

**RIVERSIDE POLICE DEPARTMENT
DISPATCH SERVICES AGREEMENT
No. _____**

This Service Agreement (“Agreement”) is entered into by and between the **CITY OF RIVERSIDE, BY AND THROUGH ITS POLICE DEPARTMENT**, serving in its law enforcement and dispatch services capacity (hereinafter “**RPD**”) and the **RIVERSIDE COMMUNITY COLLEGE DISTRICT** (hereafter “**RCCD**”). RPD and RCCD shall be referred to herein singularly as “Party” or collectively as the “Parties.”

WHEREAS, RCCD operates a District/College Police Department (“Department”) in accordance with the provisions of California Education Code sections 72330 et seq.; and

WHEREAS, in the operation of the Department, RCCD has need of communication services including but not limited to dispatch services; and

WHEREAS, RPD has the ability to provide the communication services to RCCD as described and during the Term identified below (“Services”); and

WHEREAS, RPD is willing to provide Services to RCCD under a duly authorized agreement between the Parties (“Agreement”); and

WHEREAS, the Parties desire to enter into this Agreement for the provision of Services;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

I. TERM AND TERMINATION

- A. The term (“Term”) of this Agreement shall commence on **July 1, 2019**, without interruption of Services, and shall remain valid for three (3) consecutive service years of one (1) year each, totaling three (3) service years and ending **June 30, 2022**.
- B. Except as otherwise specifically noted herein, either Party may terminate this Agreement upon provision of one-hundred eighty (180) days written notice to the other Party to allow for a transition to another dispatch service provider in a way that will not impair public safety. The parties agree that in the event of such termination, the Parties will work together to ensure, to the extent reasonably possible, that the transition of Services provided under this Agreement away from RPD will not cause or create any detrimental impact to either public safety or RCCD’s financial status.

II. SCOPE OF WORK

RPD agrees to provide the following services to RCCD, 24 hours a day, seven days a week, for every day of the year including Federal and State holidays (“Services”):

- A. Routine Police Dispatch Services consisting of accepting incoming 9-1-1 and 10 digit

telephone calls, and two way radio communication between field units and RPD dispatch via the Public Safety Enterprise Communication (PSEC) radio system talkgroups for tracking agency personnel, incidents, and activities.

- B. California Law Enforcement Telecommunications System (CLETS) inquiry functions as allowed and approved by the California Department of Justice.
- C. Monitoring, where possible, any emergency campus “blue phones” that are properly routed to RPD. Related routing, testing, functionality, and related financial costs of these devices shall be the sole responsibility of RCCD. For clarification, RPD shall not be responsible for the routing, testing, functionality, and/or related financial costs of RCCD blue phones. Proper routing of the blue phones to a Public Safety Answering Point (PSAP) will be determined and assured solely by RCCD.
- D. Dispatch support for special events, only upon a specific request by RCCD and based on predetermined special events procedures. RCCD may incur additional fees for such special events.

III. NOTICES

- A. Any notice which is required or desired to be served by either Party upon the other shall be addressed to the respective Parties as set forth below:

RPD

Riverside Police Department
Attention: Chief of Police
4102 Orange Street
Riverside, CA 92501
(951) 826-5700

Riverside Police Department
Attention: Deputy Chief Larry Gonzalez
4102 Orange Street
Riverside, CA 92501
(951) 826-5571

RCCD

Riverside Community College District
Attention: Chief of Police
3801 Market Street
Riverside, CA 92501
(951) 222-8586

Riverside Community College District
Attention: Risk Management Department
3810 Market Street
Riverside, CA 92501
(951) 222-8128

IV. RCCD RESPONSIBILITIES

RCCD agrees and shall be responsible for the following, including acquisition of any additional equipment, to permit provision of Services by RPD under this Agreement:

- A. All annual maintenance and/or repair costs related to records management (RMIS) under RPD’s service contract with the approved supplier, payable to RPD.
- B. Continued training of RCCD personnel on Radio procedures and CLETS requirements.
- C. Purchase, maintenance, and/or repair of all third party equipment and/or software

necessary for provision of Services including but not limited to computers, mobile computers, printers, radio equipment, etc.

