

## **AGREEMENT BETWEEN THE CITY OF SAN PABLO and CONTRA COSTA COMMUNITY COLLEGE DISTRICT FOR THE PROVISION OF DISPATCH SERVICES THROUGH THE TRI-CITY AGREEMENT**

This agreement is entered into between the City of San Pablo (hereinafter “City”) and the Contra Costa Community College District (hereinafter “District”) to provide dispatch services to the District (“Agreement”) through the Tri-City Dispatch Services and CAD/RMS Agreement effective July 1, 2023 among the City of San Pablo, City of Pinole and the City of Hercules (“Tri-City Agreement”).

1. **Purpose of Agreement.** City will provide District with dispatch services from the Pinole Police Department, pursuant to the Tri-City Agreement, which is attached and incorporated as Exhibit A into this Agreement. The City is bound by the terms of the Tri-City Agreement, so the District and City must abide by those terms as well in carrying out this Agreement. This Agreement shall be read consistently with the Tri-City Agreement, which shall prevail over any inconsistent terms in this Agreement. The Parties agree to cooperate in the execution of any additional agreements, documents, policies and procedures, which may be required to carry out the terms of this Agreement.
2. **Term.** The effective date of this Agreement is July 1, 2023 and this Agreement terminates June 30, 2028, unless the Tri-City Agreement is terminated or the City withdraws from the Tri-City Agreement prior to that date. If the City withdraws from the Tri-City Agreement or the Tri-City Agreement is terminated before June 30, 2028, the City will work with the District in transitioning to another source for dispatch services, but will be under no obligation to provide such services to the District or be liable for costs or damages due to such transition, provided however that the District shall be entitled to a prorated refund as set forth in Paragraph 10.
3. **City Obligations.** The City will include the five (5) District Officers assigned to the Contra Costa College Campus in San Pablo to the City’s sworn officer list under the Tri-City Agreement to ensure District and its Officers at the Contra Costa College Campus receive dispatch services provided by the Pinole Police Department under the Tri-City Agreement.  
  
The City will provide the District with system access to Computer Aided Dispatch (“CAD”) for two Mobile Data Computers (“MDC”) and two (2) Net-Motion licenses for connectivity to the CAD system. The District will provide its own Records Management Systems (“RMS”) services.
4. **District Obligations.** The District will comply with all applicable terms in the Tri-City Agreement.

The District will be responsible for maintaining MDC equipment and Mnemonics compatible with the CAD system utilized under the Tri-City Agreement. The District agrees to follow CJIS security standards to protect access and visibility of information provided by the CAD system.

It is the responsibility of the District to promptly notify the San Pablo Police Department in the event of compromised information security, including suspected system threats, and theft, loss, or suspected unauthorized access of the District's MDC.

5. **Service and Maintenance.** The City's Information Technology Division (hereinafter "IT Division") will provide the following services to the District for only the two systems assigned to the Contra Costa College Campus.

- Installation of CAD software and Net-Motion connectivity
- Upgrades of CAD software and Net-Motion connectivity
- Troubleshooting of CAD software or Net-Motion connectivity-related problems.

6. **Annual Costs.** Over the term of the Tri-City Agreement, as set forth in Exhibit A which is incorporated into this Agreement, the City is projected to incur an average annual cost of approximately \$16,065 for the additional five District Officers at the Contra Costa College campus to receive dispatch services from Pinole over the term of the Tri-City Agreement. To offset those costs, District will pay an annual sum of \$16,065 ("Annual Fee") to the City for each year during the term of this Agreement, to be paid within thirty (30) days of receipt of an invoice from the City, with issuance of the invoice expected to occur in within 30 days of execution of this Agreement for FY2023-24 and in June each year thereafter for the following fiscal year, as follows:

- FY 23/24 (July 1, 2023 – June 30, 2024): \$16,065
- FY 24/25 (July 1, 2024 – June 30, 2025): \$16,065
- FY 25/26 (July 1, 2025 – June 30, 2026): \$16,065
- FY 26/27 (July 1, 2026 – June 30, 2027): \$16,065
- FY 27/28 (July 1, 2027 – June 30, 2028): \$16,065

Invoices will be issued by the City of San Pablo Finance Department via mail, addressed to:

Contra Costa Community College District Police Department  
500 Court Street  
Martinez, CA 94553

Payment for issued invoices will be mailed to the City of San Pablo Finance Department:

City of San Pablo  
Attn: Finance Department  
1000 Gateway Avenue  
San Pablo, CA 94806

Unless this Agreement is terminated earlier pursuant to Section 2 or Section 8, the total compensation to be paid by District shall be **Eighty Thousand Three Hundred Twenty-Five Dollars (\$80,325)** over the five-year term of this Agreement from July 1, 2023 through June 30, 2028.

7. **Relationship of the Parties.** It is expressly understood that no agency, employee partnership, joint venture or other separate entity is established by the Agreement. Each Party retains control over their own employees, who will be subject to that agency's rules and regulations.
8. **Property and Equipment.** All property and equipment purchased and/or used by the City in the performance of services and maintenance for the District shall remain the property and equipment of the City. The City shall have the responsibility of maintaining property and equipment utilized in the performance of services and maintenance for the District.
8. **Termination.** This Agreement may be terminated by either party, at their sole discretion, upon ninety (90) days' advance written notice thereof to the other. If a Party fails to cure any material breach, following notice and an opportunity to cure, the other Party may terminate this Agreement for cause not less than thirty (30) days from the date of the notice. Upon termination, except for termination by the City for cause, the District shall be entitled to a prorated refund of the Annual Fee paid to City for that fiscal year for services. The District shall not be entitled to any other refund upon termination.
9. **Force Majeure.** If by reason of *force majeure* any Party is unable in whole or in part to perform the obligations under this Agreement, such Party shall not be in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not

reasonably within the control of such Party. For the avoidance of doubt, force majeure shall not include the novel coronavirus COVID-19 pandemic.

10. **Warranty**. City provides the hardware, software, services and ancillary systems without any warranty or condition, expressed or implied. San Pablo specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. District acknowledges that the systems may not operate totally without interruption. City makes no representations, warranties, or guarantees regarding uptime for the systems.
11. **Operational Concerns**. The Parties shall attempt to resolve operational concerns or complaints in the most expeditious manner. If necessary, these concerns or complaints shall be documented and forwarded through the complaining Party's chain of command in the Police Department.

If either Party has or received concerns or complaints regarding a particular employee or contractor of the other Party, those shall be addressed first verbally to the Police Sergeant liaison or other designated supervisor for the Party employing or engaging the particular employee/contractor. If the particular employee is not a Police Department employee, then the Police Sergeant or designated supervisor will coordinate with the appropriate supervisor, Department Head, or designee.

