

FIRST AMENDMENT AND RESTATEMENT
OF DISPATCH SERVICE AGREEMENT
BETWEEN THE CITY OF MURRIETA AND
THE CITY OF MENIFEE ~~DATED JULY 1,~~
2019

This First Amendment and Restatement of Dispatch Service Agreement (hereinafter "**Agreement**") is made and entered into by and between the CITY OF MURRIETA, a municipal corporation (hereinafter "**Murrieta**"), and the CITY OF MENIFEE, a municipal corporation (hereinafter "**Menifee**"). Murrieta and Menifee may be individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

A. On July 1, 2019, Murrieta entered a "Dispatch Services Agreement" ("Original Agreement") into an agreement with Menifee to provide dispatching services for the Menifee Police Department.

B. Pursuant to Section 6 of the Original Agreement, the parties have met and conferred regarding proposed modifications and changes to the Original Agreement.

C. This ~~First Amendment and Restatement of the Agreement~~ amends and restates the Original ~~is intended to incorporate the modifications and changes agreed to by both parties and to restate the Agreement in full with those amendments included in a single document.~~

A.D. Menifee has formed a police department to enhance the public health, safety, and welfare of its residents.

B.E. Murrieta has recently updated its facilities and technology related to dispatch services for its public safety services, including its police department.

C.F. Menifee desires to have Murrieta provide dispatching services for Menifee's police department, and Murrieta is willing to perform such services to increase efficiencies and provide better services to the respective police departments and communities.

D.G. Due to the increased call volumes resulting from providing dispatch services for Menifee, twelve (12) dispatcher positions will be added to the Murrieta dispatch center in the first year of implementation. Staffing level for subsequent years will be agreed upon by Murrieta and Menifee Chiefs of Police. Menifee acknowledges that Murrieta is hiring the new dispatchers specifically to account for the increase in call volume that will occur with providing the dispatch services called for by this Agreement and that Murrieta would not otherwise be hiring such dispatchers.

E.H. Similarly, Murrieta providing dispatch services to Menifee will require hardware and software upgrades of the existing Central Square CAD and RMS system, including licensed ancillary modules, to the {Client Files/45404/K/S0567299.DOCX}

multi-agency versions of the software. Menifee shall pay for such upgrades and all implementation costs related to the software system upgrade, including hardware, to enable the software for Murrieta staff to provide police dispatching services to both Parties.

F.I. Murrieta providing dispatch services for Menifee will enhance deployment and communication during critical incidents for both cities, and updated compatible technology will improve the interoperability of the adjacent cities.

G.J. A single dispatch center will also result in cost savings and increased efficiencies for both cities.

H.K. The expansion of Murrieta's dispatch capabilities to accommodate Menifee's dispatch needs will cause Murrieta to incur substantial start-up and ongoing costs on Menifee's behalf, including dispatcher

recruitment costs; supervisory, administrative, and technical support ~~recruitment costs; and as well as~~ technology hardware and software costs.

~~I.L.~~ The Parties agree and acknowledge that this Agreement is guided by the following three core principles: (i) Dispatch services can be provided more effectively and efficiently to both Menifee and Murrieta through the operation of a single dispatch center serving both communities; (ii) the type and quality of services to be received by Menifee under this Agreement shall be equivalent to those provided to Murrieta, and (iii) the compensation provisions in this Agreement are based on a total cost recovery model, with the intent that Menifee pay to Murrieta the full cost (nothing more and nothing less) of the services that it provides to Menifee hereunder, *i.e.*, Menifee shall reimburse Murrieta for Menifee's pro-rata share ~~of staffing as described in Exhibit B of this agreement and operating a dispatch center serving both cities.~~

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

1. **RECITALS.** The foregoing recitals are true and correct and accurately reflect the intent and understanding of the Parties.
2. **DEFINITIONS.** The following defined terms shall have the following meanings:
 - a. **"Annual Technology Maintenance Costs"** means the cost paid by Murrieta on a yearly basis to license, operate, maintain, and upgrade the computer software used to provide dispatching services; the cost paid by Murrieta for radio, voice, and data communications lines, circuits, and equipment between the two agencies; and the cost paid by Murrieta for mapping and GIS services. The Annual Technology Maintenance Costs shall be adjusted on an annual basis to reflect the actual costs incurred by Murrieta for those services.
 - b. **"CAD"** means computer-aided dispatch.
 - c. **"Call For Service"** means all incoming phone calls, all onview events in CAD that generate an incident number, and all onview events in CAD that do not generate an incident number. Call For Service includes received calls, dispatched calls, and officer-initiated calls.
 - d. **"Data Conversion Costs"** means the costs incurred by Murrieta in converting data or information into a format and onto devices suitable for transfer to Menifee, which conversion and transfer shall occur upon the expiration or earlier termination of this Agreement. All costs for data conversion associated with Menifee's data shall be Menifee's responsibility.
 - e. **"Dispatch Services"** means the services described in Exhibit A, which Murrieta shall provide to Menifee in accordance with the terms and conditions contained in this Agreement. Such services are intended to result in Murrieta's provision of services to Menifee that are equivalent in type and quality to the services that Murrieta currently provides to its public safety departments.

- f. **"Costs for Service"** means the ongoing cost of providing Dispatch Services to Menifee, as calculated pursuant to **Exhibit 8B**.
- g. **"Effective Date"** means July 1, 2019.
- h. **"Extra Work"** means work in addition to the Dispatch Services that the Parties determine to be necessary for the proper execution of the Dispatch Services, and which Menifee has requested in writing that Murrieta perform.
- h. _____
- i. **"Force Majeure"** means the following acts of God: strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind by the government of the United States or of the State of California or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Party obliged to perform under this Agreement.
- J-j. **"Go Live Date"** means July 1, 2020.
- k. **"Menifee Calls For Service"** means the Calls For Service that originate within the jurisdictional limits of Menifee or a mutual aid call to which Menifee responds.
- l. **"RMS"** means records management system.
- m. **"Start-Up Costs"** means the costs incurred after the Effective Date in connection with the expansion of Murrieta's dispatch capabilities in order to provide Dispatch Services to Menifee. Start-Up Costs include, but are not limited to, costs related to the recruitment, hiring, and training of necessary dispatch and related personnel; infrastructure improvements to the existing Murrieta dispatch center; acquisition of equipment and software; and costs for services provided by existing Murrieta personnel to implement and facilitate this Agreement. Startup Costs will also include costs for dispatch-related equipment to be used by Menifee including, but not limited to, mobile data browsers/mobile data communicators and all related licenses and appurtenances. Without limiting the foregoing, Start Up Costs shall include the full cost of Murrieta's purchase and implementation (including hardware) of an upgrade to the existing Central Square CAD and RMS, including licensed ancillary modules, to the multi-agency versions of the software, as necessary to enable the software and Murrieta staff to provide police dispatching services to both Parties. A forecast of anticipated Start-Up Costs is provided in **Exhibit C**.

- n. **"Start-Up Period"** means the period from the Effective Date to the Go Live Date.
- o. **"Start-Up Services"** means Murrieta's implementation of such infrastructure and technology upgrades and improvements, equipment purchases, employee recruitments and

hirings, other personnel decisions, and training of Murrieta and Menifee personnel as necessary to provide the Dispatch Services to Menifee by the Go Live Date.