- D. Assignment of a CLETS Automated Terminal Coordinator (ATC) to oversee CLETS required Policies, Practices, and Procedures (PPPs) as set forth by the California Department of Justice (DOJ).
- E. Establishment of a nexTEST account with DOJ and adherence to all CLETS training requirements and CLETS/DOJ and FBI guidelines.

NOTE: Any violation or misuse of CLETS could result in termination of CLETS via RPD. All training and usage shall be subject to examination and audit by RPD.

- F. Acquisition and/or maintenance of all mandatory equipment to meet technological needs and to permit provision of Services including but not limited to the following:
 - i. Mobile Data Computers (MDC)
 - ii. Modems and/or a connection for MDCs
 - iii. PC workstations on each RCCD campus to conduct routine daily business
 - iv. Dymo Label Writer 440 and Dymo Labels #30256 (Property Bar Coding), as recommended by CAD/RMS vendor
 - v. Equipment must meet or exceed minimum specifications/standards as set forth by suppliers and RPD
 - vi. Purchase and installation of equipment or retrofitting of vehicles for MDCs is the exclusive responsibility of RCCD
 - vii. Installation and configuration of 9-1-1 lines/trunks including modification needed to RPD's 9-1-1 system via AT&T to accept those lines/trunks
 - viii. Installation and configuration of 10-digit business line to receive RCCD non-emergency calls including modification needed to RPD's 9-1-1 system via AT&T to accept those lines/trunks

V. PROVISION OF SUPERVISION, LABOR, AND EQUIPMENT

- A. Supervision and Security. Supervision of Services, the standards of performance, and other matters incident to the performance of Services, shall remain with RPD. Established security practices of the host dispatch system shall remain with RPD. RCCD agrees to comply with reasonable requests of RPD relating to maintenance of the security of the host dispatch system.
- B. Labor and Equipment. For the purpose of performing Services, RPD shall employ and supply personnel, labor, supervision, and Communications Center-required equipment (excluding Mandatory Equipment needs listed above) necessary to maintain the level of communications services to be rendered through the RPD Police department. Equipment which is to be used by employees of RCCD on any RCCD campus or in RCCD vehicles will always be the responsibility of the RCCD.

- C. Discipline. RPD will be responsible and hold accountable its personnel during all matters of discipline and/or training. RCCD will be responsible and hold accountable their personnel during all matters of discipline and/or training. Each Party agrees to work with the other Party to identify and resolve issues related to any respective staff member.

VI. COSTS

- A. Invoicing and Payment. RCCD shall pay RPD **Three Hundred Two Thousand Nine Hundred Sixty-Four Dollars Ninety-Nine Cents (\$302,964.99)** for the first service year (i.e., July 1, 2019 through June 30, 2020) for the cost of rendering Services hereunder. RPD shall invoice RCCD on a quarterly basis. Payment is due within thirty (30) days upon receipt of invoice. Failure of RCCD to pay RPD in a timely fashion and/or frequent payment delays during the Term could result in the termination of this Agreement (also see TERM AND TERMINATION).
- B. Establishment of Costs. For the second and third service years, RPD shall calculate all costs incurred in the provision of Services and, in turn, invoice and collect payment for said costs. The cost calculation method used to identify both direct and indirect costs incurred by RPD for the provision of Services to RCCD under this Agreement is described herein and shall remain valid during the Term unless otherwise revised in a duly authorized amendment.
- i. Full Cost Recovery. The cost calculation method used to establish fees for Services provided hereunder identifies all expenses, both direct and indirect, required for RPD to successfully provide the Services and shares those costs among all active RPD dispatch service agreements, using an objective allocation method, during each Service Year. In no event shall the City of Riverside, acting through RPD, subsidize any portion of Services provided under this or any other RPD Agreement for Services; however, the Total Payment Due may vary.
 - ii. Service Year 1. Total Actual Fees payable to RPD for Service Year 1 have been calculated and the Total Payment Due has been adjusted as indicated above.
 - iii. Service Years 2-3. Estimated fees due for Service Years 2-3, listed in **Exhibit A**, have been provided as a guide for RCCD budgetary planning purposes only. Total Actual Fees for each Service Year 2-3 under this Agreement will be calculated annually by RPD and will be based on actual costs incurred in the previous calendar year using the applicable cost calculation methodology, and, hence, will vary from the estimated fees provided in **Exhibit A**. The Total Payment Due for Service Year 2 will be adjusted as indicated. Fee increases in service years 2-3 will be limited to a maximum increase of 3% annually from the previous year's total amount.
 - iv. Annual Fee Notice. Fee change notifications related to Services will be

