total compensation for services under Exhibit B, as stated in Paragraph (A), (B), and (C) above. It is agreed by the parties that future cost increases in pager rental/maintenance above the current \$10.00 per pager, per month, or an increase in the monthly number of total pagers rented, shall be considered to modify the maximum payment limits set forth in Paragraph 2 above, by the specific amount of said increase in pager costs.

4. Relationship of the Parties. It is expressly understood that this is an Agreement by and between two (2) Independent Contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both SamTrans and County is to create an independent contractor relationship.

5. Hold Harmless.

- A. SamTrans shall indemnify and hold harmless County from and against all actions which in any way arise out of, result from, or are connected in any way with SamTrans' negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of County.

- B. County shall indemnify and hold harmless SamTrans from and against any and all actions which in any way arise out of, result from, or are connected in any way with the County's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of SamTrans.
 - C. If an action arises out of the concurrent negligence of SamTrans and County, then liability for any damage in that action shall be apportioned between SamTrans and County in accordance with the California law of comparative negligence, with each party to bear the cost and responsibility of defending itself, and its agents, and employees.
 - D. As used in this section, "County" means the County, its officers, agents, employees and servants.
 - E. As used in this section, "SamTrans" means the San Mateo County Transit District, the Peninsula Corridor Joint Powers Board, and their respective officers, agents, employees and servants.
 - F. As used in this section, "actions" means 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 SamTrans and County, or damage to property of any kind whatsoever and to whomsoever belonging.
6. **Insurance.** The work shall not commence under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance, self-insurance or a combination thereof has been approved by the County and SamTrans. Each party shall use diligence to obtain such issuance and to obtain such approval. Each party shall furnish the other party with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending each party's coverage to include the contractual liability assumed by it pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to SamTrans, the Sheriff's Office and County 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.** SamTrans and the County 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, SamTrans and the County certify, as required by Section 1861 of the California Labor Code, that it is 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 SamTrans and the County will comply with such provisions before commencing the performance of the work of this Agreement.
 - B. **Liability Insurance.** SamTrans and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance, self insurance or a combination thereof as shall protect him/her 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 SamTrans' and County's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance, self insurance or a

combination thereof shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified on the following page.

Such insurance shall include:

- | | | |
|-----|-----------------------------------|---------------------|
| (1) | Comprehensive General Liability | <u>\$ 1,000,000</u> |
| (2) | Motor Vehicle Liability Insurance | <u>\$ 1,000,000</u> |

SamTrans, the Peninsula Corridor Joint Powers Board, County and their respective officers, agents, employees and servants shall be named as additional insured on the others' such policies of insurance, which shall also contain a provision that the insurance, self insurance or a combination thereof afforded thereby to the other party, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the other party or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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, self insurance or a combination thereof will be diminished or canceled, the County of San Mateo or SamTrans, 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.

7. Non-discrimination. No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. County shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

With respect to the provision of employee benefits, County shall comply with the requirements of the State of California, which prohibits County from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

8. 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 SamTrans' 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.

SamTrans 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.

9. Interpretation and Enforcement.

A. 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:

- 1) In the case of County, to:

San Mateo County Sheriff's Office
Don Horsley, Sheriff
400 County Center
Redwood City, CA 94063

Or to such person or address as County may, from time to time furnish to SamTrans.

2) In the case of SamTrans, to:

General Manager
San Mateo County Transit District
1250 San Carlos Avenue
San Carlos, CA 94070

B. 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.

10. Merger Clause. This Agreement, including Exhibits A, A-1 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. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A, A-1, and B attached hereto, the terms, conditions or specifications set forth in this Agreement shall prevail over the exhibits.

11. Term and Termination. Subject to compliance with the terms and conditions of this Agreement:

A. The term of this Agreement is from January 1, 2002 to December 31, 2004. As of the date of the execution of this agreement, it is expected and agreed that the law enforcement services described herein will be provided for the entire term of the agreement, and that the communication services described herein shall be provided from January 1, 2002 to July 31, 2002. However, the term of the agreement or the duration of either the law enforcement component or the communication component may be amended by mutual agreement of the parties, at which time the payment provisions will be amended to correspond to the amended term.

