

AMENDMENT NO. 2

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY TRANSIT DISTRICT

THIS SECOND AMENDMENT (“Second Amendment”) to the Agreement entered into on the ___ day of _____, 2008, by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and 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 called “SamTrans.”

WHEREAS, on December 14, 2004, the County and SamTrans entered into an Agreement for the provision of law enforcement and communications services for a total contract price not to exceed \$4,761,618 for the term from January 1, 2005 through June 30, 2008 (“Agreement”);

WHEREAS, on July 8, 2005, as authorized by the Section J of Exhibit A to the Agreement, the County and SamTrans reviewed the assignments, staffing, and budget and decided to add one lieutenant position for both bus and rail law enforcement services at a cost not to exceed \$438,458 for the term from July 1, 2005 through June 30, 2007 (“Side Letter Amendment”);

WHEREAS, on May 11, 2007, the County and SamTrans amended the Agreement to add two additional canines for explosive ordinance detection and two additional sheriff deputies to train and handle the canines for rail law enforcement services at a cost not to exceed \$550,000, and to provide for reimbursement to the County for costs and expenses incurred for two vehicles for the additional canine units at a cost not to exceed \$25,000, for the term from March 1, 2006 through February 28, 2008, for a new total contract price not to exceed \$5,775,076 (“First Amendment”).

WHEREAS, SamTrans and the County desire to further amend the Agreement (1) to add three additional sheriff deputies to provide rail law enforcement services commencing April 1, 2008; (2) to extend the term of the Agreement from July 1, 2008 through June 30, 2011; and (3) to increase the compensation that SamTrans will pay to the County beginning April 1, 2008 through the extended term of the Agreement.

NOW, THEREFORE, the parties agree as follows:

- A. References. In Section 1 of the Agreement the references to the original Exhibit A, Law Enforcement Services, Exhibit B, Communications Services, and Exhibit C, Payment and Rates, are replaced with references to Exhibits A (revised April 2008), B (revised April 2008), and C (revised April 2008), that are attached to this Second Amendment and incorporated by reference herein.
- B. Exhibits. Exhibit A, Law Enforcement Services, Exhibit B, Communications Services, and Exhibit C, Payment and Rates, and hereby deleted and replaced with Exhibits A (revised April 2008), B (revised April 2008), and C (revised April 2008), all of which are attached to this Second Amendment and incorporated by reference herein.
- C. Services to be Performed by County. Section 2 of the Agreement is amended to add that, in addition to the services set forth in the original Agreement and any previous amendments thereto, the County will provide three additional sheriff deputies for rail law enforcement services beginning April 1, 2008 through the extended term of the Agreement. With these three additional sheriff deputies, the total size of the unit providing law enforcement services from April 1, 2008 through June 30, 2011 consists of fourteen (14) positions as follows: one (1) Lieutenant; one (1) Detective

Sergeant; one (1) Detective; nine (9) Deputies, including five to handle the canine units; one (1) Special Enforcement Officer; and one (1) Legal Office Specialist.

D. Payments. In addition to the payments set forth in Section 3 of the original Agreement and any previous Amendments thereto, Samtrans will pay the County as follows:

- 1) increase the compensation for the period from April 1, 2008 through June 30, 2008 in the total amount of One Hundred Fifty-three Thousand Nine Hundred Ninety Dollars (\$153,990) for services provided by the three additional sheriff deputies;
- 2) increase the compensation for anticipated overtime for law enforcement services for special events from April 1, 2008 through June 30, 2008 in the total amount of Fifty Thousand Dollars (\$50,000);
- 3) As set forth in Exhibit C Revised April 2008, the new total fiscal obligation of SamTrans under this Second Amendment will not exceed Ten Million Five Hundred Twenty-nine Thousand Six Hundred Fifty Dollars (\$10,529,650) for all services provided by the County from July 1, 2008 through June 30, 2011. The quarterly payment amounts and total dollar amounts are shown on said revised Exhibit C, attached to this Second Amendment.

E. Term. Section 4 of the Agreement is amended to provide that the term of the Agreement is extended from July 1, 2008 through June 30, 2011.

F. Effective Date. The effective date of this Second Amendment is April 1, 2008.

G. Effect. Except for the modifications expressly set forth in this Second Amendment, the terms and conditions of the Agreement, as amended by the Side Letter Amendment and the First Amendment, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have entered into this Second Amendment to the December 14, 2004 Agreement as of the date first written above.

