

**AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN THE CITY OF GRASS VALLEY, THE TOWN OF TRUCKEE, THE CITY OF
NEVADA CITY AND THE COUNTY OF NEVADA
(July 1, 2020, through June 30, 2021)**

THIS AGREEMENT is made and entered into this ___ day of _____, 2020 by and between the City of Grass Valley, the Town of Truckee, and the City of Nevada City hereinafter collectively as “Participants”, individually as “Participant” and the County of Nevada, hereinafter “County.”

For and in consideration of the mutual promises herein exchanged the parties do hereby agree as follows:

1. TERM

1.1 Effective Dates. This Agreement shall be effective from July 1, 2020, through June 30, 2021 unless terminated as provided herein.

1.2 Renewal. At any time during the term of this Agreement the parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by the appropriate governing bodies.

1.3 Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Participant or County may terminate this Agreement, either with or without cause, upon notice in writing to the other party of not less than one hundred eighty (180) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the Participant(s) to make payments to the County as set out herein for services provided, and obligations of the Participants and the County for mutual indemnification shall continue after any such termination. Payments for services hereunder shall only be due through the date of termination.

2. SCOPE OF SERVICE

2.1 Duties of the County. The County agrees, through the Sheriff thereof, to provide Public Safety Dispatch services for the NCRDC Participants at the Nevada County Communications Center Nevada City which shall be known as the Nevada County Regional Dispatch Center (NCRDC). These services shall include the following:

2.2 Emergency Telephone. County will receive and process all emergency telephone calls, including those received on 9-1-1 telephone lines and on published seven digit emergency telephone lines at NCRDC. All requests for police response will be received and processed by NCRDC for incidents within the relevant Participant’s jurisdiction.

2.3 Alternate Emergency Line. County shall maintain a seven-digit emergency telephone line to be used as an alternate for 9-1-1. For the Truckee area, this line (530-550-2320) may be published by the Participants as an alternate emergency telephone number. For the Western county,

this line (530-477-6481) may be published by the participants as an alternate emergency telephone number.

2.4 After Hours Non-Emergency Line. County shall receive and process all after hours non-emergency telephone calls for the Police Departments of Participants at NCRDC.

2.5 Computer Aided Dispatch. The County shall provide dispatch services utilizing a modern Computer Aided Dispatch (CAD) System at NCRDC. The County agrees to authorize the Participants to have unlimited access into this system from their Police Department. The Participants shall be responsible for any related hardware/software costs necessary to allow the Participants to have such access. The Participants agrees that appropriate and reasonable measure will be in place, which shall be reviewed and approved by County Information Systems Department to assure that the CAD application is not accessible from any other computers on their Local Area Network (LAN) except those located within or under the control of appropriate Participant Police Department staff. The Participants agree not to release any information from the CAD system to any third party without prior written authorization from County, except that the Participants may release information that describes Participant operational activity from the CAD incidents generated for respective Participant Police Department staff

2.6 Records Management System. The County shall provide information from the Sheriffs Records Management System (RMS) terminals at NCRDC so Participants' staff can make entries into the RMS as Participant may decide. The Participants agree to take appropriate action and reasonable measures to assure that the RMS application is not accessible from any other computers on Participant's LAN except those located within or under the control of appropriate Participant's staff. The Participants agree not to release any information from the RMS system to any third party without prior written authorization from County, except that the Participants may release information that originates as part of each Participant's operational activity for Individual Participant Police Department staff

2.7 Incident Numbering. The County will electronically record an "Agency Number" from NCRDC for all incidents within the Participant's jurisdiction or when Participants units respond to calls outside the Participant's individual jurisdiction.

2.8 Interfacing with Participant Police Department Local Area Network. The County will assist the Participants in interfacing with each Participant's Local Area Network (LAN). The cost for any software/hardware needed for such interface will be borne by each individual Participant.

