

RESOLUTION NO. 77-17

**A RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE
PROVISION OF COMMUNICATION SERVICES BY THE CITY OF RICHMOND TO
THE CITY OF EL CERRITO**

WHEREAS, there is a need in the City of El Cerrito Police Department for the services of the City of Richmond Police Department Communications Center; and

WHEREAS, the City of Richmond has the capability of providing the needed dispatch services and the sharing of dispatch services will benefit both Richmond and El Cerrito; and

WHEREAS, the City of Richmond Police Department Communications Center shall be responsible for the answering of 911 calls originating in the City of El Cerrito, twenty-four (24) hours per day, three hundred sixty-five (365) days per year; and

WHEREAS, the City of Richmond Police Department Communications Center shall receive and process all emergency and non-emergency telephone calls for the El Cerrito Police Department; and

WHEREAS, the City of Richmond shall provide dispatch services utilizing a modern Computer Aided Dispatch (CAD) System; and

WHEREAS, the City of Richmond shall provide the El Cerrito Police Department access and support to the California Law Enforcement Telecommunications System (CLETS) and Criminal Justice Information Network System (ACCJIN); and

WHEREAS, the City of Richmond will continue to host and manage the El Cerrito Police Department's records management system (RMS) until both agencies transfer to the Mark 43 platform.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Richmond that the City Manager is authorized to execute, on behalf of the City of Richmond, the agreement for the provision of Communication Services by the City of Richmond to the City of El Cerrito, as set forth in Exhibit A attached hereto and incorporated herein by reference, subject to final approval as to form by the City Attorney.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a special meeting thereof held July 11, 2017, by the following vote:

AYES: Councilmembers Choi, Martinez, McLaughlin, Myrick, Willis, Vice Mayor Beckles, and Mayor Butt.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

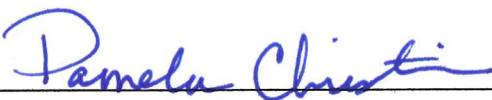
TOM BUTT
Mayor

Approved as to form:

BRUCE GOODMILLER
City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 77-17**, finally passed and adopted by the City Council of the City of Richmond at a special meeting held on July 11, 2017.



Pamela Christian, Clerk of the City of Richmond

EXHIBIT A

AGREEMENT FOR COMMUNICATION SERVICES BETWEEN THE CITY OF RICHMOND AND THE CITY OF EL CERRITO

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Richmond, "Richmond" and the City of El Cerrito, "El Cerrito."

For and in consideration of the mutual promises herein exchanged the parties do hereby agree as follows:

1. TERM

1.1 Effective Dates: This Agreement shall be effective from July 1, 2017 through June 30, 2022 unless terminated as provided herein.

1.2 Renewal: At any time during the term of this Agreement the parties may evaluate the terms of this Agreement and modify the agreement. Any amendment shall be in writing and approved by both parties to this Agreement.

1.3 Termination: Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, either party may terminate this Agreement to not less than nine (9) months written notice to the other party. In the event that this Agreement is terminated for any reason, the obligations of El Cerrito to make payments to Richmond for services provided, and obligations of El Cerrito and Richmond for mutual indemnification shall continue after any such termination. El Cerrito's obligation to pay the City of Richmond for services ends at the termination of the agreement.

2. SCOPE OF SERVICES

2.1 Duties of Richmond: Richmond agrees, through the Richmond Police Department, to provide comprehensive police dispatch services, twenty-four (24) hours per day, three hundred sixty-five (365) days per year, for the El Cerrito Police Department. These services shall include the following:

2.1.1 Emergency and Non-Emergency Telephone Services: Richmond will receive and process all emergency and non-emergency telephone calls for El Cerrito Police Department, including those received on 9-1-1 telephone lines and on published seven-digit emergency telephone lines at the Richmond Police Department Communications Center.

2.1.2 Computer Aided Dispatch: Richmond shall provide dispatch services utilizing a modern Computer Aided Dispatch (CAD) System at the Richmond Police Department Communications Center. Richmond agrees to authorize El Cerrito to have unlimited access to amend, enter, or view their data within this system. The El Cerrito Police Department shall be responsible for any/all hardware or software costs necessary for access to the CAD System. The El Cerrito Police Department agrees not to release any confidential information from, or grant access to any third party without prior written authorization from Richmond, except that the El Cerrito Police Department may release information that describes El Cerrito Police Department operational activity. In the event that El Cerrito believes that information contained in the CAD System would be responsive to a request for records made under the California Public Records Act, El Cerrito shall confer

with Richmond prior to disclosing the information.

2.1.3 California Law Enforcement Telecommunications System Database Support: Richmond will provide limited California Law Enforcement Telecommunications System Database (CLETS) support for El Cerrito Police Department field activities. For the purposes of this Agreement, the hours during which Richmond shall provide CLETS support will be: Monday-Friday, 1800-0700 hours, Saturday and Sunday, 24 hours per day. CLETS support will consist of entering or removing: stolen/recovered vehicles, vehicle tows/impounds, missing persons, and locating wanted persons in the CLETS.