B. This Agreement for law enforcement and communication services in whole or in part (i.e. for law enforcement or communication services) may be terminated by SamTrans, County, Sheriff and/or his designee at any time upon ninety (90) days written notice to the other party.

12. Severability Clause. Should any provision of this Agreement be unenforceable, those provisions shall be considered severable, and the remaining provisions shall remain in effect.

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

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

By: _____
Michael D. Nevin, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of the Board of Supervisors, County of San Mateo

Date: _____

SAN MATEO COUNTY TRANSIT DISTRICT

By: *M. J. Brando*

Title: GENERAL MANAGER

Date: JAN 11 2001

Tax I.D. Number: 94.2325976

Approved As To Form:

[Signature]
Attorney for SamTrans

**EXHIBIT A - LAW ENFORCEMENT
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND SAN MATEO COUNTY TRANSIT DISTRICT**

1. Scope of Law Enforcement Services to be Provided By County Specific To Bus Operations.

A. Collisions involving SamTrans vehicles.

- 1) When requested by SamTrans, respond to reports of collisions involving SamTrans buses and other District vehicles, especially those involving injuries or other special circumstances.
- 2) As needed, take reports to assist in SamTrans internal investigation, determination of preventability, and primary cause.
 - (a) Act as liaison with police agency in whose jurisdiction the collision took place
 - (b) Obtain witness statements
 - (c) Perform fact-finding duties
 - (d) Take photos of accident scenes

B. Police Assistance Calls.

- 1) Respond to any dispatched calls for assistance on a SamTrans bus, bus route, or SamTrans facilities, where Bus Supervisor cannot handle solely.
 - (a) Remove disruptive, drinking, or intoxicated passengers
 - (b) Deal with fare evasion, fraudulent bus passes, false currency or coins
 - (c) Investigate assault and/or battery, and other types of incidents involving SamTrans' employees and/or patrons.

C. Traffic violations/safety of bus commuters.

- 1) Address public safety issues
- 2) Observe violations, and write citations as appropriate

D. Bus Riding. Assigned Sheriff's personnel on a regular basis will perform undercover surveillance and high visibility uniformed patrol details to deter criminal activities and provide a safe environment for SamTrans' patrons.

E. Revenue Room.

- 1) Periodically ride with SamTrans staff or shadow them as they make money transfers, and will do so unannounced at Sheriff's discretion.
- 2) Perform unannounced spot checks during times when money counting is in progress.
- 3) Conduct detailed investigations of any concerns that arise related to loss of revenue, either from the Revenue Room, or from buses during their runs.
- 4) Work with the Sheriff's SWAT Team and local police departments to develop a plan for emergency response in the event of a robbery-type incident.

F. Closed Circuit Television (CCTV) – SamTrans North Base (North Access Road, South San Francisco), South Base (Pico Blvd., San Carlos) Contract Urban Bus Facility (MV Office, Redwood City) Administrative Office on San Carlos Avenue, in San Carlos, and other future locations.

- 1) Work with the guard service selected by SamTrans and SamTrans' Chief of Protective Services on investigating and responding to any District alarms and analyzing CCTV live and stored video images.
2. Scope of Law Enforcement Services to be Provided By County Specific To Rail Operations.
- A. Train Collisions. Respond to reports of grade crossing collisions and rail collision investigations.
 - B. Rail Policing.
 - 1) When requested by Peninsula Corridor Joint Powers Board ("Caltrain"), assist Amtrak Police with law enforcement issues and concerns in addition to the service that is currently provided by Amtrak Police.
 - 2) Respond to any dispatched calls for assistance on a Caltrain train, train route, or Caltrain facilities, where train crew cannot handle solely.
 - (a) Remove disruptive or intoxicated passengers.
 - (b) Deal with fare evasion, fraudulent train passes, false currency or coins.
 - (c) Investigate assault and/or battery, and other types of incidents involving Caltrain's employees and/or patrons.
 - C. Trespassing and Railroad Fatalities.
 - 1) Address public safety issues
 - 2) Observe violations, and write citations as appropriate
 - D. Train Riding. Assigned Sheriff's personnel on a regular basis will perform undercover surveillance and high visibility uniformed patrol details to deter criminal activities and provide a safe environment for Caltrain's patrons.
 - E. TVM Monitoring – CalTrain Central Administrative Office on San Carlos Avenue, in San Carlos.
 - 1) Work with the guard service selected by Caltrain on responding to any District alarms while they are on duty.
3. General Law Enforcement Duties to be Provided by County. The primary objective is the protection of passengers, bus and train operators, SamTrans and Caltrain property, and all employees of SamTrans. In addition to the services set forth above, duties to be performed as directed by SamTrans' Chief of Protective Services, SamTrans' Risk Manager, and/or Sheriff's designee include but are not limited to the following:
- A. Uniformed as well as plainclothes, undercover assignments relative to SamTrans and Caltrain operations.
 - B. Work with police agencies in other cities/counties relative to SamTrans and Caltrain activities.
 - C. Work with District Attorney's Offices in the prosecution of criminal cases within SamTrans and Caltrain jurisdictions.
 - D. Work with the Coroner's Office of all three counties relative incidents involving deaths.
 - E. Participate in SamTrans bus safety and Caltrain rail safety, crime prevention, and traffic safety programs.
 - F. Attend meetings related to law enforcement issues and services.