If the matter cannot be resolved informally, the complaining Party may be asked to put those complaints in writing, addressed to the individual listed under Section 20, "Notices," who shall respond to all complaints in writing within three (3) weeks of receipt of any written complaint regarding the status thereof, and shall continue to update the complaining Party with the status thereof every forty-five (45) days until disposition. It is the intent of the Parties that all complaints be resolved within ninety (90) days of receipt.

If the concern is causing immediate harm or a personnel or public safety risk, the concern should be brought to the attention of the appropriate Watch Commander or other designated supervisor for immediate action, as well as any necessary documentation.

## 12. **Dispute Resolution**.

- A. In the event that a Party disputes any provision or interpretation of or performance under this Agreement, including cost of service or billing, or contends there has been a material breach of the Agreement, the Parties shall meet to attempt to resolve the dispute. Disputes not resolved at the City Manager, Chancellor, and Police Chiefs (or their designees) level may be escalated by giving written notice to the other Party of the need to proceed with

non-binding mediation. It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible.

- B. Within ten (10) business days from the effective date, pursuant to Section 20, of written notice from one Party to the other indicating that a dispute is to be mediated, the Parties shall mutually select one person from the Judicial Arbitration and Mediation Services ("JAMS") or other mediation service provider, who shall mediate the dispute. The Parties should select a qualified professional with expertise in the subject matter of the dispute to mediate the dispute.
  - C. If the Parties are unable to mutually agree upon a mediator within fourteen (14) business days following the notice, the Parties shall each designate one person as a mediator within twenty (20) business days following the notice, and the two designated mediators shall mutually select a third mediator (also a qualified professional with expertise in the subject of the dispute) within twenty (20) business days of selection of the first two mediators. The one mutually-selected mediator shall mediate the dispute.
  - C. The mediation shall be commenced within thirty (30) business days of the appointment of the mediator unless a longer period of time is agreed in writing by the Parties or granted by the mediator for good cause shown. The mediation shall be conducted in accordance with the discretion of the mediator. However, if the mediator is unable to resolve the dispute within thirty (30) business days of its commencement, and the Parties do not agree to an extension of time, the mediator shall submit specific and written recommendations for full resolution of the dispute within ten (10) business days thereafter. The Parties shall consider the written recommendations of the mediator.
  - D. The fees and expenses of the one selected mediator shall be divided equally between the Parties, but otherwise each Party shall be responsible for its own costs and expenses, including its own attorneys' fees.
  - E. No Party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. Should litigation be commenced, each Party shall be responsible for its own attorneys' fees and costs and not entitled to collect such fees and costs from the other Party.
13. **Nondiscrimination.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national

origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

14. **Compliance with Laws.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws (including local ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.

15. **Indemnification and Insurance.**

- A. **Mutual Indemnification.** Each Party shall indemnify, hold harmless, and defend the other party (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from that party's performance, or failure to perform, under this Agreement.
- B. **Records Requests and Litigation Holds.** The Parties shall develop procedures and forms for notifying Pinole and/or San Pablo to provide records needed to respond to a Public Records Act request or subpoena or retention of records due to a potential or actual claim or litigation. The Parties recognize that significant requests are beyond the anticipated budget and may require adjustments to the costs for dispatch services or CAD. It is the responsibility of the requesting department to ensure that it receives the requested records. Once the records have been provided, it is the responsibility of the requesting department to secure and maintain those records.
- C. **Insurance.** During the term of this Agreement, each Party shall maintain at its own cost and expense the following insurance or self-insurance coverage against claims for injuries to persons or damages to property that may arise from or in connection the performance of the work under this Agreement:
- 1) **Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 2) **Automobile Liability Insurance.** ISO Form Number CA 00 01 covering any auto (Code 1) with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

16. **Modifications and Amendments:** This Agreement may be modified or amended only by the mutual written agreement of the City and the District.
17. **Entire Agreement:** This Agreement, with Exhibit A contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
18. **Notices:** Any notices, requests, demands or other communications required or permitted to be given under this contract shall be in writing and shall be deemed to have been given on the date of service if served personally on the Party to whom notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

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DISTRICT: Contra Costa Community College District Police Department  
Attn: Edward Carney, Police Chief  
500 Court Street  
Martinez, CA 94553

19. **Headings.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
20. **Severability.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this Section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.
21. **Governing Law; Jurisdiction; Venue.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.
22. **Assignment and Delegation.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated but for the dispatch services contemplated by the City of Pinole pursuant to the Tri-City Agreement, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
23. **Successors.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.
24. **Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective agencies.



**City of San Pablo**

**Contra Costa Community College District**

By: \_\_\_\_\_  
Matt Rodriguez, City Manager

By: \_\_\_\_\_  
Mojdeh Mehdizadeh, Interim Chancellor

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

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

**Recommended by:**

**ATTEST (for Contra Costa Community College District):**

By \_\_\_\_\_  
Ron P. Raman, Chief of Police  
City of San Pablo

By: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
City Clerk

**APPROVED as to FORM**

**APPROVED as to FORM**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
District Counsel

Exhibit A – Tri-City Dispatch Services and CAD/RMS Agreement effective July 1, 2023

# **TRI-CITY DISPATCH SERVICES AND CAD/RMS AGREEMENT**

## **EFFECTIVE JULY 1, 2023**

This Dispatch Services and Computer Aided Dispatch / Records Management Systems ("CAD/RMS") Agreement (hereinafter "Agreement") is made and entered into by and among the CITY OF PINOLE, a municipal corporation (hereinafter, "Pinole"), the CITY OF HERCULES, a municipal corporation (hereinafter "Hercules"), and the CITY OF SAN PABLO, a municipal corporation (hereinafter "San Pablo"). Pinole, Hercules and San Pablo may be collectively referred to herein as the "Parties."

### **RECITALS**

- A. WHEREAS, Pinole, Hercules and San Pablo wish to continue consolidated dispatching services to provide better services to the respective police departments and communities; and
- B. WHEREAS, Pinole operates a communications center referred to herein as the West Bay Communications Center ("WBCC"), that operates 24 hours per day; and
- C. WHEREAS, Hercules does not operate and has elected not to operate a police dispatch communications center and desires to continue to contract for police dispatch and communications services with Pinole; and
- D. WHEREAS, San Pablo does not operate and has elected not to operate a police dispatch communications center and desires to continue to contract for police dispatch and communications services with Pinole; and
- E. WHEREAS, San Pablo provides consolidated Computer Aided Dispatch/Records Management Systems ("CAD/RMS") to Pinole and Hercules; and
- F. WHEREAS, San Pablo includes dispatch services for Contra Costa College Police District at the Contra Costa Community College campus only; and
- G. WHEREAS, continued consolidation of Dispatch services and CAD/RMS services will enhance deployment and communication during critical incidents for the three cities and updated and compatible technology will improve the interoperability of the three cities; and
- H. WHEREAS, consolidation of these services will continue to result in economies of scale, cost savings and increased efficiencies for the three cities; and
- I. WHEREAS, under a consolidation staffing model for these services as agreed to by the Parties, the Cities agree to pay costs in proportion to the "Formula Model," which is shared by Parties as more fully described in Exhibits C & D.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** Pinole shall perform the services ("Dispatch Services") described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement on behalf of Hercules and San Pablo. San Pablo shall perform the CAD/RMS services ("CAD/RMS Services") described in Exhibit "B" attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement on behalf of Hercules and Pinole.

