

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITY OF EAST PALO ALTO**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the **COUNTY OF SAN MATEO**, hereafter called "County," and **CITY OF EAST PALO ALTO** hereafter called "City";

**WITNESSETH:**

**WHEREAS**, pursuant to Government Code §§ 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 services and public safety communications through the County as hereafter set forth, for and on behalf of City, within the territorial limits of said City, and County, by and through the San Mateo County Sheriff is willing to perform such services,

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

**1. Exhibits.**

Exhibit A, describing the **Law Enforcement services** that the parties have agreed the COUNTY will provide for the CITY, as well as the prices the CITY will pay COUNTY for said law services, is attached hereto and incorporated by reference herein.

Exhibit B, describing the **Public Safety Communications** services that the parties have agreed the COUNTY will provide for the CITY, as well as the prices the CITY will pay COUNTY for said services, is attached hereto and incorporated by reference herein.

**2. Services to be performed by County.**

In consideration of the payments set forth herein, County shall perform a defined range of law enforcement services for City as set forth herein and in Exhibit A and B. These services will supplement the public safety services administered by the City of East Palo Alto.

(a) COUNTY will provide CITY with Investigative and Street Crime Suppression Unit services from July 1, 2005 through June 30, 2007 as set forth in Exhibit A.

(c) COUNTY will rent to CITY the use of pagers that are compatible with the COUNTY dispatch system, at the rates set forth in section 3 of this agreement.

(d) COUNTY will provide Public Safety Communications services as set forth in Exhibit B.

**3. Payments.**

(a) In consideration of the services provided by County in accordance with Exhibits A and B, City shall make payment to County based on the rates set forth below. The City's total fiscal

obligation for fixed services under this Agreement shall not exceed the amounts set forth in Sections "b" and "c", below, which total \$1,250,142 for Fiscal Year 2005-06, and \$1,337,980 for Fiscal Year 2006-07. Payments for variable services such as homicide/major crime investigation support, and for pager services, shall be at the established rates for said services, as set forth in Exhibits A and B, and Sections 3 (g) and (h) below.

(b) In consideration for the County's furnishing the law enforcement services set forth in Exhibit A, City shall pay County the sum of \$743,412 for the Fiscal Year 2005-06 (July 1, 2005 through June 30, 2006); and the sum of \$567,540 for the Fiscal Year 2006-07 (July 1, 2006 through June 30, 2007). Any supplemental major crime investigative services mutually agreed upon by the City and Sheriff to be reimbursable services, shall be invoiced separately, over and above the dollar payments set forth above.

(c) In consideration for the County's furnishing public safety communications services set forth in Exhibit B, City shall pay County the sum of \$506,730 for the Fiscal Year 2005-06 (July 1, 2005 through June 30, 2006); and the sum of \$770,453 for the Fiscal Year 2006-07 (July 1, 2006 through June 30, 2007);

(d) In the event this Agreement is amended to extend the initial term, payment amounts shall be determined by mutual discussion and agreement between the parties prior to execution of the extension.

(e) 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 tax receipts due under this Agreement.

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

(g) In addition to the services and payments described in this agreement, County will rent alpha-numeric pagers to city at the price of \$10.00 per pager, per month. The rental fee includes the use of the pagers as well as their maintenance. 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 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. Cost is not included within the total compensation for services stated Paragraph 3(a) 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 3(a) above, by the specific amount of said increase in pager costs.

(h) In addition to the services and payments described in this agreement, the City will pay County for supplemental major crimes and homicide investigation support provided by the Sheriff's Investigations Bureau, at the rate of \$65 per hour. The level of said major crimes investigation

support shall be mutually determined between the City Police Chief and the Sheriff's Office contract representative, on a case-by-case basis.

**4. Term and Termination.**

The term of this Agreement shall be from July 1, 2005 through June 30, 2007. This Agreement may be extended by a written amendment approved and signed by the parties.

This Agreement may be terminated by City, Sheriff or his/her designee without a requirement of good cause upon sixty (60) days written notice to the other party.

In the event of termination, payment shall be based on the prorated rates described in section 3.

**5. Relationship of Parties.**

Both parties agree and understand that the work/services performed under this Agreement are performed as an independent contractor, and that neither party's employees acquire any of the rights, privileges, powers, or advantages of the other party's employees. No pension rights of City or County employees will be affected by this Agreement.