- G. Work with SamTrans staff and SamTrans contractors, as needed, on all matters associated with law enforcement, training others as to the scope of law enforcement duties, being trained as to how others do their jobs and may need law enforcement assistance.
 - H. During the course and scope of assigned duties, the assigned Deputies will observe and/or be informed of issues and concerns that might require law enforcement services. When such circumstances and opportunities present themselves, the staff assigned to this contract will take the initiative to assess the scope of the issue(s), develop a plan, and present the issues and plan of action to the supervisor of the contract(s) and SamTrans' Chief of Protective Services.
 - I. Be available to work in and respond to calls for law enforcement services as described in this Agreement in the counties of San Francisco, San Mateo, and Santa Clara.
 - J. Perform other duties and responsibilities as required by SamTrans' Chief of Protective Services and/or Sheriff's designee.
 - K. Sheriff's Office will be responsible for maintaining all original investigative case files and other hard copy documents including vehicle releases, recovered property "hits" and other case-related incidents generated by personnel assigned to this contract. All case files pertaining to services provided under this Agreement shall be made available to SamTrans upon request.

Files will be retained in accordance with the San Mateo County document retention schedule.
 - L. Sheriff's Office will be responsible for maintaining all property and evidence from cases generated by personnel assigned to this contract. All property/evidence will be disposed of in compliance with the current federal and state laws, and County ordinance applicable.
 - M. SamTrans, Caltrain and San Mateo County Transportation Authority meetings.
 - 1) When requested by Chief of Protective Services, attend Board meetings at the District Headquarters office in San Carlos.
 - 2) Handle disruptive people or groups, escort person(s) out of the building, and/or make an arrest, as appropriate.
3. Pension Rights. No pension rights of SamTrans or County employees will be affected by this Agreement.
4. Administrative Coordination. The Sheriff shall designate a management representative as liaison with SamTrans' Chief of Protective Services, with respect to services provided under this Agreement. Said representative shall maintain regular communications with SamTrans' Chief of Protective Services and his staff, by phone and in person, to ensure the effective delivery of services provided under this Agreement, and shall be available to meet with the Chief and/or his staff as required. The Sheriff's designee 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 SamTrans, upon SamTrans request, to discuss particular issues as may arise relating to this Agreement, or the services provided therein.
5. Selection and Replacement of Personnel. The selection of the personnel to provide the law enforcement services mentioned herein and the supervision and control of such personnel

shall be exercised by the Sheriff and/or under his direction. The Sheriff and/or his designee shall notify SamTrans of changes in the personnel who provide the law enforcement service mention herein. If SamTrans is not satisfied with the performance of County personnel assigned to this Agreement, SamTrans may notify County. County shall evaluate SamTrans' concerns and consider making personnel changes as may be appropriate.

The Sheriff and/or his designee agree to work collaboratively with SamTrans' Chief of Protective Services in assignment of and changes in personnel. Personnel assignments will be reviewed with SamTrans' Chief of Protective Services for approval, except in the event of emergency response situations.