**2. TERM.**

**2(A) Effective Date.** This Agreement shall become effective on July 1, 2023 (the "Effective Date"). It is understood that the Parties have begun, and will continue upon execution of this Agreement, to take steps to have Pinole provide the Dispatch Services to Hercules and San Pablo and San Pablo to provide CAD/RMS Services to Hercules and Pinole.

**2(B) Termination Date.** The term of the Agreement shall begin on the Effective Date and end on June 30, 2028 ("Termination Date"). The Parties agree that should there be mutual agreement, the term of the Agreement may be extended for another five (5) year period. Any extension shall be confirmed in a writing signed by all Parties.

**3. TERMINATION.**

**3(A) Termination without Cause.** In order to terminate any services under this Agreement for convenience, a Party shall deliver written notice to the other Parties of its intent to terminate. Such written notice shall be provided at least eighteen (18) months prior to termination, unless another time period otherwise is agreed in writing by all Parties. The termination shall be effective eighteen (18) months from the effective date of service of the notice, or such longer time as determined in writing by the Parties.

**3(B) Termination for Cause.** If a Party fails to cure any material breach, following notice and opportunity to cure as set forth in Section 18, any other Party, upon written notice, may terminate this Agreement for cause. The termination shall be effective not less than ninety (90) days from the effective date of service of the notice or such longer time as determined by the Parties.

**3(C) Licenses.** During the term of this Agreement, San Pablo will to continue to maintain all licenses for CAD/RMS Services to better coordinate with the software provider. All costs and responsibility for data conversion upon termination for convenience shall be the responsibility of the terminating Party. All costs and responsibility for data conversion upon termination for

cause shall be the responsibility of the defaulting Party.

**3(D) Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

#### **4. COSTS.**

**4(A) Dispatch Services Costs.** In consideration of Pinole's performance of the services described in Section 1 and Exhibit A, Hercules and San Pablo shall pay, pursuant to Section 5 below, for the services rendered under this Agreement using the "Formula Model" allocation of the annual WBCC budget, which estimated costs are further detailed in Exhibit C, which is attached hereto and incorporated herein. Budgeted costs will be trued up to actual costs after each fiscal year-end close. Hercules and San Pablo will receive a detailed billing for their proportionate share of the trued-up expenses. In the event actual costs are lower than budget, overpayments shall be provided as credit to the appropriate entity on its next quarterly invoice.

Each year in March, Pinole shall provide an estimate of the following year's costs to all Parties to plan for anticipated expenses/savings in that year. Costs will be charged according to the estimate provided by Pinole for each year.

**4(B) CAD/RMS Services Costs.** In consideration of San Pablo's performance of the services described in Section 1 and Exhibit B, Hercules and Pinole shall pay, pursuant to Section 5 below, for the services rendered under this Agreement, which estimated costs are further detailed in Exhibit D, which is attached hereto and incorporated herein. These costs include the costs paid by San Pablo on a yearly basis to license, operate, maintain, and upgrade the CAD/RMS systems used by the Parties to provide computer aided dispatching services and records management; the cost for radio, voice, and data communications lines, circuits, and equipment among the three cities; staff; and the cost for mapping and GIS services, if any. Budgeted costs will be trued up to actual costs after each fiscal year-end close. Hercules and Pinole will receive a detailed billing for their proportionate share of the trued-up expenses. In the event that actual costs are lower than budget, overpayments shall be provided as credit to the appropriate entity on its next quarterly invoice.

Each year in March, San Pablo shall provide an estimate of the following year's costs to all Parties to plan for anticipated expenses in that year. Costs will be charged according to the estimate provided by San Pablo for each year.

**4(C) Technology Replacement/Upgrade Fund.** The Parties shall also pay into a fund for the replacement and upgrade for technology as described in more detail in Exhibit D. If a Party terminates participation in CAD/RMS Services pursuant to this Agreement, the terminating Party shall receive a pro-rata refund of the Fund balance based on the formula detailed in Exhibit D.

## **5. PAYMENT.**

**5(A)** Pinole shall send quarterly invoices (October 15, January 15, April 15 and July 15) to Hercules and San Pablo which shall include the Dispatch Services budgeted costs for the prior three (3) months. Hercules and San Pablo shall pay Pinole the quarterly invoices within thirty (30) calendar days of receipt of the invoice. After thirty (30) calendar days, payment shall be considered late and a default under Section 18 of this Agreement. Dispatch Services costs are set forth in more detail in Exhibit C.

**5(B)** San Pablo shall send quarterly invoices (October 15, January 15, March 15 and July 15) to Hercules and Pinole which shall include the CAD/RMS Services budgeted costs for the prior three (3) months. Hercules and Pinole shall pay San Pablo the quarterly invoices within thirty (30) calendar days of receipt of the invoice. After thirty (30) calendar days, payment shall be considered late and a default under Section 18 of this Agreement. The CAD/RMS services costs and supporting costs are set forth in more detail in Exhibit D.

**5(C)** To provide all Parties with a reasonable opportunity to provide input regarding budgetary impacts, Pinole and San Pablo shall promptly notify the other Parties in advance about the costs of any equipment and/or supplies reasonably necessary for maintenance and/or continuation of Dispatch Services, in the case of Pinole, or CAD/RMS Services, in the case of San Pablo, that are not included in the estimated costs described in sections 4(A) or 4(B), except where providing such advance notice would result in negative operational impacts. Pinole and San Pablo shall issue invoices to the Parties based on the "Formula Model" for such equipment and supply costs. After thirty (30) calendar days from receipt of such invoices, payment shall be considered late and a default under Section 18 of this Agreement.

## **6. COMPUTER-AIDED DISPATCHING AND RECORDS MANAGEMENT SYSTEMS.**

San Pablo will purchase software upgrades and the appropriate number of licenses for the CAD/RMS applications, including licensed ancillary modules, to the multi-agency versions of the software and pay all implementation costs related to the software system upgrade, including hardware, to enable the software and staff to provide CAD/RMS services to the Parties. The costs for these upgrades shall be borne by the Parties as set forth in Sections 4 and 5 of this Agreement.

