



Agenda Date: 10/13/2015
Agenda Item: 3.6

STAFF REPORT

Date: September 22, 2015
To: Bryan H. Montgomery, City Manager
From: Chris Thorsen, Chief of Police
SUBJECT: Adopt Resolution Authorizing the City Manager to Execute a Contract between the City of Oakley and the Office of the Sheriff, Contra Costa County for Dispatch and 911 Communication Services

Approved and Forwarded to the City Council:

Bryan Montgomery, City Manager

Background and Analysis

Since incorporation, the City of Oakley has contracted for dispatch services with the Office of the Sheriff. These services include answering 911 emergency calls, dispatching field units to calls, handling warrant confirmations, making entries into the California Law Enforcement Teletype System (CLETS), and various other tasks associated with supporting law enforcement services. As a contract city, dispatch related services have been covered under the umbrella contract for police services with the County.

The City of Oakley is separating from the contract for police services, however we will be maintaining our contractual relationship with the County for dispatching services. This new contract is attached for review and consideration by Council. The contract covers answering 911 emergency calls, dispatching units in the field and a host of other support functions. However there are services the County will no longer provide as part of the contract.

As an example, the dispatch contract does not cover the routine entry of items into CLETS, emergency call outs, confirmation of warrants held by the Oakley Police Department and the confirmation of stolen vehicles will no longer be handled by the Sheriff's Communication Center. These functions will be handled by records staff in the newly forming Police Department and/or by on duty police officers if the need arises. These additional duties were anticipated in the analysis when the decision was made to form our own, standalone Police Department.

On May 6th of 2016, the Sheriff's Office will no longer be responsible for providing law enforcement to the City of Oakley. We will be continuing to use the Sheriff's Office for dispatch services. The terms of the attached contract are for the provision dispatch services from May 1st, 2016 to April 30th, 2021. On an annual basis, the work load generated by the City of Oakley will be evaluated and the cost adjusted by the County. The contract can be terminated by either party with a one year notice of cancellation.

The Office of the Sheriff contracts with several other law enforcement agencies for dispatch services. The City of Pittsburg, the City of San Ramon, and City of Moraga are examples of agencies that provide police services internally but maintain contracts for

dispatching through the Office of the Sheriff. The contracts for all these cities are the same as that being offered to the City of Oakley.

The methodology for assigning costs to each agency is straight forward. The Sheriff's Office calculates the total cost of operation for the communication center. Each agency contracting for services pays a share of the operating cost, based upon the number of calls received from that agencies jurisdiction. A percentage of workload is determined and the cost of operation is distributed proportionally. In this case, the City of Oakley represents slightly over 8% of the calls for service received by the dispatch center. The annual cost of operations for the center is approximately 6.8 million dollars. As a result, the City of Oakley's contract costs for dispatch are \$553,749.

Fiscal Impact

The cost for dispatch services for May 1st, 2016 through April 30th 2017 is to be \$553,749. These costs were anticipated and monies have been budgeted in the FY 2015/16 operating budget and the FY 2016/17 budget.

Recommendation

Staff recommends the City Council adopt the resolution authorizing the City Manager to execute the attached contract for services with the Office of the Sheriff.

Attachments

1. Resolution
2. Contract

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING A CONTRACT BETWEEN THE CITY OF OAKLEY AND
CONTRA COSTA COUNTY FOR THE PROVISION OF DISPATCH AND
EMERGENCY 911 SERVICES**

BE IT RESOLVED that the attached contract for dispatch and 911 services is approved and the City Manager is authorized to execute it on behalf of the City. The foregoing resolution was adopted at a regular meeting of the City Council of the City of Oakley held on the 13th day of October, 2015, by Councilmember _____, who moved its adoption, which motion being duly seconded by Councilmember _____, was upon voice vote carried and the resolution adopted by the following vote:

AYES:

NOES:

ABSTENTION:

ABSENT:

APPROVED:

Doug Hardcastle, MAYOR

ATTEST:

Libby Vreonis, CITY CLERK

Date

Contra Costa County
Standard Form A-3
Revised 2002

INTERAGENCY AGREEMENT
(County Provides Services)

Number
Fund/Org# 2510
Account # 2310
Other #

1. **Contract Identification.**

Department: Office of the Sheriff

Subject: Interagency Agreement between Contra Costa County Office of the Sheriff and Agency named below for police dispatching services.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: City of Oakley

Capacity: A public agency

Address: 3231 Main Street, Oakley, CA 94561

3. **Term.** The effective date of this Agreement is May 1, 2016 and it terminates on April 30, 2021 unless sooner terminated as provided herein.

4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$3,000,000.

5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: N/A

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: California Government Code 55631 and 55634.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By _____ Chairman/Designee	By _____ Deputy

AGENCY

By _____ (Signature of authorized Agency representative)	By _____ (Signature of authorized Agency representative)
_____ (Print name and title A)	_____ (Print name and title B)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: Kelso K...
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

SERVICE PLAN

- I. **Purpose.** The Contra Costa County Sheriff (hereinafter referred to as the County) will provide police dispatch services to the City of Oakley (hereinafter referred to as the City).
- II. **City's Obligations.** City shall make to the County those payments described in the Payment Provisions attached hereto by reference, subject to all the terms and conditions contained or incorporated herein.
- III. **County's Obligations.** County shall provide City with police dispatching services; including dispatching, call-taking, sending and receiving voice and data traffic, answering 911 calls, performing want checks and supervision and management thereof. County will not perform callouts of any nature, warrant confirmations, nor will it notify or receive request for warrant confirmation unless a mutually agreed upon reciprocity agreement exists. County will not send non-urgent teletype messages. County will not provide information and technology support for Mobile Data Computers (MDC), to include software upgrades or repairs. County will not perform radio repairs for subscriber radios mobile, portable, or base stations. County will provide CLETS/NCIC Transaction Responsibility as outlined in Attachment A. Services under this Agreement are limited to dispatch services only.