COUNTY OF SAN MATEO

A Political Sub-division of the State of California

BY: _____

BY: _____

SHERIFF GREG MUNKS

COUNTY MANAGER JOHN L. MALTBIE (or Designee)

DATE: _____

DATE: _____

SAN MATEO COUNTY TRANSIT DISTRICT

APPROVED AS TO FORM:

By: _____

BY: _____

MICHAEL J. SCANLON
GENERAL MANAGER/CEO

ATTORNEY FOR SAMTRANS

PRINTED NAME

DATE: _____

**EXHIBIT A REVISED APRIL 2008 – LAW
ENFORCEMENT SERVICES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND THE SAN MATEO COUNTY TRANSIT DISTRICT**

In consideration of the payments set forth in Exhibit C (Revised April, 2008), County shall provide the following Public Safety Communication services:

A. Delivery of Law Enforcement Services

Under the direction of the Chief of Protective Services the County will deliver the law enforcement services described herein through a specialized unit of the Sheriff's Office known as the *Transit Police Bureau*. The bureau's primary objective shall be the protection of patrons, visitors, passengers, employees, contractors, properties and facilities of the public transit systems operated and/or managed by SamTrans, specifically the SamTrans bus system, (including all SamTrans contracted bus services: MV, shuttles, Redi-Wheels and Redi-Coast, referred to collectively hereafter as SamTrans), and the Caltrain Commuter Railroad, (also known as the Peninsula Corridor Joint Powers Board and referred to collectively hereafter as Caltrain).

B. Administrative Coordination

The Sheriff shall designate a management representative of the Transit Police Bureau who will liaison with the SamTrans' Chief of Protective Services with respect to services provided under this Agreement. The representative shall maintain regular communications with the Chief of Protective Services, and as appropriate with other SamTrans' management and executive staff to ensure the effective delivery of services, and to discuss particular issues that may arise relating to services under this Agreement.

C. Personnel Assigned Under this Agreement

Effective April 01, 2008 the Sheriff shall assign one (1) Lieutenant, one (1) Detective Sergeant, one (1) Detective, nine (9) Deputy Sheriffs, one (1) Special Enforcement Officer, and one (1) Legal Office Specialist to the Transit Police Bureau. Inclusive of these positions are five (5) Deputy Sheriff / Canine teams specially trained and certified in Explosive Ordnance Detection (E.O.D.).

SamTrans may, at its discretion and with appropriate notice to County, exercise an option to adjust the number of personnel by way of a *Side-Letter* at anytime during the period of this agreement.

D. Selection, Replacement and Supervision of Personnel

The SamTrans' Chief of Protective Services may participate in the personnel selection process with the Transit Police Bureau representative, and shall approve of the selections prior to their assignment to the bureau, except in the event of emergencies and/or special circumstances, including the temporary or overtime assignment of personnel.

If SamTrans is not satisfied with the performance of any personnel assigned under this Agreement, SamTrans may notify County, and County shall evaluate SamTrans' concerns and

consider making personnel changes as may be appropriate. If Sam Trans and County agree that any personnel assigned under this Agreement is not adequately performing the services required, then the Sheriff will reassign that personnel and assign replacement personnel within their department policies, procedures, and practices. In addition, the Sheriff shall provide the replacement of absent personnel under this Agreement within thirty (30) days in accordance with established Sheriff's Office Standards of Practice.

The control of the personnel to provide the law enforcement services mentioned herein shall be exercised by the Sheriff and/or under his direction, including that the representative of the Transit Police Bureau shall have overall daily management authority over the supervision, and control of subordinate personnel.

E. Canine Acquisition and Supervision

SamTrans will rely upon the Sheriff's Office to properly select, train and supervise all canines under this Agreement, with the understanding that these canines will be dedicated to transit-related activities as directed by the Transit Police Bureau representative, and utilized in accordance with accepted practices, policies and procedures established by the Sheriff's Office.

F. Vehicle Acquisition

The Sheriff's Office will be responsible for ensuring that there are adequate vehicles to provide services under this Agreement, including one (1) dedicated unmarked vehicle for the detective, one (1) dedicated unmarked vehicle for the detective sergeant. All other vehicles will be marked as required by the Sheriff's Office, and shall also display an emblem identifying them as "Transit Police" vehicles along with the emergency telephone number of 1-877-SAF-RAIL.

G. Uniforms and Insignia

Except for administrative and investigative personnel, and personnel performing undercover/non-uniformed services as provided under this Agreement, all officers shall be in the prescribed uniform of the San Mateo County Sheriff's Office during the performance of their duties. Whenever practical, uniforms worn by transit police personnel shall include a matching rocker atop each regular shoulder patch, identifying the officer as a member of the Transit Police.