Replacement of absent personnel under this Agreement shall be provided by the Sheriff within 30 days in accordance with established Sheriff's Office Standards of Practice.

6. Personnel and Supervision. Effective January 1, 2002 the Sheriff shall assign one (1) Detective Sergeant, one (1) Detective, and two (2) Deputies to SamTrans. Effective April 1, 2002 the Sheriff shall assign an additional two (2) Deputies bringing the total Sheriff's personnel assigned to SamTrans to six (6). The Captain of the Sheriff's Office Operations Division or the Sheriff's designee shall oversee all employees of the Sheriff's Office assigned to SamTrans.
7. Training Requirements. The Sheriff's Office agrees to provide all necessary and mandatory training required to ensure that the individual assigned complies with all state and agency mandated training. SamTrans agrees to allow the assigned individual adequate time to participate in this mandatory training. SamTrans also agrees to provide training for assignments that are specific to their needs.
8. Local Control. The Sheriff shall, in cooperation with SamTrans, plan, schedule, staff, organize, implement and manage law enforcement service for SamTrans and help SamTrans establish and maintain appropriate standards.

Law enforcement personnel assigned under this contract will be responsible for adhering to all policies and procedures promulgated by the Sheriff. SamTrans' Chief of Protective Services or designated representative shall have the general duty and responsibility of providing to the assigned Sheriff's designee general policies specific to the furnishing of law enforcement services to SamTrans but not contradictory to those of the Sheriff.

The Sheriff and/or his designee shall have the general flexibility to assign specific duties and responsibilities to personnel assigned to SamTrans as necessary to achieve policing standards of SamTrans, and may from time to time change duties and responsibilities of specific officers as requested by SamTrans.

9. Reports. The Sheriff and/or his designee shall report regularly to SamTrans' Chief of Protective Services all activities related to SamTrans assignment, including, but not limited to, the services provided by County, assignments of personnel, and areas for improved law enforcement measures.
10. Uniforms & Insignia. Except for undercover and plainclothes services provided under this Agreement, the officers performing such law enforcement services as herein provided shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties. Similarly, patrol vehicles used by personnel assigned to provision of services under this Agreement shall bear the markings and insignia of the Sheriff's Office. If SamTrans should desire any customization of uniforms or insignia relative to services provided, SamTrans shall negotiate with Sheriff the cost of modification to uniforms and/or insignia. The Sheriff reserves the right to deny or reject requests for modifications by SamTrans.

**EXHIBIT A-1 - COMMUNICATION SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND SAN MATEO COUNTY TRANSIT DISTRICT**

These public safety communication services are intended as a trial service plan to determine the level and extent of communications services required by SamTrans (which for purposes of this Exhibit A-1 includes the Peninsula Corridor Joint Powers Board). After the six-month term (January 1, 2002 through July 31, 2002), it is the intent that County and SamTrans will review future service requirements and may negotiate an amendment to the Agreement.

1. Description of Public Safety Communications Services to be Provided.

A. County Obligations.

- (1) County shall provide SamTrans with emergency telephone answering, personnel notification, and equipment dispatching, including automated status keeping, and associated activity reports and inquiries. The County shall not be responsible for answering any SamTrans non-emergency, administrative telephones. The County shall provide SamTrans with notification/call-alert by activating digital pager equipment. The County's Computer Aided Dispatch (CAD)¹ 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). Calls will also be dispatched via radio system². In areas not covered by the CAD equipment or radio system, communication services will be provided by the digital pager equipment and cellular phones. County and SamTrans shall coordinate implementation of a consolidated communication system.
- (2) County shall provide SamTrans and its contracted law enforcement officers (currently Amtrak and County) with the aforementioned services twenty-four (24) hours a day, one hundred eighty-two days (6 months).
- (3) County shall ensure that public safety communications 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 County Communications Division.
- (4) County shall provide and SamTrans 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 from dispatch center. At no additional cost to SamTrans, County shall install and maintain one CLETS terminal at a location specified by SamTrans that shall enable SamTrans to access "SMARTS."

¹ CAD operates within the borders of San Mateo County only.

² Calls may or may not be received by portable radios due to limited range radio signals.

