TRI-CITY DISPATCH SERVICES AND CAD/RMS AGREEMENT

This Dispatch Services and Computer Aided Dispatch / Records Management Systems ("CAD/RMS") Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF PINOLE, a municipal corporation (hereinafter, "Pinole"), the CITY OF HERCULES, a municipal corporation (hereinafter "Hercules"), and the CITY OF SAN PABLO, a municipal corporation (hereinafter "San Pablo"). Pinole, Hercules and San Pablo may be collectively referred to herein as the "Parties," on May 11, 2017 ("Effective Date").

RECITALS

A. WHEREAS, Pinole, Hercules and San Pablo wish to consolidate dispatching services to provide better services to the respective police departments and communities; and

B. WHEREAS, Pinole operates a communications center referred to herein as the West Bay Communications Center ("WBCC"), that operates 24 hours per day; and

C. WHEREAS, Hercules does not operate and has elected not to operate a police dispatch communications center and desires to contract for police dispatch and communications services with Pinole; and

D. WHEREAS, San Pablo currently receives police dispatch communications through the City of Richmond, but desires to contract for police dispatch and communications services with Pinole; and

E. WHEREAS, San Pablo intends to provide computer Aided Dispatch/Records Management Systems ("CAD/RMS") to Pinole and Hercules; and

F. WHEREAS, San Pablo includes dispatch services for Contra Costa College Police District at the Contra Costa Community College campus only; and

G. WHEREAS, consolidation will enhance deployment and communication during critical incidents for the three cities and updated and compatible technology will improve the interoperability of the three cities; and

H. WHEREAS, consolidation would also result in economies of scale, cost savings and increased efficiencies for the three cities; and

I. WHEREAS, under a consolidation staffing model agreed to by the Parties, the Cities agree to pay costs in proportion to the "Formula Model", which is shared by Parties as more fully described in Exhibits C & D.

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

1. **SCOPE OF SERVICES.** Pinole shall perform the services ("Dispatch Services") described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement to Hercules and San Pablo. San Pablo shall perform the CAD/RMS services ("CAD/RMS") described in Exhibit "B" attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement to Hercules and Pinole.

2. **TERM.**

   2(A) **Effective Date.** This Agreement shall become effective on the Effective Date, and upon execution by the Parties. It is understood that the Parties have begun, and will continue upon execution of this Agreement, to take steps to have Pinole provide the Dispatch Services to Hercules and San Pablo and San Pablo to provide CAD/RMS services to Hercules and Pinole.

   2(B) **Commencement Date.** The Commencement Date of this Agreement shall be once Pinole has all the technology, personnel and infrastructure in place and begins providing the Dispatch Services and San Pablo has all the technology, personnel and infrastructure in place and begins providing the CAD/RMS Services, which the Parties estimate will be July 1, 2017.

   2(C) **Termination Date.** The term of the Agreement shall begin on the Commencement Date and end on June 30, 2022 ("Termination Date"). The Parties recognize that there may be a need to amend the Agreement before August 2020, when the Parties will likely need to renegotiate significant software license agreements. The Parties also agree that should there be mutual agreement, the term of the Agreement may be extended for another five (5) year period.

3. **TERMINATION.**

   3(A) **Termination without Cause.** No party may terminate this Agreement without cause within the first twelve (12) months of the Commencement Date. Therefore, the earliest time of termination of the Agreement without cause would be at 30 months from the Commencement Date (after the initial 12-month period and a minimum of 18 months of notice). If any party wishes to terminate this Agreement after the first twelve (12) months and before the Termination Date, it shall be subject to a reimbursement requirement equal to a percentage of the one-time initial costs that remain at the time of termination pursuant to the provisions of Section 7 of this Agreement. The terminating party shall pay Pinole and/or San Pablo for all

costs for services provided up to the date of termination as provided herein, depending on whether services are being terminated from one or both Parties. In order to terminate any services under this Agreement, a party shall deliver written notice to the other Parties of its intent to terminate. Such written notice shall be provided at least eighteen (18) months prior to termination.

3(B) Termination for Cause. If a party fails to cure any material breach, following notice and opportunity to cure as set forth in Section 18, the other party, upon written notice, 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 the Parties.

3(C) Licenses. Pinole and Hercules currently maintain licenses for certain computer assisted dispatch ("CAD") software and San Pablo maintains licenses to certain CAD and Records Management Systems ("RMS") applications, as listed in an inventory to be prepared by San Pablo and shared with the other Parties. During the term of this Agreement, San Pablo may have all licenses consolidated for CAD/RMS to better coordinate with the software provider. These licenses shall be returned to the respective licensees upon termination of this Agreement. All costs and responsibility for data conversion upon termination shall be the responsibility of the terminating party.

4. COSTS.

4(A) Dispatch Services Costs. In consideration of Pinole's performance of the services described in Section 1 and Exhibit A, Hercules and San Pablo shall pay, pursuant to Section 5 below, for the services rendered under this Agreement using the "Formula Model" allocation of the annual WBCC budget, which estimated costs are further detailed in Exhibit C, which is attached hereto and incorporated herein. Budgeted costs will be trued up to actual costs after each fiscal year-end close. Hercules and San Pablo will receive a detailed billing for their proportionate share of the trued-up expenses. In the event that actual costs are lower than budget, overpayments shall be provided as credit to the appropriate entity on its next quarterly invoice.

Each year in March, Pinole shall provide an estimate of the following year's costs to all Parties to plan for anticipated expenses/savings in that year. Costs will be charged according to the Adopted Budget for each year.

4(B) CAD/RMS Services Costs. In consideration of San Pablo's performance of the services described in Section 1 and Exhibit B, Hercules and Pinole shall pay, pursuant to Section 5 below, for the services rendered under this Agreement, which estimated costs are further detailed in Exhibit D, which

is attached hereto and incorporated herein. These costs include the costs paid by San Pablo on a yearly basis to license, operate, maintain, and upgrade the CAD/RMS systems used by the Parties to provide computer aided dispatching services and records management; the cost for radio, voice, and data communications lines, circuits, and equipment among the three cities; staff; and the cost for mapping and GIS services, if any. Budgeted costs will be trued up to actual costs after each fiscal year-end close. Hercules and Pinole will receive a detailed billing for their proportionate share of the trued-up expenses. In the event that actual costs are lower than budget, overpayments shall be provided as credit to the appropriate entity on its next quarterly invoice.

