

**AGREEMENT BETWEEN
THE CITY OF ALBANY
AND
KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT**

**FOR PROJECT:
POLICE DISPATCH AND RECORDS SERVICES AGREEMENT
(as defined in agreement effective 7/1/2017-6/30/2020)**

**AMENDMENT #1 OF AGREEMENT
(For Internal Tracking No. C20-57 for 2017 Agreement)**

This AMENDMENT #1 OF AGREEMENT FOR CONSULTANT SERVICES is made and entered into on this 1st day of July, 2020, by and among the City of Albany a California charter city (“CITY”) and Kensington Police Protection & Community Services District (KPPCSD).

In consideration of the mutual covenants and conditions set forth herein the original 2017 Agreement (Internal Tracking #C20-57), the parties agree as follows:

Per request by the CITY, the original Agreement in 2017 (labeled as #C20-57) shall be modified as follows: amend said agreement to extend an additional three years. This AMENDMENT #1 OF AGREEMENT shall be made part of the original 2017 AGREEMENT (copy attached labeled #C20-57). Original 2017 Agreement was for the period of three years (7/1/2017-6/30/2020) and is extended an additional three years until 6/30/2023.

Compensation for the AMENDMENT #1 OF AGREEMENT shall be in the amount not to exceed \$105,000, for first Amendment Year (7/1/2020-6/30/21) with Annual Adjustments according to original 2017 Agreement attached, Section #4 – (Agreement Costs), #E (Annual Adjustment) for Amendment #1 to Agreement for years two and three based on Consumer Price Index formula as stated in the attached original 2017 Agreement.

All work shall continue to be in compliance with the original 2017 Agreement attached herein referred to as #C20-57 for tracking purposes, and in accordance with its approved Scope of Work, including any agreed upon modifications or extensions to the Scope of Work.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT #1 OF AGREEMENT to original 2017 Agreement labeled #C20-57 to be executed the day and year first above written.

CITY OF ALBANY:

**KENSINGTON POLICE PROTECTION &
COMMUNITY SERVICES DISTRICT:**

By: Nicole Almaguer
Nicole Almaguer, City Manager

By: _____
(Authorized Officer)

Date: 6/2/2020

Date: _____

Attest: Anne Hsu 6/2/2020
Anne Hsu, City Clerk with date

Attachment: Original 2017 Agreement commencing July 1, 2017, Labeled #C20-57

POLICE DISPATCH AND RECORDS SERVICES AGREEMENT

This Police Dispatch and Records Services Agreement (hereinafter "Agreement") is made and entered into by and between the City of Albany, a municipal corporation (hereinafter "Albany"), and the Kensington Police Protection and Community Services District, a California public services special district (hereinafter "KPPCSD"). Albany and KPPCSD may be collectively referred to herein as the "parties."

RECITALS

- A.** The Albany Police Public Safety Dispatch Center is a primary Public Safety Answering Point (PSAP) as defined by the Federal Communications Commission (FCC PSAP Registry Identification #525).
- B.** The Albany Police Public Safety Dispatch Center provides essential public safety dispatch communications and performs a variety of routine records functions related to the use of computerized dispatch and police information systems and databases.
- C.** KPPCSD wishes to contract with Albany for the provision of emergency PSAP telephone, police dispatch and records management services.
- D.** Contracting for the provision of said services will result in cost savings and increased public safety efficiencies for both parties.

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

1. SCOPE OF POLICE DISPATCH AND RECORDS SERVICES

After the technology and infrastructure is in place, which the parties estimate to occur on or about July 1, 2017, Albany shall provide to KPPCSD the services ("Police Dispatch and Records Services") described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.

2. TERM

This Agreement shall become effective on the date the Agreement is fully executed. Upon execution of this Agreement, Albany will begin implementation of acquiring and building the technology and infrastructure to provide Police Dispatch and Records Services to KPPCSD. The Police Dispatch and Records Services provided by this Agreement shall be for a period of three (3) years commencing once Albany has the technology and infrastructure in place and begins providing the Police Dispatch and Records Services, which the parties estimate will be July 1, 2017, and, thus, ending on June 30, 2020 ("Termination Date").

