



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Office of Public Safety Communications



DATE: October 3, 2011
BOARD MEETING DATE: November 1, 2011
SPECIAL NOTICE/HEARING: No
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Jaime D. W. Sun (Signature) Public Safety Communications Director
SUBJECT: Agreement between the City of San Carlos and the County of San Mateo for the provision of Communications Dispatch Services

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board of Supervisors to execute an agreement with the City of San Carlos for public safety communications services for the term of November 11, 2011 through June 30, 2016, for a total amount of \$318,500, \$288,500 for service charges for the first seven months and a one time fee not to exceed \$30,000, with fees to be determined for future years during the term of the contract.

BACKGROUND:

On October 5, 2010, your Board approved an Agreement between the City of San Carlos and the County Sheriff's Office which authorizes the Sheriff to provide law enforcement services to the City. Prior to the Board's approval, and in preparation of this Agreement, the City advised that a separate and unrelated contract was in place between the City of San Carlos and the City of Menlo Park for the provision of Dispatch Services. This contract expires on November 11, 2011. Although inconsistent with the current communications service model of the County's 911 Dispatch Center, the Sheriff agreed to honor the existing Agreement between the two cities. In the meantime, the City and County negotiated the terms and conditions of the Agreement.

DISCUSSION:

In August 2011, the City and County negotiated the recommended four year and seven month contract. The first seven months, November 11th to May 11th, 2012, will provide time for PSC to analyze workload and determine commensurate costs for services, as well as an agreed upon formula for increases in subsequent years. It is anticipated that calls for service in San Carlos will exceed 35,000 a year. Once the formula is determined, PSC will be able to ensure the County is fully reimbursed for the costs of providing the service. The cost of providing dispatch services for the first seven months is \$288,500.

In addition to service charges, the City of San Carlos agreed to a one time fee of no more than \$30,000 for a total cost to \$318,500. This one time fee is for work conducted by PSC staff to prepare for the implementation of communications services. Work conducted in advance included Computer Aided Dispatch (CAD) system programming, operational policy and procedure development, and training of dispatch and Sheriff's patrol staff.

Pursuant to the Agreement, PSC will provide communications/dispatch services, supervisory personnel 24 hours a day, seven days a week, management overhead, and public safety systems oversight and maintenance. The Agreement includes a small pro-rata share of services and supply costs, and provisions for PSC Dispatch Staff to participate in community public education, neighborhood meetings, crime prevention campaigns and ride-alongs with police officers.

The San Carlos City Council approved the Agreement on Monday, September 12, 2011. County Counsel has reviewed and approved the Agreement and Resolution as to legal form.

Approval of this Agreement contributes to the Shared Vision 2025 community outcome of Healthy Communities/ Safe Neighborhoods by ensuring that efficient and prompt 911 communications services are rendered to the citizens and visitors of San Carlos, 24 hours a day, seven days a week.

Performance Measure(s):

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percent of High Priority Calls dispatched within established time frames: ▪ Police	*72%	85%

*PSC experienced a decline in call processing due to implementation of the Emergency Police Protocols in August 2010. As staff acclimates, improvement has been demonstrated. To date, measures have increased to 79%.

FISCAL IMPACT:

Revenue from this Agreement is included within the Public Safety Communications FY2011/12 budget. The City will pay for services effective November 1, 2011 through June 30, 2012, at which point annual costs will have been agreed upon for the remainder of the term, which expires June 30, 2016. Revenue for this Agreement currently totals \$318,500.