Each year in March, San Pablo shall provide an estimate of the following year's costs to all Parties to plan for anticipated expenses in that year. Costs will be charged according to the Adopted Budget for each year.

4(C) Technology Replacement/Upgrade Fund. The Parties shall also pay into a fund for the replacement and upgrade for technology as described in more detail in Exhibit D. If a party terminates participation in CAD/RMS services pursuant to this Agreement, the terminating party shall receive a pro-rata refund of the Fund balance based on the formula detailed in Exhibit D.

5. PAYMENT.

5(A) Once Pinole begins providing the Dispatch Services, Pinole shall send quarterly invoices (October 15, January 15, April 15 and July 15) to Hercules and San Pablo which shall include the Dispatch Services Costs for the prior three (3) months. The first invoice may have more or less than three (3) months' costs depending on when Pinole begins providing dispatching services to Hercules and San Pablo as specified in Section 1. Hercules and San Pablo shall pay Pinole the quarterly invoices within thirty (30) calendar days of the date of the invoice. After thirty (30) calendar days, payment shall be considered late and a default under Section 18 of this Agreement. Dispatch services costs are set forth in more detail in Exhibit C, which is incorporated herein.

5(B) Once San Pablo begins providing the CAD/RMS services, San Pablo shall send quarterly invoices (October 15, January 15, March 15 and July 15) to Hercules and Pinole which shall include the CAD/RMS Services Costs for the prior three (3) months. The first invoice may have more or less than three (3) months' costs depending on when San Pablo begins providing CAD/RMS services to Hercules and Pinole as specified in Section 1. Hercules and Pinole shall pay San Pablo the quarterly invoices within thirty (30) calendar days of the date of the invoice. After thirty (30) calendar days, payment shall be considered late and a default under Section 18 of this

Agreement. The CAD/RMS services costs and supporting costs are set forth in more detail in Exhibit D, which is incorporated herein.

5(C) As to one-time costs, Pinole and San Pablo shall issue invoices to the Parties for fifty percent (50%) of the estimated one-time costs that will be due the later of 30 days after the date of the invoice or 30 days after the Effective Date of the Agreement. The balance of the one-time costs/trued-up actual costs will be included with the October 15, 2017, quarterly invoice.

As to Hercules' share of the one-time Dispatch costs, San Pablo agrees to advance payment on Hercules' behalf. Hercules agrees to repay San Pablo for their proportionate share of the trued-up one-time Dispatch start-up costs over the term of the Agreement. The payment schedule will be negotiated between Hercules and San Pablo after execution of the Agreement.

6. **COMPUTER-AIDED DISPATCHING AND RECORDS MANAGEMENT SYSTEMS.**

6(A) Pinole will purchase software upgrades and the appropriate number of licenses to the existing CAD system and will pay all implementation costs related to the software system upgrade, including hardware, to enable the software and Pinole staff to provide dispatching services to the Parties. The costs for these upgrades shall be borne by the Parties as set forth in Sections 4 and 5 of this Agreement.

6(B) San Pablo will purchase software upgrades and the appropriate number of licenses for the RMS applications, 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 staff to provide CAD/RMS services to the Parties. The costs for these upgrades shall be borne by the Parties as set forth in Sections 4 and 5 of this Agreement.

7. **ONE-TIME INITIAL COSTS**. The Parties will need to incur one-time costs to upgrade the Pinole Dispatch Center to accommodate the additional staffing required to provide San Pablo with Dispatch Services. These costs and the allocation to each agency are detailed in Exhibit C of this Agreement.

The Parties will need to incur one-time CAD/RMS costs to purchase equipment, software and licenses; to convert the Parties existing data from Richmond's system to San Pablo's system; and for various vendor services. These costs and the allocation to each agency are detailed in Exhibit D of this Agreement.

If any Party terminates this Agreement after the initial five (5) year term there shall be no reimbursement of any portion of these initial costs and all equipment,

software, etc. procured to provide services under this Agreement shall become the property of the service provider agency (Pinole or San Pablo). If any party terminates this Agreement after the initial twelve (12) months, but before five (5) years, that agency shall be entitled to a reimbursement of their portion of these initial costs as described below.

The earliest time of termination of the agreement without cause would be at 30 months from the Commencement Date (after the initial 12-month period and a minimum of 18 months of notice). At the 30th month, the percentage reimbursement shall be 40 percent of the one-time initial costs as defined in Exhibits C and D. During years three and four of the Agreement, the percentage reimbursement shall be 20 percent. During the fifth year of the Agreement and beyond there shall be no reimbursement to the party electing to terminate. The reimbursement amount shall be subject to the allocation percentages among the parties as set forth in Exhibits C and D.

8. **HIRING OF ADDITIONAL STAFF**. Following notice to the other Parties, a Party determining that additional staff is needed in order to perform services required by this Agreement may hire new staff. New hires for dispatch services will be employees of Pinole and subject to Pinole rules and regulations, which includes training and probationary period. New hires for CAD/RMS services will be employees of San Pablo and subject to San Pablo rules and regulations, which includes training and probationary period.

9. **LIAISONS OF THE PARTIES**. The City Managers are the authorized representatives of Pinole, Hercules and San Pablo respectively for purposes of administration of this Agreement. The City Managers, or their designees, shall meet quarterly or more often as needed to discuss issues pertaining to:

- Annual budget, and unforeseen expenditure changes;
- Operational issues, including changes to service delivery;
- Technical issues related to information technology and system components; and
- Dispatch operational issues related to field unit reporting and system status management.

In addition, there shall be a technical/user group that will meet at least quarterly.

10. **ADDITIONAL USERS**.

10(A) The Parties acknowledge and agree that Pinole reserves the right to provide dispatch services to other agencies, without the consent of Hercules and San Pablo as long as such service does not increase the annual cost to either Hercules or San Pablo, and the entering entity pays 100% of any associated one-time/on-boarding costs. If Pinole provides dispatch services to another agency resulting in lower Dispatch Service Costs as established in this

Agreement, the proportional cost for Hercules and San Pablo will be adjusted accordingly. If the costs would increase, then this Agreement would need to be amended pursuant to mutual agreement of all Parties.