H. Special Equipment

Costs for acquisition of special equipment for use by personnel assigned under this Agreement, when requested and/or approved by SamTrans and not otherwise included in the base contract, shall be passed through to SamTrans at cost on a quarterly invoice basis. Damage or loss of Special Equipment is subject to audit and review in accordance with established Sheriff's Office Standard of Practice. Special Equipment includes, but is not necessarily limited to:

Alpha-Numeric Pager:

SamTrans shall provide and maintain for each personnel assigned under this Agreement, an alpha-numeric pager that is supported through the County's Public Safety Communications Center, and which permits the text messaging of radio dispatched calls for service as well as conventional paging services.

Two-way Radios – Sheriff's Office Portable:

SamTrans shall provide and maintain for each personnel assigned under this agreement, a two-way portable radio that permits communications over the appropriate law enforcement frequencies.

Two-way Radios – Sheriff’s Office Mobile:

County shall install and maintain in each vehicle assigned under this Agreement, a two-way mobile radio that permits communications over the appropriate law enforcement frequencies.

Two-way Radios – Caltrain Portable:

SamTrans shall provide and maintain for each personnel assigned under this Agreement, a two-way portable radio that permits communications over the appropriate Caltrain and allied railroad agencies’ frequencies.

Two-way Radios – Caltrain Mobile:

County shall install and maintain in each vehicle assigned under this Agreement, a two-way mobile radio that permits communications over the appropriate Caltrain and allied railroad agencies’ frequencies.

Nextel Portable Cellular Telephones:

SamTrans shall provide and maintain for each personnel assigned under this Agreement, an activated Nextel telephone capable of both cellular communications and direct push-to-talk connectivity over the appropriate talk-group which permits two-way radio type communications between Transit Police, Amtrak Rail and Caltrain personnel, and transit police base station units.

Nextel Base-Station Cellular Telephones:

SamTrans shall install and maintain at each transit police substation (San Francisco, San Carlos and San Jose), an activated Nextel base-station telephone capable of both cellular communications and direct push-to-talk connectivity over the appropriate talk-group which permits two-way radio type communications between Transit Police, Amtrak Rail and Caltrain personnel, and other transit police base station units.

Desktop Computer Terminals:

SamTrans shall install and maintain at each transit police substation (San Francisco, San Carlos and San Jose), a desktop computer terminal with connectivity to the SamTrans network and email system for each personnel assigned under this Agreement and to a particular substation. County shall provide connectivity of these terminals to County systems, including the Sheriff’s Office automated report writing system and the County email system.

I. Contractual Costs Inclusive & Exclusive

All personnel, motor vehicle, communications, and other operating costs for services provided under this Agreement are outlined in Exhibit C.

J. Contracted Hours of Services

The Chief of Protective Services in consultation with the representative from the Sheriff's office, will establish days and hours that law enforcement officers will be assigned to provide services. With adequate notice, and with agreement from both the Sheriff's Office and the Chief of Protective Services, hours of scheduled service may be adjusted provided the resources specified in Section C can be deployed to reasonably meet the requested hours of operation. It is understood that the need for law enforcement services is often unpredictable because incidents may occur at anytime of the day or night, possibly impacting transit system properties, facilities, employees, visitors, patrons and/or passengers, and that SamTrans intentionally contracts with County to provide law enforcement services under the terms of this Agreement on a seven (7) days per week, twenty (20) hours per day basis between the hours of 5:00 am and 1:00 am with the following exceptions:

Late Calls:

A Late Call is a dispatched call for service, or a transit police initiated activity that occurs no less than fifteen (15) minutes in advance of a deputy's scheduled off-duty time, but which does not resolve until after the scheduled off-duty time. Overtime costs associated to Late Calls shall be absorbed by the County, and itemized in an *Overtime Report* prepared biweekly by the Transit Police Bureau. (See also Exhibit C, Section A)

Call Outs:

A Call Out is any incident or situation that requires the unplanned response of Transit Police personnel during their off-duty hours in order to resolve or mitigate an emergency, conduct or assist in an investigation, or otherwise respond in support of the transit system. Overtime costs associated to Call Outs shall be itemized in an *Overtime Report* prepared biweekly by the Transit Police Bureau, and invoiced separately to SamTrans for payment. (See also Exhibit C, Section A)

Special Events:

Special Events are concerts, baseball games, holiday celebrations, and other pre-planned venues in which transit system resources are dedicated in support of the event, and in which additional Transit Police personnel are necessary to maintain a minimum level of security or response readiness. In collaboration with the Transit Police Bureau representative, the SamTrans Chief of Protective Services will pre-establish staffing levels for Special Events. Overtime costs associated to Special Events shall be itemized in an *Overtime Report* prepared biweekly by the Transit Police Bureau, and invoiced separately to SamTrans for payment. (See also Exhibit C, Section A)

Emergency Deployments:

Emergency Deployments include responses to natural and manmade disasters, acts of terrorism, elevated threat levels, or other incidents in which the Transit Police representative in collaboration with the Chief of Protective Services determines that additional Transit Police personnel are necessary to maintain a minimum level of security or response readiness. Overtime costs associated to Emergency Deployments shall be itemized in an *Overtime Report* prepared biweekly by the Transit Police Bureau, and invoiced separately to SamTrans for payment. (See also Exhibit C, Section A)

Augmented Services:

Augmented Services include planned circumstances, such as the delivery or receipt of special training by the transit police on behalf of SamTrans or Caltrain, the backfill replacement of other contracted security or law enforcement services to SamTrans or Caltrain, or other circumstances in which the Chief of Protective Services or other SamTrans management or executive officer determines that additional Transit Police personnel are necessary to facilitate operations or maintain a minimum level of security or response readiness. Overtime costs associated to Augmented Services shall be itemized in an *Overtime Report* prepared biweekly by the Transit Police Bureau, and invoiced separately to SamTrans for payment. (See also Exhibit C, Section A)

K. Scope of Law Enforcement Services

As described in Section A of this Exhibit, the bureau's primary objective shall be the protection of patrons, visitors, passengers, employees, contractors, properties and facilities of both public transit systems (SamTrans and Caltrain). The types of services provided are divided into three categories: *General*, *Bus* and *Rail* as set forth below.

L. General Law Enforcement Services Provided by County

1. Provide uniformed and non-uniformed law enforcement services to SamTrans and Caltrain systems throughout San Francisco, San Mateo and Santa Clara counties.
2. Conduct criminal, risk management, corporate and internal investigations as may be appropriate, including known or suspected losses of revenue and theft of property.
3. Issue citations related to the enforcement of criminal, traffic, non- traffic and parking laws, rules and regulations whenever warranted anywhere within the Transit Police Bureau's jurisdictional authority, including specifically at any and all facilities, properties, sites, stops, routes, parking lots, transit centers, stations, right-of-ways, and onboard buses and trains of SamTrans and Caltrain. Additionally, County employee(s) assigned under this Agreement and appointed as a Special Enforcement Officer (a public officer) pursuant to 831.4 of the California Penal Code, may issue citations specifically related to onboard fare infractions, and citations related to the enforcement of parking laws, rules and regulations at transit facilities, centers, and stations.
4. Coordinate the prosecution of criminal cases initiated and/or managed by the Transit Police with the District Attorneys Office in the appropriate county of jurisdiction.
5. Work collaboratively with the Coroners Office in each of the three counties to establish protocols relevant to the investigation of incidents involving transit-related fatalities.
6. Establish and maintain cooperative relationships with allied public safety agencies in each of the three counties, with respect to transit related law enforcement activities.
7. Initiate an allied agency response to all dispatched calls for police service in which Transit Police Bureau resources are not reasonably available, or whenever allied agency assistance is warranted.
8. Secure and review surveillance videos from systems installed onboard SamTrans buses and from the closed circuit television (CCTV) system installed at selected SamTrans and Caltrain facilities, bases and stations, and any new surveillance equipment that might be installed on

or in said facilities on a workload-permitting basis, in support of police and/or District investigations.

