

AGREEMENT FOR COMMUNICATION SERVICES BETWEEN THE CITY OF RICHMOND AND THE CITY OF EL CERRITO

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the City of Richmond (“Richmond”) and the City of El Cerrito, (“El Cerrito”) collectively the “Parties.”

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, 2022, through June 30, 2027, unless terminated as provided herein.
- 1.2 Renewals: At any time during the term of this Agreement, the parties may evaluate the terms and modify the Agreement. Any amendment shall be in writing and approved by both parties.
- 1.3 Termination: Notwithstanding the provision of Sections 1.1 and 1.2 above, either Party may terminate this Agreement by giving at least nine (9) months written notice to the other party. In the event this Agreement is terminated for any reason prior to June 30, 2027, the obligation of El Cerrito and Richmond for mutual indemnification shall continue after any such termination. El Cerrito’s obligation to provide payments to the City of Richmond for services provided prior to the termination date shall continue after the termination of this Agreement, until all outstanding payments owed, if any, are received.

2. SCOPE OF SERVICES

- 2.1. Duties of Richmond: Richmond agrees, through the Richmond Police Department, to provide comprehensive police dispatch services for the El Cerrito Police Department twenty-four (24) hours per day, three hundred sixty-five (365) days per year. These services shall be as follows:
 - 2.1.1 Emergency and Non-Emergency Telephone Services: Richmond shall receive and process all emergency and non-emergency telephone calls for El Cerrito Police Department, including those received on 9-1-1 telephone lines and on published seven-digit emergency telephone lines at the Richmond Police Department Communications Center.
 - 2.1.2 Computer Aided Dispatch: Richmond shall provide dispatch services utilizing a modern Computer Aided Dispatch (“CAD”) System at the Richmond Police Department Communications Center. Richmond agrees to authorize El

Cerrito to have unlimited access to amend, enter, or view the data within Richmond's CAD System. The El Cerrito Police Department shall be responsible for any/all hardware or software costs necessary for access to the CAD System. The El Cerrito Police Department agrees not to release any confidential information from, or grant access to confidential information by any third party without prior written authorization from Richmond, except that the El Cerrito Police Department may release information that describes El Cerrito Police Department dispatch operation procedures. If El Cerrito believes the information contained in the CAD System would be responsive to a request for records made under the California Public Records Act, El Cerrito shall forward the PRA request to Richmond's City Clerk Office.

2.1.3 The California Law Enforcement Telecommunications Systems ("CLETS"): Richmond shall provide limited CLETS support for El Cerrito Police Department field activities. For the purposes of this Agreement, the hours during which Richmond shall provide CLETS support will be Monday-Friday, 1800-0700 hours, and Saturday and Sunday, twenty-four (24) hours per day. CLETS support will consist of entering or removing stolen/recovered vehicles, vehicle tows/impounds, missing persons, and locating wanted persons in the CLETS.

2.1.4 CLETS Access: Richmond shall provide access to the CLETS Database during the term of this Agreement; however, El Cerrito Police Department shall be responsible for managing and obtaining CLETS mnemonics, as well as any/all hardware or software cost associated with accessing the CLETS Database. El Cerrito Police Department will also be responsible for managing and tracking CLETS compliance and personnel certifications.

2.1.5 Richmond Criminal Justice Network System ("ACCJIN") Access: Richmond shall provide access to ACCJIN during the terms of this Agreement; however, the El Cerrito Police Department shall be responsible for any/all hardware, software and personnel access and compliance regulations cost associated with accessing the ACCJIN database.

2.1.6 Technical Services: The El Cerrito Police Department shall be responsible for any/all hardware or software costs associated with secondary hardware or software applications. The Richmond Police Department will not provide support for equipment owned by the El Cerrito Police Department or any other El Cerrito on-premises equipment.

2.1.7 Records Management Services: El Cerrito Police Department shall be responsible for all hardware and software costs associated with their Records Management Systems.

