



Item No. 13 Town of Atherton

CITY COUNCIL STAFF REPORT – CONSENT AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

THROUGH: STEVEN D. MCCULLEY, CHIEF OF POLICE

FROM: SHERMAN HALL, SERGEANT

DATE: SEPTEMBER 20, 2017

SUBJECT: POLICE DEPARTMENT RADIO RECEIVER EXPANSION

RECOMMENDATION

1. Direct the City Attorney to prepare and the City Manager to execute a memorandum of understanding between the Town of Atherton and the Menlo Park Fire Protection district to use their facilities to expand radio coverage for the Police Department.
2. Authorize the expenditure of no more than \$41,000 to purchase and install new equipment on Fire District facilities as well as a cellular telephone site on Haven Avenue in Menlo Park.

BACKGROUND

The FY 2017/18 supplemental budget request included \$41,000 in funding for expanded reception areas for radio system. The project contemplates adding radio receiving sites at Menlo Park Fire District Stations 2, 4, and relocating a site from Station 5 to a cellular site on Haven Avenue. This project leverages an agreement to share radio communications infrastructure with the Menlo Park Police Department.

ANALYSIS

The Atherton Police Department radio system consists of a transmitter located at 83 Ashfield Road. Mobile radios transmit to receiving sites located in or near Atherton's jurisdiction. Using technology the system "votes" on the strongest signal among the receiving sites and repeats the transmission on the primary transmitter, allowing all mobile units to hear the transmission.

The system currently has receiving sites at 120 Reservoir Road (California Water Service), 4101 Fair Oaks Lane (Menlo Park Fire Station 5), and 300 Middlefield Road (Menlo Park Fire Station 1). This configuration provides reasonable reception, but does have gaps which make it difficult for mobile units to transmit.

This project contemplates expanding the number of receiving sites to include new locations at 3322 Alameda de las Pulgas (Menlo Park Fire Station 4) and 2290 University Avenue (Menlo Park Fire Station 2). It also relocates the receiving site at Menlo Park Fire Station 5 to a cellular antenna site on Haven Avenue in Menlo Park.

This project will achieve the following objectives:

- Improve transmissions in the Alameda de las Pulgas corridor between Stockbridge and Valparaiso (and beyond).
- Improve transmissions in the Ridgeview Road area.
- Expand the transmission areas in the 101 corridor, both north of 101 and Marsh and south of 101 and University Avenue.
- Improve transmission capability in the east Menlo Park and East Palo Alto areas.

Officers rely on their radios as safety equipment. Providing reliable and understandable transmission capability is essential. Moreover, Atherton provides mutual aid services to adjacent areas, including the jurisdictions where the system will have more reliable communications.

Atherton currently shares the costs of dedicated communications circuits between Fire Station 1, California Water, and the Menlo Park Police Department. The Menlo Park Police Department currently maintains reception facilities at the new sites contemplated in this expansion. Atherton would share the cost of the communications circuits and maintenance with Menlo Park for these new locations.

POLICY FOCUS

Correcting the coverage gaps within the jurisdiction improves safety for both the residents and the officers. Expanding the radio system reception footprint provides safety for the officers when traveling outside the jurisdiction.

Sharing infrastructure with Menlo Park allows Atherton to economically expand its infrastructure without degrading Menlo Park's service. Atherton does not incur the costs associated with new equipment and maintenance.

Specialized expertise for radio services is required for installing the new components without interfering with other systems at these locations.

FISCAL IMPACT

A technology infrastructure cost of \$41,000 was budgeted in the Police Department supplemental budget for this project. The installation work will be performed on a sole source basis by Telecommunications Engineering Associates (TEA), the radio communications provider which installs and maintains the Atherton Police, Menlo Park Police, and Fire District radio systems.

The MOU with the Fire District for installation of the equipment on their property calls for compensation in the amount of \$1.00.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service provides (water, power, and sewer), and regional elected officials.

ATTACHMENTS

- Memorandum of Understanding between the Menlo Park Fire Protection District and the Town of Atherton regarding the installation and use of police communications at District Fire Stations 1, 2, 4, and 5.