9. Establish procedures with the courts in each of the three counties to facilitate the processing of criminal, traffic, non-traffic, and fare enforcement matters on behalf of SamTrans and Caltrain, and where possible, arrange for revenue generated from fines, penalties and restitution in those matters to be transferred to SamTrans in the name of SamTrans or Caltrain as applicable by the County on a quarterly basis, less a 5% administrative processing fee. The distribution of fines, penalties and restitution will be in accordance with established allocation formulas. These revenues will be remitted to Accounts Receivable in the SamTrans Finance Department accompanied by two copies of the revenue allocation report currently generated by the Sheriff's Office.
10. Establish procedures with the County's parking violation vendor to facilitate the processing of parking citations on behalf of SamTrans and Caltrain, and arrange for fine revenue generated from those citations to be transferred to SamTrans in the name of SamTrans or Caltrain as applicable by the County on a quarterly basis, less a 5% administrative processing fee. These revenues will be remitted to Accounts Receivable in the SamTrans Finance Department accompanied by two copies of the revenue allocation report currently generated by the Sheriff's Office.
11. Attend business meetings relevant to services provided under this Agreement.
12. Attend Board meetings conducted by SamTrans, Caltrain, the San Mateo County Transportation Authority or any other public meeting sponsored by one of the three agencies whenever requested by the Chief of Protective Services to deter disruptions, or take law enforcement action as may be appropriate in response to crimes and/or emergencies.
13. Participate in security, safety, education and training programs on behalf of SamTrans and Caltrain on a workload-permitting basis, when such programs are relevant to transit policing issues.
14. Prepare monthly statistical reports of Transit Police Bureau activities, and provide these reports monthly to the Chief of Protective Services. In addition, the Sheriff's office will provide quarterly invoices and supporting documentation to the SamTrans Chief Financial Officer.
15. Make available to SamTrans, copies of reports which are generated as a result of services rendered under this Agreement, provided the Sheriff's Office has determined that providing such information would not compromise the integrity of an active investigation, disclose confidential information, or violate applicable law.
16. Arrange for the Sheriff's Office Records Bureau to serve as the repository for official citations and reports generated by the Transit Police Bureau, including citations processed by the Transit Police Bureau and issued by Caltrain Conductors certified as Fare Enforcement Agents. All documentation will be retained in accordance with the San Mateo County Records Retention Policy.
17. Arrange for the Sheriff's Property Office to serve as the repository for property and evidence collected by the Transit Police Bureau during the course of official business. All property and/or evidence will be processed, controlled and disposed of in accordance with applicable laws, ordinances and standards.

M. Law Enforcement Services Specific to Bus Operations

1. As appropriate, work collaboratively with public and private schools, parents, and/or juvenile authorities to resolve issues related to student misconduct onboard SamTrans buses or otherwise impacting SamTrans bus stops or transit centers.
2. Respond to dispatched calls for police service on SamTrans buses (including responding to active onboard silent-alarms), bus routes, or SamTrans facilities, and take appropriate action to resolve or mitigate incidents.
3. Develop tactical response plans in collaboration with allied police agencies for robbery scenarios involving the SamTrans Revenue Room and revenue vehicle.
4. Conduct impartial investigations and prepare official reports of collisions and other incidents involving SamTrans buses and other District vehicles, involving property damage, injuries, fatalities or other special circumstances in compliance with state regulations pertaining to motor vehicle collisions.
5. Conduct impartial investigations, including interviewing involved parties and witnesses, taking photographs, reviewing available onboard surveillance video, and preparing official reports of non-collision related incidents involving SamTrans buses and other District vehicles in support of a SamTrans' internal investigation to determine cause, merit and/or preventability.
6. Routinely conduct marked police vehicle patrols along scheduled routes of SamTrans buses for violations involving motor vehicles and pedestrians that present potential safety hazards to SamTrans buses, bus operators, passengers, and/or awaiting patrons, and issue citations and make arrests as appropriate.
7. Randomly conduct uniformed and undercover/non-uniformed patrols of SamTrans bus stops, transit centers, and on board SamTrans buses to detect criminal behavior, including but not limited to, fare evasion and the use of fraudulent fare media, disruptive activities, vandalism, personal property theft and assaults, and issue citations and make arrests as appropriate.
8. Routinely conduct highly visible uniformed patrols, including patrols by Transit Police Canine Teams, of SamTrans bus stops, transit centers, and on board SamTrans buses to deter criminal activities and discourage disruptive behavior in an effort to enhance security and safety for SamTrans' patrons.

N. Law Enforcement Services Specific to Rail Operations

1. As appropriate, work collaboratively with public and private schools, parents, and/or juvenile authorities to resolve issues related to student misconduct onboard Caltrain or otherwise impacting Caltrain stations, right-of-way, or facilities.
2. Respond to dispatched calls for police service onboard Caltrain, at Caltrain stations, facilities (including responding to audible and silent Ticket Vending Machine and ticket sales office alarms) and on right-of-ways, and take appropriate action to resolve or mitigate incidents.
3. Develop tactical response plans in collaboration with allied police agencies for robbery scenarios involving Caltrain ticket sales offices and tellers.