- p. **"Technology Costs"** means the amount Menifee pays to Murrieta for the technology used to run the software and hardware used to provide dispatching services, including both (i) contributions to capital costs for the dispatch software, technology, and systems already in place, and (ii) the Annual Technology Maintenance Costs. The Technology Costs are based on Menifee's proportionate use of the dispatch center and is subject to annual adjustment by Murrieta. A description of the method for calculating Menifee's share of the Technology Costs is provided in **Exhibit B**.
3. **TERM**. This Agreement shall commence on the Effective Date and shall expire ten (10) years from the Go Live Date, which the Parties intend to be July 1, 2030 (the "Termination Date"), unless it is terminated earlier in accordance with Section 8, below.
4. **SERVICES**. Murrieta shall provide the following services to Menifee.
- a. **Start Up Services**. During the Start-Up Period Murrieta shall provide the Start-Up Services to or for the benefit of Menifee. Such services include the hiring of additional dispatch staff. New hires will be employees of Murrieta and subject to Murrieta's rules and regulations, which include training and probationary periods.
- a-1. [The Parties agree that on or prior to May 1, 2023, the Start Up Services were fully performed and this Paragraph 4\(a\) has no further force or effect.](#)
- b. **Dispatch Services**. From the Go Live Date through the expiration or earlier termination of this Agreement, Murrieta shall provide the Dispatch Services to Menifee. Priority of Dispatch Services shall be allocated equally between the Parties and according to Murrieta's standard operating procedures and this Agreement.
- c. Notwithstanding the foregoing, the Parties acknowledge and understand that the scope of Dispatch Services that Murrieta can provide on the Go Live Date depends on a high level of cooperation between the Parties and may be influenced by whether Menifee timely provides complete and accurate information to Murrieta including, but not limited, GIS data. The Parties agree to work together in good faith to meet the Go Live Date; however, should the Dispatch Services not be fully ready for implementation on the Go Live Date despite the Parties' best efforts, said failure shall not be a default of this Agreement and Murrieta shall provide Dispatch Services to the extent possible in recognition of the public health and safety concerns associated with the provision of such services.
- e-1. [The Parties agree that as of May 1, 2023, the Go Live Date has passed, and as a result this Paragraph 4\(c\) has no further force or effect.](#)
- d. **Extra Work**. At any time during the term of this Agreement, Menifee may request that Murrieta perform Extra Work. Murrieta will not perform, nor be compensated for, Extra Work without written

authorization from Menifee.

5. **COMPENSATION**, Menifee shall provide the following compensation to Murrieta.

5. _____

6. _____

a. Start-Up Costs.

i. ~~1.~~ *Payment Obligation:* Menifee shall pay Murrieta for the Start-Up Costs in accordance with the invoicing procedure set forth in Section 5(d).

ii. ~~11.~~ *Estimated Amount:* The Parties currently estimate that the Start-Up Costs will be as set forth in **Exhibit C**. At such time as the total invoices for Start-Up Costs exceed eighty percent (80%) of the estimated Start-Up Costs as set forth in **Exhibit C**, the Parties shall meet and confer to revise the estimated Start-Up Costs as necessary. Notwithstanding, Menifee acknowledges that the amounts set forth in **Exhibit C** are estimates only and that it is responsible for all Start-Up Costs incurred by Murrieta.

iii. ~~The Parties agree that as of May 1, 2023, the Start-Up Costs have been fully paid, and as a result, this Paragraph 5(a) has no further force or effect.~~

b. Costs for Service:

i. ~~1.~~ *Payment Obligation:* Menifee shall pay Murrieta the Costs for Service in the amount and subject to the adjustments specified in **Exhibit B**. The Parties acknowledge that the Costs for Service include ongoing personnel costs (dispatchers and non-dispatcher support and supervisory personnel) and Technology Costs incurred by Murrieta as necessary to provide the Dispatch Service to Menifee. The Parties further acknowledge that some of the Costs for Service will commence and may be invoiced prior to the Go Live Date.

ii. ~~11.~~ *Estimated Amount:* The Parties currently estimate that annual Costs for Service will be as set forth in **Exhibit B**. At either Party's request, with at least fourteen (14) days prior notice, the Parties shall meet and confer to discuss any current or forecasted changes in the Costs for Service. Notwithstanding, Menifee acknowledges that the amounts set forth in **Exhibit B** are estimates only and that it is responsible for all Costs for Service incurred by Murrieta.

iii. ~~Fully Burdened Hourly Rate ("FBHR") Calculation:~~ The FBHR are rates that ~~City~~scities use to estimate full cost of employee's time. If a ~~City~~ were to use a simple hourly rate to charge for services associated with an employee, the reimbursement ~~will~~would not cover any of the other expenses associated with the services rendered. The FBHR calculation includes salary, benefits, and ~~other cost~~other costs reasonably attributable to the employee. ~~These cost elements that are included in the FBHR calculation are as follows:~~

- ~~Salary and Benefits;~~
- ~~Operating Cost applicable to the D~~dispatch ~~C~~center; and
- ~~Indirect overhead costs calculated through the Cost Allocation Plan ("CAP").~~

These combined amounts reflect the actual cost associated with an hour of each employee's time. The term "indirect overhead costs," as used herein, applies to costs ~~of this type~~

originating in the ~~central service departments.~~ ~~Central service departments are~~ those departments that provide support and services internally to operating departments that conduct the day-to-day operations necessary to serve the community. In order to determine the indirect overhead cost, Murrieta will engage an ~~expert-matter-subject-matter expert~~ consultant to prepare the CAP. An important factor in determining the FBHR is in the calculation of productive hours for personnel. For the purpose of this agreement, the productive hours ~~is-are~~ two thousand and eight hours (2,080). Murrieta is to engage a subject-matter ~~expert-consultant~~ ~~expertconsultant~~ to complete the FBHR by March of each year.

iv. Activity-Based Cost Allocation Methodology: An equitable methodology to allocate cost of dispatch services is based on the following criteria: All Inbound and Outbound phone calls to include 9-1-1 calls, ten-digit emergency line and non-emergency lines (inclusive of calls for Murrieta Police Department, Murrieta Fire Department, and Menifee Police Department). Additionally, all CAD entries, including self-initiated, dispatched, and not dispatched calls for service, and report numbers assigned will be includedeonsidered. on the number of calls for services received by the dispatch center. Calls for service includes received calls, dispatched calls, and officer initiated calls. This methodology allows for an equitable share of cost based on actual activity being performed by the dispatch center. ~~The percentage allocation will be based on the location of originating calls.~~ The number of calls and ~~its~~ location information ~~isare~~ recorded and available in the CAD system. The percentage allocation will be based on a calendar year basis from January 1st through December 31st and such report will ~~be~~ completed by March of each year ~~prior to the beginning of the upcoming fiscal year.~~

- c. Extra Work: Menifee will compensate Murrieta for Extra Work at rates or charges agreed to in writing by the Parties.
- d. Invoicing Procedure: Murrieta shall submit invoices to Menifee on a quarterly basis ~~(January 15, April 15, July 15, and October 15)~~. The invoices shall be based on actual costs incurred by Murrieta to ensure full cost recovery. The invoices shall identify whether the charges included are for Start-Up Costs or Costs for Service and shall include sufficient back-up documentation to demonstrate that the costs are appropriately categorized as either Start-Up Costs or Costs for Service. Menifee shall pay the quarterly invoices within thirty (30) calendar days of receipt of the invoice. After thirty (30) calendar days, payment shall be considered late and a default subject to termination for cause under Section 8 of this Agreement.

7.6. ON-GOING COORDINATION. The Police Chief of the City of Murrieta and the Police Chief of the City of Menifee are the designated and authorized representatives of Murrieta and Menifee respectively for purposes of administration of this Agreement. The Police Chiefs, or their designees, shall meet quarterly or as needed to discuss issues pertaining to: (i) budget; (ii) operational issues, including changes to service delivery and appropriate staffing level; (iii) technical issues related to information technology and system components; and (iv) dispatch operational issues related to field unit reporting

and system status management.