10(B) The Parties acknowledge and agree that San Pablo reserves the right to provide CAD/RMS services to other agencies, without the consent of Hercules and Pinole as long as such service does not increase the annual cost to either Hercules or Pinole, and the entering entity pays 100% of any associated one-time/on-boarding costs. If San Pablo provides CAD/RMS services to another agency resulting in lower CAD/RMS Service Costs as established in this Agreement, the proportional cost for Hercules and Pinole will be adjusted accordingly. If the costs would increase, then this Agreement would need to be amended pursuant to mutual agreement of all Parties.

11. **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.

12. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws (including local ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.

13. **INSURANCE.**
The Parties recognize that they are all members of a memorandum of coverage against claims, lawsuits and damages from a common joint powers authority known as the Municipal Pooling Authority ("MPA"). If any third party files a claim or lawsuit against any Party in connection with the performance of obligations under this Agreement, the receiving party shall immediately notify MPA and the other Parties. If such claim or lawsuit represents a covered event as defined by MPA, the Parties acknowledge that MPA will provide a common defense unless there is a conflict (see Section 14 regarding indemnity). The terms of this section will not preclude the Parties from requesting the dispute resolution procedures in this Agreement. If any party is no longer a member of MPA, then the Parties recognize that there will be a need to amend the Agreement, which may include requiring evidence of acceptable insurance or self-insurance.

14. **INDEMNIFICATION.**

14(A) Mutual Indemnification. 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.

14(B) Copyright and Patent Indemnification. Claims which trigger Pinole and San Pablo's responsibility under Section 14 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibits A or B, Scope of Services, 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. Pinole and/or San Pablo 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. Pinole and San Pablo shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement is the result of a modification of source code made by a party without the software licensor's consent.

14(C) Records Requests and Litigation Holds. The Parties shall develop procedures and forms for notifying Pinole and/or San Pablo to provide records needed to respond to a Public Records Act request or subpoena or retention of records due to a potential or actual claim or litigation. The Parties recognize that significant requests are beyond the anticipated budget and may require adjustments to the costs for dispatch services or CAD/RMS. It is the responsibility of the requesting department to ensure that it receives the requested records. Once the records have been provided, it is the responsibility of the requesting department to secure and maintain those records.

15. **FORCE MAJEURE**. If by reason of *force majeure* any Party is unable in whole or in part to perform the obligations under this Agreement, such Party 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 such Party.

16. **RELATIONSHIP OF THE PARTIES**. It is expressly understood that no agency, employee, partnership, joint venture or other separate entity is established by the Agreement.

17. **ADDITIONAL DOCUMENTS AND AGREEMENTS**.   The Parties agree to cooperate in the execution of any additional agreements, documents, policies and procedures, which may be required to carry out the terms of this Agreement.

18. **DEFAULT.** If any Party ("demanding party") has a good faith belief that another Party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall schedule a meeting of the City Managers of all Parties and other staff as deemed necessary to discuss the potential default. If after such pre-default meeting, the demanding party still has a good faith belief that the defaulting party is not complying with 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.   A default shall result in the applicable reimbursement requirement (as described in Section 7) being immediately due and payable.

19. **CONTINUOUS SERVICE DELIVERY.**

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

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

20. **WARRANTY**.

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

20(B) San Pablo provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. San Pablo specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. Hercules and Pinole acknowledges that the systems may not operate totally without interruption. San Pablo makes no representations, warranties, or guarantees regarding uptime for the systems. San Pablo agrees to pursue remedies through the vendor for the systems for 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 San Pablo until a resolution is achieved, unless such circumstance is related to the equipment, hardware or software of the party not the services provided by San Pablo under this Agreement.

21. **OPERATIONAL CONCERNS OR COMPLAINTS**. The Parties shall attempt to resolve operational concerns or complaints in the most expeditious manner. If necessary, these concerns or complaints shall be documented and forwarded through the complaining Party's chain of command in the Police Department and then brought to the attention of the Police Chief of the involved Party.

If there are concerns or complaints regarding a particular employee or contractor, those shall be addressed first verbally to the Police Sergeant liaison for the Party employing or engaging the particular employee/contractor. If the particular employee is not a Police Department employee, then the Police Sergeant will coordinate with the appropriate supervisor or Department Head.

If the matter cannot be resolved informally, the complaining Party may be asked to put those complaints in writing, addressed to the Police Chief for that

particular employee or contactor, who shall respond to all complaints in writing within three (3) weeks of receipt of any written complaint regarding the status thereof, and shall continue to update the complaining Party with the status thereof every forty-five (45) days until disposition. It is the intent of the Parties that all complaints be resolved within ninety (90) days of receipt.

If the concern is causing immediate harm or is hazardous to Officer safety, it will be brought to the attention of the appropriate Watch Commander for immediate action, as well as any necessary documentation.

22. <u>**DISPUTE RESOLUTION.**</u>

22(A) In the event that a 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 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 non-binding mediation. It is the Parties' intention to avoid the cost of litigation and to resolve any issues that may arise amicably if possible.

22(B) Within ten (10) business days from the effective date, pursuant to Section 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 from the Judicial Arbitration and Mediation Services ("JAMS") or other mediation service provider, 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.

22(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.

22(D) The fees and expenses of the one selected mediator shall be divided equally between the Parties, but otherwise each Party shall be responsible for their

own costs and expenses. The above deadlines shall be enforced unless extensions are mutually agreed upon or granted to either party by the mediator for good cause shown.

22(E) No Party shall be permitted to file a legal action without first requesting mediation and making a good faith attempt to reach a mediated settlement. Should litigation be commenced, each party shall be responsible for its own attorneys' fees and costs and not entitled to collect such fees and costs from the other party.

23. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party's City Manager, with a copy to the City Attorney, 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 Pinole
Attn: City Manager
2131 Pear Street
Pinole, CA 94537

TO: City of Hercules
Attn: City Manager
111 Civic Drive
Hercules, CA 94547

TO: City of San Pablo
Attn: City Manager
13831 San Pablo Ave.
San Pablo, CA 9480

24. **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.

25. **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 Section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

26. **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 Contra Costa.

27. **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.

28. **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.

29. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the Parties.

30. **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.

31. **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.

32. **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.

33. **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 the Cities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Pinole and Hercules and San Pablo do hereby agree to the full performance of the terms set forth herein.