presented once annually, at least sixty (60) days prior to the commencement of each Service year, as an amendment to this Agreement. The fees contained in the annual amendment shall apply to all invoices for Services provided by RPD during the subsequent Service Year (e.g. quarterly invoices for fiscal year 2019/20 will be issued in Oct. 2019, Jan. 2020, April 2020, and July 2020). Failure of RCCD to return a duly signed amendment prior to the commencement of any Service Year will not serve to either terminate this Agreement or prevent any required change in fees contained in the respective amendment.

- C. Additional Costs/Fees. Services requested and/or provided by RPD for pre-determined and mutually agreed upon special events, according to the special events procedures, requiring additional staffing levels which could result in overtime costs will be reviewed and invoiced quarterly. The costs of the event will be agreed to in advance by the parties. These events could include anything outside of the day-to-day operation such as, but not limited to, Sweeps, Protest, Concerts, Campus Sports events, etc. These fees would be invoiced at the applicable dispatcher overtime rate and compiled quarterly unless otherwise specified and agreed to in a duly authorized amendment or separate agreement.
- D. Service Period. This Agreement contains three (3) service periods consisting of one (1) year each. For the purposes of this Agreement, the billable year shall begin each July 1 and end each June 30.

VII. SYSTEM SECURITY AND ACCESS, RADIO TRANSMISSIONS

- A. Confidentiality. RCCD shall ensure that its personnel utilize the same frequencies/talkgroups as assigned during routine operations or mutual aid assistance under this Agreement. Both Parties shall ensure that information heard over the air and/or obtained within any systems pertaining to Services shall be treated as Law Enforcement sensitive with strict confidentiality adhered to by personnel. No release of information shall be given by either Party without expressed consent obtained from the other Party to share records and/or information. Access by RCCD personnel to the Records Information and Management System (RIMS) may provide viewing access to confidential records and reports which do not belong to RCCD and, hence, shall not be shared. RCCD shall collect and retain a signed **Notice of Confidentiality of Department Information for Law Enforcement and Non-Law Enforcement Contractors** form (see **EXHIBIT B, totaling two (2) pages**) from each RCCD Police Department staff member. RCCD agrees to retain all signed and collected forms in the employee's file for audit purposes and/or a request for copy by RPD. A copy of any form noted herein may be requested by RPD for each RCCD employee requesting security within the system(s). **EXHIBIT C, Radio Communication Access Terms for Law Enforcement Contractors (totaling one (1) page)**, is RCCD's agreement to adhere to the items indicated by checkmark.
- B. System Database Access. RIMS software may provide direct connection, with proper

security, to the California Department of Justice, thus access to various databases such as Federal Bureau of Investigations (FBI), National Crime Information Center (NCIC), National Law Enforcement Telecommunications System (NLETS), Department of Motor Vehicles (DMV), California Law Enforcement Telecommunication System (CLETS), Super Name Search Network (SNS), etc. RCCD is responsible for adherence to all CLETS PPPs.