~~8.7.~~ **ADDITIONAL USER(S) OF THE DISPATCH CENTER.** The Parties acknowledge and agree that Murrieta may provide dispatch services to other agencies, including currently providing dispatch services for the Murrieta Fire Department, without the consent of Menifee. If Murrieta provides dispatch services to another agency other than the Murrieta Fire Department, the Technology Fee and the Dispatch Services Costs shall be reduced by the decrease in percentage ~~based on~~ the Menifee Calls ~~For~~ ~~for~~ Service to the total Calls For Service dispatched by Murrieta. Murrieta will require any other agency that wants dispatch services to pay a "Buy-In Fee" and pay their proportionate share of fees and costs as reasonably determined by Murrieta. Without limiting the foregoing, the additional agency ~~be memorialized in shall participate in the Technology Costs on a going forward basis-an amendment of this agreement that adds the new agency as an additional party and describes the corresponding modifications to the Parties respective of rights and obligations.~~

~~9.8.~~ **TERMINATION.**

- a. Termination Without Cause. Neither Party may terminate this Agreement without cause prior to July 1, 2025. From and after January 1, 2024, either Party may elect to terminate this Agreement by providing written Notice of Intent to Terminate to the other Party. Any termination effectuated by this Section 8(a) shall take effect eighteen (18) months following delivery of the Notice of Intent to Terminate.
- b. Termination for Cause. The Parties agree that there is a public health and safety obligation to use every effort to ensure uninterrupted and continuous delivery of Dispatch Services to Menifee even in the event of a material breach, and even if Murrieta disagrees with the alleged determination of material breach. Consistent with the foregoing, this Agreement may not be terminated for cause unless and until the dispute resolution procedures set forth in Section 9 have been followed to completion.
- c. ~~Ownership of Data and Equipment on Termination.~~ Upon the expiration or termination (with or without cause) of this Agreement, all equipment then present in Menifee Police Department vehicles and/or on Menifee property shall become the property of Menifee, and all equipment then present in the Murrieta dispatch center and/or otherwise on Murrieta property shall remain the property of Murrieta. All data and information ("Records") relating to Menifee and/or dispatch operations for the benefit of Menifee shall be conveyed by Murrieta to Menifee in a format suitable for use by Menifee ~~subject to payment by.~~ Menifee ~~shall pay for~~ all Data Conversion Costs, and Murrieta shall otherwise cooperate with Menifee in its transition to a new dispatch service provider. Copies of any Records so transferred to Menifee may be destroyed by Murrieta and Murrieta has no duty, under this agreement, to retain such copies once transferred. Any Records not transferred to Menifee shall be maintained or destroyed in accordance with the adopted Murrieta retention schedule.
- d. c. _____
- e. d. Expenses on Termination. ~~If~~ Menifee elects to terminate this Agreement without cause pursuant to this Section 8(a), or Murrieta terminates this Agreement with cause pursuant to Section 8(b) in accordance with the procedures set forth in Section 9 below, *then* Menifee

shall pay the following amounts to Murrieta within thirty (30) days of receipt of an invoice from Murrieta for such costs: (i) any Start-Up Costs that have not yet been paid to Murrieta; (ii) all costs for services provided up to the date of termination; (iii) all costs for personnel terminations resulting from the termination of the Agreement including, but not limited to, any applicable severance payments and Consolidated Omnibus Budget Reconciliation Act also known as COBRA payments; and (iv) the Data Conversion Costs. If this Agreement expires on the Termination Date, Menifee shall pay Murrieta the Data Conversion Costs within thirty (30) days of receipt of an invoice from Murrieta for such Costs.

~~10.9.~~ **DISPUTE RESOLUTION.** Any disputes under this Agreement, including but not limited to termination for cause, shall be subject to the dispute resolution procedures herein.

- a. Meet and Confer. *If* either Party (i) disputes the other Party's interpretation of this Agreement; (ii) disputes the sufficiency of the other Party's performance under this Agreement, including cost of service or billing; or (iii) contends there has been a material breach of the Agreement, *then* the Parties shall meet to attempt to resolve the dispute. The City Manager and Police Chief of Murrieta shall be the authorized dispute resolution representatives for Murrieta, and the City Manager and Police Chief of Menifee shall be the authorized dispute resolution representatives for Menifee.
- b. Mediation.
 - i. *Initiation of Mediation:* *If* a dispute is not resolved through the meet and confer process, either Party may initiate a mediation process by giving written Notice of Mediation to the other Party.
 - ii. *Selection of Mediator:* Within fourteen (14) days after receipt of a Notice of Mediation, the Parties shall mutually select one person to mediate the dispute, which person shall be a qualified professional with expertise in the subject matter of the dispute. Neither Party may unreasonably withhold, delay, or obstruct the selection of a mediator.
 - iii. *Commencement and Completion of Mediation:* The mediation shall be completed within forty-two (42) days of the selection of the mediator. The mediation shall be conducted in accordance with procedures chosen by the mediator.
 - iv. *Mediator's Recommendation:* If the mediator is unable to resolve the dispute during the mediation, the mediator shall submit specific and written recommendations for full resolution of the dispute within fourteen (14) days thereafter. The Parties shall

- v. consider the written recommendations of the mediator.
 - vi. Mediation Costs: The fees and expenses of the one selected mediator shall be divided equally between the Parties. The above deadlines shall be enforced unless extensions are mutually agreed upon or granted to either Party by the mediator for good cause shown.
- c. Termination following mediation. If the dispute is not resolved through the meet and confer process or the mediation process, then the Party that receives a favorable recommendation from the mediator may move forward with terminating the Agreement. Termination shall be effective thirty (30) days after written notice of termination by the aggrieved Party.

~~11.10.~~ **INSURANCE**. Both Parties shall maintain sufficient insurance, self-insurance, or a combination thereof to comply with the following requirements and, if requested, each Party shall furnish to the other Party certificates of insurance evidencing the required coverage. No policy providing the required coverage may be canceled or liability limits reduced without first providing the other Party thirty (30) days' written notice.

- a. Insurance Coverages. Each Party shall, throughout the duration of this Agreement, maintain insurance, self-insurance, or a combination thereof to cover itself, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.
 - 1. Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$10,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 11. Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$2,000,000 per accident for bodily injury and property damage.
 - iii. Workers' Compensation coverage shall be maintained as required by the State of California.
- b. Endorsements. Each Party shall obtain endorsements to the insurance policies with the following provisions:
 - 1. The other Party (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured" on the commercial general liability insurance policy.
 - 11. As to automobile and commercial general liability policies, for any claims related to

this Agreement, Menifee's coverage shall be primary insurance with respect to Murrieta. Any insurance maintained by Murrieta shall be in excess of Menifee's insurance and shall not contribute with it.

- c. Notices of Cancellation. Each Party shall notify the other Party if any policy required by this Agreement is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. If any required insurance policy under this Agreement is cancelled, the Party procuring that policy shall immediately obtain a replacement policy.
- d. Proof of Insurance. Each Party shall provide the other Party with evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the receiving Party, before either Party signs this Agreement.
- e. Substitute Certificates. No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, the insured Party shall provide the other Party with a substitute certificate of insurance.

~~12.11.~~ **NONDISCRIMINATION.** The Parties shall each comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or any other classification prohibited by state or federal law.

~~13.12.~~ **COMPLIANCE WITH LAWS.** 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.

~~14.13.~~ **CONFIDENTIAL INFORMATION AND RECORDS REQUESTS.**

- a. Confidential Information. The Parties acknowledge and agree that personnel, proprietary, trade secret, and other information that is otherwise exempt from disclosure under the California Public Records Act or any recognized privilege, doctrine, or law (collectively "Confidential Information") shall be handled as strictly confidential information, and shall be disclosed only to the extent otherwise mandated by state law, federal law, a properly issued subpoena, or a court order. The Parties agree to immediately advise one another upon the receipt of any request, demand, or order seeking Confidential Information and to reasonably cooperate with one another in responding to any such request, demand, or order. The terms of this Section 13 shall survive termination of this Agreement.
- b. Records Requests. If Menifee receives any request for documents pursuant to the Public Records Act or other applicable law or court order, Menifee shall be solely

responsible for responding to said request. When such requests seek information in the possession, custody, or control of Murrieta, Murrieta shall use its best efforts to provide reasonable assistance to Menifee in responding to said request. Notwithstanding the foregoing, Murrieta shall not be responsible or liable to either the requestor(s) or Menifee as a result of Murrieta's inability to respond to a document request, so long as Murrieta demonstrates it exercised its best efforts to provide reasonable assistance.

~~15~~.14. **INDEMNIFICATION.**

- a. **Menifee.** Menifee shall indemnify, hold harmless, and defend Murrieta (including its elected officials, officers, agents, employees, and volunteers) from and against any and all claims (including all litigation, demands, damages) and their attendant costs, and expenses (including court costs and attorneys' fees) to the extent resulting or arising from Menifee's willful misconduct or negligent performance, or failure to perform, under this Agreement.
- b. **Murrieta.** Murrieta shall indemnify, hold harmless, and defend Menifee (including its elected officials, officers, agents, employees, and volunteers) from and against any and all claims (including all litigation, demands, damages) and their attendant costs, and expenses (including court costs and attorneys' fees) to the extent resulting or arising from Murrieta's willful misconduct or negligent performance, or failure to perform, under this Agreement.
- c. **Exception for Willful Misconduct and Sole Negligence.** Notwithstanding Sections 14(a) and 14(b), neither Party shall have any obligation to defend or indemnify the other Party if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of the Party to be indemnified.

