



Midpeninsula Regional
Open Space District

R-17-84
Meeting 17-15
June 28, 2017

AGENDA ITEM 7

AGENDA ITEM

Agreement with City of Mountain View to Provide District Radio Dispatch Services

GENERAL MANAGER'S RECOMMENDATION

Authorize the General Manager to execute a one-year agreement with the City of Mountain View to provide the District 24-hour radio dispatch service, with the option to extend the agreement for one additional year, in an amount not-to-exceed \$197,800 in Fiscal Year 2017–18 and an amount not-to-exceed \$217,810 for Fiscal Year 2018–19.

SUMMARY

In May 2007, the District entered into a six-year agreement with the City of Mountain View to provide radio dispatch services. The terms allowed for two extensions (of two years each) to the agreement if mutually agreed to by both parties. In August 2013, the District and Mountain View executed the first extension of the agreement. In July 2015, the Board authorized a second extension of the agreement. The agreement is expiring on June 30, 2017. The General Manager recommends a new agreement for one year, not-to-exceed \$197,800 in Fiscal Year (FY) 2017–18, with the option to extend the agreement for one additional year, for an amount not-to-exceed \$217,810 for FY2018–19. During FY2017–18, District staff will complete a request for proposals (RFP) for future competitive radio dispatch services.

DISCUSSION

On May 9, 2007, the Board of Directors authorized the General Manager to enter into a six-year agreement with the City of Mountain View to provide the District with 24-hour radio dispatch services (Report R-07-58). The Board also approved a six-year Funding Plan for District dispatch services from 2007–2013, for a total amount of \$737,740, contingent upon future approval of budget expenditures after FY2007–08.

The preparation and release of a Request for Proposals for District radio dispatch services was on the District work plan for FY2016–17. However, this was deferred due to a vacancy in the Land and Facilities Services Department, with the Management Analyst position, due to reorganization and a promotion. With the pending expiration of the current agreement and the critical need for uninterrupted dispatch services, the General Manager recommends a new agreement with the City of Mountain View to continue these services.

The City of Mountain View's dispatch services have been very satisfactory. Reliable radio dispatch service is critically important to the District field employees and public safety needs.

The City of Mountain View has proven they can provide these necessary services on a professional and reliable basis.

Annual increases in the contract since the second year of the original agreement were between 3% and 5%. The increase between the Fiscal Year 2016–17 contract and the proposed FY2017–18 contract is 19%. The increased cost above normal inflationary costs is due to Mountain View adding a 15% administrative cost recovery to their proposal. The administrative cost includes administrative overhead such as information technology, human resources, and management costs. Mountain View has been charging a 15% administrative cost for police services to other external partners (such as concert event coverage) for many years and decided to charge the District the same percentage to recover their true costs.

During FY2017–18, District staff will complete a Request for Proposals (RFP) for radio dispatch services to ensure the District receives competitive proposals for these services. The second year extension option allows for potential unanticipated schedule delays in the RFP process. The RFP will be released in the fall of 2017 so that the selection and negotiation of the new agreement can be completed by the end of the fiscal year.

FISCAL IMPACT

There are sufficient funds in the Land and Facilities Services Department Support Services budget for radio dispatch services to cover the cost of the recommendation. The total cost estimate is equal to (or less than) the amount budgeted, which is not-to-exceed \$197,800 in FY2017–18. If the agreement is extended for an amount not-to-exceed \$217,810 for an additional year, funding will be included in the proposed budget for FY2018–19.

BOARD COMMITTEE REVIEW

This item was not previously reviewed by a Board Committee.

PUBLIC NOTICE

Public notice was provided as required by the Brown Act.

CEQA COMPLIANCE

This item is not a project subject to the California Environmental Quality Act.

NEXT STEPS

If approved by the Board, the General Manager will enter into a one-year agreement with the City of Mountain View for dispatch services through June 30, 2018, with an option to extend for a second year.