3. OPERATIONAL ISSUES

3.1 Advisory Committee. County and each individual Participant shall establish and maintain an "Advisory Committee" which shall be comprised of the Sheriff and Chief of Police from each Police Department. The Advisory Committee shall meet minimally once per year to review and discuss policy, procedural and financial issues relevant to the functions of the NCRDC. Recommendations made by the committee are to be advisory and will assist the Sheriff in making decisions on operational and financial issues.

3.2 User Group. County and each individual Participant shall establish and maintain a “User Group” which shall be comprised of a designee from the County and each Participant. The User Group shall meet minimally once per year to review and discuss technology and operational issues relevant to the functions of the NCRDC. Recommendations shall be made to the Advisory Committee as referenced in Section 3.1 of this contract.

3.3 Policies and Procedures - Operations. The Advisory Committee is responsible for establishing the policies, practices, procedures and operational guidelines on dispatching services in conjunction with the NCRDC. NCRDC, County and Participants will follow said policies, practices and procedures in the administration of dispatch service pursuant to this Agreement.

3.4 Conflict Resolution. The supervisory personnel from the Participants should attempt to resolve problems involving dispatch by contacting the NCRDC Communications Manager as soon as possible. Any unresolved or repetitive problems should be referred to the Sheriff’s Office Administrative Captain. If any conflict is not resolvable under this section, then Section 14 shall apply.

3.5 Disaster Operations: Interaction with Participants Emergency Operations Centers. The NCRDC will be the primary point for dispatching day-to-day emergencies. In the event the Participant Emergency Operations Center (EOC) is activated, there will be a need to modify how incidents are handled, especially for a large-scale event which has truly exhausted local resources. The details of the interaction between the NCRDC and the Participant EOC will be developed as a component of the policies, practices and procedures as referenced in 3.1 and 3.2 above. The development of such detail shall be initiated by Participant.

3.6 Amendment. Any party may initiate a request for a modification to this agreement in writing. All modifications negotiated will be effective only upon written approval of all parties

4. LEVEL OF SERVICE

4.1 Level of Service. The County shall provide twenty-four (24) hours per day, 365 days per year, Public Safety Communications Services as set forth in this Agreement.

4.2 Staffing. The County agrees to maintain staffing levels necessary to provide Public Safety Communications Services to the Participants.

4.3 Variation in Scope of Service. Variation in the scope of service shall be made by amendment, as provided in Section 2 of this Agreement.

4.4 Budget Estimate. In support of Participants budget process, County shall prepare and submit to Participants no later than March 15 of each year, a proposed estimated cost of dispatch services, such as that shown in Exhibit A, attached hereto, for the next fiscal year covering the period of July 1 through June 30. The associated cost estimate for performance of such Service Plan shall be incorporated into Section 8, Compensation for Services.

4.5 Calls for Service. A Call for Service is defined as being any incident reported to

NCRDC requiring NCRDC to dispatch public safety services to either the Sheriff's Office or a Participant Agency jurisdiction to provide fire/law enforcement service; or any incident initiated by a member of either the Sheriff's Office or a member of the Participant agencies requiring NCRDC to have radio/phone communication with the reporting member. If the incident is within a Participant Agency's city limits then the incident is considered a call for service for that Participant Agency. All other calls for service shall be considered a call for service for the County.

5. REPORTS

When requested, County will provide a Participant Agency with written reports addressing service performed under this Agreement. Such reports will address: services performed; detail of staffing levels, including number of hours (regular and overtime) worked, detailed significant staffing issues, or other reasonably obtainable information deemed important by a Participant Agency. Reports provided at the Participant's request requiring additional amounts of staff time or other county resources may, at the Sheriff's discretion, generate charges beyond those covered by this agreement.

6. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

6.1 Supervision. The responsibility of supervision of communications services at NCRDC, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder.

The Participant's Police Chief or other management personnel of the police department, as appropriate, may provide comments to the Sheriff or management personnel of that department, as appropriate, concerning the performance of dispatch personnel providing services to Participants under this agreement. If the Police Chief or their designee determines that services are not being provided in accordance with the standards established in this agreement the parties shall meet to seek a mutually acceptable resolution of the concern. If that meeting is not successful the Chief or designee may request a review of the employee or employees involved.