**7. HIRING OF ADDITIONAL STAFF.** Following notice to the other Parties, a Party determining that additional staff is needed in order to perform services required by this Agreement may hire new staff. New hires for Dispatch Services will be exclusively employees of Pinole and subject to Pinole rules and regulations, which includes a training and probationary period. New hires for CAD/RMS Services will be exclusively employees of San Pablo and subject to San Pablo rules and regulations, which includes a training and probationary period.

**8. LIAISONS OF THE PARTIES.** The City Managers are the authorized

representatives of Pinole, Hercules, and San Pablo respectively for purposes of administration of this Agreement. The City Managers, or their designees, shall meet quarterly or more often as needed to discuss issues pertaining to:

- Annual budget, and unforeseen expenditure changes;
- Operational issues, including changes to service delivery;
- Technical issues related to information technology and system components; and
- Dispatch operational issues related to field unit reporting and system status management.

In addition, there shall be a technical/user group that consists of representatives from each Party that will meet at least quarterly.

## **9. ADDITIONAL USERS.**

**10(A)** The Parties acknowledge and agree that Pinole reserves the right to provide Dispatch Services to other agencies, without the consent of Hercules and San Pablo as long as such service does not increase the annual cost to either Hercules or San Pablo, or impose any associated one-time/on-boarding costs. If Pinole provides dispatch services to another agency resulting in lower Dispatch Service Costs as established in this Agreement, the proportional cost for Hercules and San Pablo will be adjusted accordingly. If the costs would increase, then this Agreement would need to be amended pursuant to mutual written agreement of all Parties.

**10(B)** The Parties acknowledge and agree that San Pablo reserves the right to provide CAD/RMS Services to other agencies, without the consent of Hercules and Pinole, as long as such service does not increase the annual cost to either Hercules or Pinole, or impose of any associated one-time/on-boarding costs. If San Pablo provides CAD/RMS services to another agency resulting in lower CAD/RMS Service Costs as established in this Agreement, the proportional cost for Hercules and Pinole will be adjusted accordingly. If the costs would increase, then this Agreement would need to be amended pursuant to mutual written agreement of all Parties.

**10. NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

**11. COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws (including local ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.

## **12. INSURANCE.**

The Parties recognize that they are all members of a memorandum of coverage against claims, lawsuits and damages from a common joint powers authority known as the Municipal Pooling Authority ("MPA"). If any third-Party files a claim or lawsuit against any Party in connection with the performance of obligations under this Agreement, the receiving Party shall immediately notify MPA and the other Parties. If such claim or lawsuit represents a covered event as defined by MPA, the Parties acknowledge that MPA will provide a common defense unless there is a conflict (see Section 13 regarding indemnity). The terms of this section will not preclude the Parties from requesting the dispute resolution procedures in this Agreement. If any Party is no longer a member of MPA, then the Parties recognize that there will be a need to amend the Agreement, which may include requiring evidence of acceptable insurance or self-insurance.

## **13. INDEMNIFICATION.**

**13(A) Mutual Indemnification.** Each Party shall indemnify, hold harmless, and defend the other parties (including their elected and appointed officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from that Party's performance, or failure to perform, under this Agreement.

**13(B) Copyright and Patent Indemnification.** Claims that trigger Pinole and San Pablo's responsibility under Section 13 shall include any claims against the respective city that the software resulting from the provision of Services pursuant to the attached Exhibits A or B, Scope of Services, infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third Party not included in this Agreement. Pinole and/or San Pablo shall, in its reasonable judgment and at its option and expense: (i) obtain for the Parties the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Pinole and San Pablo shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement is the result of a modification of source code made by a Party without the software licensor's consent.

**14(C) Records Requests and Litigation Holds.** The Parties shall develop procedures and forms for notifying Pinole and/or San Pablo to provide records needed to respond to a Public Records Act request or subpoena, or retain records due to a potential or actual claim or litigation. The Parties recognize that significant requests are beyond the anticipated budget and may require adjustments to the costs for Dispatch Services or CAD/RMS Services. It is the responsibility of the requesting Party to ensure that it receives the requested records. Once the records have been provided, it is the responsibility of the requesting Party to secure and maintain those

records.

- 14. FORCE MAJEURE.** If by reason of *force majeure* any Party is unable in whole or in part to perform the obligations under this Agreement, such Party shall not be in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of such Party. For the avoidance of doubt, force majeure shall not include the novel coronavirus COVID-19 pandemic.
- 15. RELATIONSHIP OF THE PARTIES.** It is expressly understood that no agency, employee, partnership, joint venture or other separate entity is established by the Agreement.
- 16. ADDITIONAL DOCUMENTS AND AGREEMENTS.** The Parties agree to cooperate in the execution of any additional agreements, documents, policies and procedures, which may be required to carry out the terms of this Agreement.
- 17. DEFAULT.** If any Party ("demanding Party") has a good faith belief that another Party ("defaulting Party") is not complying with the terms of this Agreement, the demanding Party shall schedule a meeting of the City Managers of all Parties and other staff as deemed necessary to discuss the potential default within 14 days of the demanding Party's request unless otherwise agreed in writing by all Parties. If after such pre-default meeting, the demanding Party still has a good faith belief that the defaulting Party is not complying with the terms of this Agreement, the demanding Party shall give written notice of the default (with reasonable specificity) to the defaulting Party, and demand the default to be cured within ten days of the notice. If (a) the defaulting Party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting Party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding Party may terminate this Agreement upon written notice to the other Parties as set forth in Section 3 (B).
- 18. CONTINUOUS SERVICE DELIVERY.**
- 18(A)** Pinole agrees that there is a public health and safety obligation to assist Hercules and San Pablo in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Pinole disagrees with the alleged determination of material breach. Accordingly, Pinole will continue to provide services under this Agreement during any dispute resolution process. Additionally, in the event that any Party terminates services under this Agreement for any reason, Pinole shall cooperate with the Party in its transition to a new service provider.



**18(B)** San Pablo agrees that there is a public health and safety obligation to assist Hercules and Pinole in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if San Pablo disagrees with the alleged determination of material breach. Accordingly, San Pablo will continue to provide services under this Agreement during any dispute resolution process. Additionally, in the event that any Party terminates services under this Agreement for any reason, San Pablo shall cooperate with the Party in its transition to a new service provider.

## **19. WARRANTY.**

**19(A)** Pinole provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Pinole specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Hercules and San Pablo acknowledge that the systems may not operate totally without interruption. Pinole makes no representations, warranties, or guarantees regarding uptime for the systems. Pinole agrees to pursue remedies through the vendor for the systems for all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Pinole until a resolution is achieved. If a total or partial failure should occur, Pinole Police dispatch shall continue to dispatch for Hercules and San Pablo using whatever manual methods may be necessary and provide the same level of service they would for Pinole Police.