~~16~~.15. **FORCE MAJEURE.**

If by reason of *Force Majeure* a Party is unable, in whole or in part, to perform any of its obligations under this Agreement, such Party shall not be in default, and its performance obligations shall be tolled, during the continuance of such inability.

~~17~~.16. **RELATIONSHIP OF THE PARTIES.**

- a. **In General.** Nothing contained in this Agreement is intended to, nor shall it, be construed in any way to be a joint powers agreement of any kind. Neither Menifee nor any of its agents shall have control over the conduct of Murrieta or any of Murrieta's employees, except as set forth herein. Neither Party's employees shall acquire or be (or become) entitled to any of the rights, privileges, powers, or advantages of the other Party's employees including, but not limited to, the right to any compensation, benefits, or pension benefits of the other Party's employees.

Menifee Not An Employer of Dispatchers. Murrieta shall not request or demand that Menifee assume any liability for direct payment of any salary, wage or other such compensation to any person employed by Murrieta to perform the services described in the Agreement. Murrieta shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of Menifee.

- b. No Promise of Future Contract for Dispatch Services. Nothing in this Agreement shall be interpreted to imply that Murrieta must maintain any contractual relationship with Menifee on a continuing basis after the termination of this Agreement.
- c. Murrieta Retains Daily Control of Dispatch Services. Murrieta is responsible to provide the Start-Up Services and Dispatch Services as set forth in Exhibit A, and to reasonably cooperate with Menifee to ensure those services are delivered in an effective and efficient manner. Subject to the foregoing, (i) Murrieta is the final authority and is not required to comply with daily instructions from Menifee staff with respect to when, where, or how Murrieta must perform the Start-Up Services and Dispatch Services; (ii) Murrieta is solely responsible for determining who, under supervision or direction of Murrieta, will perform the Start Up Services and Dispatch Services; (iii) Menifee will not hire, supervise, or pay any employees working for Murrieta pursuant to the Agreement during such employee(s)' period of employment with Murrieta; and (iv) Murrieta shall be solely responsible for setting the hours in which Murrieta performs or plans to perform the Start-Up Services and Dispatch Services.

17. **ADDITIONAL DOCUMENTS AND AGREEMENTS.** The Parties agree to cooperate in the execution of any additional policies and procedures, instruments, and conveyances, which may be required to carry out the terms of this Agreement.
18. **WARRANTY.** Murrieta provides the hardware, software, and ancillary systems necessary to the provision of the Dispatch Services without any warranty or condition, expressed or implied. Murrieta specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Menifee acknowledges that the hardware, software, and ancillary systems may not operate totally without interruption. Murrieta makes no representations, warranties, or guarantees regarding uptime for the hardware, software, and ancillary systems. Murrieta agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Murrieta until a resolution is achieved. If a total or partial failure should occur, Murrieta Police dispatch shall continue to dispatch for Menifee using whatever manual methods may be necessary and provide the same level of service they would for Murrieta Police.
19. **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. Communications shall be deemed to be

effective upon the first to occur of: -(a) actual receipt by a Party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either Party may modify their respective contact information identified in this section by providing notice to the other Party.

TO: Murrieta

Attn: Police Chief
2 Town Square
Murrieta, CA 92562

With a Copy To:

City Attorney
1 Town Square
Murrieta, CA
9925622562

TO: Menifee

Attn: Police Chief
29844 Haun Road
Menifee, CA 92586

With a Copy To:

City Attorney
29844 Haun Road
Menifee, CA 92586

~~**TO: Murrieta** Attn: Police Chief 2 Town~~

~~Square~~

~~Murrieta, CA 92562~~

~~T~~ ~~eniffee Attn:–~~
~~Ø~~ ~~Police Chief–~~
~~:~~ ~~29844 Haun Road~~
~~M~~ ~~Meniffee, CA 92586~~

~~With a Copy To:~~

~~City Attorney–~~

~~1 Town Square~~

~~Murrieta, CA 92562~~

~~With a Copy To:~~

~~City Attorney–~~

~~29844 Haun Road~~

~~Meniffee, CA 92586~~

20. **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.
21. **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, this 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.
22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance 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 Riverside.

23. **ASSIGNMENT AND DELEGATION.** Neither this Agreement, nor any portion hereof, shall be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party, shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.
24. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of all duly authorized successors and assigns of the Parties.
25. **MODIFICATIONS.** This Agreement may not be modified, orally or in any manner, other than by an agreement in writing signed by duly authorized representatives of both Parties.
26. **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.
27. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
28. **ENTIRE AGREEMENT.** This Agreement, including all documents and exhibits incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the services provided hereunder. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
29. **LITIGATION EXPENSES AND ATTORNEYS' FEES.** In the event that any action is brought by either Party to construe this Agreement or enforce any of its terms, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.
30. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective Parties.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, Murrieta and Menifee do hereby agree to the full performance of the terms set forth herein.

CITY OF MURRIETA

CITY OF MENIFEE

By: Kim Summers

Title: City Manager

Date:

By: Armando G. Villa

Title: City Manager

Date:

ATTEST:

ATTEST:

By: ~~Stephanie D. Smith~~Cristal

McDonald, MMC

City Clerk

By: ~~Sarah A. Manwaring~~Stephanie

Roseen,

~~MMC-Acting~~ City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: ~~Leslie E.~~

~~Devaney~~Tiffany Israel

Title: City Attorney

By: Jeffrey T. Melching

Title: City Attorney

EXHIBIT "A"
Scope of Services

SERVICES PROVIDED BY MURRIETA: During the term of this Agreement ¹, Murrieta shall provide to Menifee Dispatch Services that are equivalent to those provided to Murrieta, which include the following:

1. **Police General Dispatch Service.**

- a. Provide all Dispatch Services identified in this Exhibit A to all Menifee police officers.
- b. Receive and respond to all 911 calls for police services for Menifee twenty-four (24) hours a day, seven (7) days a week. Telephone lines will be answered using a generic greeting such as, "Emergency Services", "9-1-1 Emergency", or "police services".
- c. Monitor and reply to all emergency radio traffic from Menifee twenty-four (24) hours a day, seven (7) days a week.
- d. Provide call-out notifications as directed by Menifee for incidents requiring response from Menifee Police Department personnel or mutual aid resources.
- e. Provide after-hour notifications for Menifee Public Works Department personnel.
- f. Monitor and reply to all non-emergency radio traffic from Menifee twenty-four (24) hours a day, seven (7) days a week.
- g. Handle dispatch responsibilities for Menifee SWAT activations.
- h. Utilize appropriate radio and CAD systems for dispatching services.
- i. Ensure supervisory awareness of major incidents.
- J. Maintain appropriate staffing levels at **as established in the Communications Manual..**
- k. Make telephone calls for Menifee Police Department officers to request tow trucks, taxi cabs, and other resources.
- l. Use Menifee unit requirements for dispatching calls for service to Menifee Police Department officers.
- m. Prioritize response according to Murrieta policies and procedures. If changes are desired, Murrieta will consult with Menifee prior to implementation of any new response priorities.

Unless otherwise indicated, capitalized terms used in this Exhibit A have the meaning set forth in the agreement to which this Exhibit A is attached.

2. Police Dispatch Technology Criteria and Guidelines.

- a. Operate and maintain a computer-aided dispatch system that is capable of:
 - Tracking the status of Menifee's on-duty police units' activity and availability.
 - Assigning report numbers for incidents.
 - Ensuring that all systems and electronic interfaces are maintained and working.
- b. Utilize the Riverside County Public Safety Enterprise Communications ("PSEC") radio system for dispatch communications.
- c. Operate dedicated Murrieta and Menifee radio channels for police operations twenty-four (24) hours a day, seven (7) days a week. During exigent or other mutually agreed upon circumstances, the individual radio channels may be patched together for combined communication.
- d. Dispatch Menifee police units based on a call priority of 1, 2, and 3 for urgent and non-emergency calls for service.
- e. Transfer all 9-1-1 telephone calls to secondary public safety answering point when appropriate.
- f. Maintain and monitor secondary radio channel(s) during special events, incidents, or enforcement activities.