6.2 Labor and Equipment. For the purpose of performing said services, County shall furnish and supply all labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. Any equipment purchased by the Participants to be utilized by County NCRDC staff to provide services herein shall meet the Sheriff's specifications. Any such equipment so purchased by the Participants shall remain within the County NCRDC during the term of this agreement. All such equipment shall remain in the ownership of the relevant Participant. Participants shall have advance notice as soon as administratively possible of any equipment purchases or system upgrades deemed necessary by the Sheriff to maintain the level of service to be rendered hereunder.

6.3 Additional Equipment. Any other equipment or infrastructure costs outside of section 6.2 above, and not provided for in the annual budget estimate under section 4.4 above, shall only be acquired subject to mutual written agreement of County and the Participants

6.4 County shall secure and manage upgrades to the E911 equipment available through CalOES 9-1-1 Emergency Communications Branch as deemed necessary and/or mandated by the County and State as program funding provides for the NCRDC. County shall provide a good faith estimate of upgrade costs to Participants prior to the execution of any contract by the County for upgrades. County and Participants recognize that non approval of necessary and/or mandated upgrades may result in cessation of services to participants of the NCRDC. Any shortfalls between State funding levels and costs of upgrade are to be borne by the Participants and County proportionally in the same ratio as provided for in billing expenses. Should a Participant initiate termination of this agreement pursuant to section 1.3, the Participant shall be liable for debts incurred under this program for E911 Customer Premise Equipment and Software being funded by CalOES 9-1-1 Emergency Communications Branch at the time of termination.

7. EMPLOYMENT STATUS OF PERSONNEL

7.1 Status of Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall at all times, be under the direction and control of the County. All persons employed by County to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to Participant employees.

Participants shall not be liable for the direct payment of any salaries, wages, benefits or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

7.2 Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to Participants, County agrees to provide only that level of service which may be available through mutual aid, pursuant to Government Code Section 8615, et seq. Participants shall be billed only for the actual hours of service received.

8. COMPENSATION

8.1 Payment Basis. The Participants shall pay for such service or services as are required, requested and provided under this contract during fiscal year at the rates and items described in Exhibit A "Service Costs", or any revised rates or combinations thereof, plus such additional amounts as determined by the County's Auditor-Controller that will reflect any amendment to the County Salary Resolution related to salaries and employee benefits adopted annually by the Board of Supervisors during the term of this contract. Said rates shall include all items of cost and expense to the Sheriff for providing the services hereunder.

8.2 Establishment of Costs. The cost to be charged to Participant shall be adjusted to reflect any unanticipated changes in the cost to County for providing services hereunder. Participant shall be notified of any change in cost to be charged Participant prior to submittal of the proposed change to the County Board of Supervisors, and Participant shall be given the

opportunity to review the proposed change with County personnel. Participants shall, thereafter, be notified of adoption by County of the costs to be charged Participants, and said new costs to Participant shall take effect on the same date as County incurs the costs. Should Participant, subsequent to a cost adjustment, choose not to appropriate or expend any additional monies needed to support the level of service therefore to supplied, County reserves the right to reduce the level of service in accordance with the amount Participant is willing to expend.

8.3 Cost Allocation. The allocation of the costs of operation of the NCRDC for the current fiscal year will be allocated between the Participants and County based upon the percentages and costs as shown in Exhibit A.

8.4 Payment of Costs. Participants shall Pay to County monthly in advance on the first of each month one twelfth (1/12) of the annual amount shown on Exhibit A. County through the Sheriff's Office, shall provide to Participants within sixty (60) days of the conclusion of the fiscal year an itemized statement of the costs for services being charged for said quarters; Should the itemized statement show a savings from estimated costs shown on Exhibit A, then said savings will be credited back to Participants for the next month's payment. Should the itemized statement show a cost increase, then the Participants shall pay such shortfall with the next month's payment. In the event of nonpayment, County's remedy shall be to take any action permitted by law to recover unpaid amounts under the agreement.