3. TERMINATION

- A. **Termination without Cause.** Neither party may terminate this Agreement without cause within the first two (2) years of this Agreement. If either party wishes to terminate this Agreement without cause after two (2) years and before the Termination Date, said party shall deliver a one-hundred twenty (120) day written notice to the other party of its intent to terminate.
- B. **Termination for Cause.** If either party fails to cure any material breach, following notice and opportunity to cure, either party, upon written notice to the other, may terminate this Agreement for cause. The termination shall be effective not less than ninety (90) days from the date of the notice or such longer time as determined by both parties.
- C. **Licenses.** Upon termination of this Agreement, licenses to systems and application software shall be distributed as listed in Exhibit "B." All costs and responsibility for data conversion associated with KPPCSD's data shall be KPPCSD's responsibility.

4. AGREEMENT COSTS

In consideration of Albany's performance of the services described in Paragraph 1 and Exhibit A, KPPCSD shall pay annually, pursuant to items 4A through 4F below, for the services rendered under this Agreement.

- A. **PSAP and Police Radio Dispatch Services:** \$80,000
- B. **Records Management Services:** \$5,000
- C. **Technology Services:** \$12,000
- D. **Total Annual Cost for Agreement:** \$97,000
- E. **Annual Adjustment.** The Total Annual Cost for Agreement is subject to annual adjustments at the beginning of the fiscal year (July 1) based upon the Consumer Price Index, Consolidated Metropolitan Statistical Area covering San Francisco-Oakland-San Jose, for the twelve (12) month period ending April 30 of the preceding year, or five percent (5%), whichever is lower. This annual calculation will be based upon the Total Annual Cost for Agreement shown in Item 4D above irrespective of Item 4F below.
- F. During the first year of the Agreement, the PSAP and Police Radio Dispatch Services cost will be prorated to \$53,333, resulting in a first-year/one-time Total Annual Cost for Agreement of \$70,333.
- G. Upon completion of twelve (12) months of continuous service under the terms of this agreement, parties agree to meet and discuss the Technology Services fee and adjust it if necessary to reflect actual costs for providing the services described in Exhibit "A".

5. PAYMENT

Once Albany begins providing services under the Agreement, Albany shall send an annual invoice (July 1) to KPPCSD which shall include the fee for PSAP and Police Radio Dispatch Services, Records Management Services, and Technology Services. KPPCSD shall pay annual invoices within thirty (30) calendar days of the date of the invoice. After thirty (30) calendar days, payment shall be considered late and a material breach under Paragraph 16 of this Agreement.

6. COMPUTER AIDED DISPATCHING AND RECORDS MANAGEMENT (CAD & RMS) SYSTEMS

KPPCSD will purchase and/or license all Sun Ridge Systems CAD and RMS software necessary to implement this Agreement, including licensed ancillary modules, to the multi-agency versions of the software and pay all implementation costs related to the software system upgrade, including hardware, to enable the software and Albany staff to provide Dispatch and Records Services to both parties.

Upon completion of the purchase and installation of CAD software, including licensed ancillary modules and necessary hardware, KPPCSD data and software will be migrated over to Albany's CAD system and shall be supported as part of Albany's system, at which point KPPCSD will be deemed an add-on agency to Albany.

7. AUTHORIZED REPRESENTATIVES; QUARTERLY MEETINGS

The Albany City Manager and the KPPCSD General Manager are the authorized representatives of Albany and KPPCSD respectively for purposes of administration of this Agreement. These Managers, or their designees, shall meet quarterly or as needed to discuss issues pertaining to:

- Operational issues, including changes to service delivery
- Technical issues related to information technology and system components
- Dispatch operational issues related to field unit reporting and system status management

Additionally, these Managers, or their designees, may from time to time agree in writing to modify the services described in Exhibit A as deemed necessary to further the purposes of this Agreement.

8. ADDITIONAL USERS OF THE DISPATCH CENTER

Both parties acknowledge and agree that Albany may provide dispatch services to other agencies, including the Albany Fire Department, without the consent of KPPCSD.

9. NONDISCRIMINATION

The parties shall 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, or sex.

10. 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.

11. CONFIDENTIAL INFORMATION

- A. Defined.** The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each Recipient shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Both parties acknowledge that either party may be required to release information under requests made under the provisions of the California Public Records Act or the laws governing discovery in civil or criminal litigation.

B. Standard of Care. Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

C. Survival. The terms of this Paragraph 11 shall survive termination of this Agreement.

12. INDEMNIFICATION.

A. Indemnification and Hold Harmless. Each party shall indemnify, hold harmless, and defend the other party (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from that party's performance, or failure to perform, under this Agreement.

B. Copyright and Patent Indemnification. Claims which trigger Albany's responsibility under Paragraph 12A shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit A infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Albany shall, in its reasonable judgment and at its option and expense: (i) obtain for the parties the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Albany shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by KPPCSD or if the alleged infringement is the result of a modification made by KPPCSD.