**19(B)** San Pablo provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. San Pablo specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Hercules and Pinole acknowledge that the systems may not operate totally without interruption. San Pablo makes no representations, warranties, or guarantees regarding uptime for the systems. San Pablo agrees to pursue remedies through the vendor for the systems for all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by San Pablo until a resolution is achieved, unless such circumstance is related to the equipment, hardware or software of the Party not the services provided by San Pablo under this Agreement.

## **20. OPERATIONAL CONCERNS OR COMPLAINTS.**

The Parties shall attempt to resolve operational concerns or complaints in the most expeditious manner. If necessary, these concerns or complaints shall be documented and forwarded through the complaining Party's chain of command in the Police Department and then brought to the attention of the Police Chief of the involved Party.

If there are concerns or complaints regarding a particular employee or contractor for services related to this Agreement, those shall be addressed first verbally to the Police Sergeant/Dispatch Supervisor liaison for the Party employing or engaging the particular employee/contractor. If the particular employee is not a Police Department employee, then the Police Sergeant/Dispatch Supervisor will coordinate with the appropriate supervisor or Department Head.

If the matter cannot be resolved informally, the complaining Party may be asked to put those complaints in writing, addressed to the Police Chief for that particular employee or contractor, who shall respond to all complaints in writing within three (3) weeks of receipt of any written complaint regarding the status thereof, and shall continue to update the complaining Party with the status thereof every forty-five (45) days until disposition. It is the intent of the Parties that all complaints be resolved within ninety (90) days of receipt.

If the concern is causing immediate harm or is hazardous to Officer safety, it will be brought to the attention of the appropriate Watch Commander for immediate action, as well as any necessary documentation.

## **21. DISPUTE RESOLUTION.**

**21(A)** In the event that a Party disputes any provision or interpretation of or performance under this Agreement, including cost of service or billing, or contends there has been a material breach of the Agreement, the affected Parties shall meet to attempt to resolve the dispute. Disputes not resolved at the City Manager and Police Chief (or his/her designee) level may be escalated by giving written notice to the other affected Party of the need to proceed with non-binding mediation. It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible.

**21(B)** Within ten (10) business days from the effective date, pursuant to Section 22, of written notice from one Party to the other indicating that a dispute is to be mediated, the Parties shall mutually select one person from the Judicial Arbitration and Mediation Services ("JAMS") or other mediation service provider, who shall mediate the dispute. The Parties should select a qualified professional with expertise in the subject matter of the dispute. If the Parties are unable to mutually agree upon a mediator within fourteen (14) business days following the notice, the Parties shall each designate one person as a mediator within twenty (20) business days following the notice.

**21(C)** These designated mediators shall mutually select another mediator (also a qualified professional with expertise in the subject of the dispute) within twenty (20) business days of the notice, who shall mediate the dispute. The mediation shall be completed within thirty (30) business days of the appointment of the mediator. The mediation shall be conducted in accordance with the discretion of the mediator; however, if the mediator is unable to resolve the dispute within thirty (30) business days and the Parties do not agree to an extension of time,

the mediator shall submit specific and written recommendations for full resolution of the dispute within ten (10) business days thereafter. The Parties shall consider the written recommendations of the mediator.

**21(D)** The fees and expenses of the one selected mediator shall be divided equally between or among the affected Parties, but otherwise each Party shall be responsible for its own costs and expenses. The above deadlines shall be enforced unless extensions are mutually agreed upon by the Parties or granted by the mediator for good cause shown.

**21(E)** No Party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. Should litigation be commenced, each Party shall be responsible for its own attorneys' fees and costs and not entitled to collect such fees and costs from another Party.

**22. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective Party's City Manager, with a copy to the City Attorney, as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a Party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either Party may modify their respective contact information identified in this section by providing notice to the other Party.

**TO: City of Pinole**  
Attn: City Manager  
2131 Pear Street  
Pinole, CA 94537

**TO: City of Hercules**  
Attn: City Manager  
111 Civic Drive  
Hercules, CA 94547

**TO: City of San Pablo**  
Attn: City Manager  
1000 Gateway Avenue  
San Pablo, CA 94806

**23. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

**24. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this Section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.


**25. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity,

and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Contra Costa.


- 26. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Parties shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
- 27. SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.
- 28. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties.
- 29. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 30. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 31. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding among the Parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- 32. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective the Cities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, Pinole, Hercules and San Pablo do hereby agree to the full performance of the terms set forth herein.


**CITY OF PINOLE**

By:  / 7/10/2023  
Date  
Title: City Manager

ATTEST:

By:  / 7/12/23  
Date  
City Clerk

APPROVED AS TO FORM:

By:  / 7/12/23  
Date  
Title: City Attorney

**CITY OF SAN PABLO**

By:  / 8/2/23  
Date  
Title: City Manager

**CITY OF HERCULES**

By:  / 7/20/23  
Date  
Title: City Manager

ATTEST:

By:  / 7/20/23  
Date  
City Clerk

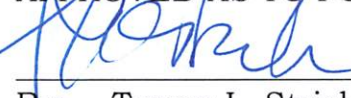
APPROVED AS TO FORM:

By:  / 7-19-23  
Date  
Title: City Attorney

ATTEST:

By:  / 8.2.23  
Date  
Title: City Clerk

APPROVED AS TO FORM:

By:  / 8/1/23  
Date  
Title: City Attorney

**EXHIBIT "A"**  
**DISPATCH SERVICES PLAN**

**SCOPE OF SERVICES**

The scope of services to be provided hereunder shall include the following:

Priority of Dispatch Services shall be allocated equally among the Parties and according to this Agreement.

Calls-for-service received by the WBCC will be dispatched without unreasonable delay as long as the respective parties patrol personnel are available. A reasonable delay may only occur in the event of multiple concurrent emergencies or some other critical event.

Following the dispatching of the call-for-service, dispatch personnel will continue to obtain information as it is made available by the calling Party. Information shall be relayed to the responding Police personnel as expeditiously as possible.

Pinole, Hercules, and San Pablo repeaters will receive broadcast of 'BOLOs,' also known as "be-on-the-look-out-for."

Repeat of radio traffic, referred to as "echo" dispatching, will take place during incidents affecting officer safety or other emergency situations.

WBCC will comply with state or national systems requirements for immediate input of stolen, stored or recovered vehicles, firearms, runaways, and/or missing persons information, and shall send urgent teletype information as needed during non-business hours.

Status checks on police personnel, verified in-service, operating via a mobile or portable radio in the field will be made at five (5) minute intervals whenever possible during vehicular or pedestrian stops, or on hazardous calls dispatched by WBCC.

The WBCC will accept inquiries from field personnel, verified in-service, via mobile or portable radio, or at the scene of a call-for-service, pertaining to general information requests, including, but not limited to, Alpha, DMV, warrants, or criminal history.

The WBCC will assign a case file number to a report initiated by field personnel.