**6. Hold Harmless.**

- A. City shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of City, its officers and/or employees.
- B. County shall defend, save harmless, and indemnify City, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
- C. In the event of concurrent negligence of County, its officers and/or employees, and City, its officers and/or employees, then the liability for any and all claims for injuries or damage 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.
- D. This section shall include, without limitation, any 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 City or County, or damage to property of any kind whatsoever and to whomsoever belonging.
- E. The duty to indemnify and hold harmless as set forth herein shall include the duty to defend as set forth in Civil Code Section 2778.

**7. Assignability and Subcontracting.**

Neither party may assign the benefits nor delegate the duties set forth in this Agreement.

**8. Insurance.**

Both parties shall maintain sufficient insurance, self-insurance or a combination thereof to comply with the following requirements, and, if requested, each party shall furnish the other party with certificates of insurance evidencing the required coverage. Thirty (30) days' notice must be given, in writing, to 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.** Both parties shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance, or an acceptable program of self-insurance providing full statutory coverage. In signing this Agreement, parties certify, as required by Section 1861 of the California Labor Code, that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and parties will comply with such provisions before commencing the performance of the work of this Agreement.
  
- B. **Liability Insurance.** City and County shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance 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 City's 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 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 . . . . .   | \$5,000,000 |
| 2. Motor Vehicle Liability Insurance . . . . . | \$5,000,000 |

**9. Non-Discrimination.**

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

City and County shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. City's and County's equal employment policies shall be made available to either party upon request.

**10. Retention of Records.**

Each party agrees to provide to the other party, to any federal or state department having monitoring or reviewing authority, to County's or City's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

City 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.

All investigations completed by the Sheriff as part of this contract are considered work product of East Palo Alto. The Sheriff shall transfer to East Palo Alto PD investigations and evidence upon the request of the EPA Chief of Police, and shall provide reports upon request of the Chief of Police, although the Sheriff may keep copies of reports.

**11. Merger Clause.**

This Agreement, including the Exhibit hereto constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**12. Controlling Law.**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**13. Notices.**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of COUNTY, to:**

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

**In the case of CITY, to:**

City of East Palo Alto Police Department  
Chief Ronald Davis  
2415 University Avenue  
East Palo Alto, CA 94303

**14. 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 Deputy Sheriff of the County for the commission of a misdemeanor or infraction within the territorial limits of City.

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

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
John L. Maltbie, County Manager

Date: \_\_\_\_\_

**CITY OF EAST PALO ALTO**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LAW ENFORCEMENT SERVICES**

*In consideration of the payments set forth County shall provide the following services:*

**I. DESCRIPTION OF LAW ENFORCEMENT SERVICES PROVIDED BY COUNTY.**

**A. Investigation Services From July 1, 2005 – December 31, 2005**

1. Sheriff will assign:
  - One (1) detective sergeant who will supervise criminal investigations for City's Police Department.
  - Four (4) detectives for major crimes investigations.
  - One (1) detective for domestic violence and sex crime investigations.
  - On a case-by-case basis, Sheriff's Redwood City Major Crimes Unit may provide supplemental investigative support for homicides.
2. Sheriff agrees to work collaboratively with City's Chief of Police in assignment of and changes in personnel within the Investigative Services Unit, pending the completed Transition Plan turning over Investigative Services to the Police Department effective December 31, 2005.
3. The investigations sergeant will receive operational direction from City's Police Chief.
4. City agrees to work with Sheriff to assign City police officers, on a schedule and staff plan to be mutually determined by the two agencies, into the criminal investigation unit, for purposes of training in preparation for transition of services.

**B. Crime Suppression Team**

1. Sheriff will assign the following personnel to form a Crime Suppression Team, which will work collaboratively with City's Chief of Police to identify and implement intensive enforcement activities for the suppression of gang-related criminal activities and associated violent street crimes:

From January 1, 2006 to June 30, 2006:

- One (1) sergeant.
- Four (4) deputies.

From July 1, 2006 to June 30, 2007

- One (1) sergeant.
- Two (2) deputies.

2. The assigned sergeant will receive operational direction from City's Chief of Police.
3. Activities and scope of work will be established and prioritized by the City and may include:
  - Surveillance.
  - Identification of gang members.
  - Criminal methods and territories.
  - Communication with local business and residential groups in at-risk areas.
  - Interrogation of suspects.
  - Evidence gathering & Follow-up support
  - Arrests.
  - Other related activities determined necessary by City's Chief of Police.

