

SAN MATEO COUNTY AGREEMENT NO. \_\_\_\_\_

AGREEMENT FOR COMMUNICATIONS SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the COUNTY OF SAN MATEO a political subdivision of the State of California, hereinafter called "County" and the CITY OF HALF MOON BAY, a municipal corporation, hereinafter called "City."

W I T N E S S E T H

WHEREAS, Section 51350 of the California Government Code, authorizes a County which provides services to any City pursuant to contract to charge the City all costs which are incurred in providing such services; and

WHEREAS, City has requested County to provide communications services to City on a 24 hour a day, seven day a week basis; and

WHEREAS, County is willing to provide such services provided that City reimburses County for all costs incurred in providing such services as specified herein; and

WHEREAS, it is necessary and desirable that the parties enter into this Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties hereto as follows:

1. County Obligations. In consideration of payments to be made, the County shall provide to the City the communication services set forth in Exhibit A, which is attached hereto and incorporated herein.
2. City Obligations
  - (a) During the term of this Agreement, the City shall satisfy and/or maintain the requirements set forth in Exhibit B, which is attached hereto and incorporated herein.
  - (b) The County will provide City with 60 days notice of any proposed processes for change that would require in-depth County operational or technical changes.
  - (c) Additional equipment desired by the City to enhance the base dispatch system, that is solely for the use of the City operation (Automatic Vehicle Locators, Records Management System, etc.) shall be purchased, installed, maintained, and owned by the City, unless otherwise mutually agreed to by the parties prior to purchase.

Furthermore, mutual agreement between the County and City must be in place in order to install, test, train and implement and operate such equipment into the Communications Center and/or if there is a CAD interface that is required.

3. Contract Term. The term of this Agreement shall be July 1, 2004 through June 30, 2006, subject to the termination by either party, as stated below, with 180 days written notice. This contract shall be automatically renewed for one additional two-year term if no such notice is given, extending the term to June 30, 2008. If the contract is terminated, notification must be given in the month of December to be effective 180 days later in the month of June.

4. Payments. In consideration of the communications services, City shall make the following annual payments to County:

FY 2004-05 \$179,349 (reflecting a 3% increase from \$175,921 in FY 2003-04)

FY 2005-06 \$185,413 (reflecting a 4% increase from \$179,349 in FY 2004-05).

Contract cost increases are commensurate with labor's negotiated cost of living and/or equity increases and will be re-negotiated in summer 2006.

a) If the contract is renewed for an additional two year term pursuant to paragraph 3 above, increases equal to the negotiated cost of living and/or equity increases will be applied, with the FY 2005-06 amount stated above serving as the base amount. Increases will be communicated to the City once they are established.

b) City will pay costs associated with pager rental, replacement and damage fees.

(c) Schedule. City shall make the payment in quarterly installments due on or before the first day of September, December, March and June of each year.

5. Notice. All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party 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  
401 Marshall Street  
Redwood City, CA 94063

City: City Manager

501 Main Street  
Half Moon Bay, CA 94019

6. Mutual Indemnification. It is agreed that the County shall defend, hold harmless and indemnify City, its officers and employees, from any and all claims, suits, or actions of every name, kind and description, brought for, or on account of, injuries or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belonging, which arise out of the terms and conditions of this agreement and which result from the negligent act or omissions of the County, its officers, and/or employees, provided that this shall not apply to injuries for which City has been found by a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

It is further agreed that the City shall defend, hold harmless, and indemnify the County, its officers, and employees from any and all claims, suits, or actions of every name, kind, and description, brought for, or on account of, injuries to or death of any person(s) or damage to property of any kind whatsoever and to whomsoever belonging, which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the City, its officers and/or employees, 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.

In the event of concurrent negligence of the County, its officers and/or employees, and City, its officers and/or employees, to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

The duty of each party to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance. Each party has and shall maintain during the term of this Agreement insurance coverage for worker's compensation, and general commercial and automobile liability. Each party shall provide the other with certificates of self-insurance, or other documentation, which details the scope, limits, and forms of the party's insurance coverage. Each party agrees to provide the other with written notification of any changes in coverage applicable to this Agreement and shall do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this Agreement. In the event either party is unable to maintain insurance coverage(s) applicable to this Agreement, the other party shall have the right to terminate this Agreement.
8. Inspection of Records. All records, books, reports, and documentation maintained by County related to performance under this Agreement shall be open for inspection upon demand at a reasonable time.

9. Nondiscrimination. No person shall, on the grounds of age, ancestry, creed, color, disability, marital status, medical condition, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.
10. Merger Clause. This Agreement, including the attached Exhibits "A," and "B," and attachments thereof sets forth the entire Agreement between the parties. No subsequent alteration or variations shall be valid unless made in writing and signed by the parties hereto.
11. Assignability. Any assignment of the Agreement shall be void without the written consent of the other party.

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized representatives have affixed their hand on the day and year in this agreement first above written.