WBCC will answer incoming calls-for-service received via the dedicated 911 telephone lines or the seven (7) digit, 510-724-1111, emergency lines (including "call box" and "emergency box" calls) and all calls that rollover to either of these lines after business hours. The Hercules and San Pablo Police Department business lines will not be mechanically forwarded to Pinole at any time.

Hercules and San Pablo will be provided with a data connection allowing the downloading of Computer Aided Dispatch (hereinafter "CAD") information into Hercules and San Pablo Police Department RMS computers. As each call is completed, this information can be immediately and automatically downloaded to the Hercules and San Pablo computers, allowing Hercules

and San Pablo to produce appropriate reports. Appropriate CAD generated reports available for the Pinole Police Department are available for Hercules and San Pablo staff to produce but Pinole will also provide such reports to Hercules and San Pablo when respective Hercules and San Pablo staff are not available or due to urgency upon request and in the same manner and time frame as for the Pinole Police Department.

Police field staff will be notified of any and all calls-for-service requiring an emergency response by Fire personnel in Hercules or San Pablo that Pinole is made aware of. For the purposes of this section, odor complaints from refineries or other sources and calls relating to hazardous wastes and materials are considered "calls-for-service requiring an emergency response."

As required by law, the WBCC shall have a CLETS terminal available. This terminal shall be maintained by the Pinole Police Department on a twenty-four (24) hour basis, and information required during non-business hours shall be provided to field units as necessary.

The WBCC shall also notify other City services needed for response, including public utilities, outside agency personnel for 11-99 or immediate mutual aid assistance, and/or other services needed in conjunction with a call-for-service under investigation. The WBCC will notify Hercules and San Pablo City service personnel after hours for emergencies and matters that are other than routine service calls.

Twenty-four (24) hour recordings of WBCC communication transmissions, both radio (recorded on equipment maintained by the East Bay Regional Communication Authority (EBRCSA)) and telephones will be made. Copies of these transmissions are available upon request to Pinole Police representative overseeing the WBCC or designee; copies will be made available without charge within seven (7) working days from the date of request.

Standard of Performance. Pinole shall perform all services required pursuant to this Agreement in a professional manner and in accordance with the Dispatch Manual of Protocols and with federal, state and local laws. All recordings and tapes shall be of reasonable quality normally associated with emergency dispatch services.

Hercules and San Pablo's Duties and Responsibilities. Prior to making changes, upgrades, or adding communications equipment, services, and/or technologies that impact Dispatch Services and/or radio communication, Hercules and San Pablo shall notify the Pinole Police representative overseeing the WBCC in writing at least 60 days' prior to installation and/or activation. Pinole shall raise any objections over the proposed changes, upgrades and/or additions in writing to the other Parties within 30 days of receipt of the notice. The Parties shall promptly meet and confer in an effort to resolve any objections timely raised.

All Hercules and San Pablo Police personnel shall be authorized to request recordings of the WBCC communication transmissions.

To allow Pinole to assess operational needs within the WBCC to include bringing in additional staffing and communication logistics for non-routine/non-patrol operations (including but not limited to SWAT operations, high-risk operations, special events, etc.), Hercules and San Pablo will provide as much advance notice as possible. For non-urgent/non-emergency operations, at least one-week notice will be provided with at a minimum:

- 1) Date and time of operation,

- 2) Roster of personnel including call signs and assignments (when available) and if no roster is available the anticipated number of units that will be involved,
- 3) Incident Commander and contact information,

And when available and appropriate considering the nature of the investigation:

- 4) Location,
- 5) Incident Command location,
- 6) Rally point,
  - a. Target information (including Ramey Warrant(s)), and
- 7) Additional operational information (e.g.-outside agency personnel, specialized equipment being deployed/available, etc.)

For operations outside city limits, and/or where radio interoperability and coordination between communication centers is required, the involved agency will coordinate with WBCC staff and provide as much advance notice as possible to allow for adequate communication planning, notification, and coordination. With less sensitive operations (e.g.-community events), an operation plan can be provided. Radio Interoperability talk groups will be coordinated through the Contra Costa Sheriff's Office by WBCC staff. Hercules and San Pablo are responsible for coordinating non-communications-related operational needs, and notifying any allied and/or venue agency.

Pinole will provide advance notification to Hercules and San Pablo staff of any planned network and/or equipment maintenance that might impact dispatch services. This includes planned maintenance by the EBRCSA. In the event of unplanned outages, Pinole will notify Hercules and San Pablo staff to advise when operation has returned to normal.

Clerical and Data Support. Pinole shall not be required to provide clerical and data support for or assume responsibility for any data entries in connection with the performance of this Agreement except as it relates to DOJ/CLETS data entries, and after business hours Ramey Warrants. San Pablo's non-business hours are defined as 1700 to 0630 Monday through Thursday, and 24-hour service Friday through Sunday and observed city holidays. Hercules' non-business hours are defined as 1700 to 0800 hours Monday through Thursday and 24-hour service on Friday through Sunday and observed city holidays. Hercules and San Pablo shall otherwise be responsible to provide clerical support for tasks normally associated with records data entries and warrants during business hours.

Maintenance. Pinole shall be responsible for coordinating routine maintenance and hardware support for the WBCC and its related equipment. Pinole shall also coordinate any maintenance provided under other vendor agreements with Pinole covering hardware or software related to the performance contemplated by this Agreement. Hercules and San Pablo shall pay for their share of the maintenance agreement costs incurred under vendor contracts with Pinole by making the payments required under this Agreement. Any repair and maintenance costs incurred by Hercules or San Pablo over and above such routine maintenance and hardware support shall be the sole responsibility of Hercules or San Pablo. This includes maintenance, repair, replacement, or support costs incurred pursuant to contracts between Hercules or San Pablo and a vendor to which Pinole is not a Party, including any maintenance and/or repair of two-way radio equipment housed or maintained for use at Hercules or San Pablo. File maintenance provided by Pinole in connection with its performance under this Agreement shall be equivalent to those practices normally associated with shared data files, hardware



maintenance, timely system backups, journaling, data archival, purging, and general systems administration.

**EXHIBIT "B"**  
**CAD/RMS SERVICES PLAN**

**CAD (Computer Aided Dispatch) / RMS (Records Management System)**  
**Scope of Work of the San Pablo Information Technology Division**

The City of San Pablo Information Technology Division (City of San Pablo) will be supporting and maintaining the Tri-City CAD/RMS systems and its interoperability between sites consisting of the San Pablo, Pinole and Hercules Police Departments. The supported systems will consist of CAD, RMS, Mobile, VPN, and CLETS messaging.

The City of San Pablo will maintain the communication links to each Party, including network routers to be configured by the City of San Pablo. The Parties will make the necessary accommodations for the network router to be physically secured and conditioned with proper cooling and conditioned electrical power and integrated into their networking and compute environment.