- i. RCCD shall assign an ATC to oversee PPPs, retain logs and records, conduct audits, training, etc.
 - ii. RCCD shall complete and sign a **Cal-DOJ Release of Information from the California Law Enforcement Telecommunication System (CLETS) Form** (see **EXHIBIT D totaling one page**) form and forward to RPD.
 - iii. RCCD shall collect and retain a signed **Cal-DOJ CLETS Employee/Volunteer Statement** (see **EXHIBIT E totaling one (1) page**) in the personnel file of every member of the RCCD Police Department, which shall be subject to audit by RPD.
- C. Whereas RCCD has non-Law Enforcement personnel accessing the systems and/or the radio, RCCD agrees to admonish all volunteers and obtain and retain all signed confidentiality forms noted herein.
- D. Non-Law Enforcement personnel assigned to any RCCD campus for specific functions shall be made aware of prohibited Law Enforcement duties as well as expectations. RCCD shall obtain and retain a signed **Non-Law Enforcement Radio Operators Prohibited Duties and Expectations** form (see **EXHIBIT F, totaling one (1) page**) for each operator.

VIII. GENERAL PROVISIONS

- A. Indemnification. RPD shall defend, indemnify and hold RCCD, including its officers, agents, employees, and volunteers, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RPD, including its officers, agents, employees, or volunteers.
- B. RCCD shall defend, indemnify and hold RPD, including its officers, agents, employees, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RCCD, including its officers, agents, employees, or volunteers.

- C. Dispute Resolution. The Parties agree that in the event of a dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties. In the event that legal action is pursued, the prevailing Party shall be entitled to recovery from the losing Party the prevailing Party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as permitted by law.
- D. Amendments. No addition, modification, or deletion of any term contained in this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by both Parties.
- E. Assignment. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- F. No Employment or Agency Relationship Created. The Parties hereto acknowledge that Services provided hereunder are provided solely under contract and that nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the Parties, hence, neither party shall have the authority to bind the other Party for any purpose.
- G. Severability. **RCCD** and **RPD** agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either Party having knowledge of such term or provision shall promptly inform the other of its presumed non-applicability of such provision. Should the illegal or unenforceable provision be a material or essential term of the Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both Parties, to the maximum extent reasonable.
- H. Standard of Care. In the performance of Services under this Agreement, RPD and RCCD agree to use that degree of care and skill ordinarily exercised under similar circumstances and/or as required by this Agreement.
- I. Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California. In the event that any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.
- J. Entire Agreement. This Agreement is intended by the Parties hereto to serve as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the governing terms and conditions and supersedes

any and all prior and contemporaneous agreements and understandings, oral or written, in connection herewith.

IN WITNESS WHEREOF, the **RCCD**, by minute order or resolution, duly adopted by its governing Board, if required, has caused this Agreement to be signed by its Chancellor, or designee, and attested and sealed by a qualified representative, and **RPD**, by order of its City Council, has caused this Agreement to be subscribed by its City Council, and sealed and attested by a qualified representative, on all the dates indicated below.

IN WITNESS WHEREOF, this document has been executed by the parties hereto, upon the dates written below.	
City of Riverside	Riverside Community College District
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS: 3900 Main Street Riverside CA 92522-0002	ADDRESS:

EXHIBIT A - Cost Calculation Methodology

EXHIBIT B - Notice of Confidentiality of Department Information for Law Enforcement and Non-Law Enforcement Contractors)

EXHIBIT C - Radio Communication Access Terms for Law Enforcement Contractors

EXHIBIT D - Cal-DOJ Release of Information from the California Law Enforcement Telecommunication System (CLETS) Form

EXHIBIT E - Cal-DOJ CLETS Employee/Volunteer Statement

EXHIBIT F - Non-Law Enforcement Radio Operators Prohibited Duties and Expectations