The City will provide County with one telephone number to which Dispatch will refer business callers and callout messages as appropriate. City agrees to monitor this line around the clock on a daily basis.

The City will provide and maintain Mobile Data Computers (MDC) in all Field enforcement vehicles except motorcycle and parking enforcement vehicles compatible with County Computer Aided Dispatch (CAD) and Records Management Systems (RMS). City will provide individual CLETS mnemonics for all MDC's and desktop CLETS terminals.

If operational adjustments to this Agreement are necessary the City will correspond with the Support Services Bureau Commander. The County will correspond with the City Chief of Police.

County will provide a Radio Channel for City to conduct Police operations which will be shared with other police agencies and County.

IV. **Payment Provisions.**

Invoice. An invoice will be provided by County to City on a quarterly basis. City will make payment to the Sheriff's Office no later than 30 days from the receipt of an invoice.

Initials: _____
Contractor

County Dept.

Cost. County will calculate cost of the Dispatch Agreement with the City based on apportioned amount of actual dispatching costs based on percentage of calls for service generated by the City. Calls for service are defined as an incident created in the Computer Aided Dispatch System as a result of performing all dispatching functions excluding out-of-service calls.

All other requests for services, such as special events or enhanced staffing above normal staffing levels, shall be paid for by City on a time and materials basis upon mutual written agreement.

Initials: _____
Contractor

County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

1. **Mutual Indemnification.** The County agrees to indemnify and hold harmless City for the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any persons, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of County, its officers or employees in the performance of the Agreement.

City agrees to indemnify and hold harmless County for City's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorney's fees, arising out of the willful misconduct or the negligent acts, errors or omissions of County, its officers or employees in the performance of the Agreement.

Contractor

County Dept.

OAKLEY Police Dispatch Costs - FY 15/16

Administrative Personnel Costs

Position	Salary/Benefits	Apportioned Time	Apportioned Share	Oakley PD Share @ 8.04%
Tech Svcs Captain		20.00%	\$0.00	\$0.00
Info Systems Project Manager		50.00%	\$0.00	\$0.00
Info Systems Technican II		30.00%	\$0.00	\$0.00
Info Systems Specialist III		30.00%	\$0.00	\$0.00
Info Systems Specialist III		30.00%	\$0.00	\$0.00
	\$0.00		\$0.00	\$0.00

Infrastructure Function		Annual Cost	Oakley PD Share 8.04%
Servers with VM Licensing and Storage	Dell	\$48,333.33	\$3,886.00
MOB. DATA ENCRYPTION	Radio IP	\$18,334.00	\$1,474.05
		\$66,667.33	\$5,360.05
	SUBTOTAL	\$66,667.33	SUBTOTAL \$5,360.05

FY 14/15 Estimated Comm Center Op Costs

(Includes Comm. Center MGR, Supervisors, and all Dispatchers.)

\$6,820,767.60

Oakley PD Share @ 8.04%
\$548,389.72

TOTAL \$553,749.77

Costs included in Comm Center Budget

Function	Vendor	Annual Cost	Oakley PD Share @ 8.04%
CAD/MDS/ RMS SOFTWARE	Tiburon	\$195,000.00	N/C
		\$195,000.00	

Oakley PD @ 8.04%	
Comm. Center Costs FY 14/15	\$553,749.77
Amount Due:	\$553,749.77

Attachment A

Stolen Vehicle System (SVS)

Entry	Update	Locate	Clear or Cancel
OAKLEY Officer*	OAKLEY Officer	OAKLEY Officer*	OAKLEY Officer*

OAKLEY PPTOW's and REPO's are entered by Communications. OAKLEY 10851's may be located per filed unit if workload permits.

Automated Boat System (ABS)

Entry	Update	Locate	Clear or Cancel
OAKLEY Officer	OAKLEY Officer	OAKLEY Officer	OAKLEY Officer

Automated Firearms System (AFS)

Entry	Update	Locate	Clear or Cancel
OAKLEY	OAKLEY**	OAKLEY *	OAKLEY*

* Transactions can be made by Communications upon request if urgent and workload permits.

** Guns are entered by investigation unless there is an officer safety involved, in which case they are entered by Dispatch.

Automated Property System (APS)

Entry	Update	Locate	Clear or Cancel
OAKLEY	OAKLEY	OAKLEY	OAKLEY

Supervised Release File (SRF)

Entry	Update
OAKLEY	OAKLEY

Missing/Unidentified Person System (MUPS)

MUPS Transaction	Juvenile at Risk	Juveniles NOT at Risk	Adults at Risk	Adults <i>NOT</i> at Risk
Entry	OAKLEY*	OAKLEY	OAKLEY*	OAKLEY
Update	OAKLEY	OAKLEY	OAKLEY	OAKLEY
Clear	OAKLEY	OAKLEY	OAKLEY	OAKLEY

- Entrees by OAKLEY unless exigency. (Amber Alert, Kidnap)

OAKLEY is expected to have full CLETS Access and be responsible for all transactions. OAKLEY is responsible for entering all their warrants into and out of CLETS, JAWS, and NCIC. OAKLEY is expected to respond to all their jurisdictions CLETS notifications. OAKLEY will respond and enter all non-urgent CLETS Administrative messages.