CITY OF PINOLE

By: Michelle Fitzer
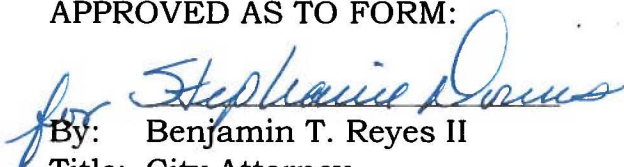
Title: City Manager

ATTEST:

By: Rosa Acosta
        City Clerk

APPROVED AS TO FORM:

By: Benjamin T. Reyes II
Title: City Attorney

CITY OF SAN PABLO

By: Matt Rodriguez
Title: City Manager
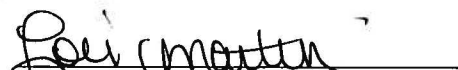
CITY OF HERCULES
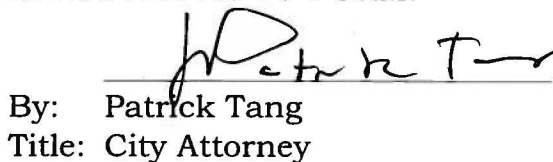
By: David Biggs

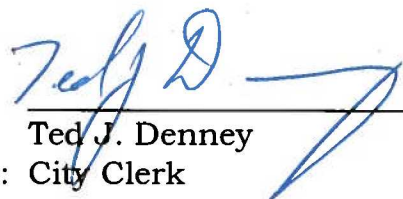Title: City Manager

ATTEST:

By: Lori Martin
        City Clerk

APPROVED AS TO FORM:

By: Patrick Tang
Title: City Attorney

ATTEST:

By: Ted J. Denney
Title: City Clerk

APPROVED AS TO FORM:

By: Lynn Tracy Nerland
Title: City Attorney

EXHIBIT "A"
DISPATCH SERVICES PLAN

SCOPE OF SERVICES

The scope of services to be provided hereunder shall include the following:

Priority of Dispatch Services shall be allocated equally between the parties and according to this Agreement.

Calls-for-service received by the WBCC will be dispatched without unreasonable delay as long as the respective parties patrol personnel are available. A reasonable delay may only occur in the event of multiple concurrent emergencies or some other critical event.

Following the dispatching of the call-for-service, dispatch personnel will continue to obtain information as it is made available by the calling party. Information shall be relayed to the responding Police personnel as expeditiously as possible.

Pinole, Hercules and San Pablo repeaters will receive broadcast of 'BOLOs," also known as "be-on-the-look-out-for."

Repeat of radio traffic, referred to as "echo" dispatching, will take place during incidents affecting Officer safety or other emergency situations.

WBCC will comply with state or national systems requirements for immediate input of stolen, stored or recovered vehicles, firearms, runaways, and/or missing persons information, and shall send urgent teletype information as needed during non-business hours.

Status checks on Police personnel, verified in-service, operating via a mobile or portable radio in the field will be made at five (5) minute intervals whenever possible during vehicular or pedestrian stops, or on hazardous calls dispatched by WBCC.

The WBCC will accept inquiries from field personnel, verified in-service, via mobile or portable radio, or at the scene of a call-for-service, pertaining to general information requests, including, but not limited to, Alpha, DMV, warrants, or criminal history.

The WBCC will assign a case file number to a report initiated by field personnel, verified in-service.

WBCC will answer incoming calls-for-service received via the dedicated 911 telephone lines or the seven (7) digit, 510-724-1111, emergency lines (including "call box" and "emergency box" calls) and all calls that rollover to either of these lines after business hours. The Hercules and San Pablo Police Department business lines will not be mechanically forwarded to Pinole at any time.

Hercules and San Pablo will be provided with a data connection allowing the downloading of

Computer Aided Dispatch (hereinafter "CAD") information into Hercules and San Pablo Police Department RMS computers. As each call is completed, this information can be immediately and automatically downloaded to the Hercules and San Pablo computers, allowing Hercules and San Pablo to produce appropriate reports. Appropriate CAD generated reports available for the Pinole Police Department will also be provided to the Hercules and San Pablo Police Departments, upon request and in the same manner and time frame as for the Pinole Police Department.

Police field staff will be notified of any and all calls-for-service requiring an emergency response by Fire personnel in Hercules or San Pablo that Pinole is made aware of. For the purposes of this section, odor complaints from refineries or other sources and calls relating to hazardous wastes and materials are considered "calls-for-service requiring an emergency response."

As required by law, the WBCC shall have a CLETS terminal available. This terminal shall be maintained by the Pinole Police Department on a twenty-four (24) hour basis, and information required during non-business hours shall be provided to field units as necessary.

The WBCC shall also notify other City services needed for response, including public utilities, outside agency personnel for 11-99 or immediate mutual aid assistance, and/or other services needed in conjunction with a call-for-service under investigation. The WBCC will notify Hercules and San Pablo City service personnel after hours for emergencies and matters that are other than routine service calls.

Twenty-four (24) hour recordings of communication transmissions, both radio and telephones, of WBCC communication transmissions, will be made. Copies of these transmissions are available upon request to Pinole Police representative overseeing the WBCC; copies will be made available without charge within seven (7) working days from the date of request.

Standard of Performance. Pinole shall perform all services required pursuant to this Agreement in a professional manner and in accordance with the Dispatch Manual of Protocols and with federal, state and local laws. All recordings and tapes shall be of reasonable quality normally associated with emergency dispatch services.

Hercules' and San Pablo's Duties and Responsibilities. Changes, upgrades, or additional communications equipment added by Hercules or San Pablo which impact radio communication shall be reviewed by the Pinole Police representative overseeing the WBCC prior to installation and activation.

All Hercules and San Pablo Police personnel shall be authorized to request recordings of the WBCC communication transmissions.

Hercules and San Pablo Police Department personnel agree to notify Dispatch prior to and after the conclusion of any transmission over their base station radio. The first notification shall include the purpose of the transmission, the personnel involved, and expected length. Personnel on mobile radios speaking to Hercules or San Pablo Police Department base station shall preface their transmission with "Hercules or San Pablo Base" as if they were talking to another mobile unit. Hercules and San Pablo Police Departments agree that the

use of the Hercules and San Pablo Police Department base radio should be kept to those situations that are absolutely necessary.