4. Conduct impartial investigations and prepare official reports of collisions and right-of-way incursions involving Caltrain where property damage, injuries, fatalities or other special circumstances occur, including highway grade crossing incidents in compliance with state regulations pertaining to motor vehicle collisions.
5. Conduct impartial investigations, including interviewing involved parties and witnesses, taking photographs, reviewing available station surveillance video, and preparing official reports of non-collision related incidents involving Caltrain apparatus, stations, platforms or other facilities in support of a Caltrain internal investigation to determine cause, merit and/or preventability.
6. Randomly conduct uniformed and undercover/non-uniformed patrols onboard Caltrain and at Caltrain stations, right-of-ways and platforms to detect criminal behavior, including but not limited to, fare evasion and the use of fraudulent fare media, disruptive activities, vandalism, personal property theft and assaults, and issue citations and make arrests as appropriate.
7. Routinely conduct highly visible uniformed patrols, including patrols by Transit Police Canine Teams, on board Caltrain and at Caltrain stations, right-of-ways and platforms to deter criminal activities and discourage disruptive behavior in an effort to enhance security and safety for Caltrain patrons.
8. Develop and administer the *Fare Enforcement Agent Training Program* for Caltrain conductors pursuant to 830.14(e) of the California Penal Code on a workload-permitting basis in cooperation with Caltrain's Deputy Director of Rail Operations.
9. In collaboration with Caltrain's Deputy Director of Rail Operations and Caltrain's contracted rail service provider (Amtrak), facilitate the processing of fare enforcement (*Proof of Payment*) citations with the various courts of jurisdiction on behalf of the Peninsula Corridor Joint Powers Board. It shall be the responsibility of Caltrain to institute the necessary controls to ensure that Amtrak forwards completed fare enforcement citations to the Transit Police Bureau in a timely manner, and that citations are free of errors by the issuing fare enforcement agent (conductor). Caltrain shall require fare enforcement agents (conductors) who make repeated errors on citations, to attend a remedial training class facilitated by the Transit Police, and agrees to suspend the citation writing authority of any agent that fails to demonstrate citation preparation competency.

O. Training

The Sheriff's office agrees to provide all necessary and mandatory training required to ensure that the officers assigned comply and meet with all state and agency mandated training. SamTrans will provide any specialized bus or rail related training they deem necessary for Transit Police Bureau personnel.

**EXHIBIT B REVISED APRIL 2008 - COMMUNICATION
SERVICES
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND SAN MATEO COUNTY TRANSIT DISTRICT**

In consideration of the payments set forth in Exhibit C (Revised April, 2008), County shall provide the following Public Safety Communication services:

A. County Obligations

In providing Public Safety Communication Services, County shall be responsible for the following.

1. Dispatching Services – Obligations of Public Safety Communications Division.

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.

2. Calls for Service – Primary Notification.

County's Computer Aided Dispatch (CAD)¹ equipment will be accessed upon receipt of a call for service. Calls will be voice dispatched via radio system².

Secondary notification will take place by Digital Pager. Although pagers are considered secondary methods of notification whereby the call information is transmitted via CAD to the digital pager, which is in-turn assigned to the appropriate field unit(s), this method is considered a redundant to that of the radio system and not intended to replace primary methods of notifications.

In areas not covered by the CAD equipment or radio system, communication services will be provided by the digital pager equipment and cellular phones.

3. Provide SamTrans and its contracted law enforcement officers with the aforementioned services twenty-four (24) hours a day.
4. 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.

¹ CAD operates within the borders of San Mateo County only, with the exception of train stops in San Francisco and Santa Clara counties.

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

5. 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, AWS (Automated Warrant System), CJIS (Criminal Justice Information System), and networks associated to DMV (Department of Motor Vehicles).
6. CHS (Criminal History System) access will not be available from the dispatch center.
7. Work space and facilities overhead costs at the County facility for the personnel and equipment described in this Agreement.
8. Equipment.
 - a. 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.

Ongoing usage charges for the SamTrans' CLETS and SMARTS terminal shall be allocated to SamTrans under the existing Countywide Message Switch System budget, in accordance with the historical established formula applicable to all Message Switch user agencies in San Mateo County.

Said formula will include annual messaging by all authorized law enforcement agencies serving SamTrans (Sheriff's Transit Police) should said agency in the future be authorized access by the state to any one or more of the state databases available under the County Message Switch System.