13. FORCE MAJEURE

If by reason of force majeure Albany is unable in whole or in part to perform the services under this Agreement, Albany shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State 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 Albany.

14. RELATIONSHIP OF THE PARTIES

It is expressly understood that this is an agreement between two independent contractors

and that no agency, employee, partnership, joint venture or other relationship is established by the Agreement. 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. The employees of Albany and KPPCSD shall remain employees of each respective party and shall not by virtue of this Agreement become employees of the other party or become entitled to receive compensation or benefits from the other party.

15. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional policies and procedures, which may be required to carry out the terms of this Agreement.

16. MATERIAL BREACH; NOTICE OF DEFAULT

If either party ("demanding party") has a reasonable, good faith belief that the other party ("defaulting party") has committed a material breach of the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party. As used in this Agreement, the term "material breach" shall refer to a failure of either party to comply with its obligations under this Agreement in a manner which substantially affects the rights of the other party.

17. CONTINUOUS SERVICE DELIVERY

Albany agrees that there is a public health and safety obligation to assist KPPCSD in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Albany disagrees with the alleged determination of material breach. Accordingly, Albany will continue to provide services under this Agreement during any dispute resolution process. Additionally, in the event the Agreement is terminated for any reason, Albany shall cooperate with KPPCSD in its transition to a new service provider.

18. WARRANTY

Albany provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Albany specifically disclaims any implied warranties of title, merchantability, fitness for a purpose, and non-infringement. KPPCSD acknowledges that the systems may not operate totally without interruption. Albany makes no representations, warranties, or guarantees regarding uptime for the systems. Albany 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 Albany until a resolution is achieved. If a total or partial failure should occur, Albany Police dispatch shall continue to dispatch for KPPCSD using whatever manual methods may be necessary and provide the same level of service they would for the Albany Police Department.

19. DISPUTE RESOLUTION

- A.** In the event that either party disputes any provision or interpretation of or performance under this Agreement, including cost of service or billing, or contends there has been a material breach of the Agreement, the parties shall meet to attempt to resolve the dispute. Disputes not resolved at the City/General Manager and Police Chief (or his/her designee) level may be escalated by giving written notice to the other party of the need to proceed with mediation. It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible.
- B.** Within ten (10) business days from the effective date, pursuant to Paragraph 20, of written notice from one party to the other indicating that a dispute is to be mediated, the parties shall mutually select one person who shall mediate the dispute. The parties should select a qualified professional with expertise in the subject matter of the dispute. If the parties are unable to mutually agree upon a mediator within fourteen (14) business days following the notice, the parties shall each designate one person as a mediator within twenty (20) business days following the notice.
- C.** These two designated mediators shall mutually select a third mediator (also a qualified professional with expertise in the subject of the dispute) within twenty (20) business days of the notice. The one selected mediator shall mediate the dispute. The mediation shall be completed within thirty (30) business days of the appointment of the mediator. The mediation shall be conducted in accordance with the discretion of the mediator. However, if the mediator is unable to resolve the dispute within thirty (30) business days and the parties do not agree to an extension of time, the mediator shall submit specific and written recommendations for full resolution of the dispute within ten (10) business days thereafter. The parties shall consider the written recommendations of the mediator.
- D.** 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.

20. 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: City of Albany
Attn: City Manager
1000 San Pablo Ave.
Albany, CA 94706

To: KPPCSD
Attn: General Manager
217 Arlington Ave,
Kensington, CA 94707

With a Copy To:
City Attorney
1000 San Pablo Ave.
Albany, CA 94706

With a Copy To:
General Counsel
217 Arlington Ave,
Kensington, CA 94707

21. 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.

22. 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.

23. 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 Alameda.

24. ASSIGNMENT AND DELEGATION

This Agreement, and any portion thereof, shall not 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.

25. SUCCESSORS

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

26. MODIFICATIONS

This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Authorized Representatives of both parties.

27. 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.

28. 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.

29. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, 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. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. 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 City of Albany and the Kensington Police Protection and Community Services District. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF ALBANY

KPPCSD

By: *[Signature]*
Title: City Manager *Penelope Exampley*
Date: *5/16/17*

By: *[Signature]*
Title: General Manager *Rocky Hull*
Date: *5/23/17*

Attest: *[Signature]*
Title: City Clerk *Nicole Almaguer*

Attest: *[Signature]*
Title: District Administrator *Lynn M. Walter*

Approved as to Form: *[Signature]*
Title: City Attorney *Craig Labadie*

Approved as to Form:
Title: General Counsel

EXHIBIT "A"
Scope of Services

- I. During the term of this Agreement, Albany shall provide to KPPCSD and be responsible for the services described in this Exhibit "A".
- A. Police General Dispatch Service
1. Provide all dispatch services identified in this Exhibit "A" to all KPPCSD police officers.
 2. Receive and respond to all 911 calls for police services for KPPCSD twenty-four (24) hours a day, seven (7) days a week. 911 telephone lines will be answered using a generic greeting such as, "Emergency Services" or "9-1-1 Emergency."
 3. Receive and respond to all non-emergency calls for police services for KPPCSD twenty-four (24) hours a day, seven (7) days a week utilizing a dedicated non-emergency police services telephone line which will be answered using a greeting such as, "Kensington Police" or "Police Services."
 4. Transfer all emergency fire and medical calls to a secondary PSAP for dispatch.
 5. Transfer all 911 telephone calls to a secondary public safety answering point when determined to be appropriate.
 6. Monitor and reply to all emergency radio traffic from KPPCSD twenty-four (24) hours a day, seven (7) days a week.
 7. Monitor and reply to all non-emergency radio traffic from KPPCSD twenty-four (24) hours a day, seven (7) days a week.
 8. Provide call-out notifications as directed by KPPCSD for incidents requiring

response from KPPCSD's off-duty police department personnel or mutual aid resources.

9. Utilize appropriate radio and computer-aided dispatch (CAD) systems for police dispatching services.
10. Make telephone calls for police officers to request tow trucks, taxi cabs, and other resources.
11. Use KPPCSD unit requirements for dispatching calls for service to KPPCSD officers.
12. Prioritize response per Albany Lexipol Policy.
13. Use tone alerts, and Code 33 activations per Albany emergency protocols.

B. Police Dispatch Technology Criteria and Guidelines

1. Operate and maintain a computer-aided dispatch (CAD) system that is capable of:
 - a. Tracking the status of KPPCSD's on-duty police units' activity and availability.
 - b. Assigning report numbers for incidents.
 - c. Ensuring that Albany systems and electronic interfaces are maintained and working.
2. Utilize the East Bay Regional Communications System Authority (EBRCSA) radio system for dispatch communications.
3. Operate KPPCSD police dispatch on a mutually shared radio channel: both KPPCSD and Albany, will communicate on Albany's main radio channel.

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

1. 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.
2. The Albany Administrative Sergeant will be the main contact for any issues related to the applications and will contact Albany Information Technology Support/Help Desk personnel following Albany's current normal business hour (0800 hours to 1700 hours) and after-hour (1700 hours to 0800 hours) procedures.
3. Host and maintain the servers, CAD and RMS along with ancillary applications, databases, system administration, and necessary local interfaces for the systems.
4. Maintain and support the servers and the hardware necessary for the operation of the systems.
5. Monitor new technology to maintain technologically current systems.
6. Be solely responsible for determining the hardware and software that will maximize benefits to both Albany and KPPCSD.
7. Provide the ability for designated KPPCSD workstations (including MDCs) to perform CLETS queries.
8. Assist KPPCSD to resolve any issues with the operation of the mobile software as a result of issues with the CAD application.
9. Create accounts necessary for KPPCSD to access the CAD and RMS applications within five (5) days of the date that request is received from KPPCSD.

10. Be responsible for all CAD file maintenance including user accounts, CAD terminals, and periodic software updates.
11. Report and track issues with the CAD/ RMS vendor.
12. Respond to Public Records Act requests or similar requests and subpoenas for incidents and/or addresses located in Albany.

D. Network Connectivity

1. Provide a dedicated connection at Albany's dispatch center to establish communications with KPPCSD's network to allow for connectivity with CAD and RMS.

E. Ancillary Services

1. Conduct inquiries for officers into federal, state, and local databases through the California Law Enforcement Telecommunications System (CLETS).
2. Complete mandated entries into federal and state databases (e.g., MUPS, DVROS, AFS, SVS).
3. Be the Custodian of Record of all PSAP telephone audio recordings.
4. Process audio recording requests for criminal, civil, and internal cases that are recorded by Albany and provide copies of records to KPPCSD following Albany's request procedure.
5. Albany Administrative Sergeant will be responsible for CJIS audits, yearly training and sign-offs for Albany only.
6. Maintain and manage the ORI (Originating Agency Identifier) and mnemonics for both Albany and KPPCSD with the DOJ, if the DOJ approves the consolidated CAD network and system to be one system. If DOJ considers the consolidated CAD network and system to be two separate systems, Albany will maintain and manage the ORI and mnemonics for Albany only.