Clerical and Data Support. Pinole shall not be required to provide clerical and data support for or assume responsibility for any data entries in connection with the performance of this Agreement except as it relates to DOJ/CLETS data entries and Ramey Warrants, which are required after business hours. San Pablo's non-business hours are defined as 1800 to 0630 Monday through Thursday, and 24-hour service Friday through Sunday and holidays. Hercules' non-business hours are defined as 1700 to 0800 hours Monday through Thursday and 24-hour service on Friday through Sunday and holidays. Hercules and San Pablo shall otherwise be responsible to provide clerical support for tasks normally associated with records data entries and warrants during business hours.

Maintenance.   Pinole shall be responsible for coordinating routine maintenance and hardware support for the WBCC and its related equipment. Pinole shall also coordinate any maintenance provided under other vendor agreements with Pinole covering hardware or software related to the performance contemplated by this Agreement. Hercules and San Pablo shall pay for their share of the maintenance agreement costs incurred under vendor contracts with Pinole by making the payments required under this Agreement. Any repair and maintenance costs incurred by Hercules or San Pablo over and above such routine maintenance and hardware support shall be the sole responsibility of Hercules or San Pablo. This includes maintenance, repair, replacement, or support costs incurred pursuant to contracts between Hercules or San Pablo and a vendor to which Pinole is not a party, including any maintenance and/or repair of two-way radio equipment housed or maintained for use at Hercules or San Pablo. File maintenance provided by Pinole in connection with its performance under this Agreement shall be equivalent to those practices normally associated with shared data files, hardware maintenance, timely system backups, journaling, data archival, purging, and general systems administration.

EXHIBIT "B"
CAD/RMS SERVICES PLAN

CAD (Computer Aided Dispatch) / RMS (Records Management System)
Scope of Work of the San Pablo Information Technology Division

The City of San Pablo Information Technology Division (City of San Pablo) will be supporting and maintaining the Tri-City CAD/RMS systems and its interoperability between sites consisting of the San Pablo, Pinole and Hercules Police Departments. The supported systems will consist of CAD, RMS, Mobile, VPN, Advanced Authentication and CLETS messaging. With the involvement of Tyler New World Systems Public Safety implementation team, San Pablo will look to replicate the existing CAD/RMS systems currently being utilized at the Richmond Police Department.

The first objective for the City of San Pablo is to gather and collect the data sets from the Richmond Police Department. Tyler New World Systems implementation team will assist in the process and once the data sets are received, the consolidation of records will commence.

The City of San Pablo will establish the communication links to each Party, including network routers to be configured by the City of San Pablo. The Parties will make the necessary accommodations for the network router to be secured and conditioned with proper cooling and conditioned electrical power.

The City of San Pablo will establish the communication to the ACCJIN (All County Criminal Justice Information Network) network that provides access to JAWS (Justice Automated Warrant System), Cal-Photo, ARIES, Cogent live scan, Mobile ID and several Contra Costa County Sheriff and DOJ web links.

The City of San Pablo will procure the CAD/RMS servers, data storage, network, backup, cabling, mounts, rack, software and additional peripherals needed to build the Tri-City CAD/RMS systems and network.

The City of San Pablo is responsible to operate, maintain, service, upgrade, update and replace damaged, worn, and/or outdated components from servers, data storage, network and backup equipment as needed, and the cost of such shall be a shared expense in accordance with the provisions of Exhibit D. Hardware, software or additional support outside the normal scope of standard warranties will require additional costs. All Party liaisons will be notified of such expenses.

During systems or equipment failure, the City of San Pablo will immediately contact Pinole Dispatch regarding known outages. All other departments and agencies will be notified shortly after the announcement has been made first to Pinole Dispatch. Once the systems have been stabilized, Pinole Dispatch will be immediately notified to begin testing operations. The San Pablo, Pinole and Hercules Police Departments will be notified shortly thereafter.

The City of San Pablo shall make the necessary calls to vendors to remedy server issues that occur on the Tri-City CAD/RMS systems. If more difficult issues arise requiring assistance of vendors; these costs will be a shared expense in accordance with the provisions of Exhibit D. All Party liaisons will be notified of such expenses.

Standard of Performance
The City of San Pablo shall perform all services required pursuant to this Agreement in a professional manner and in accordance to the operations and importance of public safety needs.

Pinole and Hercules Police Department Duties and Responsibilities
Changes, upgrades, additional software and/or equipment added by any Party that impact the systems functionality shall be reviewed by the City of San Pablo prior to implementation or consideration.

The Parties must notify the City of San Pablo immediately in the event of an MDC (Mobile Data Computer), workstation or device that may have been compromised by a virus/malware or malicious software while connected to the Tri-City CAD/RMS network.

The Parties must notify the City of San Pablo immediately when the loss of equipment such as an MDC occurs.

In the event of a communication failure or inability to run the CAD/RMS systems, the Parties will be responsible to contact the San Pablo Police Department Watch Commander at (510) 215-3171 regarding the connection and/or software issue relating to the CAD/RMS system(s). The reporting agency shall designate an official Point of Contact in regards to the connection and/or software issue of the CAD/RMS system(s) and/or the Tri-City Partnership CLETS connection. It will be important that the reporting agency provide a detailed description of the issue being reported, and any triage steps taken by the reporting party, to the City of San Pablo for them to properly triage the issue. The City of San Pablo will take the necessary steps to troubleshoot and remedy the issue. While in the process of diagnosing a software support issue, if it is discovered that a peripheral system(s) or other software is the cause of the issue, the City of San Pablo will notify the Information Technology Division of the affected Party for resolution. City of San Pablo is not responsible to support or maintain third party products except as expressly set forth in this Agreement.

Data Support
The San Pablo Information Technology Division shall not be required to provide clerical, training and data support or assume responsibility for any data entries or corrections for or on behalf of Hercules and Pinole in connection with the performance of services under this Agreement. Each Party will be responsible for the entry, update, creation or modification of their own content such as the following functions: password reset, data analysis and mapping, UCR statistics or reports. For CAD/RMS, MDC password resets shall be done by San Pablo IT Division during normal business hours.

Maintenance
The City of San Pablo shall be responsible for coordinating routine maintenance and hardware support for the Tri-City CAD/RMS systems and its communication links between the San Pablo, Pinole and Hercules Police departments.