4. City and Sheriff agree to periodically review the Crime Suppression Unit to determine the status of staffing, training, and effectiveness.
  5. 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 City's Chief of Police.
- C. MAJOR CRIMES: On a case –by-case basis, Sheriff's Redwood City Major Crimes Unit may provide supplemental investigative support for homicides. The extent and nature of the assistance shall be jointly determined by the City and the Sheriff. The Sheriff agrees to provide, at no charge, investigative support to the City under extraordinary circumstances. For continued and long-term assistance, the Sheriff and City Chief of Police will negotiate the terms and costs of the additional services, on a case-by-case basis .

**II. SELECTION OF PERSONNEL.**

The selection, supervision and control of personnel providing services described herein shall be exercised by the Sheriff or under his discretion. The Sheriff shall notify City of changes in personnel who provide law enforcement services mentioned herein. Upon formal request from the City's Chief of Police, the Sheriff shall remove staff from the Street Crime Suppression Team within thirty days.

**III. REPORTS.**

The Sheriff shall submit to the City's Chief of Police or designate weekly statistical reports documenting activities conducted by the Street Crime Suppression Team within the borders of the City of East Palo Alto. Responsibility to prepare public reports regarding crime and crime-reduction activities within the City of East Palo Alto shall rests solely on the City's Chief of Police.

**IV. UNIFORMS.**

The Sheriff's officers shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties.

**V. PENSION RIGHTS.**

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

**VI. MAINTENANCE OF EFFORT.**

City agrees to continue providing local funding for Public Safety at the same or a higher proportionate local funding level than it has in Fiscal Year 2005-06 during the term of this Agreement.

**VII. ADMINISTRATIVE COORDINATION.**

- A. The Sheriff shall designate a management representative as liaison with City's Chief of Police or designate, with respect to services provided under this Agreement.
  1. Said representative shall maintain regular communications with City's Chief and his/her command staff, by telephone and in-person, to ensure effective delivery of services provided under this Agreement, and shall be available to meet with City's Chief of Police and/or his/her command staff as required.



2. Said representative will regularly communicate with Sheriff's personnel assigned under this Agreement, to help ensure the proper allocation of resources and prompt resolution of emergent issues.
- B. Both parties agree that there will be a mutual and free exchange of reports and memoranda that concern services provided by the Sheriff to City, including continued access to the City's Records Management System (RIMS).
  - C. Sheriff agrees to meet with City's Chief of Police, upon City's request, to discuss particular issues that may occur relating to this Agreement, or the services provided therein.

**EXHIBIT "B"**  
**PUBLIC SAFETY COMMUNICATION SERVICES**

*In consideration of the payments set forth Contractor shall provide the following services:*

**I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATION SERVICES PROVIDED BY COUNTY.**

- A. County shall provide City's Police Department with:
1. Telephone answering.
    - (i) However, County will not be responsible for answering any of City's Police non-emergency, administrative telephones.
  2. Personnel notification.
  3. Equipment dispatching, including automated status keeping, and associated activity reports and inquiries.
  4. Notification/call-alert by activating digital pager equipment.
  5. 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. County shall provide City's Police Department with the aforementioned services twenty-four (24) hours a day, three hundred sixty-five (365) days per year.
1. Ensure 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.
  2. 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)
    - Networks associated to DMV (Department of Motor Vehicles).
  3. 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.

**II. RESPONSIBILITIES OF COUNTY.**

- 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 cites, 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 Offices) 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 City's Police Department's response areas needed for CAD will be jointly maintained by the County and City's 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. Will 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 (Special Details). Pass through costs not to exceed the overtime rate of a Supervising Communications Dispatcher will be invoiced to the City for actual hours worked.
- 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.

### **III. RESPONSIBILITIES OF CITY.**

- A. At its own facility, provide personnel to answer and coordinate incoming business and other non-emergency calls;
  - 1. City 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 City's 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 ensure efficient notification/calls for service.
- E. Manager of County's Dispatch Center shall enjoy a direct line of communication with designated City's Police Department's Patrol Commander and supervisory personnel in matters of radio traffic manner and procedures, intra-personal relationships and CRO/police officer and communications procedure matters.
  - 1. In the event of conflicting policies, procedures and other patrol/dispatch related matters between City and County, or between the supervisory personnel of City and County, City's ranking supervisory person on-duty at the time of the conflict shall have the overriding voice.
- F. Maintain all necessary telephone lines for digital/computer communications between the County and the East Palo Alto Police Department.
- G. City's Police Department shall ensure that the radio equipment is operating in an acceptable manner that is free from static, squelch and interference.
- H. Provide County at least thirty (30) days notice of any operations changes that affect its response.