

Agreement for Transfer of 9-1-1 Calls

**AGREEMENT FOR TRANSFER OF 911 CALLS
BETWEEN ALAMEDA COUNTY SHERIFF'S OFFICE AND SAN LEANDRO POLICE DEPARTMENT**

- This Agreement (hereinafter "Agreement") is made and entered into by and between the Alameda County Sheriff's Office (collectively hereinafter "Sheriff's Office"), and the San Leandro Police Department, (collectively hereinafter "SLPD"). Sheriff's Office and SLPD may be referred to herein as the Parties and sometimes individually as a Party. This Agreement dated this 20th day of February 2023 is for the purpose of establishing an understanding relating to answering and reporting of 9-1-1 calls as well as all non-emergency calls established within the San Leandro jurisdiction to the Alameda County Sheriff's Office Emergency Dispatch Center.

RECITALS

- WHEREAS, SLPD desires to contract all 9-1-1 and non-emergency calls from SLPD to the Sheriff's Office between the hours of 11:00 P.M. to 7:00 A.M., seven (7) days per week;
- WHEREAS, the Sheriff's Office agrees to accept all 9-1-1 and non-emergency calls from SLPD.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND
CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **SLPD'S REPOSIBILITIES.** SLPD shall be responsible for the following:
 - (A). (1) All 9-1-1 calls will be directly routed to the Sheriff's Office Emergency Services Dispatch Center between the hours of 11:00 P.M. to 7:00 A.M., seven (7) days per week.
 - (2) All non-emergency calls will be routed from SLPD to the Sheriff's Office Emergency Services Dispatch Center.
2. **SHERIFF'S OFFICE RESPONSIBILITIES.** The Sheriff's Office shall be responsible for the following:
 - (A). The Sheriff's Office shall provide 9-1-1 and non-emergency call services, pursuant to sections 1(A)(1) and 1(A)(2) above.
3. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with Paragraph 16 of this Agreement.
4. **OWNERSHIP OF WORK DOCUMENTATION.** The Sheriff's Office shall have a right to make and keep copies of any documentation relating to 9-1-1 and non-emergency calls for SLPD. However, the Sheriff's Office shall not reveal any documentation relating to SLPD calls for service or make it available to any third party without the prior written

Agreement for Transfer of 9-1-1 Calls

consent of SLPD or unless required by law pursuant to a subpoena, the California Public Records Act, or a court order.

5. **NO RELATIONSHIP.** No relationship of employer and employee is created by this Agreement between the Sheriff's Office and the SLPD, it being understood that SLPD and Sheriff's Office are acting hereunder as independent agencies. This Agreement is not intended to and shall not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association.
6. **NONDISCRIMINATION.** The Parties shall not discriminate against any person related to the performance under this Agreement (including any employee or volunteer) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.
7. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements, including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.
8. **INSURANCE.**
 - A. Without in any way limiting the Parties' liability under any other section of this Agreement, both Parties will maintain in force during the full term of the Agreement, insurance in the following amounts and coverage.
 - B. Workers' Compensation Employers' liability limits 'of not less than \$1,000,000 each accident and aggregate.
 - C. Commercial Automobile Liability (Owned & Non-Owned) policies shall be endorsed to provide the following: Name as additional insured, the other Party. Commercial Automobile Insurance (Owned and Non-Owned) liability limits of not less than \$1,000,000 are required.
 - D. General Liability Insurance with coverage of not less than \$1,000,000 per occurrence. Said insurance shall name the other Party as an additional insured and the other Party shall be provided with a certificate of insurance and policy endorsement that indicates such.
 - E. The Parties may satisfy these insurance requirements through participation in a joint powers' insurance pool or other similar arrangement as allowed under the California Government Code.
9. **INDEMNIFICATION.** The Sheriff's Office shall indemnify, hold harmless, and defend SLPD, including its elected officials, officers, agents and employees, and volunteers from and against any and all claims, including, but not limited to, all litigation, demands, damages, liabilities, costs, and expenses, including court costs and attorney's fees, resulting or arising from the Sheriff's Office performance or failure to perform under this Agreement with the exception of claims, damages or injuries arising from the sole active negligence of SLPD.

Agreement for Transfer of 9-1-1 Calls

SLPD shall indemnify, hold harmless, and defend the Sheriff's Office, including its elected officials, officers, and agents and employees from and against any and all claims, including, but not limited to, all litigation, demands, damages, liabilities, costs and expenses, including court costs and attorney's fees, resulting or arising from SLPD's performance or failure to perform under this Agreement, with the exception of claims, damages or injuries arising from the sole active negligence of the Sheriff's Office.

- 10. TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the Parties below and shall continue from February 20, 2023, to August 31, 2023 (6 months), with two (2) 6-month extensions upon mutual agreement of both parties.
- 11. TERMINATION.** This Agreement may be terminated by either Party without cause upon fifteen (15) days written notice to the other Party. A termination, however, shall not affect any monies owed to Sheriff's Office for the services performed under this Agreement by SLPD's request. Upon SLPD's submission of a termination notice, SLPD shall pay Sheriff's Office all costs for services performed up until the time of termination of this Agreement.
- 12. SLPD PAY OBLIGATIONS.** SLPD agrees to pay the Sheriff's Office the actual costs for providing services up to an amount not to exceed \$500,000 for each term, which will be invoiced monthly to provide dispatching services.
- 13. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective Party as set forth in this section.

TO: San Leandro Police Department
Attn: Abdul D. Pridgen
Chief of Police
901 E 14th Street
San Leandro, CA 94577

TO: Alameda County Sheriff's Office
Attn: Capt. Brian Barker
Emergency Dispatch Services
2000 – 150th Avenue
San Leandro, CA 94578

- 14. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 15. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 16. GOVERNING LAW, JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance

Agreement for Transfer of 9-1-1 Calls

with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

- 17. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof, shall not be assigned or transferred, nor shall any of the Sheriff's Office duties be delegated, without the written consent of SLPD. Any attempt to assign or delegate this Agreement without the written consent of SLPD shall be void and of no force or effect. A consent by SLPD to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 18. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.
- 19. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 20. ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral.
- 21. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter and to execute this Agreement on behalf of the respective legal entities of the Sheriff's Office and SLPD. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

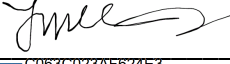
Agreement for Transfer of 9-1-1 Calls

IN WITNESS WHEREOF, the Alameda County Sheriff’s Office and San Leandro Police Department hereby agree to the full performance of the terms set forth herein.

ALAMEDA COUNTY SHERIFF’S OFFICE


SAN LEANDRO POLICE DEPARTMENT

By: Yesenia Sanchez
Title: Sheriff-Coroner
Date: _____

DocuSigned by:


C063C023AF624E3...
By: Fran Robustelli
Title: City Manager
Date: February 21, 2023 | 8:48:35 PM PST


APPROVED AS TO FORM:
Donna Ziegler,
County Counsel

DocuSigned by:


827E83CD06AB48C...
By: Abdul D. Pridgen
Title: Chief of Police
Date: February 15, 2023 | 9:13:12 PM PST

DocuSigned by:


C73D522674C0404...
Clay J. Christianson
Deputy County Counsel

APPROVED AS TO FORM:
DocuSigned by:


7B41538F6D5F470...
By: Richard Pio Roda
Title: City Attorney
February 15, 2023 | 9:05:...