F. Mobile Data Computer (MDC) System

1. Maintain a NetMotion license to provide the connectivity of up to seven (7) KPPCSD MDCs to the Albany CAD system.
2. Assist KPPCSD as necessary to resolve any issues in support for the mobile data computers or issues related to networking or connectivity between the two agencies involving the CAD system.

II. During the term of this Agreement, KPPCSD shall provide to Albany and be responsible for the following actions:

G. Police General Dispatch Service

1. Provide updated rosters for all personnel to Albany when KPPCSD staffing changes occur.
2. Notify Albany prior to conducting any special operations with an "OPS" plan, including personnel involved and location(s).
3. Conform to Albany incident call types and call disposition codes.
4. Follow established complaint procedures to address personnel and dispatching issues.
 - a. Orders received from the Albany Public Safety Communications Center are

official KPPCSD/Kensington Police Department orders and will be treated as such. Personnel receiving such orders shall comply.

- b. In the event of a dispute between an Albany dispatcher and KPPCSD field personnel, the dispute shall be referred to the employee's direct supervisor. That supervisor shall, in turn, contact the involved employee's direct supervisor in the other agency for resolution.
- c. Issues unrelated to personnel complaints should be addressed at the line supervisor level initially. If resolution isn't achieved for any type of issue, it shall be forwarded to the appointed agency liaison for resolution.
- d. Proposed operational or procedural changes should be directed to the Albany Administrative Sergeant and KPPCSD liaison.

H. Computer-Aided Dispatch and Records Management System

1. Establish and maintain its own telephone line(s) services required of this Agreement.
2. 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 KPPCSD.
3. Submit a request to create a network account and accounts for CAD and/or RMS applications for a new hire to Albany.
4. Notify Albany immediately of any separated KPPCSD employee so that the respective network and CAD/RMS accounts can be deactivated.
5. Manage RMS user accounts, all agency specific code table maintenance, UCR, and ad hoc reporting.
6. Purchase and install RMS on KPPCSD's workstations.
7. Support KPPCSD's records workstations. Albany will assist KPPCSD as necessary to resolve any issues; however, KPPCSD is responsible for any costs associated with the resolution of an issue if it is not related to the RMS application.
8. Provide all ad hoc reporting (using RiMS Reports or other tools) from the CAD data warehouse and RMS database. KPPCSD will be provided access to the databases to create the necessary reports.

I. Network Connectivity

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

J. Ancillary Services

1. KPPCSD will be responsible for CJIS audits, yearly training and sign-offs for KPPCSD.
2. KPPCSD will be responsible for lawful operation and use, and security of, CAD, RMS, MDC systems and their associated data, including but not limited to CLETS, Criminal Offender Record information (CORI), and Personally Identifiable Information (PII), and
3. Maintain and manage the ORI (Originating Agency Identifier) and mnemonics for KPPCSD, if the DOJ does not approve the consolidated CAD network and

system to be one system. If the DOJ approves the consolidated CAD network and system to be one system, Albany will be responsible for the ORI and mnemonics for KPPCSD.

K. Mobile Data Computer (MDC) System

1. Provide CAD and RMS compatible MDC hardware and software.
2. Provide hardware support for the mobile data computers or issues related to networking or connectivity between the two agencies. Albany will assist KPPCSD as necessary to resolve any issues; however, KPPCSD is responsible for any costs associated with the resolution of an issue if it is not related to the CAD application.

**EXHIBIT "B"
Software Licenses**

Upon termination of this Agreement, licenses to systems and application software shall be retained by the license holder as provided below. All costs and responsibility for any data conversion associated with KPPCSD's data shall be KPPCSD's responsibility.

SOFTWARE	VENDOR	LICENSE HOLDER
RiMS CAD	Sun Ridge Systems	Albany
RiMS Albany Records Management System Modules	Sun Ridge Systems	Albany
RiMS KPPCSD Records Management System Modules	Sun Ridge Systems	KPPCSD
Mobile VPN	NetMotion	Albany
Telephone Communications Recording	Digital Loggers Inc.	Albany
Windows 7 Operating System (found on MDC's)	Microsoft	KPPCSD
Any MDC Windows Operating System Upgrades	Microsoft	Albany