

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITY OF HALF MOON BAY**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_, 2009, by and between the **COUNTY OF SAN MATEO**, hereafter called "COUNTY," and **HALF MOON BAY POLICE DEPARTMENT** 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 public safety dispatch services 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 Office of Public Safety Communications, is willing to perform such services,

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

**1. Exhibits.**

Exhibit A, describing the **Public Safety Communications** services that the parties have agreed the COUNTY will provide for the CITY, as well as the costs 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 Public Safety Communications services for CITY as set forth herein and in Exhibit A.

- (a) COUNTY will provide Public Safety Communication services as set forth in Exhibit A.
- (b) COUNTY will rent to CITY the use of pagers or pager network access compatible with the COUNTY dispatch system, at the rates set forth in Exhibit A.

**3. Payments.**

- (a) CITY shall make payment to the COUNTY for the total sum not to exceed \$406,682 over the term of this primary agreement.
- (b) The amount due for future years will be determined by negotiated increases in costs of salaries and benefits of COUNTY employees performing the work hereunder or by using the Bay Area CPI, whichever percentage is greater. The percentage of increases will be calculated and applied to the previous year's annual payment. It will be the responsibility of the COUNTY to notify the CITY of any such change as soon as it is published in written form. Every attempt to make this notification will be made in order to give the CITY at least three months notification prior to the increase effective date. Once contracts are ratified, the CITY will be notified, in writing, of

*re  
6-17-09*

the agreed upon labor increases as it affects the term of this contract.

The amount payable to COUNTY may also be changed if there is a change in job responsibility of the dispatch staff, increase of call volume requiring an increase in the number of staff needed to effectively render service. Any increase will first be negotiated with and approved by the CITY.

(c) The following rate and dates are agreed upon by both COUNTY and CITY:

- FY 2009/10 \$203,341 no increase
- FY 2010/11 \$203,341 no increase

(d) In addition to the services and payments described in this agreement, COUNTY will facilitate the rental of either alpha-numeric pagers or network access in order to receive pages from the COUNTY CAD system to the designated CITY wireless devices, as set forth in Exhibit A.

(f) Should the CITY require staffing for a pre-planned event above and beyond the basic console staffing, the COUNTY will charge the CITY for said services at a rate not to exceed the overtime rate of a Supervising Communications Dispatcher.

#### **4. Term and Termination.**

The term of this Agreement shall be from July 1, 2009 through June 30, 2011. This Agreement may be extended for a term of two years, adopting the terms, conditions and payment schedule, terminating June 30, 2013, by a written amendment approved and signed by the parties.

This Agreement may be terminated by CITY or COUNTY without a requirement of good cause, in the month of December, providing six (6) months written notice, to the other party.

In the event of termination, payment shall be prorated based on the rates set forth 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

*Handwritten signature and date: 6-17-09*

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 County Manager's Office 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:

1. Comprehensive General Liability . . . . .	\$2,000,000
2. Motor Vehicle Liability Insurance . . . . .	\$2,000,000

**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

*6-17-07*

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.

**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:**

Chief of Police/City Manager  
City of Half Moon Bay  
537 Kelly Avenue  
Half Moon Bay, CA 94019

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

*6-17-09*

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
President of the Board of Supervisors

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

**CITY OF HALF MOON BAY**

By: Michael P. DeLeon

Date: 6-17-09

**EXHIBIT "A"**  
**PUBLIC SAFETY COMMUNICATION SERVICES**

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

**I. DESCRIPTION OF PUBLIC SAFETY COMMUNICATIONS (PSC)SERVICES**

- A. County shall provide the CITY with:
1. Telephone answering.  
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 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 of law enforcement training every twenty-four (24) months in order to remain proficient and capable of providing services that meet or exceed the needs and standards of the County Office of Public Safety Communications and Half Moon Bay Police Department.
  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)
    - AWS (Automated Warrant System)
    - 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.

