

WEST CITIES POLICE COMMUNICATIONS CENTER (West-Comm JPA)**RANGER DISPATCH SERVICES AGREEMENT**

THIS AGREEMENT FOR RANGER DISPATCH SERVICES ("Agreement") is entered into as of the date set forth below by and between the County of Orange ("County") and the West Cities Police Communications Center (West-Comm JPA) ("Authority"),

RECITALS

- A. The County desires that the Authority provide dispatch services to its park rangers.
- B. The Authority represents that it possesses the requisite expertise, equipment, personnel and qualifications to provide such services to the County.
- C. By this Agreement, the parties desire to set forth the terms and conditions under which the services are to be provided to County.

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants hereinafter set forth, the parties agree as follows:

1. **Term of Agreement.** ~~The initial term of this Agreement shall be for a period of five (5) years commencing from January 1, 2007, and expiring on December 31, 2012 ("Initial Term"). Services as described below shall commence at midnight on December 31, 2006. Thereafter, the agreement shall automatically renew for additional one (1) year periods unless either County or Authority gives written notice of its desire to terminate the Agreement on or before the 60th day prior to the anniversary/renewal date. In the event the County terminates this Agreement during the Initial Term, the County shall pay to Authority a early termination fee in the amount of \$6,060. The initial term of this Agreement was for a period of five (5) years commencing from January 1, 2007, and expiring on December 31, 2012 ("Initial Term").~~ This Agreement shall be extended for an additional period of five (5) years commencing from January 1, 2013 and expiring on December 31, 2017 ("Extended Term"). Services as described below commenced at midnight on December 31, 2006 and have continued without interruption from that date to the present. In the event the County terminates this Agreement during the Extended Term, the County shall pay to Authority an early termination fee in the amount of six thousand eight hundred eighty five and no/100 dollars (\$6,885).
2. **Frequency Sharing.** Subject to Federal Communications Commission (FCC) rules and regulations, and for as long as this Agreement shall be in effect, Authority and County agree to share all radio frequency spectrum capability that are licensed to Authority and County for Ranger dispatch services. The County of Orange through its Harbors Beaches

and Parks shall be responsible for maintaining in its own name all radio frequency spectrum capability that are licensed to County by the FCC for Ranger dispatch services.

3. Dispatch Services.

- (a) The Authority shall provide County with Ranger dispatch services as described in Exhibit "A" attached hereto ("Description of Dispatch Services") utilizing Authority's state of the art dispatch facilities located in the City of Seal Beach. The Ranger dispatch services provided by Authority to County shall include a police tactical spectrum.
- (b) The Authority shall provide access to and share its radio telecommunications infrastructure and facilities with County in connection with Ranger dispatch services provided by Authority to County.

4. Consideration for Services. In consideration for the services provided by Authority to County herein, the County shall pay to Authority the fees described in this Section,

- (a) ~~A flat fee in the amount of \$60,600 annually ("Annual Fee") for the Services described in Exhibit "A". County may elect to pay the Annual Fee in monthly installments as provided in subparagraph (c) below. In the event of a special detail wherein it will necessitate a dedicated dispatcher assigned to the Harbor Beaches and Parks radio frequency, County will be billed for the personnel costs associated with this event at a rate of \$50.00 per hour ("Dedicated Dispatcher Costs"). The Authority shall provide the County with a monthly invoice for any Dedicated Dispatcher Costs incurred during that month. The County shall within thirty (30) days of receiving such invoice pay all charges thereon. As of January 1, 2013, a flat fee in the amount of sixty eight thousand eight hundred fifty six and no/100 dollars (\$68,856) annually ("Annual Fee") shall be charged for the Services described in Exhibit "A." County may elect to pay the Annual Fee in monthly installments as provided in subparagraph (c) below. In the event of a special detail wherein it will necessitate a dedicated dispatcher assigned to the Harbor Beaches and Parks radio frequency, County will be billed for, and agrees to pay, the personnel costs associated with this event at a rate of fifty dollars (\$50.00) per hour ("Dedicated Dispatcher Costs"). The Authority shall provide the County with a monthly invoice for any Dedicated Dispatcher Costs incurred during that month. The County shall, within thirty (30) days of receiving such invoice, pay all charges thereon.~~

An "incident" is defined as a call for service that is entered into the West Comm CAD system and creates an incident number (log item) or case number. An example of tracked incidents will be public calls for service, Ranger initiated activity, and CLETS record checks (i.e., want or warrant check, DMV vehicle or

person check). Examples of events **not** qualifying as an “incident” include, but are not limited to, the following:

1. Rangers logging status in-service & out-of-service.
2. Out-of-service notification due to meetings, training and out-of-facility travel.
3. The amount of times a Ranger speaks on the radio.