3. Computer-Aided Dispatch ("CAD") and Records Management System ("RMS").

- a. Maintain vendor recommended upgrades to the existing Central Square CAD and RMS, including licensed ancillary modules, to the multi-agency versions of the software.
- b.
- c. Host and maintain the CAD and RMS applications, database, and backups and provide twenty-four (24) hours, seven (7) days a week of operational support of the servers and applications.
- d. Murrieta's CAD/RMS Administrators will be the main contact for any issues related to the CAD and RMS applications and will contact the Information Technology Services Help Desk following Murrieta's current normal business hour (0800 hours to 1700 hours) and after-hour (1700 hours to 0800 hours) procedures. Murrieta will provide 24 hours per day / 7 days per week access to and assistance from Murrieta technical support personnel to address critical issues related to CAD/RMS and/or network-related issues relating to CAD/RMS applications. If an after-hours incident does not meet the emergency

threshold, Murrieta IT will direct Menifee to create a help desk ticket, and response to the issue will be on the next business day. Examples of what may constitute a critical emergency include issues that cause a business stoppage or disruption of critical business.

e. Murrieta PD will maintain and support the existing software license agreement with Central Square.

f. Provide the servers, CAD and RMS along with ancillary applications, databases, system administration, and necessary interfaces for the systems.

~~f.g.~~ In the event Menifee changes their RMS to a provider other than CentralSquare, Murrieta Information System Division shall maintain Menifee's existing data for a period of one year, unless a shorter period is requested by Menifee, if required. The cost of maintaining the data will be borne by Menifee.

~~g.h.~~ Maintain and support the servers and the hardware necessary for the operation of the systems.

~~g.i.~~ Monitor new technology to maintain technologically current systems.

~~i.j.~~ Be solely responsible for determining the hardware and software that will maximize benefits to both Murrieta and Menifee; provided, however, that Murrieta shall consult with Menifee prior to implementing any significant cost increase for hardware and/or software.

~~j.k.~~ Provide the ability for Menifee workstations (including Mobile Data Computers ["MDC"]) to perform California Law Enforcement Telecommunication System ("CLETS") queries.

~~k.l.~~ Assist Menifee to resolve any issues with the operation of the mobile software as a result of issues with the CAD application.

~~l.m.~~ Create network accounts for Menifee to access Murrieta's network and Central Square accounts for Menifee to access CAD and RMS applications within five (5) days of the date that the request is received from Menifee.

~~m.n.~~ Be responsible for all CAD file maintenance updates including user accounts, terminals, and quarterly GIS updates.

~~n.o.~~ Provide access to the database views for reporting on the CAD data warehouse and RMS database.

Report and track issues with the CAD and RMS vendor(s), and test fixes in the test environment before installing fixes into the live production system.

~~o.~~

p.

q. Menifee will be provided Murrieta shall provide access to Menifee to the audio logger

at Murrieta PD for the purpose of ~~obtaining pulling their own~~ recordings related to Menifee in order to comply and complying with all any California Public Records Act requests. Murrieta PD ~~assumes responsibility for~~ shall provide training to Menifee personnel on using the audio logger, as identified by Menifee's command staff. A second audio logger will be housed at Murrieta PD to maintain recordings solely for Menifee PD. Menifee assumes all costs related to the second audio logger, including its maintenance.

~~r.~~ Respond to Public Records Act requests or similar requests and subpoenas for incidents and/or addresses located in Menifee Provide administrative support and technical support to the Menifee Police Department supervisors or administrators and Information Technology team seeking information from CAD and/or RMS.

~~r.s.~~ Provide and send to Menifee PD duplicate CAD and RMS data relating to all Menifee calls and reports, including all attachments, to Menifee PD servers on a real-time basis. Further, (1) provide immediate notification to Menifee PD and Information Technology departments if the data replication stops for any reason.

4. Network Connectivity.

a. Provide and maintain a point-to-point dedicated connection at Murrieta's dispatch center to establish communications with Menifee's network.

b. Provide and maintain a backup dedicated connection for communications with Menifee's network.

~~b.e.~~ Upon discovery, Provide immediate notification to Menifee PD and Information Technology departments if the City of Murrieta SD-WAN becomes inoperable.

5. Mobile Data Computer System.

a. Provide hardware support for the MDCs or issues related to networking or connectivity between the two agencies. Murrieta will assist Menifee, as necessary, to resolve any issues; however, Menifee is responsible for any hardware costs associated with the resolution of an issue if it is not related to the CAD application.

b. Install and maintain the current MDC software and resolve any problems.

6. Ancillary Services.

a. May conduct inquiries for officers into federal, state, and local databases through CLETS and Riverside Sheriff Office Message Switch (Local Warrant System) ("RSOMS").

b. Complete after-hours entries into federal and state databases (MUPS, DVROS, AFS, SVS).

~~c. — Be the Custodian of Record of all telephone audio recordings, and consult with Menifee representatives prior to the release of any such information relating to incidents within or relating to the City of Menifee, the Menifee Police Department, or the services provided to Menifee under this Agreement.~~

~~d. — Process audio recording requests for criminal, civil, and internal cases that are actually recorded by Murrieta after full consolidation and provide copies of records to Menifee following Murrieta's request procedure.~~

e. c. Murrieta Communications Manager will be responsible for CJIS audits, yearly training and sign-offs for Murrieta only.

7. Geographic Information System.

a. Work with Menifee to assure that the merging of the mapping data for the two agencies creates a seamless single Geofile to be used for dispatching services. For areas of shared boundaries, duplicates and discrepancies must be resolved before implementation.

b. Update and maintain the Menifee portion of the Geofile *ad hoc* basis as needed (but no less frequently than quarterly). The changes will be based upon direct geographic information system ("GIS") files provided by Menifee or agreed upon documentation for Murrieta to input directly.

SERVICES PROVIDED BY MENIFEE: During the term of this Agreement, Menifee shall provide to Murrieta and be responsible for the following actions:

1. Police General Dispatch Service.

- a. Provide daily rosters for all patrol shifts to Murrieta at the beginning of each shift.
- b. Notify Murrieta prior to conducting any operations with an OPS plan, including personnel involved and location.
- c. Conform to Murrieta response protocols. Murrieta will collaborate with Menifee in good faith if there are any desired changes to response protocols by either party.
- d. Conform to Murrieta call types and dispositions. Murrieta will collaborate in good faith with Menifee if there are any desired changes to call types or dispositions by either party.
- e. Conform to Murrieta's radio codes.
- f. Follow established complaint procedures to address personnel and dispatching issues.
 1. Orders received from Murrieta Communications Center related to the operation of the communications center are official department orders and will be treated as such. Menifee personnel receiving such orders shall comply. Wherever practical, Menifee's authorized representatives will be consulted prior to the implementation of new orders or procedures.
 11. In the event of a dispute between a Murrieta dispatcher and Menifee field personnel, the dispute shall be referred to the employees' direct supervisors. The employees' supervisors shall then be responsible for identifying a resolution to the dispute.
 111. Issues unrelated to personnel complaints should be addressed at the line supervisor level initially. If resolution is not achieved for any type of issue, it shall be forwarded to authorized representatives for each agency for resolution.
 - 1v. Proposed operational or procedural changes should be directed to the Murrieta Communication Manager and Menifee's authorized representative.

2. Computer-Aided Dispatch and Records Management System.

- a. Establish and maintain telephone line(s) services as necessary to support the dispatch consolidation effort outlined in this Agreement.
- b. Process all paperwork related to the records function including, but not limited to, records data entry, citation entry, or miscellaneous paperwork not related to the basic dispatch function and respond to Public Records Act requests or similar requests and subpoenas for incidents and/or addresses located in Menifee.