- b. 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.
9. 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.
10. The geographic file of SamTrans areas needed for CAD will be exclusively maintained by County.
11. Updating of wants and warrants after established business hours via the automated computer system shall be accomplished by the Sheriff's Criminal Records Bureau in accordance with applicable state statutes and

departmental policies. Said information will be accessible to Public Safety Dispatchers, as required, in the currently established manner.

At no additional cost to SamTrans, County shall maintain one (1) CLETS terminal at 1250 San Carlos Ave., San Carlos that shall enable the Transit Police to access "SMARTS." County shall obtain all necessary rights and approvals necessary, if any, authorizing access and use "SMARTS."

12. Host periodic liaison meetings that include line supervisors and/or management representatives of each agency in order to decide issues of mutual interest.
13. Ensure that the existing CAD System accurately reflects the operation of SamTrans in San Mateo County.
14. Attempt to accommodate SamTrans with public safety communications/dispatch services that necessitate additional public safety communications center staffing above and beyond the designated pro-rata share of staffing of one (1) twenty-four (24) hour console, without incurring significant expenditure in overtime costs.
15. 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.
16. Provide and maintain CAD equipment within the Communications Center to effect digital pager activation from the Communications Center to Transit Police field units.

B. SamTrans' Obligations.

1. Insure that its' Law Enforcement 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.
2. 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.
3. Maintain all necessary telephone lines for digital/computer communications between the County and SamTrans.
4. Shall give the County (inclusive of Public Safety Communications, Sheriff's Patrol and Administration) at least thirty (30) days notice of any operations changes that affects its' response.

C. Administration, Personnel and Workload Assessment.

1. Administration.

The County Public Safety Communications Program Manager (“Program Manager”) shall be the designated management representative and liaison with SamTrans’ Chief of Protective Services, with respect to all services provided by County under this Agreement.

Program Manager shall maintain regular communications with SamTrans Chief of Protective Services and the Transit Police Commander assigned under the Agreement (see Exhibit A) and with assigned County personnel, to ensure the effective delivery of services under this Agreement, and shall be available to meet with the Chief and/or other SamTrans staff as required.

There shall be a mutual and free exchange of reports, memoranda and verbal communications which concern services provided by County to SamTrans under this Agreement.

2. Personnel.

Program Manager has the sole discretion to select and assign personnel to provide communications dispatch services to SamTrans. Any concern on the part of SamTrans regarding the performance or suitability of County staff assigned should be communicated directly to the Program Manager, who will review the situation and take what actions are deemed appropriate, and discuss said actions with SamTrans’ Chief of Protective Services.

3. Workload Assessment.

Program Manager will periodically assess SamTrans’ communications dispatch workload issues, impacts and services. If in the opinion of the Program Manager, services rendered have increased beyond the level funded in this Agreement, to the extent of degrading customer service and/or impacting public safety, the Program Manager will so inform the Chief of Protective Services and the Sheriff.

If such event occurs, all parties will meet and confer in good faith to reach an agreed upon resolution to the problem(s), which may then be presented to the respective parties’ high authorities and governing boards, if and as required.

**EXHIBIT C REVISED APRIL 2008 –
PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND THE SAN MATEO COUNTY TRANSIT DISTRICT**

In consideration of the services provided by the Contactor in Exhibit A (Revised April 2008) and B (Revised April 2008), SamTrans shall pay the County based on the following schedule:

C. Payments.

Total payment obligations by SamTrans to County under this agreement for law enforcement services will not exceed \$722,535 from April 1, 2008 through June 30, 2008, \$3,215,916 for Fiscal Year 2008-2009, \$3,401,104 for Fiscal Year 2009-2010, and \$3,597,180 for Fiscal Year 2010-2011. The annual payment obligations for each time frame may be less than identified above based on actual cost of living adjustments identified in Section B below and based on actual billings for late calls, call outs and special events as described in Exhibit A Section I.

Total payment obligations by Samtrans to County under this agreement for public safety communications services will not exceed \$101,054 for Fiscal Year 2008-2009, \$105,096 for Fiscal Year 2009-2010, and \$109,300 for Fiscal Year 2010-2011.

Quarterly invoices shall be sent to the SamTrans Finance Department, attention Accounts Payable on or before the 10th day of the third month of each Fiscal Quarter, in order for each to be paid in full by the last day of that same month.

Invoices for periodic special overtime (as outlined in Section I. of Exhibit A) shall be sent to the SamTrans Finance Department, attention Accounts Payable, and payment will be remitted within 30 days. Such invoices shall include the overtime report referenced below is Section B.2.