Attachment

1. MROSD-Mt View Radio Dispatch Agreement

Responsible Department Head:
Brian Malone, Land & Facilities Services

Prepared by:
Deborah Bazar, Management Analyst II, Land & Facilities Services

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND MIDPENINSULA REGIONAL OPEN SPACE DISTRICT FOR
THE PROVISION OF EMERGENCY AND NONEMERGENCY
COMMUNICATION SERVICES**

This AGREEMENT is dated for identification this 29th day of June 2017, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and MIDPENINSULA REGIONAL OPEN SPACE DISTRICT, an independent special district (Internal Revenue Code, Section 170(c)(1)), whose address is 330 Distel Circle, Los Altos, California, 94022-1404 (hereinafter "DISTRICT").

RECITALS

A. WHEREAS, CITY desires to furnish communication services to DISTRICT through utilization of CITY facilities and staff located at 1000 Villa Street, Mountain View; and

B. WHEREAS, CITY is willing to furnish said services for a mutually agreed upon sum; and

C. WHEREAS, the parties have determined the computer-aided dispatch system and records management system owned by CITY will be an effective method of communication and record keeping for DISTRICT; and

D. WHEREAS, CITY and DISTRICT entered into an agreement for CITY to provide DISTRICT with communication services, dated July 1, 2007, and such agreement has been amended and extended and will terminate on June 30, 2017; and

E. WHEREAS, the parties desire for CITY to continue to provide DISTRICT communication services.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, DISTRICT does hereby engage CITY, and CITY agrees, to perform the services set forth herein in accordance with the following terms and conditions:

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1. **Description of Services.** Emergency and nonemergency telephone answering:

a. **CITY's Responsibilities:**

(1) CITY will provide DISTRICT with telephone answering, personnel notification, and equipment dispatching, including status keeping and associated activity reports and date inquires, in response to fielding a request. CITY will not be responsible for answering DISTRICT's nonemergency administrative phone calls during normal weekday DISTRICT office hours.

(2) CITY will provide DISTRICT with services set forth in Clause 1.a., above, on a twenty-four (24) hour/day basis, three hundred sixty-five (365) days per year.

(3) The geographic file of DISTRICT's area responsibilities required for the computer-aided dispatch system will be maintained and updated by CITY and DISTRICT personnel.

(4) Audio recordings of all incoming emergency and nonemergency incident calls, as well as radio messages transmitted and received on primary dispatch frequencies, shall be continuously recorded and retained by CITY for a minimum of one hundred (100) days following the date of the call or message.

(5) CITY will provide DISTRICT with a quarterly activity report through CITY's records management system, if requested by DISTRICT.

b. **DISTRICT's Responsibilities:**

(1) **Clear Radio Reception.** DISTRICT shall maintain its radio equipment in a manner that will allow clear reception that is free from static, squelching tails, and interference.

(2) **Equipment Maintenance and Replacement.** Equipment purchased and owned by DISTRICT shall be maintained and replaced at DISTRICT's expense.

(3) **Information Updates.** DISTRICT shall provide and maintain timely, accurate geographic data and related emergency information necessary for the efficient dispatching of emergency resources by CITY. DISTRICT shall incur all costs related to updating information within DISTRICT.

(4) **Confidential Information.** DISTRICT shall provide CITY with proof of State-required information on all DISTRICT personnel having access to

confidential information and furnish such information necessary to build the required security files. DISTRICT is responsible for proper use of criminal justice information disseminated by CITY. CITY shall not be liable in the event of misuse.

2. **Operational Responsibilities.** All matters concerning Communications procedures, operations, complaints, requests for changes, and similar operational matters shall be approved by DISTRICT's Operation Manager and submitted to CITY's Communications Operation Supervisor.

3. **Schedule and Term.** The schedule for performing said services is as follows:

CITY shall furnish the agreed-upon services as set forth in this Agreement commencing on July 1, 2017 and ending on June 30, 2018. This Agreement may be extended for up to a one (1) year period as mutually agreed upon by CITY and DISTRICT. In the event both parties agree to extend this Agreement, it shall be determined four (4) months (prior to extension commencement) with the compensation to be determined based on updated employee and salary benefits.