- c. Submit a request for Murrieta to create accounts for CentralSquare CAD and/or RMS applications for a new hire.
- d. Notify Murrieta immediately of any separated employee so that the respective network and Central Square accounts can be deactivated.
- e. Menifee will notify Murrieta of user role assignments and request updates when roles change. Murrieta will manage/create CAD/RMS permission roles.
- f. Menifee will submit any code table update/change requests to Murrieta who will manage NIBRS codes upload into RMS while also maintaining all codes management within RMS.
- g. Menifee will notify Murrieta when Records workstations are added or updated so they can be added to the CAD/RMS system. Murrieta will assist Menifee as necessary to resolve issues related to CAD/RMS; however, Menifee is responsible for any hardware costs associated with the resolution of an issue if it is not related to the RMS application.
- h. Provide all ad hoc reporting (using SSRS or other tools) from the CAD data warehouse and RMS database.

3. Network Connectivity.

Provide and maintain a dedicated connection to Murrieta's core network including the installation and maintenance of network connections.

4. Ancillary Services.

- a. Menifee Records Supervisor will be responsible for CJIS audits, yearly training and sign-offs for Menifee.
- b. Maintain and manage the ORI and mnemonics for Menifee.

5. Mobile Data Computer System.

- a. Maintain its own NetMotion server and provide the connectivity of the MDCs to the Murrieta CAD system along with related costs.
- b. Pay any costs to upgrade the current MDC software to MobileCOM if Menifee elects to upgrade the software.
- c. Be the Custodian of Record of all telephone audio recordings and facilitate the release of any such information relating to incidents within or relating to the City of Menifee, the Menifee Police Department, or the services provided to Menifee under this Agreement.

~~b.d.~~ [Process audio recording requests for criminal, civil, and internal cases.](#)

6. Geographic Information System.

- a. Provide the initial Geofile and Maverick map layers. Menifee will be accountable for the quality of the data.

- b. Work with Murrieta to assure that the merging of the mapping data for the two agencies creates a seamless single Geofile to be used for dispatching services. For areas of shared boundaries, duplicates and discrepancies must be resolved before implementation.

- c. Provide direct GIS files or agreed upon documentation for Geofile and Maverick map additions and changes on a quarterly or on an *ad hoc* basis as needed. Menifee will review and sign off on Geofile changes incorporated by Murrieta on a quarterly basis. Upon sign-off, Menifee will be accountable for the quality of data.
- d. Provide AT&T data and site plan/complex card detailed information to supplement the GIS Web Dispatch application.
- e. Provide all updated geographic data to Murrieta.

EXHIBIT "B"
Costs for Service

Menifee agrees to pay and Murrieta agrees to accept as total compensation for Dispatch Services² the following:

A. Dispatcher and Dispatch Supervisor Costs.

1. Year One. In the first year, known as the Start-Up Period, Menifee's Dispatcher Costs will be the actual "**Loaded Cost**" of the dispatchers hired in support of providing Dispatch Services to Menifee, up to twelve (12) dispatchers. Loaded Cost shall be defined as base pay plus benefits._
2. Year Two. In the second year, commencing with the Go-Live Date, Menifee's portion of Dispatcher Costs will be 43% of the "**Total Personnel Cost**"³. The Total Personnel Cost shall include the following:

- a. The "**Fully Burdened Cost**" for all dispatchers. Murrieta will calculate the Fully Burdened Cost to include direct and indirect costs such as salaries and benefits without limitation, departmental support, supervision, and administrative overhead, including associated human resources costs; internal service costs; and indirect City-wide overhead costs.

Murrieta agrees to meet with Menifee prior to the Go Live Date to review the components of the Fully Burdened Cost. After meeting, Murrieta shall have the sole authority to determine both the direct and indirect components and to calculate the cost.

- b. Actual training costs incurred.
- c. Overtime costs incurred by all dispatchers, applying base pay plus any additive pays that are payable on overtime hours including bi-lingual pay, Workers' Compensation and Medicare.

If Murrieta is unable to complete the Cost Allocation Plan necessary to determine the Fully Burdened Cost rates prior to May 31, 2020, Menifee's Dispatcher Cost shall be 43% of the Loaded Cost rate for all dispatchers plus actual training and overtime costs incurred.

3. Year Three ~~and beyond.~~ Commencing July 1, 2021, Dispatcher Costs will be calculated at the Fully Burdened Cost rate in the same manner as Year Two (described in subsection (A)(2) above) unless both Murrieta and Menifee agree in writing to a new formula prior to the commencement of any given year.
4. Estimates of Dispatcher Costs for Year One and Year Two are set forth in Exhibit B-1.

Unless otherwise indicated, capitalized terms used in this Exhibit B have the meaning set forth in the agreement to which this Exhibit B is attached
per section 5.b.iii-

~~² Unless otherwise indicated, capitalized terms used in this Exhibit B have the meaning set forth in the agreement to which this Exhibit B is attached.~~

~~Actual training costs incurred.~~

~~³ Overtime costs incurred by all dispatchers, applying base pay plus any additive pays that are payable on overtime hours including bi-lingual pay, Workers' Compensation and Medicare.~~

~~² Unless otherwise indicated, capitalized terms used in this Exhibit B have the meaning set forth in the agreement to which this Exhibit B is attached.~~

~~43% is the the proportion of the twelve (12) dispatchers hired pursuant to the Agreement relative to the total number of dispatchers (twenty-eight (28), as of the Effective Date), rounded to the nearest whole number.~~

~~Recommend this be removed or note this effective prior to July 1, 2021.~~

~~4. Estimates of Dispatcher Costs for Year One and Year Two are set forth in Exhibit B-1.~~

5. The Parties specifically acknowledge that the amount due from Menifee is subject to annual adjustments at the beginning of the fiscal year based on Murrieta's personnel costs, including but not limited to increased labor costs as negotiated in the Memoranda of Understanding between Murrieta and the Murrieta General Employees Association and Murrieta Supervisors' Association, respectively, ~~and~~ any increases in employee compensation and benefits and changes in staffing levelevels in the dispatch center.
6. Year Four and beyond. Commencing July 1, 2022, Dispatcher Cost for services rendered by dispatchers and dispatch Supervisors will be calculated at the Fully Burdened Cost rate per section 5.b.iii and cost shall be allocated using the Activity-Based Cost Allocation Methodology as described in section 5.b.iv.
- a. Actual training costs incurred.
 - b. Overtime costs incurred by all dispatchers and dispatch supervisors, applying base pay plus any additive pays that are payable on overtime hours including bi-lingual pay, Workers' Compensation and Medicare.
 - c. Leave Buy Out based on respective MOUs.

B. Non-Dispatcher Personnel Costs

Performance of the dispatch services under this Agreement will require services and support from Murrieta personnel other than dispatchers including, but not limited to, supervisory or management dispatch personnel and information technology services. Menifee shall pay the Total Personnel Costs for the following positions in the following proportions and amounts (subject to adjustment as set forth herein):

1. During the Start Up Period, Menifee shall pay the Loaded Cost for the following positions:

Position Title	Proportion
Communications Manager	43%
Radio Systems Administrator	Hours actually worked up to Go Live Date
Information Systems Analyst	Hours actually worked up to Go Live Date
Information Systems Technician	Hours actually worked up to Go Live Date

2. In Year Two, commencing on the Go Live Date, Menifee shall pay the Fully Burdened Cost plus any applicable overtime for the following positions and in the following proportions:

~~2.~~

Position Title	Proportion
Communications Manager	43%
Radio Systems Administrator	20%
Information Systems Analyst	20%
Information Systems Technician	10%

If Murrieta is unable to complete the Cost Allocation Plan necessary to determine the Fully Burdened rates prior to May 31, 2020, Menifee's Non-Dispatcher Cost shall be the Loaded Cost

plus any applicable overtime for the following positions:

Position Title	Proportion
Communications Manager	43%
Dispatch Supervisor s (4)	43%
Radio Systems Administrator	20%
Information Systems Analyst	20%
Information Systems Technician	10%

3. Estimates of Non-Dispatcher Costs for Year One and Year Two are set forth in Exhibit B-1.
4. Estimates of Non-Dispatcher Costs for Year One and Year Two are set forth in Exhibit B-1. Year Four and beyond. Commencing July 1, 2022, Menifee shall pay the Fully Burdened Hourly Rate Cost plus any applicable overtime for the following positions and in the following proportions:

<u>Position Title</u>	<u>Proportion</u>
<u>Communications Manager</u>	<u>% per section 5.b.iv.</u>
<u>Dispatch Supervisor</u>	<u>% per section 5.b.iv.</u>
<u>RadioCAD/RMS Systems Administrator</u>	<u>420%</u>
<u>Information Systems Analyst</u>	<u>30%</u>
<u>Information Systems Technician</u>	<u>10%</u>
<u>Program Administrator</u>	<u>As incurred</u>
<u>IT System Analysts Administrator</u>	<u>As incurred</u>
<u>-Management Financial Analyst</u>	<u>7.5%??</u>

a. Actual training costs incurred.

b. Overtime costs, including Workers' Compensation and Medicare.

c. [On-Call pay based on respective MOUs.](#)

d. [Leave Buy Out based on respective MOUs.](#)

3.