8.5 Credits. From time to time County may receive revenue related to the operation of the NCRDC all of which should be credited against NCRDC costs on a pro rata basis where applicable. Examples of such credits may include: training reimbursements, grants, PERS credits, etc. Any reimbursement received by County from any non-County funding source for services charged to Participants under this Agreement will be credited to Participants.

9. SUBROGATION

To the extent that the County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by the Participants, the County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to the Participants. To the extent that the Participant incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by the County, the Participant shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to the County.

10. INDEMNIFICATIONS AND HOLD HARMLESS

10.1 Indemnification by Participants. Participants shall indemnify and hold County, its officers, agents, employees, volunteers, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Participant, its officers, agents, employees, volunteers, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on

County by the provisions of California Government Code Section 895.2, and Participants shall defend at its expense, including attorney fees, County, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

10.2 Indemnification by County. County shall indemnify and hold Participants, its officers, agents, employees, volunteers, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on Participants by the provisions of California Government Code Section 895.2, and County shall defend at its expense, including attorney fees, Town, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

11. INSURANCE

During the term of this Agreement, Participants and County shall maintain the following insurance coverage:

- A. Commercial General Liability Insurance. The Participants shall promptly provide the County, and the County shall provide Participants, with proof of commercial general liability insurance, evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:
- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.00
 - (ii) An endorsement naming the County, or in the case of the County's insurance naming Participants as an additional insured under said policies, with respect to claims or suits arising from the Services provided or the relationships created under this Agreement;
 - (iii) A provision that said insurance shall be primary and other insurance maintained by the County, or similarly Participants, shall be excess only and not contributing with Contractor's insurance;
 - (iv) A provision that said insurance shall provide for thirty (30) days written notice to County, or in the case of County's insurance, notice to Participants of any termination or change in coverage protection or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

- B. Workers Compensation. The Participants and the County shall maintain workers' compensation insurance as required by law. The Participants waive their right to subrogate against the County and the County waives its right to subrogate against Participants, for injuries incurred to their respective employees which are compensable under the Parties' workers' compensation insurance.

- C. Miscellaneous Insurance Provisions. All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement and shall be payable on a "per occurrence." At all times, the Parties shall keep and maintain in full force and effect throughout the duration of this Agreement, policies of insurance required by this Agreement. Failure to provide and maintain the insurance policies, endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this Agreement.

12. RIGHT TO AUDIT

Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

13. INTERNAL POLICIES

If requested by the Sheriff or Participants' Police Chief, an internal policy memorandum may be entered into by and between said Sheriff and Participant Police Chief, subject to Advisory Committee Review with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to administratively implement, interpret, or clarify one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the appropriate governing body.

14. DISPUTE RESOLUTION

In the event one party believes a dispute exists over the implementation, interpretation, or payment of funds under this agreement that party shall provide reasonable written notice to the other party along with a proposed resolution of the dispute. If the other party does not accept the proposed resolution, in writing, the parties shall meet to seek to resolve the dispute.

15. LEGAL PROCEEDINGS AND VENUE

Venue and jurisdiction for all proceedings pertaining to this Agreement shall be in the Superior Court for the County of Nevada situated in Nevada City, California.

16. NOTICES

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Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties to be served as follows:

If to County (three notices):

County Executive Officer
950 Maidu Avenue
Nevada City, CA 95959

Clerk of the Board of Supervisors
950 Maidu Avenue
Nevada City, CA 95959

Sheriff, County of Nevada
950 Maidu Avenue
Nevada City, CA 95959

If to Grass Valley (two notices)

City Manager, Grass Valley
129 East Main Street
Grass Valley, CA 95945

Chief of Police, Grass Valley
129 East Main Street
Grass Valley, CA 95945

If to Truckee (three notices):

Town Manager, Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

Chief of Police, Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

Town Clerk, Town of Truckee
10183 Truckee Airport Road
Truckee, CA 96161

If to Nevada City (two notices)

City Manager, Nevada City
317 Broad Street
Nevada City, CA 95959

Chief of Police, Nevada City
317 Broad Street
Nevada City, CA 95959

17. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

18. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement

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of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understanding, oral or written, in connection therewith.