The City of San Pablo shall work with CCCSO (Contra Costa County Sheriff's Office) / CCCDoIT (Contra Costa County Department of Information Technology) on coordinating routine maintenance of the ACCJIN/CLETS network.

The City of San Pablo shall also coordinate any maintenance required by vendor agreements with the City of San Pablo covering hardware or software related to the performance contemplated by this Agreement. Parties shall pay for their share of the maintenance agreement costs incurred under vendor contracts with the City of San Pablo by making the payments required under this Agreement. Any repair and maintenance costs incurred by Pinole or Hercules over and above such routine maintenance and hardware support shall be the sole responsibility of that Party. This includes maintenance, repair, replacement, or support costs incurred pursuant to contracts between the Parties and a vendor to which the City of San Pablo is not a party. Services provided by the City of San Pablo in connection with its performance under this Agreement shall be equivalent to those practices normally associated with shared data files, hardware maintenance, timely system backups, data archival, purging, and general systems administration.

The Parties are responsible for maintaining and replacing their own desktop computers, MDCs, Cogent Live scan, Mobile ID and other peripheral devices belonging to the respective agencies.

The Parties must abide by recommended system requirements set forth by vendors in order to receive phone support for the Parties' workstations or MDC's. This may require the Parties to update operating systems, anti-virus, firewall activation, windows update patches and pre-requisites needed for applications to properly function.

Software and Technical Support
The City of San Pablo shall be responsible for procuring the Tri-City CAD/RMS software on behalf of the Parties.

The City of San Pablo will schedule and collaborate with each Parties' Information Technology Division regarding such upgrades and updates to software affecting the Tri-City RMS/CAD systems. It will be the responsibility of the Parties to maintain, upgrade, and replace client software provided by the City of San Pablo. For Dispatch related equipment and support, reference Exhibit A under maintenance.

The City of San Pablo does not provide support for the applications such as ARIES, Cal Photo, JAWS, Live scan, Mobile ID and DOJ/County web links. The Contra Costa County Sheriff's Office and DOJ have assigned a systems administrator for each agency using such applications. Issues and access to these systems are the responsibility of each Party's system administrator.

Protection of Data
The City of San Pablo shall be responsible for ensuring data for the Tri-City CAD/RMS systems are routinely saved and preserved in case of a catastrophic event. In addition, the City of San Pablo will schedule rotational storage backups at each agencies' evidence room for additional measures of backup. The City of San Pablo will routinely deliver and pick up the physical backups as they are needed.

The San Pablo Information Technology Division is not responsible for any inconsistencies with the data received from the Richmond Police Department. All Parties are subject to inconsistencies that occurred in the data crash of November 2015 at Richmond Police Department.

<u>Requests for Software Correction on Licensed Standard Software</u>

Before any notice is sent to Tyler Technologies (or other software vendor), it must be reviewed and approved by the City of San Pablo. Documented examples of the claimed defect must accompany each notice. Tyler Technologies is required to review the documented notice and when a feature or report does not conform to the published specifications, Tyler Technologies should be responsible to provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

> The no charge software correction service does not apply to the following:
> (a) Situations where the Licensed Standard Software has been changed by anyone other than Tyler Technologies personnel;
> (b) Situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
> (c) Requests that go beyond the scope of the specifications set forth in the current User Manuals.

EXHIBIT "C"
Compensation: Dispatch Services

For all services identified in Exhibit "A", Scope of Services, Hercules and San Pablo agree to pay and Pinole agrees to accept as total compensation the following:

Estimated one time costs

*Construction		$	30,000	$	30,000
Electrical		$	10,000	$	10,000
CAD Console	2	$	6,000	$	12,000
**Vesta (AT&T)/911	2	$	48,000	$	96,000
AT&T Maintenance		$	11,000	$	11,000
***EBRCS (radio)	1	$	60,000	$	60,000
****Furniture (desks/chairs/headsets)		$	40,000	$	40,000

Estimated Sub-Total	$	**259,000**
10% Contingency	$	25,900
Estimated Total	$	**284,900**

*Lowest bid received

**May be able to obtain 1 used trunk from Richmond

***Equipment for 1 console & labor costs for 2

****Added headsets not previously accounted for & higher quote for furniture. May still be able to get furniture at lower rate.

One-time cost allocation based on formula

San Pablo	$140,284
Pinole	$90,515
Hercules	$54,101

Current-without retiree medical			$	1,077,805		Difference
Pinole		64.5%	$	695,184		
Hercules		35.5%	$	382,621		
Current-including retiree medical			$	1,077,805		
Retiree medical			$	82,865		
Total			$	1,160,670		
Pinole		64.5%	$	748,632	$	53,448
Hercules		35.5%	$	412,038	$	29,417

Adding San Pablo
Annual Costs

Dispatchers	3	$	118,097	$	354,291
Lead Dispatcher	1	$	129,800	$	129,800
Overtime *				$	113,379
Medical Retirement	4	$	11,838	$	47,351
				$	**644,821**

Internal Cost Allocations

Administrative Credits	$	(64,339)		
Administrative Debits	$	62,269	$	**106,134**
IS	$	108,204		

Services and Supplies

Equipment Mainenance **	$	3,928		
Professional Services ***	$	7,108	$	**21,486**
Travel and Training †	$	10,450		

New estimated budget		$	**1,933,111**

Formula Model ††

San Pablo	49%	$	951,859	$	179,418
Hercules	19%	$	367,086	$	(44,952)
Pinole	32%	$	614,166	$	(134,467)

* overtime $71500 (increasing by 4 positions with one at a 10% increase)
** headset/cord replacement (increasing by 4 positions)
*** 800 MHz maintenance (increasing from 3 to 5 terminals)
† Training (increasing by 4 positions)
†† Includes additional cost of retiree medical not previously included

	Population	Population Year	Sworn FTE Allocation	Non-Sworn FTE	CFS 11/2014-10/2015	Data Entry Stats	
							Formula Calculation
San Pablo	29685	2013	62	5	35460	8,508	
Pinole	18902	2013	27	5	25354	4,123	
Hercules	24848	2013	23	0	18166	2,693	
	73435		112	10	78980	15324	
							Average
San Pablo	40.42%		55.36%	50.00%	44.90%	55.52%	49.24%
Pinole	25.74%		24.11%	50.00%	32.10%	26.91%	31.77%
Hercules	33.84%		20.54%	0.00%	23.00%	17.57%	18.99%

Formula Calculation   Revised 3-22-17

San Pablo numbers are inclusive of CC College Campus personnel & call data

The actual numbers will be updated periodically, but the formula/data points are as established here unless mutually agreed in writing by all parties to be amended.