C.1. Technology Costs

The Technology Costs consist of three components. The first¹ component represents Menifee's contribution towards the initial investment of the start-up costs incurred by Murrieta to acquire and implement its CAD and RMS system, which enables Murrieta to provide Dispatch Services to Menifee, including contribution to capital costs for the dispatch software, technology, and systems already in place. Murrieta's investment to implement and acquire its CAD and RMS system was One Million Eight Hundred Thousand Dollars (\$1,800,000), financed to be paid over a term of seven (7) years ("**Finance Payment**"). For each **Finance Payment-loan** payment after the Go Live Date, Menifee shall pay to Murrieta Forty-One Thousand Eight Hundred Forty-Eight Dollars and Twenty Cents (\$41,848.20).

The **second** component of the Technology Costs is the Annual Technology Maintenance Costs. For the first year following the Go-Live Date, the Annual Technology Maintenance Costs will include an additional component for deferred start-up costs, as detailed in **Exhibit B-2**. For each subsequent year, the estimated Annual Technology Maintenance Costs are estimated as detailed in **Exhibit B-3**.

Menifee's responsibility for Annual Technology Maintenance Costs is **based on the ratio of Menifee authorized sworn personnel to total number of authorized sworn personnel on the dispatch system**. The number of sworn personnel used for the above calculations will be updated annually at the meet and confer meeting held pursuant to Paragraph F, below.

The Annual Technology Maintenance Costs may change based upon a change in pricing and/or adjustments in the actual costs billed by the CAD vendor for the support renewal.

The **third** component of the Technology Costs are monthly subscriber rates for mobile, portable, and console radios ("**Radio Costs**"). Menifee's responsibility for Radio Costs for the first year following the Go Live Date shall be Thirty-Eight Dollars and Eighteen Cents (\$38.18) per radio utilized by Menifee personnel. The Radio Costs increase by six percent (6%) for each following year through June 30, 2025. [Effective July 1, 2021, the County of Riverside started to invoice Menifee Police Department for their radio subscriptions.](#)

D. Offset Costs.

The Parties acknowledge and agree that the net proceeds from any grants, subsidies, or reimbursements received by Murrieta, to the extent (*i.e.*, in the proportion) they result from the provision of Dispatch Services to Menifee, shall be offset against the Dispatcher Costs during the invoicing period in which the grant, subsidy, or reimbursement is provided to Murrieta.

E. Payment Methodology.

Notwithstanding the estimates provided above and in **Exhibits B-1, B-2 and B-3**, the amount paid by Menifee to Murrieta for the Costs for Services shall be the actual costs incurred by Murrieta, even if such costs exceed (or are less than) the estimate.

Menifee shall make payments to Murrieta for its share of the Costs for Services in accordance with the invoicing and payment procedure set forth in Section 5(d) of the Agreement.

F. Annual Meet and Confer.

The Parties shall meet and confer annually (as part of a coordination meetings required by Section 6 of the Agreement) to make adjustments in costs or applicable proportions including, but not limited to, the ~~proportion of dispatchers called for under this Agreement to total dispatchers~~calculation of cost of services set forth in section 5(b), the proportion of Menifee end users to total end users, the proportion of Menifee radios to total radios, technology cost, the ~~Annual annual Technology technology Maintenancee maintenance~~Costscosts, and any offset costs received or anticipated to be received by Murrieta.

EXHIBIT "B-1"
Estimated Personnel Costs

Year One (FY 2019/20)

Personnel (Salary/Benefits)	Annual	QTY	Duration	Share	Total
Dispatchers	\$97,406.00	12	6mos.	100%	\$584,436.00
Comm Mgr HT	\$164,048.00	1	12 mos.	43%	\$70,540.64
Radio Administrator *	\$108,667.00	1	12 mos.	40%	\$43,466.80
IT Analyst*	\$120,702.00	1	12 mos.	25%	\$30,175.50
IT Tech*	\$107,714.00	1	6mos.	10%	\$5,385.70
				Total	\$734,004.64

Year Two (FY 2020/21)

Personnel (Salary/Benefits)	Annual	QTY	Duration	Share	Total
Dispatchers	\$100,815.00	12	12 mos.	100%	\$1,209,780.00
Supervisors	\$119,961.00	4	12 mos.	43% ⁴	\$206,332.92
Comm Mgr	\$178,279.00	1	12 mos.	43%	\$76,659.97
Radio Administrator	\$112,470.00	1	12 mos.	20%	\$22,494.00
IT Analyst	\$131,173.00	1	12 mos.	20%	\$26,234.60
IT Tech	\$111,484.00	1	12 mos.	10%	\$5,574.20
				Total	\$1,547,075.69

The above are only estimates and the Parties acknowledge that Menifee will, according to the formulas set forth in sections (A) and (B) of Exhibit B, be charged for and pay for actual costs notwithstanding

⁴ ~~If Murrieta completes a Cost Allocation Plan by May 31, 2020, then Supervisor costs shall not be charged to Menifee, because such costs will be included in the Total Personnel Cost of Dispatchers.~~

the above estimates. In the same vein, the Parties acknowledge that, for Year One (fiscal year 2019/20), the three positions noted with asterisks (Radio Administrator, IT Analyst, and IT Tech) will be charged on an hourly basis for hours actually worked and thus the amounts listed for those positions are for illustration only.

EXHIBIT "B-2"
Annual Technology Costs Deferred Start Up Costs

Menifee Dispatching Services
Hardware and Software Costs by Year
08/05/2019

Summary
FY 20 - Year 2 Costs

CAD Workstation	Inform CAD Software License Fees	\$ 20,000.00
CAD Mapping	Inform CAD software License Fees	\$ 1,000.00
CAD NCIC/State Query Position	Inform CAD Software License Fees	\$ 1,000.00
CAD Mobile Base with CJIS/NCIC Forms	Inform Mobile Software License Fees	\$ 20,000.00
CAD Mobile Mapping	Inform Mobile Software License Fees	\$ 4,000.00
CAD Mobile Server Software (C 101-250 Positions)	Inform Mobile Implementation Services	\$ 10,000.00
Inform RMS	Inform RMS software License Fees	\$ 13,500.00
Inform RMS NCIC/State Software	Inform RMS software License Fees	\$ 2,500.00
Annual Maintenance for new Software	This cost reflects adding additional software licenses	\$ 15,776.32

Total Tritech/Central Square CAD/RMS Quoted Add-on only

Cost \$ 87,776.32

Inform CAD Business Analysis and Consultation Service 1-day Remote	Project Management Costs	\$ 700.00
Product Name Unit Price Qty Total Price		
Inform RMS Business Analysis and Consultation Services 2-days Remote	Project Management Costs	\$ 1,400.00
Project Management from Central Square	Project Management Costs	\$ 6,250.00
	Project Management Services Cost	\$ 8,350.00

Crossroads Crash Software	Site License	\$ 9,800.00
	Total Additional Required Software	\$ 9,800.00

Crime view implementation professional services	Based on adding Menifee to Murrieta's Crimeview dashboard and advanced analytics	\$ 14,875.00
Crimeview (Advanced reporting, Nearme, dashboard) Yearly Subscription	50% of Murrieta Yearly Subscription	\$ 8,137.50
Field Ops(mobile app to CAD)	Implementation	\$ 1,400.00
Field Ops Yearly Subscription Cost	Subscription per user	\$ 2,400.00
IQ Search Implementation	Implementation	\$ 1,100.00
IQ Search Yearly Subscription	Yearly Subscription	\$ 4,800.00
Project Management for CrimeView and Field Ops	Project Management Costs	\$ 2,146.40
	Total Optional Software Licensing and Implentation Costs	\$ 35,176.50