3. OPERATIONAL ISSUES

- 3.1. Policies and Procedures: Richmond Police Department Communications Center shall be under the direction and management control of the Richmond Police Chief or their designee. Matters concerning communication procedures, operations, complaints, request for changes, and/or similar operational matters provided for under this Agreement shall be submitted in writing by the El Cerrito Police Chief or their designee to the Richmond Police Chief or their designee.
- 3.2. Conflict Resolutions: During the regular business hours, the supervisory personnel from the El Cerrito Police Department shall attempt to resolve problems involving dispatch by contacting the on-duty Communications Shift Supervisor ("CSS"). If the matter remains unresolved after contacting the on-duty CSS, the El Cerrito supervisory personnel should contact the Officer in Charge ("OIC") at the Richmond Police Department.
- 3.3. Special Events: Whenever possible, the El Cerrito Police Department shall notify the Richmond Police Department Communications Center of any planned special events at least thirty (30) days in advance of the event. If extra personnel are required; the El Cerrito Police Department agrees to reimburse Richmond for any additional cost associated with the extra staffing. The cost of and whether extra personnel are required shall be reviewed and agreed upon by the Parties to this Agreement at least thirty (30) days in advance of the event.

4. LEVEL OF SERVICE

- 4.1. Level of Service: Richmond Shall provide police dispatch services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- 4.2. Staffing: Richmond agrees to maintain the appropriate staffing levels within the Richmond Police Department Communications Center to deliver the services set forth in this Agreement.

5. PROVISION OF LABOR AND EQUIPMENT

- 5.1 Labor and Equipment: Richmond shall supply all labor and supplies necessary to maintain the level of service required by this Agreement. Any equipment purchased by the El Cerrito Police Department to be utilized by the Richmond Police Department Communication Center (hereafter "El Cerrito Equipment") shall meet the Richmond Police Chief's specifications. All El Cerrito Equipment shall remain within the Richmond Police Department Communications Center during the term of this Agreement but shall be owned by El Cerrito. Richmond and El Cerrito shall meet and confer before the installation of El Cerrito Equipment to discuss installation, maintenance, and security protocols. Richmond Police Department Communications Center staff shall use reasonable care when operating El Cerrito Equipment. El Cerrito shall be responsible for routine

maintenance, repairs, and upgrades of El Cerrito Equipment. Richmond shall allow El Cerrito employees and contractors reasonable access to the Richmond Police Department Communications Center to perform maintenance, repair, and upgrades of El Cerrito Equipment, subject to any standard security measures employed by Richmond at the Richmond Police Department Communications Center. In the event of damage to El Cerrito Equipment beyond normal wear-and-tear, Richmond and El Cerrito shall meet and confer in good faith to determine responsibility for any such damage and whether reimbursement by Richmond, if applicable, shall be direct or a credit against a monthly payment by El Cerrito, as provided for in Section 7.1 of this Agreement.

6. PERSONNEL

6.1 Status of Employees: All persons employed by Richmond to perform services pursuant to this Agreement are Richmond employees or contractors and shall always be under the direction and control of Richmond.

6.2 Hiring, Supervising and Managing Employees: Richmond is responsible for hiring, supervising, and managing Richmond Police Department Communications Center employees. Richmond is bound to abide by the Collective Bargaining Agreements (“CBA”) covering Richmond employees performing services pursuant to this Agreement. The El Cerrito Police Department Chief or designee will be provided an opportunity to the Richmond Police Chief or designee concerning the performance of dispatch personnel performing services for the El Cerrito Police Department under the terms of this Agreement.

7. PAYMENT

7.1 Cost Structure: El Cerrito shall pay Richmond the dollar amounts referenced in the table listed below:

July 1, 2022, to June 30, 2023	\$ 812,461
July 1, 2023, to June 30, 2024	\$ 828,710
July 1, 2024, to June 30, 2025	\$ 845,285
July 1, 2025, to June 30, 2026	\$ 862,190
July 1, 2026, to June 30, 2027	\$ 879,434
Total	\$ 4,228,080

Richmond shall invoice El Cerrito monthly based the prorated annual amount. The monthly cost for services rendered under this Agreement shall be 1/12 of the annual cost, payable by the 10th day of each month.