19. NO OBLIGATION TO THIRD PARTIES

Nothing in this Agreement or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation, or entity, other than in the parties hereto, including but not limited to the employees of the parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of the Participants and/or County with regard to third party.

20. FORCE MAJEURE

Neither the County or any Participant shall be liable in damages for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by conditions beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of God, wars, insurrections, failure of suppliers, subcontractors, and carriers, and/or any other cause beyond the reasonable control of the party whose performance is affected. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

21. CONSTRUCTION OF AGREEMENT

This Agreement shall be constructed and enforced pursuant to the laws of the State of California. This agreement shall be interpreted as if jointly prepared by the parties. No presumption shall arise from the identity of the drafter.

22. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

23. AGREEMENT CONTROLLING

In the event of a conflict between the provisions of the text of this Agreement and Exhibits, the provisions of the text shall prevail.

24. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

County of Nevada

By _____
Heidi Hall, Chair, Board of Supervisors

Date _____

By _____
Alison Lehman, Chief Executive Officer

Date _____

By _____
Shannan Moon, Sheriff

Date _____

By _____
Katharine Elliott, County Counsel

Date _____

Town of Truckee

By _____
David Polivy, Mayor

Date _____

By _____
Dan Wilkins, Acting Town Manager

Date _____

City of Grass Valley

By _____
Lisa Swarthout, Mayor

Date _____

By _____
Tim Kiser, City Manager

Date _____

City of Nevada City

By _____
Erin Minnett, Mayor

Date _____

By _____
Catrina Olson, City Manager

Date _____

Exhibit A Service Costs

The annual percentage of costs allocated to each participating agency have been calculated using a formula which takes into consideration each Participants jurisdictional population, calls for service and number of sworn staffing. According to an economic development report (located here: <https://www.townoftruckee.com/home/showdocument?id=9351>) the year round population of Truckee is significantly affected by seasonal housing which is estimated at 47% of total available housing. Even though the occupancy of those homes at less than full time rate, the occupancy is significant enough to impact the actual resident population. Using this report and other data an adjustment factor to the base full time Truckee population of 131% is warranted. This adjustment factor brings the Truckee population from 16,432 to 21,472.

For Fiscal Year 2020-2021, the total annual cost for providing dispatch services to the County and all Participants is an estimated budget of \$2,019,485. Invoicing for compensation per Section 8.4 of the contract will occur throughout the effective dates of this contract as listed in Section 1.1 and reflect one twelfth (1/12) of annual estimated costs to each Participant as per Section 8.4 of the contract.

- The City of Grass Valley agrees to pay monthly on an allocated percent of total of 22.29% of the estimated annual budget, or \$450,230.45.
- The City of Nevada City agrees to pay monthly on an allocated percent of total of 6.62% of the estimated budget, or \$133,625.83.
- The Town of Truckee agrees to pay monthly on an allocated percent of total of 20.48% of the estimated budget, or \$413,669.25.
- The County of Nevada shall be responsible for the remaining allocated percent of total of 50.60% of the estimated budget or \$1,021,959.47.

The total costs shall be adjusted periodically to reflect any changes in the cost to the County for providing Public Safety Dispatch services. Increases or decreases in dispatch costs will be shared based on the allocated percent of total as indicated above.

Development of costs is shown in the tables below:

Population Based on Annual CA D.O.F .Published Population numbers						
Reflects snapshot of "Radio Users" on 2/27/2020 and Truckee Population adjustment as noted above						
Agency	Radio Users	Population	Calls for Service	Workload Index*	% of total	Allocated cost
NCPD	9	3,122	7,987	20	6.62%	\$ 133,625.83
TPD	26	21,472	14,780	62	20.48%	\$ 413,669.25
GVPD	28	12,769	26,985	68	22.29%	\$ 450,230.45
NCSO	46	66,579	41,213	154	50.60%	\$ 1,021,959.47
		103,942		304	100.00%	\$ 2,019,485.00

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