Annual Maintenance for new Software	This cost reflects adding additional software licenses	\$ 31,552.64
Annual Maintenance for Menifee Portion of Central Square Software	This cost reflects Menifee's share of 36% of the existing annual maintenance	\$ 22,555.54
Duo Software (2FA)	2FA Software (Annually)	\$ 7,424.00
Endpoint Protection	Carbonblack security software for dispatch computers	\$ 107.44
Vmware Licensing	50% share of the host licenses (3 hosts)	\$ 3,000.00
	Software Renewals	\$ 64,639.62

Internet (Failover)	Failover Internet Connection (Monthly)	\$ 10,788.00
Internet (Primary)	Primary Internet Connection - Shared Cost (Monthly)	\$ 8,027.76

Internet Service Costs \$ 18,815.76

Grand Total (does not include taxes) \$ 224,558.20

NOTE:
Central Square ~~agreed~~ agreed to payment terms of 50% at start and 50% at go-live
Does not include the possible renewal increase of 3% for Central Square

EXHIBIT "B-3"
Annual Technology Maintenance Costs

Menifee Dispatching Services
Hardware and Software Costs by Year
08/05/2019

Summary

FY21 - costs

Annual Maintenance for new Software	This cost reflects maintenance for the additional software licenses	\$ 31,552.64
Annual Maintenance for Menifee Portion of Central Square Software	This cost reflects Menifee's share of 36% of the existing annual maintenance	\$ 22,555.54
Crossroads Annual Maintenance	Crossroads Crash Software	\$ 900.00
Duo Software (2FA)	2FA Software (Annually)	\$ 7,424.00
Endpoint Protection	Carbonblack security software for dispatch computers	\$ 107.44
Vmware Licensing	50% share of the host licenses (3 hosts)	\$ 3,000.00
	Software Renewals	\$ 653.00
Field Ops Yearly Subscription Cost	Subscription per user	2,400.00
Crimeview (Advanced reporting, Nearme, dashboard) Yearly Subscription	50% of Murrieta Yearly Subscription	8,137.50
IQ Search Yearly Subscription	Yearly Subscription	4,800.00
	Optional Software Renewals	\$ 15,337.50
Internet (Failover)	Failover Internet Connection (Monthly)	\$ 10,788.00
Internet (Primary)	Primary Internet Connection- Shared Cost (Monthly)	\$ 8,027.76
	Internet Service Costs	\$ 18,815.76
	Grand Total	\$ 99,692.88

NOTE:
Does not include the possible annual increase of 3% for Central Square

EXHIBIT "C"
Start-Up Costs

Menifee agrees to pay and Murrieta agrees to accept as total compensation for Start-Up Services⁵ the following:

- A. **Equipment, Hardware and Software.** All such equipment and software as is necessary to provide the services described in **Exhibit A** to Menifee, to the same extent and quality as is provided to Murrieta. Such equipment and software includes, but is not limited to those items listed on **Exhibit C-1.**
- B. **Other Equipment, Furniture, and Infrastructure.** All such equipment, furniture, and other infrastructure (not otherwise listed in **Exhibit C-1**) as is necessary to provide the services described in **Exhibit A** to Menifee, to the same extent and quality as is provided to Murrieta. Such equipment, furniture, and other infrastructure includes, but is not limited to, dispatch ergonomic workstations, Motorola dispatch console radio equipment; telephone and 9-1-1 Vesta console equipment; acquired computers, monitors, telephones, printers; and retrofit of the dispatch center as necessary to accommodate the additional demand created by providing the Services listed in **Exhibit A.**
- C. **Murrieta Legal Services.** Menifee shall further pay for half of all costs incurred by Murrieta for services by its City Attorney's office in preparing the Agreement upon invoice by Murrieta.
- D. **Offset Costs.** The Parties acknowledge and agree that the net proceeds from any grants, subsidies, or reimbursements received by Murrieta, to the extent (*i.e.*, in the proportion) they result from or are in connection with the Start-Up Services shall be offset against the Start-Up Costs during the invoicing period in which the grant, subsidy, or reimbursement is provided to Murrieta. If the grant, subsidy, or reimbursement is received after the Start-Up Period, it shall be offset against Costs for Service in the period in which it is received.
- E. **Payment Methodology.**

Notwithstanding the estimates provided in **Exhibits C-1,** the amount paid by Menifee to Murrieta for the Start-Up Costs shall be the actual costs incurred by Murrieta, even if such costs exceed (or are less than) the estimate.

Menifee shall make payments to Murrieta for its share of the Start-Up Costs in accordance with the invoicing and payment procedure set forth in Section 5(d) of the Agreement.

Unless otherwise indicated, capitalized terms used in this Exhibit C have the meaning set forth in the agreement to which this Exhibit C is attached.

EXHIBIT "C-1" Equipment, Hardware, and Software

Menifee Dispatching Services
Hardware and Software Costs by Year
08/05/2019

Summary

FY19 - Year One Costs

CAD Workstation	Inform CAD Software License Fees	\$ 20,000.00
CAD Mapping	Inform CAD software License Fees	\$ 1,000.00
CAD NCIC/State Query Position	Inform CAD Software License Fees	\$ 1,000.00
CAD Mobile Base with CJIS/NCIC Forms	Inform Mobile Software License Fees	\$ 20,000.00
CAD Mobile Mapping	Inform Mobile Software License Fees	\$ 4,000.00
CAD Mobile Server Software (C 101*250 Positions)	Inform Mobile Implementation Services	\$ 10,000.00
Inform RMS	Inform RMS software license Fees	\$ 13,500.00
Inform RMS NCIC/State Software	Inform RMS software license Fess	\$ 2,500.00
Annual Maintenance for new Software	This cost reflects adding additional software licenses	<u>\$ 15,776.32</u>
	50% of Total Tritech/Central Square CAD/RMS Quoted Add-on only	
		Cost \$ <u>87,776.32</u>
Inform CAD Business Analysis and Consultation Service 1-day Remote	Project Management Costs	\$ 700.00
Product Name Unit Price Qty Total Price		
Inform RMS Business Analysis and Consultation Services 2-days Remote	Project Management Costs	\$ 1,400.00
Project Management from Central Square	Project Management Costs	\$ 6,250.00
	50% of Project Management Services Cost	\$ <u>8,350.00</u>
Annual Maintenance for Menifee Portion of Central Square Software	This cost reflects Menifee's share of 36% of the existing annual maintenance	<u>\$ 22,555.54</u>
	Total Menifee Portion of Annual Maintenance	\$ <u>22,555.54</u>
Crossroads Crash Software	Site license* To Be Installed on June 1, 2020 w/ bill due 7/1/2020	\$
	Total Additional Required Software--	\$ _____
Property & Evidence Hardware	Zebra and Topaz label printers, signature pads and scanners	<u>\$ 5,889.77</u>
	Total P&E Hardware Costs	\$ <u>5,889.77</u>
Duo Software (2FA)	2FA Software (Annually)	\$ 7,424.00
Endpoint Protection	Carbonblack security software for dispatch computers	\$ 644.80
MS Core CAL	Client access license for Window machines for Dispatch computers	\$ 1,580.00
MS Office CAL	Microsoft Office license for dispatch computers	\$ 1,536.00
	Total Software Costs	\$ <u>11,184.80</u>
Desktop Computer	Dell 7060 SFF 5 Year Warranty Plus Tariff Increase for Dispatch plus extra video card	\$ 4,000.00
22" Monitor	Dell P2117H for Dispatch (4 per computer)	<u>\$ 3,232.00</u>
	Total Hardware Costs...	\$ <u>7,232.00</u>
PCM-G Network Services	Network services to configure and establish the network between Menifee and Murrieta	\$ 31,601.77
internet (Failover)	Failover Internet Connection (Monthly)	\$ 899.00
internet (Primary)	Primary Internet Connection- Shared Cost (Monthly)	\$ 668.98
	Total Network Services Cost	\$ <u>33,169.75</u>
	Grand Total (does not include taxes)	\$ <u>176,158.18</u>

NOTE:

Central Square ~~agreed~~ agreed to payment terms of 50% at start ~~and~~ 50% at go live