MEMORANDUM OF UNDERSTANDING BETWEEN THE MENLO PARK FIRE PROTECTION DISTRICT AND THE TOWN OF ATHERTON REGARDING THE INSTALLATION AND USE OF POLICE COMMUNICATIONS AT DISTRICT FIRE STATIONS NO. 1, 2, 4, AND 5

The Menlo Park Fire Protection District (hereinafter, “**District**”), a Fire Protection District in the County of San Mateo, whose jurisdiction includes the Town of Atherton (hereinafter, “**Town**”), a municipal corporation, agree to this Memorandum of Understanding (“**MOU**”) as of August 1, 2017 (“**Effective Date**”). District and Town may be referred to individually as “**Party**” and collectively as “**Parties.**”

I. Purpose.

A. This MOU is entered into by the Parties based on the following facts, circumstances and understandings:

- 1.** The District owns real property at 300 Middlefield Road, Menlo Park CA (“**Fire Station No. 1**”), 2290 University Avenue, East Palo Alto CA (“**Fire Station No. 2**”), 3322 Alameda De Las Pulgas, Menlo Park CA (“**Fire Station No. 4**”), 4101 Fair Oaks Avenue, Menlo Park CA (“**Fire Station No. 5**”) (collectively, the “**Premises**”).
- 2.** The Town provides local law enforcement services within portions of the District’s boundaries and desires to install the public safety communications equipment described more particularly in Exhibit A attached hereto (the “**Communications Equipment**”) on the Premises to enhance Town public safety communications capabilities.
- 3.** District is willing to allow the Town to install and maintain the Town Communications Equipment at specified locations set forth in Exhibit A (collectively, the “**Sites**”) on the Premises for the Permitted Uses identified in Section III subject to the terms and conditions set forth in this MOU.

II. Term.

This MOU shall commence on the Effective Date and will continue to remain in effect until terminated by either Party in writing with sixty (60) days advance written notice or for cause as indicated in this MOU (the “**Term**”).

III. Permitted Uses; Town and District Responsibilities.

- A.** The Sites identified on the Premises in Exhibit A may be used by the Town solely for the purposes of installing, maintaining and operating the Communications Equipment.
- B.** The Town may install, place, attach and affix to the Premises such antennas, radio transmitting and receiving equipment, conduits, wires, batteries and related equipment identified in Exhibit A at the designated Sites on the Premises.
- C.** Town may perform construction, maintenance, repairs, additions to, and replacement of Communications Equipment as necessary and appropriate for its ongoing business. The Town shall be responsible for all work necessary to prepare, modify, and maintain that portion of the Premises required for the Town's Communication Equipment.
- D.** Under no circumstances shall Town's use of the Premises interfere with the District's use of the Premises.
- E.** Town shall provide compensation in the amount of One Dollar (\$1.00) to District for use of District Premises under the terms of this MOU.
- F.** District shall not be responsible for any damage to Town's Communications Equipment. Repairs for damage caused by the Town or the Town's agents to the District's premises, property or equipment will be the responsibility of the Town.
- G.** Following initial installation of the Communications Equipment, any modification, maintenance, improvements, removal, or additions to the Premises and or Communications Equipment by Town must be pre-approved by the District. Maintenance or any other work to be performed by Town at the Premises must be pre-approved and scheduled with the District in writing at least fifteen (15) days in advance, unless an emergency situation exists. District shall provide access to the Premises upon reasonable request. The District may deny requested modification, improvements, removal, or additions in the sole and exclusive discretion of the District.
- H.** This MOU is not an interest in real property, but a revocable license.
- I.** Town is responsible for ensuring that its employees and agents conduct work in compliance with a District approved safety plan and all other federal, state and local laws.

IV. Interference with Communications.

- A.** Town hereby agrees that any Communications Equipment the Town installs or operates on the Premises shall not interfere with any communications configurations, frequencies, operating equipment or other operations of District.

- B.** District shall have the right to remove or disable any Town Communications Equipment that interferes with District communications configurations, frequencies, operating equipment or other operations at the Town's sole expense and without advance notice to Town; provided however, that District will endeavor to provide such notice when possible.

V. Insurance.

- A.** During the Term of this MOU, the Town and any company, agency, agent or person assigned by Town to install, maintain or perform work on the Premises shall maintain the following insurance:
 - 1.** Worker's Compensation insurance in the amount meeting all applicable requirements of California law;
 - 2.** Commercial General Liability Insurance having minimum coverage limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate; and
 - 3.** Automobile Insurance (symbol 1) having minimum coverage limits of not less than one million dollars (\$1,000,000).
- B.** The Town shall deliver to District certificates of insurance evidencing such coverage and naming District as an additional insured. Policy forms, endorsements and insurance carriers provided by Town to District to satisfy the requirements of this Section shall be subject to District's reasonable approval authority.
- C.** Coverage afforded hereunder shall not be cancelled or otherwise reduced in coverage without thirty (30) days advance written notice to District.