EXHIBIT "D"
Compensation: CAD/RMS Services

For all services identified in Exhibit "B", Scope of Services, Hercules and Pinole agree to pay and San Pablo agrees to accept as total compensation the following:

Cost Allocation Model

	Population	Population Year	Sworn FTE Allocation	Non-Sworn FTE	CFS 11/2014-10/2015	Data Entry Stats	
		Formula Calculation			Revised 3-22-17		
San Pablo	29685	2013	62	5	35460	8,508	
Pinole	18902	2013	27	5	25354	4,123	
Hercules	24848	2013	23	0	18166	2,693	
	73435		112	10	78980	15324	
							Average
San Pablo	40.42%		55.36%	50.00%	44.90%	55.52%	49.24%
Pinole	25.74%		24.11%	50.00%	32.10%	26.91%	31.77%
Hercules	33.84%		20.54%	0.00%	23.00%	17.57%	18.99%
San Pablo numbers are inclusive of CC College Campus personnel & call data							

The actual numbers will be updated periodically, but the formula/data points are as established here unless mutually agreed in writing by all parties to be amended.

ESTIMATED CAD & RMS ONE-TIME COSTS

DATA MOVE SET UP

Tyler Tech: Server Migration	$11,520
Tyler Tech: System Assurances & Software Install	$5,120
Tyler Tech: Fixed installation Service: (including)	$24,320
CAD Pager Interface	N/C
911 Interface	N/C
State/NCIC	N/C
On-Line CAD Interface to State/NCIC	N/C
Livescan Interface	N/C
Citizen Reporting Interface	N/C
On-Line Property Checks Interface to NCIC	N/C
Third Party Products, Hardware, & Service	$11,350
Travel & Living Expenses	$4,000
SUB TOTAL	**$56,310**

DATA CONSOLIDATION

Tyler Tech: Consolidation of data	$60,000
SUB TOTAL	**$60,000**

SERVERS FOR CAD AND RMS

Servers and related Equipment	$200,000
Unitrends Backup (3yr Support and Service)	$36,000
SUB TOTAL	**$236,000**

SERVICE COSTS

NET MOTION	$27,000
S.P.S TEAM - Scope of Work	$75,000
Agency Fiber Links (AT&T)/Routers	$20,000
SUB TOTAL	**$122,000**

DOJ REQUIREMENTS

Two-Factor Authenication (Includes 1yr support and Install)	$8,000
SUB TOTAL	**$8,000**

TYLER TECH REQUIRED SOFTWARE

VMWARE -Software (Includes 1yr support and Install)	$22,000
Arc Gis Desktop Client (Not Server) (Includes 1yr support)	7,630
SUB TOTAL	**$29,630**

CAD & RMS ADDITIONAL - EQUIPMENT

One Computer for IT Division: $2500 each	$2,500
One (1) Server Rack, UPS, Switch Rack Power	$7,161
SUB TOTAL	**$9,661**

Subtotal	**$521,601**

Allocation of Estimated One-Time CAD/RMS Costs

San Pablo - 49%	$256,835
Pinole - 32%	$165,717
Hercules - 19%	$99,049
Subtotal	$521,601

		TYLER TECH CAD, RMS, & MOBILE ANNUAL TRI CITY COST			FY 17-18
SAN PABLO		Currently only pays mobile software which consists of 25 licenses and Support Agreement. 6% increase from FY16-17 (Via New World)			$30,560
		SUPPORT AGREEMENT TOTAL with a 6% Increase from FY 16-17			**$30,560**
PINOLE PD		MSP (CAD) Software			$9,450
		Law Enforcement Records Software			$12,691
		Public Saftey Interface to State/NCIC			$1,163
		Corrections Management Software			$386
		Mobile Management Server Software/Data Merge to Aegis/MSP LE Records/Field Rpt.			$658
		Mobile Software on the RS6000/Base Message switch to NCIC, upload, CAD interface			$4,058
		Mobile Client Laptop Software: 15 licenses			$7,075
		Mobile Software on the 400 or MSP Server: MDT/MCT Base CAD/RMS Interface			$877
		SUPPORT AGREEMENT TOTAL with a 5% increase (Via Tyler Tech)			**$38,178**
HERCULES PD		MSP (CAD) Software			$5,592
		Law Enforcement Records Software			$6,383
		Public Saftey Interface to State/NCIC			$848
		Mobile Management Server Software/Data Merge to Aegis/MSP LE Reords/Field Rpt.			$338
		Mobile Software on the RS6000/Base Message switch to NCIC, upload, CAD interface			$2,089
		Mobile Client Laptop Software: 10 licenses			$2,429
		Mobile Software on the 400 or MSP Server: MDT/MCT Base CAD/RMS Interface			$452
		Embedded 3rd Patry Software -ArcGIS Standard Enterprise Server Integration			$2,379
		SUPPORT AGREEMENT TOTAL			
		Maintenance Agreement adjusted to discontinue/remove software never used			**$13,552**
SUB TOTAL		**TYLER TECH CAD,RMS, MOBILE ANNUAL TRI -CITY AGENCIES**			**$82,290**
		ADDITIONAL ANNUAL TRI-CITY COSTS			**FY 17-18**
All TRI-CITY		NET-MOTION: Support for 1st year included in one-time costs			$0
		VMWARE: Support for 1st year included in one-time costs			$0
		ARCGIS Desktop Client (Support for 1st year included in one-time costs)			$0
		Sinking Fund for Hardware Replacement			$30,000
		Annual CCCSO /CLETS Message Switch Software & Hadrware Maintenance Fee			$1,232
		Cisco SmartNet support			$2,390
		2FA (Advanced Authentication) Support for 1st year included in one-time costs			$5,566
		Unitrends Backup Appliance (Upfront 36K includes 3 yr support and replacement)			$0
		Microsoft License Agreement for Servers\SQL\Core\CAL-Users			$0
SUB TOTAL		**ADDITIONAL ANNUAL TRI-CITY COSTS**			**$39,188**
		SALARY and BENEFITS for ONE Additional IT Employee			**FY 17-18**
ALL TRI-CITY		Information Technology Administrator	Salary: $99,036	Benefits @44% $41,595	$140,631
SUB TOTAL					**$140,631**
		MONTHLY TRI-CITY COSTS			**FY 17-18**
ALL TRI-CITY		AT&T FIBER LINK FEE $1,356 Per Month			**$16,272**
		GRAND TOTAL ANNUAL TRI-CITY COSTS			**FY 17-18**
					$278,381