D. Reporting

The County will provide the following reports relating to the contracted services:

1. Quarterly performance reports on the Transit Police operations. These reports can be substituted with the three relevant monthly statistical reports as referenced in Exhibit A, Section L.14. Two hard copies or an electronic copy of the report shall be sent to the SamTrans Finance Department, as soon as is practical after the end of each quarter.
2. Overtime reports detailing overtime charges by type (late calls, call outs, special events and emergency deployments) as described in Exhibit A, Section J. This should include information as to what charges relate to SamTrans vs. Caltrain. Two hard copies of the reports shall be attached to the invoice or the report may be sent electronically to SamTrans Finance Department, attention Accounts Payable concurrent with the submission of the invoices for these services.

E. Cost-Of-Living Adjustments (COLA's).

1. Increases equal to the negotiated cost of living and/or equity increases for Sheriff's Office sworn personnel will be applied, pursuant to the terms of the current MOU with Sheriff's Office employee organizations. Increases will be communicated to Sam Trans once they are established. Increases beyond Fiscal year 2008 – 2009 will not exceed 6% per year for the duration of this Agreement.

Said projected future year adjustments are included within the not-to-exceed annual payment obligations noted in Section A of this Exhibit; actual adjustments for Fiscal year 2009 – 2010 and beyond may be less than the 6% maximum shown in Section A, depending on the amount of future COLA's.

2. Increases equal to the negotiated cost of living and/or equity increases for Communications Dispatch personnel will be applied. Increases will be communicated to SamTrans once they are established. The Fiscal year 2008 – 2009 cost-of-living adjustment, effective April 1, 2008, has been established at 6% for communications services. Increases beyond Fiscal Year 2008 – 2009 will not exceed 6% per year for the duration of this Agreement.

Said projected future year adjustments are included within the not-to-exceed annual payment obligations noted in Section A of this Exhibit; actual adjustments for Fiscal Year 2009 – 2010 and beyond may be less than the 6% maximum shown in Section A, depending on the amount of future COLA's.

F. Charges for Law Enforcement Services.

1. Total charges from April 1, 2008 through June 30, 2008 are \$722,535 to be paid as follows:
 - \$722,535 on or before June 30, 2008.
2. Total charges for FY 2008 – 2009 are \$3,215,916 to be paid as follows:
 - \$803,979 due to County on or before September 30, 2008; and
 - \$803,979 due to County on or before December 31, 2008; and
 - \$803,979 due to County on or before March 31, 2009; and
 - \$803,979 due to County on or before June 30, 2009.
3. Total charges for FY 2009 – 10 are \$3,401,104 to be paid as follows:
 - \$850, 276 due to County on or before September 30, 2009; and
 - \$850, 276 due to County on or before December 31, 2009; and
 - \$850, 276 due to County on or before March 31, 2010; and
 - \$850, 276 due to County on or before June 30, 2010.
4. Total charges for FY 2010 – 11 are \$3,597,180 to be paid as follows:
 - \$899,295 due to County on or before September 30, 2010; and
 - \$899,295 due to County on or before December 31, 2010; and
 - \$899,295 due to County on or before March 31, 2011; and
 - \$899,295 due to County on or before June 30, 2011.

G. Charges for Public Safety Communication Services.

1. Total charges for FY 2008 – 2009 are \$101,054 to be paid as follows:
 - \$25,263.50 due to County on or before September 30, 2008; and
 - \$25,263.50 due to County on or before December 31, 2008; and
 - \$25,236.50 due to County on or before March 31, 2009; and
 - \$25,263.50 due to County on or before June 30, 2009.

2. Total charges for FY 2009 – 10 are \$105,096 to be paid as follows:
 - \$26,274 due to County on or before September 30, 2009; and
 - \$26,274 due to County on or before December 31, 2009; and
 - \$26,274 due to County on or before March 31, 2010; and
 - \$26,274 due to County on or before June 30, 2010.

3. Total charges for FY 2010 – 11 are \$109,300 to be paid as follows:
 - \$27,325 due to County on or before September 30, 2010; and
 - \$27,325 due to County on or before December 31, 2010; and
 - \$27,325 due to County on or before March 31, 2011; and
 - \$27,325 due to County on or before June 30, 2011.

H. Special Equipment.

Special equipment requested by SamTrans not included in the base contract as described in Exhibit A, Section H shall be billed to SamTrans on a quarterly basis at cost. Such equipment may include, for example, additional pagers or cell phones requested by SamTrans not included in the base contract. These costs are in addition to the costs described above.