VI. Indemnity.

- A.** Town agrees to indemnify, hold harmless and defend District and all its successors and assignees, and its officers, directors, agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney's fees and costs of suit arising from or occasioned by any act, omission, or negligence of the Town or its agents, officers, servants or employees, in the performance of this MOU.
- B.** District agrees to indemnify, hold harmless and defend Town and all its successors and assignees, and its officers, directors, agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney's fees and costs of suit

arising from or occasioned by any act, omission, or negligence of the District or its agents, officers, servants or employees, in the performance of this MOU.

VII. Termination.

- A. This MOU may be terminated by either Party upon the provision of sixty (60) days advance written notice to the other.
- B. The District shall have the right to immediately terminate this MOU upon the discovery of any unauthorized equipment installed by the Town or its agents or vendors.
- C. Upon termination, Town agrees to remove all Communications Equipment and restore the Premises to District's satisfaction. In the event Town fails to comply with this requirement, District is authorized, upon the provision of fifteen (15) days advance written notice to remove all Town Communications equipment at the Town's sole expense. Any dispute between the Parties under the terms hereof shall be resolved by mediation or if unsuccessful, by binding arbitration.

VIII. Miscellaneous Provisions.

- A. Governing Law. The rights and obligations of the Parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any action arising from this MOU shall lie in San Mateo Superior Court or the appropriate federal district court for the Northern District of California.
- B. Entire Agreement. This MOU contains the full and entire agreement between and among the Parties with respect to the entire subject matter hereof and supersedes any and all previous or contemporaneous agreements and discussions, whether written or oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings are merged herein, and no representations by and Party not embodied herein shall be valid or binding.
- C. Amendment. This MOU may be amended only by a subsequent writing signed by all Parties to the MOU.
- D. Severability. The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other of the provisions of this MOU.
- E. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be deemed an original; however all such counterparts shall constitute but one and the same instrument with the Effective Date hereof being the date set forth above herein.

- F. Assignment.** Neither Party will assign or transfer any interest in this MOU without the prior written consent of the other Party which shall not be unreasonably withheld or delayed, and any attempt by Party to assign this MOU or any rights, duties or obligations arising hereunder without such consent shall be void and of no effect.
- G. Notices.** All notices or other communications required hereunder shall be in writing and shall be personally delivered, or sent by national overnight courier service, or sent by facsimile transmission if also sent by one of the other methods provided in this Section, or sent by registered or certified mail, return receipt requested, and shall be deemed delivered upon the earlier date of (a) the date of delivery to the address of the person to receive such notice or (b) three (3) business days after the date of posting the United States Postal Service at the following addresses:

If to District:

Menlo Park Fire Protection District
170 Middlefield Road
Menlo Park CA 94025
Attn: Fire Chief

If to Town:

Town of Atherton
91 Ashfield Rd
Atherton, CA 94027
Attn: Chief of Police

- H. Authority to Execute.** Each person signing this MOU warrants and represents that, to the extent he or she is executing this MOU for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and on behalf of said entity and instructed by those having the requisite authority to cause said entity to make and enter into this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the Effective Date set forth above.

Date: _____

Date: _____

MOU BETWEEN MENLO PARK FIRE PROTECTION DISTRICT AND TOWN OF ATHERTON RE:
COMMUNICATION EQUIPMENT

EXHIBIT A

Station	Location of Equipment	Description of Equipment
Fire Station No. 1:	Inside the radio closet in the drill tower. Antenna on roof of drill tower.	One UHF radio base station, power supplies, antennas and associated telephone line multiplexers.
Fire Station No. 2:	Inside the radio communications building. Antenna on monopole. (Antenna shared with MPPD).	One UHF radio base station, power supplies, receiver multi-coupler, antennas and associated telephone line multiplexers.
Fire Station No. 4:	Inside office closet. Antenna on roof. (Antenna shared with MPPD).	One UHF radio base station, power supplies, receiver multi-coupler, antennas and associated telephone line multiplexers.
Fire Station No. 5:	Inside generator room. Antenna on roof.	One UHF radio base station, power supplies, antennas and associated telephone line multiplexers.