Allocation of Estimated Annual CAD/RMS Costs

FISCAL YEAR	FY 17-18	
AGENCY COSTS		
San Pablo	125,948	
Pinole	101,108	
Hercules	51,326	

$278,381

RESOLUTION 2017-078

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN PABLO AUTHORIZING THE CITY MANAGER TO: (1) FINALIZE (WITH THE CITY ATTORNEY) AND EXECUTE A TRI-CITY AGREEMENT WITH PINOLE AND HERCULES FOR DISPATCH AND CAD/RMS SERVICES; (2) APPROPRIATE $276,885 FROM GENERAL FUND DESIGNATED RESERVES TO THE POLICE DEPARTMENT SPECIAL DEPARTMENT EXPENSES LINE ITEM (100-2110-44000) FOR DISPATCH AND CAD/RMS ONE-TIME START-UP COSTS; (3) ESTABLISH RECEIVABLES OF $165,717 AND $99,049 FROM THE CITIES OF PINOLE AND HERCULES RESPECTIVELY FOR THEIR SHARES OF THE START-UP COSTS OF THE CAD/RMS SYSTEM; (4) ESTABLISH APPROPRIATE ACCOUNTING TREATMENT, INCLUDING THE ESTABLISHMENT OF A NEW FUND, TO ENSURE THE SAFETY AND SECURITY OF THE SYSTEM FINANCES; AND (5) NOTIFY THE CITY OF RICHMOND FOR DISBURSEMENT OF SAN PABLO'S PRO-RATA SHARE OF FORMER WEST COUNTY CAD/RMS CONSORTIUM RESERVES EFFECTIVE JUNE 30, 2017

WHEREAS, *new CAD/RMS Services Alternative* is an adopted policy item under the FY 2015-17 Council Priority Workplan Update, effective October 1, 2016;

WHEREAS, this proposed action is not a project under CEQA pursuant to Guidelines Section 15378(b)(5): Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. If a project, then the Ordinance is exempt from the provisions of the California Environmental Quality Act, (CEQA), under CEQA Guidelines § 15061(b)(3), in that it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment;

WHEREAS, on July 27, 2016, the Richmond Police Department presented all consortium members with a notice of intent to terminate consortium Records Management and Consolidated Communications services which were being provided by the Richmond Police Department;

WHEREAS, staff discussed options with the Council's Public Safety Standing Committee on November 15, 2016 and the Committee directed staff to explore alternate service models, including a new Tri-City model with the Cities of Hercules and Pinole;

WHEREAS, after evaluating several options related to San Pablo Police Department's operational efficiency and ensuring that the Department continues to improve upon service commitments to our community, the San Pablo Police Department elected to opt-out as a member of the CAD/RMS consolidated consortium, effective July 1, 2017, and ratified by the City Council on January 17, 2017;

WHEREAS, in order to comply with the terms of the letter from the Richmond Police Department, a letter was sent notifying Police Chief Allwyn Brown and the City of Richmond Mayor Tom Butt of the City's intent to terminate all consortium records management and consolidated communications services provided by the Richmond Police Department effective July 1, 2017;

WHEREAS, consistent with the San Pablo City Council's Resolution No. 2017-038, San Pablo, Pinole and Hercules have prepared the documents to form a tri-city agreement where Pinole will provide communication (dispatch) services and San Pablo will host and maintain the CAD and RMS system and servers;

WHEREAS, there are one-time costs associated with starting up both the Dispatch and CAD/RMS functions for the Tri-City Partnership that will be shared among the three cities with a total net cost to the City of San Pablo of $397,119;

WHEREAS, in the spirit of partnership, the City of San Pablo has offered to pre-pay the $54,101 that represents the City of Hercules' contribution to the Dispatch start-up costs, with the understanding that during the course of the agreement, San Pablo will be reimbursed by Hercules; and

WHEREAS, on April 25, 2017 the Public Safety Standing Committee heard a presentation and supported the recommendations regarding: a consolidated Tri-City Agreement for Dispatch and CAD/RMS Services; the allocation of General Fund Designated Reserve funds for one-time costs associated with start-up; and authorizing the City Manager to notify the City of Richmond for disbursement of San Pablo's pro-rata share of former West County CAD/RMS Consortium Reserves effective June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Pablo:

1.   Authorizes the City Manager to finalize (with the City Attorney) and execute a Tri-City Agreement with the cities of Hercules and Pinole for Dispatch and CAD/RMS Services in substantially the same form as attached, including any necessary administrative changes to allow the Tri-City Dispatch and CAD/RMS agreement to be completed to meet operational deadlines;

2.   Appropriates a total of $ $276,885 from General Fund Designated Reserves/IT Systems Maintenance, Replacement & CAD/RMS to the Police Department Special Department Expense line item (100-2110-44000-CAD-RMS) for Dispatch and CAD/RMS start-up costs;

3.   Authorizes the establishment of receivables of $165,717 and $99,049 from the cities of Pinole and Hercules respectively for their shares of the start-up of the CAD/RMS system;

4.   Authorizes the City Manager to establish appropriate accounting treatment, including the establishment of a new fund, to ensure the safety and security of the system finances; and

5.   Authorizes the City Manager to notify the City of Richmond for disbursement of San Pablo's pro-rata share of former West County CAD/RMS Consortium Reserves effective June 30, 2017.

* * * * *

ADOPTED this 1st day of May, 2017, by the following vote:

AYES: COUNCILMEMBERS: Cruz, Kinney, Morris, Calloway and Valdez
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None
ABSTAIN: COUNCILMEMBERS: None

ATTEST: APPROVED:

Ted J. Denney, City Clerk   Cecilia Valdez, Mayor