County shall obtain all necessary rights and approvals necessary, if any, authorizing SamTrans to access and use "SMARTS."

B. In Providing Public Safety Communication Services, County Shall:

- (1) Provide working space and facilities overhead costs at the County facility for the personnel and equipment described in this Agreement.
- (2) Research and identify CAD enhancements and programming, assess workload and design systems that would provide 9-1-1 services to SamTrans sites.
- (3) Provide SamTrans with five (5) portable radios to be used at their discretion.
- (4) Provide and maintain radio console equipment within the County Communications Center to the portable radios provided by County to SamTrans, on the frequencies designated by the Department, within existing radio range.
- (5) Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to SamTrans related radio and telephone incidents. All radio frequencies or telephone lines used for SamTrans business in the Communications Center operation (not Administrative Officers) shall be recorded.
- (6) 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.
- (7) The geographic file of SamTrans areas needed for CAD will be jointly developed and maintained by the County and SamTrans. It shall be noted that the PSC CAD has only verified addresses/locations and coordinates for those areas in San Mateo County.
- (8) Update wants and warrants after established business hours via the automated computer system in accordance to state, local, and departmental policy.
- (9) Host periodic liaison meetings that include line supervisors and/or management representatives of each agency in order to decide issues of mutual interest.
- (10) Ensure that the existing CAD System accurately reflects the operation of SamTrans in San Mateo County.
- (11) Attempt to accommodate SamTrans with public safety communications/dispatch services that necessitate additional public safety communications center staffing above and beyond the designated staffing of one (1) twenty-four (24) hour console, without incurring significant expenditure in overtime costs.
- (12) Provide a general business telephone number that can be used for official business of SamTrans personnel in order to communicate directly with the designated police dispatcher.

- (13) Provide and maintain CAD equipment within the Communications Center to effect digital pager activation from the Communications Center to SamTran's field units.

3. SamTrans Obligations:

- A. Provide at its' own facility, personnel to answer and coordinate incoming business and other non-emergency calls; SamTrans 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. Insure that its' officers learn and comply with established procedures with regard to the public safety communications operation, regardless of whether an official written document of said procedure exists or its simply an understood practice.
- C. Procure and pay invoiced pager rental/maintenance fees not to exceed a maximum of \$18.00 per pager, per month. SamTrans will rent as many pagers as they feel necessary to ensure efficient notification/calls for service.
- D. Dispatch Center manager shall enjoy a direct line of communication with SamTrans' Chief of Protective Services in matters of radio traffic manner and procedures, intra-personal relationships and public safety communications procedure matters.
- E. Maintain all necessary telephone lines for digital/computer communications between the County and SamTrans.
- F. Shall give the County at least thirty (30) days notice of any operations changes that affect its' response.

EXHIBIT B

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SAMTRANS - PROPOSED INITIAL BUDGET FY 2001-2002 (PLUS FY 2002-2003 FY 2003-2004)