**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 CITY'S 9-1-1 and seven (7) digit emergency telephone volume.

*6-17-07*

- C. Provide and maintain radio console equipment within the Communications Center to effect radio transmissions from the Communications Center to mobile and portable cites, on the frequencies designated by the CITY.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to CITY activity on radio and telephone incidents. All radio frequencies or telephone lines used for CITY 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 response areas needed for CAD will be jointly maintained by the County and CITY.
- G. Update CLETS and AWS entries during 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 CITY'S activities.
- J. Staff a communications/dispatch/call taking console, twenty-four (24) hours a day, seven (7) days a week in order to ensure prompt and efficient communications services. The formula used on staffing a console 24 hours a day, seven days a week is based on a call volume standard of no more than 50,000 calls per year per console. The CITY shares console workload with other jurisdictions for cost saving and efficiency. Should the collective call volume exceed this standard, all parties will meet and confer on additional require staffing.
- K. Provide a general business telephone number that can be used for official business of the Half Moon Bay Police personnel in order to communicate directly with the designated police dispatcher.
- L. Should the CITY require staffing for a pre-planned event above and beyond the aforementioned console staffing, the County will accommodate and charge the CITY for said services. Costs not to exceed the overtime rate of a Supervising Communications Dispatcher will be invoiced to the CITY for actual hours worked.
- M. Provide and maintain CAD equipment within the Communications Center to effect digital pager activation from the Communications Center to CITY police field units.
- N. Upon request from field personnel, PSC supervisory staff will activate SMC Alert for specified purposes.

*me*  
6-17-05

- N. Rent alpha-numeric pagers or network access to CITY at the price not to exceed \$10.00 per pager, per month. The rental fee includes the use of the pagers as well as their maintenance if applicable. 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 and/or network access 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. These costs are separate from the service charges identified on Page 1, Paragraph 3 "Payments".  
It is agreed by the parties that future cost increases in pager rental/maintenance or network access 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.
- O. Provide technical systems consultation (PSC Systems Unit personnel) should the CITY desire to implement specific technology into the Dispatch Center. If the CITY agrees that a mutually agreed upon project plan will be developed from project start to implementation, costs associated with the project, equipment and maintenance will be born by the CITY.
- P. Provide Communications Center personnel to represent the PSC Department at meetings/training, etc at the CITY's request, provided ample notice is given such that staffing in the Dispatch Center is maintained.

### III. RESPONSIBILITIES OF CITY.

In addition to making payments in accord with paragraph three of the Agreement, CITY will:

- 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, CLETS updates 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 or network access fees not to exceed a maximum of \$18.00 (per pager), per month. The CITY will rent as many pagers as they feel necessary to endure efficient notification/calls for service.

*6-17-07*



- E. PSC Management and Supervisory staff shall enjoy a direct line of communication with designated CITY's Patrol Commander and supervisory personnel in matters of radio traffic manner and procedures, intra-personal relationships and communications procedure matters.
- F. Maintain all necessary telephone lines for digital/computer communications between the County and the CITY.
- 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 a minimum of (30) days notice of simple operational changes that affect its response and require automation into the County CAD. Moderate to complex operational changes will require communication between PSC and Police CITY representatives in order to affect efficient/accurate change within a timeline to be mutually agreed upon.

*6-17-09*

Resolution No. C- 46 -09

**A RESOLUTION OF THE CITY OF HALF MOON BAY AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITY OF HALF MOON BAY**

**RESOLVED**, by the City Council of the City of Half Moon Bay, San Mateo County, that

**WHEREAS**, the County of San Mateo and the City of Half Moon Bay enter into this Agreement for public safety communication services for the period beginning July 1, 2009 through June 20, 2011.

**WHEREAS**, the governing bodies of the County of San Mateo and the City of Half Moon Bay have authorized the execution of this agreement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED**, as follows: That the City Council of the City of Half Moon Bay hereby authorizes the Interim City Manager to execute an agreement Exhibit 1, between the County of San Mateo and the City of Half Moon Bay.

\* \* \* \* \*

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16<sup>th</sup> day of June, 2009 by the City Council of Half Moon Bay by the following vote:

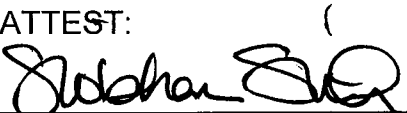
AYES, Councilmembers: Fraser, Grady, McClung, Patridge & Mayor Muller


NOES, Councilmembers: \_\_\_\_\_

ABSENT, Councilmembers: \_\_\_\_\_


ABSTAIN, Councilmembers: \_\_\_\_\_

ATTEST:

  
Siobhan Smith, City Clerk

  
John Muller, Mayor

**APPROVED AS TO FORM:**

  
Anthony P. Condotti, City Attorney