4. **Compensation.** Year 1 (July 1, 2017 to June 30, 2018): DISTRICT shall pay CITY a fee for dispatching services under this Agreement in the amount of One Hundred Ninety-Seven Thousand Eight Hundred Dollars (\$197,800).

5. **Payment Schedule.** Total compensation for Fiscal Year 2017-18 is One Hundred Ninety-Seven Thousand Eight Hundred Dollars (\$197,800). DISTRICT shall remit CITY quarterly payments for each respective year's service on or before September 30, December 31, March 31, and June 30.

6. **Independent Agency.** It is agreed that DISTRICT is an independent agency and all persons working for or under the direction of DISTRICT are DISTRICT's agents and employees, and said persons shall not be deemed agents or employees of CITY.

7. **Hold Harmless.**

a. To the fullest extent permitted by law, CITY shall defend, indemnify, and hold DISTRICT, its officers, employees, agents, and volunteers, harmless from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of CITY or CITY's contractors, subcontractors, agents, or employees under this Agreement. CITY shall cooperate reasonably in the defense of any action, and CITY shall employ competent counsel reasonably acceptable to the City Attorney.

b. To the fullest extent permitted by law, DISTRICT shall defend, indemnify, and hold CITY, its officers, employees, agents, and volunteers, harmless

from any liability for damage or claims of same, including, but not limited to, personal injury, property damage, and death, which may arise from services or operations of DISTRICT or DISTRICT's contractors, subcontractors, agents, or employees under this Agreement. CITY shall cooperate reasonably in the defense of any action, and DISTRICT shall employ competent counsel reasonably acceptable to the City Attorney.

8. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and other such costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

9. **Nondiscrimination.** DISTRICT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

10. **Amendment.** This Agreement may be amended in writing and signed by both parties.

11. **Termination.** Either party may terminate this Agreement at any time by providing six (6) months' advance written notice to the other party. Should DISTRICT terminate pursuant to said notice, DISTRICT shall pay CITY for CITY's services rendered to the date of cancellation based on percentage of completion of services. In no event shall said fees exceed the maximum compensation established in this Agreement. Should CITY terminate pursuant to said notice, DISTRICT shall pay the cost for removing DISTRICT-owned equipment from CITY's Emergency Communications Center.

12. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

13. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

14. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

15. **Waiver.** The failure of CITY to insist upon a strict performance of any of the terms, conditions, and covenants contained herein shall not be deemed a waiver of any rights or remedies that CITY may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants contained herein.

16. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.

17. **Public Records.** The parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

18. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

19. **Notices.** Any notice required to be given to DISTRICT shall be deemed to be duly and properly given if mailed to DISTRICT, postage prepaid, addressed to:

General Manager
Midpeninsula Open Space District
330 Distel Circle
Los Altos, CA 94022

or personally delivered to DISTRICT at such address or at such other addresses as DISTRICT may designate in writing to CITY.

Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Police Chief
City of Mountain View
1000 Villa Street
Mountain View, CA 94041

or personally delivered to CITY at Police Department, 1000 Villa Street, or at such other addresses as CITY may designate in writing to DISTRICT

IN WITNESS WHEREOF, this Agreement, dated June 29, 2017 for identification, between the City of Mountain View and Midpeninsula Regional Open Space District to furnish communication services to DISTRICT through utilization of CITY facilities and staff located at 1000 Villa Street, Mountain View, is executed by CITY and DISTRICT

“CITY”:
CITY OF MOUNTAIN VIEW,
a California charter city and municipal
corporation

“DISTRICT”:
MIDPENINSULA REGIONAL OPEN
SPACE DISTRICT,
an independent special district (Internal
Revenue Code, Section 170(c)(1))

By: _____
City Manager

By: _____

By: _____
City Clerk

Print Name: Stephen E. Abbors

Title: General Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Public Safety Support Services Manager

By: _____

Print Name: Sheryl Schaffner

FINANCIAL APPROVAL:

Title: General Counsel

Finance and Administrative
Services Director

Taxpayer I.D. Number

APPROVED AS TO FORM:

City Attorney