The City of San Pablo will establish the communication to the ACCJIN (All County Criminal Justice Information Network) network that provides access to eWarrants, Cal-Photo/CSAR, ARIES, Cogent LiveScan, Mobile ID and several Contra Costa County Sheriff and DOJ web links.

The City of San Pablo will procure the CAD/RMS servers, data storage, network, backup, cabling, mounts, rack, software and additional peripherals needed to build the Tri-City CAD/RMS systems and network.

The City of San Pablo is responsible to operate, maintain, service, upgrade, update and replace damaged, worn, and/or outdated components from servers, data storage, network and backup equipment as needed, and the cost of such shall be a shared expense in accordance with the provisions of Exhibit D. Hardware, software or additional support outside the normal scope of standard warranties will require additional costs. All Party liaisons will be notified of such expenses.

During systems or equipment failure, the City of San Pablo will immediately contact Pinole Dispatch regarding known outages. All other departments and agencies will be notified shortly after the announcement has been made first to Pinole Dispatch. Once the systems have been stabilized, Pinole Dispatch will be immediately notified to begin testing operations. The San Pablo, Pinole and Hercules Police Departments will be notified shortly thereafter.

The City of San Pablo shall make the necessary calls to vendors to remedy server issues that occur on the Tri-City CAD/RMS systems. If more difficult issues arise requiring assistance of vendors; these costs will be a shared expense in accordance with the provisions of Exhibit D. All Party liaisons will be notified of such expenses.

**Standard of Performance**

The City of San Pablo shall perform all services required pursuant to this Agreement in a professional manner and in accordance to the operations and importance of public safety needs.

**Hercules and Pinole's Duties and Responsibilities.** Prior to making changes, upgrades, or adding communications equipment, services, and/or technologies that impact RMS Services, Hercules and Pinole shall notify the San Pablo Police representative overseeing the CAD RMS System in writing at least 60 days' prior to installation and/or activation. Pinole shall raise any objections over the proposed changes, upgrades and/or additions in writing to the other Parties within 30 days of receipt of the notice. The Parties shall promptly meet and confer in an effort to resolve any objections timely raised.

The Parties must notify the City of San Pablo immediately in the event of an MDC (Mobile Data Computer), workstation or device that may have been compromised by a virus/malware or malicious software while connected to the Tri-City CAD/RMS network.

The Parties must notify the City of San Pablo immediately when the loss of equipment such as an MDC occurs.

In the event of a communication failure or inability to run the CAD/RMS systems, Pinole and Hercules will be responsible for contacting the San Pablo Police Department Watch Commander at (510) 215-3171 regarding the connection and/or software issue relating to the CAD/RMS system(s). The reporting agency shall designate an official Point of Contact in regards to the connection and/or software issue of the CAD/RMS system(s) and/or the Tri-City Partnership CLETS connection. It is important that the reporting agency provide a detailed description of the issue being reported, and any triage steps taken by the reporting Party, to the City of San Pablo for them to properly triage the issue. The City of San Pablo will take the necessary steps to troubleshoot and remedy the issue. While in the process of diagnosing a software support issue, if it is discovered that a peripheral system(s) or other software is the cause of the issue, the City of San Pablo will notify the Information Technology Division of the affected Party for resolution. City of San Pablo is not responsible to support or maintain third Party products except as expressly set forth in this Agreement.

#### **Data Support**

The San Pablo Information Technology Division shall not be required to provide clerical, training and data support or assume responsibility for any data entries or corrections for or on behalf of Hercules and Pinole in connection with the performance of services under this Agreement. Each Party will be responsible for the entry, update, creation or modification of its own content such as the following functions: password reset, data analysis, CIBRS/NIBRS, or provide ad-hoc reports. All CAD/RMS password resets are completed by their respective agency admin(s). If and when San Pablo IT Division is available to and performs MDC password resets outside of normal business hours, the then-current fully-loaded labor costs will be charged to the requesting agency.

#### **Maintenance**

The City of San Pablo shall be responsible for coordinating routine maintenance and hardware support for the Tri-City CAD/RMS systems and its communication links between the San Pablo, Pinole and Hercules Police departments.

The City of San Pablo shall work with CCCSO (Contra Costa County Sheriff's Office) / CCCDoIT (Contra Costa County Department of Information Technology) on coordinating routine maintenance of the ACCJIN/CLETS network.

The City of San Pablo shall also coordinate any maintenance required by vendor agreements with the City of San Pablo covering hardware or software related to the performance contemplated by this Agreement. Parties shall pay for their share of the maintenance agreement costs incurred under vendor contracts with the City of San Pablo by making the payments required under this Agreement. Any repair and maintenance costs incurred by Pinole or Hercules over and above such routine maintenance and hardware support shall be the sole responsibility of that Party. This includes maintenance, repair, replacement, or support costs incurred pursuant to contracts between the Parties and a vendor to which the City of San Pablo is not a Party. Services provided by the City of San Pablo in connection with its performance under this Agreement shall be equivalent to those practices normally associated with shared data files, hardware maintenance, timely system backups, data archival, purging, and general systems administration.

San Pablo will provide advance notification to Hercules and Pinole staff of any planned network and/or equipment maintenance that might impact CAD/RMS (Mobile) services. San Pablo will contact WBCC staff prior to commencing planned work to ensure no emergencies are occurring and notify WBCC staff at the completion of the maintenance. In the event of unplanned outages, San Pablo will notify Hercules and Pinole staff to advise when operation has returned to normal. The Parties are responsible for maintaining and replacing their own desktop computers, MDCs, Cogent LiveScan, Mobile ID and other peripheral devices belonging to the respective agencies.

The Parties must abide by recommended system requirements set forth by vendors in order to receive phone support for the Parties' workstations or MDC's. This may require the Parties to update operating systems, anti-virus, firewall activation, windows update patches and pre-requisites needed for applications to properly function.

#### Software and Technical Support

The City of San Pablo shall be responsible for procuring the Tri-City CAD/RMS software on behalf of the Parties.

The City of San Pablo will schedule and collaborate with each Parties' Information Technology Division regarding such upgrades and updates to software affecting the Tri-City RMS/CAD systems. It will be the responsibility of the Parties to maintain, upgrade, and replace client software provided by the City of San Pablo. For Dispatch related equipment and support, reference Exhibit A under maintenance.

The City of San Pablo does not provide support for the applications such as ARIES, CalPhoto/CSAR, JAWS, LiveScan, Mobile ID and DOJ/County weblinks. The Contra Costa County Sheriff's Office and DOJ have assigned a systems administrator for each agency using such applications. Issues and access to these systems are the responsibility of each Party's system administrator.

### Protection of Data

The City of San Pablo shall be responsible for ensuring data for the Tri-City CAD/RMS systems are routinely saved and preserved in case of a catastrophic event.