RECOMMENDED

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COUNTY MANAGER

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

ADOPT A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE AN AGREEMENT WITH THE CITY OF SAN CARLOS FOR PUBLIC SAFETY COMMUNICATIONS SERVICES FOR THE TERM OF NOVEMBER 11, 2011 THROUGH JUNE 30, 2016, FOR A TOTAL AMOUNT OF \$318,500, \$288,500 FOR SERVICE CHARGES FOR THE FIRST SEVEN MONTHS AND A ONE TIME FEE NOT TO EXCEED \$30,000, WITH FEES TO BE DETERMINED FOR FUTURE YEARS DURING THE TERM OF THE CONTRACT.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance, an Agreement whereby the County of San Mateo will provide law enforcement dispatch services for the City of San Carlos for the term of November 11, 2011 through June 30, 2016; and

WHEREAS, the County will provide law enforcement communications dispatch services and the City will reimburse the County for all costs incurred; and

WHEREAS, this Board has been presented with a form of such Agreement and said Board has examined and approved same as to both form and content and desires to enter into same:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized to execute said

Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE CITY OF SAN CARLOS**

THIS AGREEMENT is entered into this ____ day of ____, 2011, by and between the **COUNTY OF SAN MATEO**, hereafter called "COUNTY," and **CITY OF SAN CARLOS** hereafter called "CITY";

WITNESSETH:

WHEREAS, pursuant to Government Code §§ 51300 *et seq.*, COUNTY and CITY may contract for the performance of CITY functions by the appropriate officers and employees of COUNTY; and

WHEREAS, CITY desires that COUNTY provide public safety dispatch services COUNTY as hereafter set forth, for and on behalf of CITY, within the territorial limits of CITY, and COUNTY, by and through its Office of Public Safety Communications, is able and willing to perform such services,

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

1. Exhibits.

Exhibit A, describing the services that the parties have agreed the COUNTY will provide for the CITY, as well as the fees 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 (PSC) services for CITY as set forth herein and in Exhibit A:

A. COUNTY will provide PSC services as set forth in Exhibit A.

3. Payments.

A. The CITY will pay fees for the duration of the contract term in accordance with the following: The first period of the contract will be effective November 11, 2011. Costs for services for the initial 7.5 months during FY 2011/12 ("Initial Term") is \$288,500. Effective June 30, 2012, the fee structure will align with the fiscal year calendar and annual fees will be applied starting July 1, 2012 in accordance with the process and formula set forth below ("Annual Base Fee").

- B. The Annual Base Fee for each fiscal year (i.e., July 1 through June 30) of the contract term following the Initial Term under this Agreement will be determined and calculated in accordance with the following:
1. An audit to determine the actual allocation of the communications workload resulting from the provision of service to the Sheriff's Office - San Carlos Bureau for the previous fiscal year within the term (or, in the case of the first full fiscal year, for the Initial Term extrapolated over a full year) shall be conducted by COUNTY. Impact of this workload will be assessed by COUNTY, in collaboration with CITY, to determine whether staffing of the PSC Communications Center is adequate.
 2. The Annual Base Fee for Fiscal Year 2012-13, and for each subsequent Fiscal Year of the Contract Term, shall be determined by taking the amount paid for the prior Fiscal Year (or, in the case of FY 2012-13, the annualized equivalent of the base rate for the Initial Term, \$461,600), and adding (or if the amounts below constitute reductions, subtracting):
 - i. an amount equivalent to the proportionate change in expense associated with a change in staffing, if any, determined in accordance with subpart (1), above; and
 - ii. an amount equivalent to the negotiated proportionate change in salaries and benefits of all COUNTY employees performing work under this Agreement above ("Salary and Benefits Change") for staffing levels as established in accordance with the process set forth in subpart (1).
 3. Should the parties fail to agree to actual workload and commensurate staffing in accordance with subpart (1), above, until after the start of the next fiscal year, the parties agree to use the prior Annual Base Rate (or in the case of Fiscal Year 2012-13, the annualized Initial Term rate), adjusted in accordance with the Salary and Benefits Increase for the then-current staffing level, until agreement is reached, at which point the Annual Base Rate would be adjusted in accordance with the agreed-upon staffing increase and the corresponding Salary and Benefits Increase, if any.
- C. The parties agree and acknowledge that stated fees are based on projected total cost recovery for COUNTY for services rendered. Fees will reimburse COUNTY for staffing of a 911 workstation in order to accommodate telephone and radio workload.
- D. In addition to the fees set forth herein, CITY is responsible for one-time costs of CAD programming, equipment integration, costs associated with the delivery of initial orientation training and any overtime hours expended for staff to attend orientation training, the total amount of such costs not to exceed \$30,000.
- E. Should CITY require communications services for a pre-planned event above and beyond the basic console staffing, COUNTY will charge CITY for said services at the actual cost, not to exceed the overtime rate of a Supervising Communications Dispatcher (\$69/ph).