7.2 Payment of Cost: Nonpayment by El Cerrito within the timeframe provided for payment in Section 7.1 above for a properly charged invoiced monthly bill for services shall constitute a default of this Agreement. In the event of nonpayment, Richmond shall provide notice of default to El Cerrito. If El Cerrito fails to cure the default within 10 calendar days of receiving the notice from Richmond (or by the date of any extension granted in writing by Richmond), Richmond's remedy shall be to terminate this Agreement within thirty (30) days written notice to El Cerrito and to discontinue the provision of services being provided under this Agreement. In the event this Agreement is terminated pursuant to this Section because of a billing dispute, the Parties shall meet and confer in good faith on an urgency basis to resolve any outstanding issues.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by El Cerrito: El Cerrito shall indemnify and hold Richmond and Richmond's officers, agents, employees, volunteers subcontractors, and independent contractors free and harmless from any claim or liability whatsoever based or asserted upon any act or omission of El Cerrito and El Cerrito's 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 Richmond by the provisions of California Government Code Section 895.2. El Cerrito shall defend at its expense, including attorney fees, its officers, agents, employees, volunteers, subcontractors, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

8.2 Indemnification by Richmond: Richmond shall indemnify and hold El Cerrito and El Cerrito's officers, agents, employees, volunteers subcontractors, and independent contractors free and harmless from any claim or liability whatsoever based or asserted upon any act or omission of Richmond and Richmond's 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 El Cerrito by the provisions of California Government Code Section 895.2. Richmond shall defend at its expense, including attorney fees, its officers, agents, employees, volunteers, subcontractors, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

9. 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.

10. INTERNAL POLICIES

If requested by the Richmond Police Chief the El Cerrito Police Chief, an internal policy memorandum may be entered into by and between said Richmond Police Chief and El Cerrito Police Chief with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised, and all 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 both the El Cerrito City Council and Richmond City Council. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

11. DISPUTE RESOLUTION

- 11.1 Any controversy, claim, or dispute arising out of or relating to this Agreement shall be settled first by non-binding negotiations. Either Party may initiate negotiation proceedings by giving written notice to the other Party, setting forth the particulars of the dispute, and requesting that the parties meet to resolve the dispute. Within ten (10) days after receipt of such letter, the Parties shall meet on at least two (2) occasions to attempt to resolve the matter. If the controversy is not resolved by informal negotiations within thirty (30) days after the receipt of the written notice, the matter shall be referred to a retired judge or justice selected in accordance with the rules of JAMS (the "Mediator") for non-binding mediation. Such mediation shall occur in an informal non-binding conference or conferences between the Parties in which the Mediator shall seek to guide the Parties to resolution on the matter. At least ten (10) days prior to said mediation, each Party shall submit to the Mediator a written statement of not more than ten (10) pages setting forth their respective positions regarding the dispute. All fees and costs incurred in connection with this mediation shall be equally borne by the Parties.
- 11.2 Notwithstanding anything to the contrary, Section 11 is not intended to limit or restrict the rights of either party to seek judicial remedy.
- 11.3 Governing Law; Venue: This Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects, according to the laws of the State of California. Any action to enforce or interpret the provisions of this Agreement must be commenced in the courts of the State of California, and the venue for purpose of any action in connection with this Agreement of any document referred to herein shall be in County of Contra Costa.

12. SERVERABILITY

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.

13. ENTIRE AGREEMENT

This Agreement is intended by the Parties as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes all prior and contemporaneous agreements and understandings, oral and written, in connection therewith.

14. NO OBLIGATION TO THIRD PARTIES

Nothing in this Agreement, or any of the addend hereto, is intended to nor shall it create any right in any person, firm, corporation, or entity, other than in the Parties, including but not limited to employees of the Parties, to any of the benefits hereunder. Nothing in this Agreement is intended to expand the duties and obligations of El Cerrito and/or Richmond with respect to third parties.

15. 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.

16. ASSIGNMENT/DELEGATION

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

By: _____
Shasa Curl, Interim City Manager
City of Richmond

By: _____
Karen Pinkos, City Manager
City of El Cerrito

By: _____
Louie Tirona, Acting Chief of Police

By: _____
Paul Keith, City of Police

Richmond Police Department

El Cerrito Police Department