### Requests for Software Correction on Licensed Standard Software

Before any notice is sent to Sunridge Systems (or other software vendor), it must be reviewed and approved by the City of San Pablo. Documented examples of the claimed defect must accompany each notice. Sunridge Systems is required to review the documented notice and when a feature or report does not conform to the published specifications, Sunridge Systems should be responsible to provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to the following:

- (a) Situations where the Licensed Standard Software has been changed by anyone other than Sunridge Systems personnel;
- (b) Situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
- (c) Requests that go beyond the scope of the specifications set forth in the current User Manuals.

**EXHIBIT "C"**  
**Compensation: Dispatch Services**

For all services identified in Exhibit "A", Scope of Services, Hercules and San Pablo agree to pay and Pinole agrees to accept as total compensation the following:

<b>Estimated Annual Costs FY 23-24</b>				
Dispatcher	10	151,767.00	1,517,670.00	
Lead Dispatchers	2	179,433.00	358,866.00	
Overtime			146,442.00	
Medical Retirement			8,200.00	
				<b>2,031,178.00</b>
<b>Internal Cost Allocations</b>				
Administrative Debits		126,632.00	126,632.00	
IS		76,061.80	76,061.80	
				<b>202,693.80</b>
<b>Services and Supplies</b>				
Professional Services		39,028.56	39,028.56	
Travel and Training		10,000.00	10,000.00	
Other Operating Expenses		10,400.00	10,400.00	
Computer Equipment		22,651.05	22,651.05	
				<b>82,079.61</b>
			<b>Total</b>	<b>2,315,951.41</b>

<b>Estimated Costs (5% increase per year)</b>	<b>FY 23/24</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>	<b>FY 27/28</b>
	\$2,315,951	\$2,431,749	\$2,553,336	\$2,681,003	\$2,815,053
<b>San Pablo Cost Share @ 49.80%</b>	\$1,153,343.80	\$1,211,010.99	\$1,271,561.54	\$1,335,139.62	\$1,401,896.60
<b>Pinole Cost Share @ 28.29%</b>	\$655,182.65	\$687,941.79	\$722,338.88	\$758,455.82	\$796,378.61
<b>Hercules Cost Share @ 21.91%</b>	\$507,424.95	\$532,796.20	\$559,436.01	\$587,407.81	\$616,778.20
<b>Estimated 5% increase per Fiscal Year</b>					

AGENCY	FTE (SWORN AND NON-SWORN PERSONNEL)	INCIDENTS (JAN. 2017 - DEC. 2021)	DATA ENTRY - CASES/CITATIONS	AVERAGE
SAN PABLO	74	177,830	32,947	
PINOLE	33	146,426	16,288	
HERCULES	28	103,689	12,908	
Calculated Totals:	135	427,945	62,143	
<b>Calculated Averages</b>				
SAN PABLO	54.81%	41.55%	53.02%	<b>49.80%</b>
PINOLE	24.44%	34.22%	26.21%	<b>28.29%</b>
HERCULES	20.74%	24.23%	20.77%	<b>22.91%</b>

\*FTE data established per staffing in adopted city budgets as of July 1, 2023

\*\*Categories of Incidents and Data Entry contain data from January 2017 – December 2021

The actual numbers will be evaluated and updated for FY-2025/26 and applied to the term of the agreement. The formula/data points are as established here and any and all changes can be mutually agreed upon in writing by all Parties to be amended for the term of the agreement.



**EXHIBIT "D"**  
**Compensation: CAD/RMS Services**

For all services identified in Exhibit "B", Scope of Services, Hercules and Pinole agree to pay and San Pablo agrees to accept as total compensation the following:

**Cost Allocation Model**

AGENCY	FTE (SWORN AND NON-SWORN PERSONNEL)	INCIDENTS (JAN. 2017 - DEC. 2021)	DATA ENTRY - CASES/CITATIONS	AVERAGE
SAN PABLO	74	177,830	32,947	
PINOLE	33	146,426	16,288	
HERCULES	28	103,689	12,908	
Calculated Totals:	135	427,945	62,143	

**Calculated Averages**

SAN PABLO	54.81%	41.55%	53.02%	49.80%
PINOLE	24.44%	34.22%	26.21%	28.29%
HERCULES	20.74%	24.23%	20.77%	22.91%

San Pablo numbers are inclusive of CC College Campus call data.

\*FTE data established per staffing in adopted city budgets as of July 1, 2023

\*\*Categories of Incidents and Data Entry contain data from January 2017 – December 2021

The actual numbers will be evaluated and updated for FY-2025/26 and applied to the term of the agreement. The formula/data points are as established here and any and all changes can be mutually agreed upon in writing by all Parties to be amended for the term of the agreement.

**Estimated Costs:**

	FY23	FY24	FY25	FY26	FY27	FY28	Notes
<b>Hardware</b>							
Dell Servers Support Renewal	\$ 2,200	\$ 2,310	\$ 2,426	\$ 2,547	\$ 2,674	\$ 2,808	Annual renewal
ICX 7850 Support	\$ 4,415			\$ 5,111			3 year renewal
TrueNAS Backup SAN Support			\$ 5,788			\$ 6,700	3 year renewal
Production SAN				\$ 8,000			
Cradlepoint	\$ 10,672						
New Dell NVMe Backup Server	\$ 6,943						Dell Powerededge R7515
New NVMe drives for Backup	\$ 4,358						
New SAN Switches	\$ 3,833						Mellanox SN2010 x2
New SAN Switch Support	\$ 1,302			\$ 1,500			
Meraki SDWAN	\$ 8,372	\$ 10,804					New Tri-City connection, FY23 initial hardware, FY24 5 year subscription
<b>Software</b>							
Sunridge RIMS	\$ -	\$ -	\$113,000	\$116,390	\$119,882	\$123,478	Annual renewal with 3% annual increase
Netmotion	\$ 6,838	\$ 7,180	\$ 7,539	\$ 7,916	\$ 8,312	\$ 8,727	Annual subscription
PAN Support		\$ 22,050			\$ 25,526		3 year renewal
Vmware Support		\$ 17,375			\$ 20,114		3 year renewal
Veeam Support	\$ 7,415			\$ 8,584			3 year renewal
Wasabi Cloud Backups	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	\$ 4,700	Annual subscription
ArcGIS Standard (qty 1)	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	\$ 1,650	Annual renewal
ArcGIS Engine (qty 6)	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	Annual renewal

Services



Estimated Costs	FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
	\$ 132,170	\$ 204,353	\$ 228,955	\$ 258,888	\$ 227,741
San Pablo Cost Share @ 49.80%	\$65,820	\$101,768	\$114,020	\$128,926	\$113,415
Pinole Cost Share @ 28.29%	\$37,391	\$57,811	\$64,771	\$73,239	\$64,428
Hercules Cost Share @ 21.91%	\$28,958	\$44,774	\$50,164	\$56,722	\$49,898