- F. In the event there are any unforeseen or unanticipated costs incurred by COUNTY in connection with start-up costs or excessive costs during the term of this Agreement, the parties will agree to negotiate in good faith an equitable adjustment to the Agreement so that COUNTY is not subsidizing services as described hereunder.
- G. Under this Agreement, there is no direct reimbursement by CITY for COUNTY's purchase of equipment that facilitates dispatch service. However, parties agree to meet and negotiate in good faith their participation in an Equipment Replacement Fund to be developed and established by COUNTY during the Contract Term.
- H. Under the terms of this Agreement, COUNTY is solely responsible for salaries and benefits of its own employees and is not assuming personnel from CITY's previous service provider. Except as set forth herein, COUNTY is solely responsible for the cost of services, supplies and charges to COUNTY.

4. Term and Termination.

The term of this Agreement ("Contract Term") shall be from November 11, 2011 through June 30, 2016 (four years, seven month, 20 days).

This Agreement may be terminated by CITY or COUNTY without a requirement of good cause, effective on or before December 31 of a given year during the term of the contract by providing six (6) months advance 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 by COUNTY 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 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 shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect it 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 itself 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

COUNTY shall maintain self-insurance for Bodily Injury Liability and Property Damage Liability as shall protect it 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 itself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall provide coverage in accordance with the limits set forth above.

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.

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 Manager
City of San Carlos
666 Elm Street
San Carlos, CA 94070

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


COUNTY OF SAN MATEO

By: _____

President of the Board of Supervisors

Date: _____

CITY OF SAN CARLOS


By:  _____
Jeff Matthe, City Manager

OR

Date: 10-14-11

ATTEST: 
Clerk of the Board

APPROVED AS TO FORM


Gregory J. Rubens, City Attorney
Dated: 10-13-11

ATTEST:

Clerk of the Board

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 City's with:

1. Telephone answering. However, County will not be responsible for answering City's Police non-emergency, administrative telephones.
2. Personnel notification.
3. Dispatching, including automated status keeping, and associated activity reports and inquiries.
4. Notification/call-alert by activating digital pager equipment.
5. 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 and/or Mobile Data Terminal, 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.
2. City shall have direct access to all relevant computerized law enforcement data bases 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. This access is for the dispatch function only, not for 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 City'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 access the County's trunked radio system on the frequencies designated as agreed upon by the County and Sheriff's – San Carlos Bureau.
- D. Provide and maintain recording equipment to log and record incoming and outgoing transmissions related to radio and telephone incidents. All radio frequencies or telephone lines used for San Carlos Bureau 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 maintained by the County.
- 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 in order to decide issues of mutual interest.
- I. Ensure that the existing CAD System accurately reflects the operation of the Sheriff's - San Carlos Bureau.
- J. Provide a general business telephone number that can be used for official business of the San Carlos Bureau personnel in order to communicate directly with the designated police dispatcher.
- K. Provide Communications Center personnel to represent the PSC Department at meetings/training, etc at the San Carlos Bureau 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. Arrange to have incoming business and other non-emergency calls deferred to the Sheriff's Office.
- B. Insure that its law enforcement contractor learn and comply with established procedures with regard to the communications operation, regardless of whether an official written document of said procedure exists or it's simply an understood practice.
- C. Maintain direct telephone lines between City Hall and the Communications Center.