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 President, Board of Supervisors  
 County of San Mateo

**ATTEST:**

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

Dated: May 24, 2004 \_\_\_\_\_  
 \_\_\_\_\_  
 Mayor, City Council  
 City of Half Moon Bay

**ATTEST:**

Donald B. Robbins  
 Clerk of the City

PASSED AND ADOPTED AT THE  
 COUNCIL MEETING OF  
5-12-04  
DR  
 CITY CLERK

EXHIBIT A

**COUNTY PROVISION OF SERVICES**

1. Communications dispatch services are described as:
  - (a) The County shall provide the Half Moon Bay Police Department with telephone answering, personnel notification and equipment dispatching, including automated status keeping, and associated activity reports and inquiries for both business and emergency calls. The County shall NOT be responsible for answering, referring or otherwise handling Half Moon Bay Police Department or department's non-emergency, administrative telephones.
  - (b) The County shall provide the Half Moon Bay 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 low priority (or previously agreed upon priority levels) calls 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).
  - (c) The County shall provide the Half Moon Bay Police Department with the aforementioned services twenty-four hours a day, three hundred sixty five days per year.
  - (d) CHS (Criminal History System) access will not be accessed by County Communications personnel. All entry, updates, cancellations or modifications to systems other than SVS and MUPS will not be responsibility of the County and are considered an administrative function during normal business hours. The County will assume SVS and MUPS updates after hours.
  - (e) The County shall ensure that law enforcement dispatchers have attended a minimum of 24 hours every two years of law enforcement training in order to remain proficient and capable of providing services that meet or exceed the needs or standards of the division.
2. In providing communications services, the County shall:
  - (a) Provide working space and facilities overhead costs at the County facility for the personnel and equipment described in the agreement.
  - (b) Provide and maintain telephone equipment to accommodate the Half Moon Bay Police Department seven-digit emergency telephone line.

- (c) Provide and maintain radio console equipment within the Communications Center to communicate with the Half Moon Bay Police Department's Radio System.
- (d) Provide and maintain CAD equipment within the Communications Center to effect digital pager activation from the Communications Center to the Half Moon Bay Police Department field units.
- (e) Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to Half Moon Bay Police Department radio and telephone incidents. All radio frequencies and emergency telephone lines used for Half Moon Bay Police Department business in the Communications Center operation (not Administrative Offices) shall be recorded.
- (f) Host periodic liaison meetings that include line supervisors and/or management representatives of each agency in order to decide issues of mutual interest.
- (g) Ensure that the existing Computer Aided Dispatch System accurately reflects the operation of the Half Moon Bay Police Department operation.
- (h) Serve as a 9-1-1 PSAP (Public Safety Answering Point) and ensure that an alternate site is established and lines are maintained in compliance with the rules, policies and regulation of the State of California 9-1-1 program should the Center's system fail.
- (i) Provide a general business telephone number that can be used for official business of the Half Moon Bay Police personnel in order to communicate effectively with the designated dispatcher.
- (j) Attempt to accommodate the Half Moon Bay Police Department with communications/dispatch services that necessitate additional communications center staffing above and beyond the designated staffing of one 24 hour console, without incurring significant expenditure in overtime costs.
- (l) Provide access to the MIS system data, which will be transmitted via Half Moon Bay's Message switch connection. Public safety Communications will assume Half Moon Bay Police's Message Switch transactions which will be reflected in Public Safety Communication Message Switch charges. In turn, public Safety Communication will invoice Half Moon Bay for MSS Base Cost Share for previous fiscal year. Costs for these services will be included in the said quarterly invoices.

## EXHIBIT B

1. Half Moon Bay Police Department shall:
  - (a) Provide at its own facility, personnel to answer and coordinate incoming business and other non-emergency calls; Half Moon Bay Police Department will provide a recording for its business telephone lines which will inform callers that emergency calls should be directed to 9-1-1, non-emergency calls should be made to a seven digit telephone line and business calls should be made on the following business day.
  - (b) Require officers to respond to the Half Moon Bay Police Station upon request of the County Communications Center to reference original case files and other hard copy documents for purposes of vehicle releases, warrant confirmation and other case-related purposes when needed.
  - (c) Ensure that officers learn and comply with established communications policies, procedures and radio operation.
  - (d) Ensure officers learn and comply with established procedures with regards to the communications operations regardless of whether an official written document of said procedures exists or it is simply an understood practice.
2. Half Moon Bay supervisory personnel in Patrol and investigations (Sgts) will hold the same authority as a CRO as is currently in effect for the County sergeant's 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.
3. Maintain all necessary telephone lines at Half Moon Bay Police Department for digital/computer communications between the County and the Half Moon Bay Police Department.
4. Procure and pay for pager rental/maintenance fees upon invoice. Half Moon Bay Police Department will rent as many pagers as they feel necessary to affect efficient notification/calls for service. Half Moon Bay will also be obligated to pay costs associated to the lost or damage of pagers they have rented.

Pager rental and any associated costs will be invoiced on a quarterly basis. These costs may vary if rental fees and/or the number of pagers deployed increase, if damage is sustained, and/or if a pager is lost.

5. Half Moon Bay Police Department shall ensure all radio equipment is operating in an acceptable manner that is free from static, squelch and interference.
6. Shall give the County at least thirty days written notice of any operational changes that effect Half Moon Bay Police Department's response procedure and requirements.