(b) ~~The Annual Fee and the Dedicated Dispatcher Costs shall be increased each year this Agreement is in effect by the increase in the Consumer Price Index (CPI-U) used for the Counties of Los Angeles, Orange and Riverside, in no event to exceed (5%). The CPI-U used for this calculation shall be the annual rate for the period ending June each year. The Authority shall notify the County by October 1 of each year this Agreement is in effect of the CPI-U adjustment for the ensuing year. The Annual Fee and the Dedicated Dispatcher Costs shall be increased on the contract anniversary date each year this Agreement is in effect by a percentage increase equal to the percentage increase in the Consumer Price Index (“CPI-U”) for the Counties of Los Angeles, Orange, and Riverside, but in no event to exceed five percent (5%). The CPI-U used for this calculation shall be the annual rate for the period ending June 30th each year. The Authority shall notify the County by October 1st of each year this Agreement is in effect of the CPI-U adjustment for the ensuing year.”~~

- (c) Unless the County elects to make payment in monthly installments, the Annual Fee for services to be paid to Authority by County shall be paid in four equal installments on January 1, April 1, July 1 and October 1 of each year.
- (d) A five percent (5%) late charge shall be imposed upon fee payments not received by the Authority within thirty (30) calendar days following the scheduled dates for payment. An additional five percent (5%) shall be imposed if payment is not received within an additional thirty (30) calendar days. If the outstanding fees, including applicable late charges, are not paid in full within seventy-five (75) calendar days following any scheduled due date, the County shall be in default and the Authority may immediately and automatically terminate this Agreement. In the event of termination of this Agreement the County shall remain liable for the outstanding Annual Fee for the period prior to termination of this Agreement, any defaulted payments and any applicable late charges.

5. **Transition Costs.** In consideration for the transition costs associated with the Authority providing Ranger Dispatch Service, the County shall pay to Authority the costs described in this Section.

- (a) The cost associated with the required radio programming to enable Authority to utilize the County of Orange 800 MHz Radio System 1 Silver-3 radio frequency

for Ranger Dispatch Services.

- (b) The cost associated with purchase and programming of one (1) Motorola XTS3000 (or comparable model) portable radio for use by the Authority to utilize the County of Orange 800 MHz Radio System 1 Silver-3 radio frequency for Ranger Dispatch Services.
6. **Nature of Agreement.** This Agreement shall not convey to County any duties, obligations, responsibilities or privileges of membership in Authority; County is contracting for service only. The Authority and County agree that this Agreement shall not confer on County any rights to the assets of Authority.
7. **Dispute Resolution.** County and Authority shall attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, the dispute shall be mediated by a mediator chosen jointly by County and Authority within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and County and Authority shall share the cost of the mediation equally. The parties may agree to engage in some other form of non-binding alternate dispute resolution (“ADR”) procedure in lieu of mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Orange, California. If a lawsuit is necessary to resolve any dispute arising out of any of the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees and costs of suit as adjudicated and determined by the Court.
8. **Indemnification**
- (a) County agrees to indemnify, hold harmless and defend the Authority and all its successors and assignees, and its officers, directors agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney’s fees and costs of suit, arising from or occasioned by any act, omission or negligence of the County of Orange or its agents, officers, servants or employees, in the performance of this Agreement.
- (b) Authority agrees to indemnify, hold harmless and defend the County of Orange and all its successors and assignees, and its officers, directors agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney’s fees and costs of suit, arising from or occasioned by any act, omission or negligence of the West Cities Police Communications Center (West-Comm JPA) (Authority) or its agents, officers, servants or employees, in the performance of this Agreement.

9. **Governing Law.** The rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California.
10. **Entire Agreement.** This Agreement contains the full and entire agreement between and among the parties with respect to the entire subject matter hereof and supersedes any and all prior or contemporaneous agreements and discussions, whether written or oral, Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings are merged herein, and no representations by any party not embodied herein shall be valid or binding.
11. **Amendments to Agreement.** This Agreement may be amended only by a subsequent agreement in writing signed by all parties to this Agreement.
12. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other of the provisions of this Agreement.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the effective date hereof being the date set forth below herein.
14. **Authority to Execute.** Each person signing this Agreement warrants and represents that, to the extent he or she is executing this Agreement for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and behalf of said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.
15. **Notices.** Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party sent by Registered Mail of the United States Postal Service addressed as follows:

COUNTY: Harbors, Beaches and Parks
County of Orange
P.O. Box 4048
Santa Ana, CA 92702-4048

AUTHORITY: Attention: Dispatch Administrator
West-Cities Police Communications Center
911 Seal Beach Blvd.
Seal Beach, CA 90740

The notices shall be deemed to have been given as of the date of personal service, or three

days after deposit of the same in the custody of the United States Postal Service. The County agrees to provide any required notice to Authority at or addressed to any new headquarters/facility that Authority may move to, upon the County being advised of Authority's new address. The Authority agrees to provide any required notice to County at or addressed to any new headquarters/facility that County may move to, upon the Authority being advised of County's new address,

16. **Default.** Except as provided in Section 4(d), in the event of default by either party hereto, upon written notice by the non-defaulting party, the defaulting party shall have 30 days to cure any default hereunder unless such relates to the provision of emergency services, in which event the defaulting party shall be required to cure a default as soon as is practicable. Failure to cure a default as required by this section shall constitute a material breach of this Agreement and grounds for immediate termination for cause.
17. **Joint Drafting.** Should a dispute arise respecting this Agreement, the Agreement shall be interpreted as though it were jointly drafted by the parties hereto.
18. **Contingency of Funds.** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated subject to the early termination fee as set forth in Section 1 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entered into this _____ day of _____, 2006.

COUNTY OF ORANGE

Date: _____

By _____
Chairman of the Board of Supervisors
Orange County, CA

SIGNED AND CERTIFIED THAT A COPY
OF THIS AGREEMENT HAS BEEN
DELIVERED TO THE CHARIMAN OF
THE BOARD.

Date: _____

By _____
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY _____

Date: _____

By _____
Chairperson
West Cities Police Communications Center
WEST-COMM JPA

APPROVED AS TO FORM:

By: _____
West-Comm JPA General Counsel

EXHIBIT "A"**SCOPE OF WORK**

1. Provide radio monitoring & dispatch for park rangers from 6:00 am to 12:00 midnight (seven) days a week, 365 days a year.
2. Ability to provide radio coverage (24 hours-7 days a week) for emergencies and special events wherein it will necessitate a dedicated dispatcher assigned to the HBP radio frequency.
3. Weekday staffing average: 15 to 20 Park Rangers on-duty
Weekend staffing average: 25 to 30 Park Rangers on-duty
4. Provide dispatch service for major ordinance enforcement incidents and emergency activities. This will include Ranger incidents such as citation issuance, elevated enforcement activities, traffic accidents, medical aids, wildfires and emergency activities.
5. Utilize 800 MHz Radio System, 1 Silver-3 radio frequency
6. Provide radio recordings of designated Silver Channel for the County of Orange Harbors, Beaches & Parks upon request.
7. Dispatcher will have direct communication (Telephone and/or Radio) with all local agencies providing police, fire and emergency services to communicate outside agency requests for assistance.
8. Ability to identify Unit Identifier from 800 MHZ radio system in the event of an emergency activation.
9. Utilize a CAD system, programmed with the County of Orange HBP geographic and unit/user information.
10. The CAD system will track statistical data for each Ranger including time on shift and activity levels.
11. HBP Rangers will be able to contact West-Comm on established administration telephone lines. All business related telephone calls will be made on recorded lines and copies of all telephone calls are available upon request and pursuant to the Recording Request procedures.

- 12.** Log Rangers radioing on & off duty daily and track “Out of Service” activities i.e., lunch breaks, meetings & training.
- 13.** Handle dispatch for requests of outside agency assistance
 - a. Police & Sheriff
 - b. Paramedics/Fire Personnel
 - c. Animal Services
 - d. Dept. of Fish & Game
- 14.** Provide after hours call-outs for incidents and emergencies occurring within HBP facilities.
- 15.** Provide California Law Enforcement Telecommunications System (CLETS) records checks on subjects, vehicles and property via the radio in accordance with Release of CLETS Information as specified in the CLETS Policies, Practices and Procedures Manual.
- 16.** Maintain and submit the required CLETS Use Contractual Agreement as specified in the CLETS Policies, Practices and Procedures Manual.
- 17.** Track Citations & Warnings issued on existing CAD system.
- 18.** Issue ranger requested “Incident Report” numbers from CAD generated reporting.
- 19.** West-Comm dispatcher will check disposition of ranger when notified of an enforcement or emergency incident.
- 20.** Dispatcher must possess Peace Officer Standards & Training (POST) certification in Complaint Dispatcher Class and attend biannual update training in POST – Continuing Professional Training.