Description	Employee	Intern/Adv	Employee	Uniform	Experience	Shift/Sp Duty	Repl. Cost	TOTAL COST	TOTAL COST	TOTAL COST
	Salaries	POST Pay	Benefits	Allowance	Pay	Avg As Appl	Case/Invest. O/T	FY 2001-2002	FY 2002-2003	FY 2003-2004
Personnel Cost										
Permanent Positions										
Sheriff's Detective Sergeant (x1)	\$79,328	\$3,968	\$37,482	\$650	\$2,499	\$4,781	\$3,199	\$131,903	\$137,179	\$142,666
Sheriff's Detective (x1)	\$69,029	\$1,728	\$28,302	\$650	\$1,415	\$4,061	\$3,729	\$108,912	\$113,268	\$117,799
Deputies (x4)	\$274,176	\$6,528	\$112,280	\$2,600	\$5,616	\$8,056	\$29,832	\$439,088	\$456,652	\$474,918
								\$679,903	\$707,099	\$735,383
Operating Budget										
Detective Vehicles (x2) per mile chg.	2 vehicles @ 10,000 miles per annum = 20000 miles @ \$0.42 (+ approx 4% incr. each year thereafter)							\$8,400	\$8,736	\$9,065
Annual Repl. Cost (Detective Care)	2 vehicles @ \$2,508 1st year (+ approx. 4% increase annually thereafter)							\$5,016	\$5,217	\$5,425
Patrol Vehicles - Per Mile Charge	2 Vehicle @ 10,000 miles per annum = 20,000 miles x \$0.47 (+ approx 4% incr. Each year thereafter)							\$9,400	\$9,776	\$10,167
Annual Repl. Cost (Patrol Care)	2 vehicle @ \$10,788 1st year (+ approx. 4% increase annually thereafter)							\$21,576	\$22,439	\$23,337
Safety Equipment Maint. & Replcmt								\$7,500	\$7,000	\$7,000
Cell Phones and Monthly charges								\$6,500	\$6,000	\$6,500
Office Supplies								\$1,000	\$1,000	\$1,200
Other Misc. Expenses								\$700	\$650	\$650
Administrative Expenses								\$1,500	\$2,000	\$2,500
Total Operating Expenses								\$61,892	\$62,818	\$66,864
Total Gross Expenses								\$741,495	\$769,916	\$801,247
REVENUE										
CONTRACT										
(+ approximately 4 percent increase in subsequent years)										
								\$741,495	\$769,916	\$801,247
Total Revenue								\$741,495	\$769,916	\$801,247
Net Difference +/-								\$0	\$0	\$0
<p>Explanation Notes</p> <p>1) Projected staff cost for FY2002-2003 and FY2003-2004 has been increased by approx. 4.0% based on the assumption that the negotiated salary and Benefit increases will be at this rate.</p> <p>2) Vehicle allocation is based on the officers needs. The Detective and The Detective Sergeant each will get a car. A car will be provided for every two deputies. Any additional car will be shared by a maximum of two duties. If only one deputy is added then a car will be required.</p> <p>3) The actual cost of additional deputies will depend on when they are assigned to the contract. The cost will be prorated on this basis.</p>										

EXHIBIT B

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SAMTRANS - PROPOSED BUDGET FOR OPTIONAL ADDITIONAL CONTRACT SERVICES

Description	Employee		Repl. Cost	Total Personnel	Vehicle				Operating Expenses		Total Operating	TOTAL COST
	Salaries	Benefits	Case/Invest. O/T	Cost	Unmarked		Marked		Safety Equip./	Administrative	Cost	
					Mileage	Replacement	Mileage	Replacement	Office supplies	Expenses		
Personnel Cost Permanent Positions												
Sheriff's Detective Sergeant	\$80,109	\$38,132	\$3,199	\$121,440	\$4,200	\$2,508			\$2,500	\$400	\$2,900	\$141,048
Sheriff's Sergeant	\$83,613	\$37,784	\$6,397	\$127,794			\$4,700	\$10,788	\$2,500	\$400	\$2,900	\$146,182
Sheriff's Detective	\$76,291	\$28,952	\$3,729	\$108,912	\$4,200	\$2,508			\$2,500	\$400	\$2,900	\$118,620
1st Deputy	\$70,130	\$28,908	\$7,458	\$106,496			\$4,700	\$10,788	\$2,500	\$400	\$2,900	\$124,684
2nd Deputy	\$70,130	\$28,908	\$7,458	\$106,496			\$0	\$0	\$2,500	\$400	\$2,900	\$109,396
Explanation Notes												
The cost of each additional personnel per annum will be as follows:												
	Personnel	Vehicle	Other operating Exp.									
* Detective Sergeant	\$131,440	\$9,708	\$2,900									
* Sheriff's Sergeant	\$127,794	\$15,488	\$2,900									
* Detective = \$117,799	\$108,912	\$9,708	\$2,900									
* 1st Deputy	\$106,496	\$15,488	\$2,900									
* 2nd Deputy	\$106,496	\$0	\$2,900									
<p>Note: The 1st deputy will have a patrol vehicle assigned and the second deputy will share this vehicle. There will be no additional vehicle expense for the 2nd deputy.</p> <p>For each additional deputy there will be a vehicle assigned and each 2nd deputy will share the vehicle. Please see the cost for each of the 1st and second deputies separately as listed above.</p> <p>Please note that these are just estimates. Actual cost will be determined at time of additions and the prevailing union negotiated rates applicable.</p>												