

Agreement D 06-085

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**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 was for a period of five (5) years commencing from January 1, 2007, and expiring on December 31, 2012 (“Initial Term”). The restated second Amendment extended the Agreement for an additional period of five (5) years commencing from January 1, 2013, and expiring on December 31, 2017. ~~The third Amendment extended the Agreement for an additional period of five (5) years from January 1, 2018 and expiring on December 31, 2022.~~ This Agreement shall be extended for an additional period of five (5) years commencing from January 1, ~~2018~~ 2023 and expiring on December 31, ~~2022~~ 2027 (“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 Exhibit “A”, Scope of Work, shall be services adhered to in this Agreement.~~ 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 \$12,475.
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 ~~OC Parks 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.

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**3. Dispatch Services.**

- (a) The Authority shall provide County with Ranger dispatch services as described in Exhibit "A" attached hereto (~~"Description of Dispatch Services Scope of Work"~~) 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) As of January 1, ~~2018~~2023, a flat fee in the amount of ~~\$115,000~~ 146,772 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 OC Parks radio frequency, County will be billed for, and agrees to pay, the personnel costs associated with this event at a rate of \$50.00 per hour ("Dedicated Dispatcher Costs"). Additionally, a flat fee of \$9,750 annually shall be charged for the maintenance costs of the Computer Aided Dispatch/Records Management System. 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 ~~Computer-Aided Dispatch (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 ~~California Law Enforcement Telecommunications System 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 by five percent (5%) on the contract anniversary date each year this Agreement is in effect. ~~The Authority shall notify the County by October 1<sup>st</sup> of each year this Agreement is in effect of the adjustment for the ensuing year.~~ The "Computer Aided Dispatch/Records Management System" fee outlined in (a), above shall not be

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subject to an automatic annual adjustment and shall remain fixed.

- (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 ~~has paid 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.
- (c) The cost associated with the 800 MHz radio upgrade shall be shared by the Parties. The County ~~shall~~ provided a one-time payment of \$36,250 or 5% of the total cost of \$725,000 for the 800 MHz radio upgrade, with the Authority paying for the remainder.
- (d) The cost associated with the ~~Computer Aided Design (CAD)~~ system upgrade ~~was shall be~~ shared by the Parties. The County ~~shall~~ provided a one-time payment of \$73,755 or 5% the total cost of \$1,475,100 for the CAD upgrade, with the Authority paying for the remainder.
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.

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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

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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~~  
                                      ~~Operations Support Group Manager~~  
                                      ~~Orange County Parks~~  
                                      ~~County of Orange~~  
                                      ~~P.O. Box 4048~~  
                                      ~~Santa Ana, CA 92702-4048~~  
                                      13042 Old Myford Road  
                                      Irvine, CA 92602

**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

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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.

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**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

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**EXHIBIT "A"**

**SCOPE OF WORK**

1. Provide radio monitoring & dispatch for park rangers from ~~6:00~~ 5:00 am to 12:00 midnight, (seven (7)) days a week, 365 days a year.
2. Ability to provide radio coverage (24 hours ~~per day, seven~~ -(7) days a week) for emergencies and special events wherein it will necessitate a dedicated dispatcher assigned to the ~~HBP OC Parks~~ radio ~~frequency~~ frequencies.
3. ~~Typical W~~weekday (Tues--Thurs) staffing average: 15 to ~~20~~ 25 Park Rangers on-duty  
~~Typical W~~weekend (Fri--Mon) staffing average: 25 to ~~30~~ 35 Park Rangers on-duty
4. Provide dispatch service for ~~major~~ ordinance enforcement incidents and emergency activities. This ~~will~~ includes, but is not limited to, ~~Ranger incidents such as~~ citation issuance, elevated enforcement activities, traffic accidents, medical aids, wildfires and ~~other natural disasters and~~ emergency activities.
5. Utilize 800 MHz Radio System, ~~1-Silver-3~~ 1-SILVER-1, 1-SILVER-2 and 1-SILVER-3 radio frequencies.
6. Provide ~~radio~~ recordings of ~~designated Silver Channel for the County of Orange Harbors, Beaches &~~ radio traffic of any of the designated SILVER channels for OC Parks upon request.
7. Dispatcher will have direct communication (Telephone and/or Radio) with all local agencies providing ~~police law enforcement~~, fire, and emergency services to ~~OC Parks-~~ owned, operated and/or leased properties and be able to summon the appropriate or requested ~~communicate outside~~ agency ~~requests~~ for assistance.
8. Ability to identify ~~Individual Unique Unit~~ Identifier Number (IUID) from 800 MHz~~z~~ radio system in the event of an emergency activation.
9. Utilize a Computer ~~Assisted~~ded Dispatching (CAD) system, programmed with the ~~County of Orange HBP~~OC Parks geographic and unit/user information.
10. The CAD system ~~will~~ shall be able to track statistical data for each Ranger including ~~geographic location~~, time on shift and activity levels.
11. ~~HBP~~ Rangers ~~will~~ shall be able to contact West-Comm on established administration telephone lines. All business- related telephone calls ~~will~~ shall be made on recorded lines and, ~~upon request~~, copies of all telephone calls ~~are~~ shall be made available ~~upon request~~



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~~and~~ to OC Parks pursuant to the Recording Request procedures.

12. Ability to offer mobile application-based CAD accessible software or comparable product that can be used on existing County-owned Apple devices (iPhone and/or iPad). This shall include the ability to track statistical data for each authorized user, including time on/off shift, calls for service and activity levels. ~~Log Rangers radioing on & off duty daily and track "Out of Service" activities i.e., lunch breaks, meetings & training~~
13. ~~Handle~~ West-Comm shall process dispatch for requests of outside agency assistance, such as:
  - a. Police & Sheriff
  - b. Paramedics/Fire pPersonnel
  - c. Animal Control sServices
  - d. ~~Dept.~~California Department of Fish & ~~Game~~Wildlife
14. Provide after-hours call-outs for incidents and emergencies occurring within ~~HBP~~ OC Parks facilities.
15. Provide California Law Enforcement Telecommunications System (CLETS) records checks on subjects, vehicles and property via the radio or mobile application-based software 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 by Rangers in ~~on-existing~~ the CAD system.
18. Issue ~~r~~Ranger-requested "Incident Report" numbers and time of call data from CAD generated reporting.
19. West-Comm dispatchers ~~will~~ shall provide a safety check on the disposition of ~~ranger~~ Ranger(s) and/or other OC Parks staff 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.