

SAN MATEO COUNTY AGREEMENT NO. _____

AGREEMENT FOR COMMUNICATIONS SERVICES

This Agreement entered this _____ day of _____, 200__,
by and between the COUNTY OF SAN MATEO a political subdivision of the State of
California, hereinafter called "County" and the City of Millbrae, 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 therein; 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
 - (a) In consideration of payments to be made, the County will provide communications services to the City as more particularly described in Exhibit A, which is attached to this Agreement and incorporated herein by this reference.
2. City Obligations
 - (a) The city obligations related to communications services are described in Exhibit B, which is attached to this Agreement and incorporated herein by this reference.
 - b) The City shall give written consent prior to County implementing 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 shall be purchased, installed, maintained, and owned by the City, unless mutually agreed 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 January 1, 2006 through June 30, 2007, 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 July 1, 2009. 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 2005-06 \$183,333 (pro-rated from date of implementation)

Contract cost will be adjusted annually commensurate with the County's negotiated cost of living and/or equity increases for communications positions and will start in FY 2006-07. The City's annual FY 2006-2007 payment to the County will be increased by the amount of any such negotiated cost of living and/or equity increase.

- a) If the contract is renewed for an additional two year term pursuant to paragraph 1 above, increases equal to the negotiated cost of living and/or equity increases will be applied to the base amount as stated above. Increases will be communicated to the City once they are established.
 - b) City will pay costs associated to pager rental, replacement and damage fees, if pagers are utilized.
 - (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
621 Magnolia Avenue
Millbrae, CA 94030

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 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 save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance:
- a) The County shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Employee and Public Services of the County. The City shall furnish the Employee and Public Services Department 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 the Employee and Public Services Department of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

- b) City shall have in effect, during the entire life of this agreement, Workers' Compensation and employer liability insurance providing full statutory coverage. City certifies that it is aware of the provisions of Labor codes Section 3700 which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code, and City will comply with such provisions before county commences the performance of any work under this agreement.
 - c) 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 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 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 include comprehensive general liability of at least \$1,000,000.
 - d) County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, except the motor vehicle insurance, 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, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.
 - e) 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 diminished 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.
 - f) Insurance requirements under this section can be satisfied through a fully insured, fully self-insured or a self-insured with excess coverage program.
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 reasonable time.

9. **Nondiscrimination.** No person shall, on the grounds of age (over 40), 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.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to examine City's employment records with respect to compliance with this paragraph. City shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified City that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of their response to the Complaint when filed.

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.

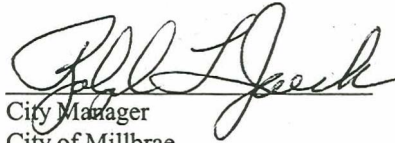
Dated: _____

President, Board of Supervisors
County of San Mateo

ATTEST:


Clerk of the Board

Dated: 10-5-05



City Manager
City of Millbrae

ATTEST:



Clerk of the City

Exhibit A

COUNTY PROVISION OF SERVICES

1. Communications dispatch services are described as:
 - (a) The County shall provide the Millbrae Police Department with telephone answering, personnel notification and equipment dispatching, including automated status keeping, and associated activity reports. The County shall NOT be responsible for answering, referring or otherwise handling Millbrae Police Department's non-emergency, administrative telephones.
 - (b) The County shall provide the Millbrae 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 Millbrae Police Department with the aforementioned services twenty-four hours a day, every day of the 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 Millbrae Police Department seven-digit emergency telephone line.

- (c) Provide and maintain radio console equipment within the Communications Center to communicate with the Millbrae 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 Millbrae Police Department field units.
- (e) Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to Millbrae Police Department radio and telephone incidents. All radio frequencies and emergency telephone lines used for Millbrae 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 Millbrae 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 Millbrae Police personnel in order to communicate effectively with the designated dispatcher.
- (j) Attempt to accommodate the Millbrae 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.

EXHIBIT B

1. Millbrae Police Department shall:
 - (a) Provide at its own facility, personnel to answer and coordinate incoming business and other non-emergency calls; Millbrae 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 Millbrae 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. Maintain all necessary telephone lines at Millbrae Police Department for digital/computer communications between the County and the Millbrae Police Department.
4. Procure and pay for pager rental/maintenance fees upon invoice. Millbrae Police Department will rent as many pagers as they feel necessary to affect efficient notification/calls for service. Millbrae 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. Millbrae 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 Millbrae Police Department's response procedure and requirements.