2.1.4 CLETS Access: Richmond will provide access to CLETS during the term of this Agreement; however, El Cerrito Police Department shall be responsible for managing and obtaining CLETS mnemonics, as well as any/all hardware or software costs associated with accessing this database.

2.1.5 Richmond Criminal Justice Information Network System (ACCJIN) Access: Richmond shall provide access to ACCJIN during the term of this Agreement; however, the El Cerrito Police Department shall be responsible for any/all hardware or software costs associated with accessing this database.

2.1.6 Technical Services: The El Cerrito Police Department will be responsible for any/all hardware or software costs associated with secondary hardware or software applications. The Richmond Police Department will not provide support for El Cerrito Police Department owned or other El Cerrito on-premise equipment.

2.1.7 Records Management Services: The Richmond Police Department currently hosts and manages El Cerrito Police Department electronic records (RMS). Both the Richmond Police Department and El Cerrito Police Department intend to transfer their electronic records to a records management system platform provided by Mark 43, Inc. The Richmond Police Department shall continue to provide RMS services to the El Cerrito Police Department until the transfer of both agencies' electronic records to the Mark 43, Inc. platform is completed.

3. OPERATIONAL ISSUES

3.1 Policies and Procedures: The Richmond Police Department Communications Center shall be under the direction and management control of the Richmond Police Chief. Matters concerning communication procedures, operations, complaints, requests for changes and/or similar operational matters provided for under this Agreement shall be submitted, in writing, to the Richmond Police Chief by the El Cerrito Police Chief or his/her designee.

3.2 Conflict Resolution: During regular business hours, the supervisory personnel from the El Cerrito Police Department should attempt to resolve problems involving dispatch by contacting the on-duty Communications Shift Supervisor (CSS). If the matter remains unresolved after contacting the on-duty CSS, the El Cerrito supervisory personnel should contact the on-duty Lieutenant at the Richmond Police Department.

3.3 Special Events: Whenever possible, the El Cerrito Police Department shall notify the Richmond Police Department Communications Center of any planned special events at least thirty (30) days in advance of the event. If extra personnel are required, the El Cerrito Police Department agrees to reimburse Richmond for this additional cost. The cost of and whether extra personnel are required shall be reviewed and agreed upon by the parties to this Agreement at least thirty (30) days in advance of the event.

4. LEVEL OF SERVICE

4.1 Level of Service: Richmond shall provide police dispatch services twenty-four (24) hours per day, 365 days per year.

4.2 Staffing: Richmond agrees to maintain the appropriate staffing levels within the Richmond Police Department Communications Center to deliver the services set forth in this Agreement.

5. PROVISION OF LABOR AND EQUIPMENT

5.1 Labor and Equipment: Richmond shall supply all labor and supplies necessary to maintain the level of service required by this Agreement. Any equipment purchased by the El Cerrito Police Department to be utilized by the Richmond Police Department Communications Center staff shall meet the Richmond Police Chief's specifications (hereafter "El Cerrito Equipment"). Any El Cerrito Equipment shall remain within the Richmond Police Department Communications Center during the term of this Agreement but shall be owned by El Cerrito. Richmond and El Cerrito shall meet and confer before the installation of El Cerrito Equipment to discuss installation, maintenance and security protocols. Richmond Police Department Communications Center staff shall use reasonable care when operating El Cerrito Equipment. El Cerrito shall be responsible for routine maintenance, repairs, and upgrades of El Cerrito Equipment. Richmond shall allow El Cerrito employees and contractors reasonable access to the Richmond Police Department Communications Center to perform maintenance, repair, and upgrades of El Cerrito Equipment, subject to any standard security measures employed by Richmond at the Richmond Police Department Communications Center. In the event of damage to El Cerrito Equipment beyond normal wear-and-tear, Richmond and El Cerrito shall meet and confer in good faith to determine responsibility for any such damage and whether reimbursement by Richmond, if applicable, shall be direct or a credit against a monthly payment by El Cerrito, as provided for in Section 7.1 of this Agreement.

6. PERSONNEL

6.1 Status of Employees: All persons employed by Richmond to perform services pursuant to this Agreement are Richmond employees and shall at all times be under the direction and control of Richmond.

6.2 Hiring, Supervising and Managing Employees: Richmond is responsible for hiring, supervising and managing communication employees. Richmond is bound to

abide by bargaining agreements covering Richmond employees performing services pursuant with this Agreement. The El Cerrito Police Chief will be provided an opportunity to provide comments to the Richmond Police Chief concerning the performance of dispatch personnel performing services for the El Cerrito Police Department under the terms of this Agreement.

7. PAYMENT

7.1 Cost Structure: El Cerrito will pay Richmond the dollar amounts referenced in the table listed below:

July 1, 2017-June 30, 2018	July 1, 2018-June 30, 2019	July 1, 2019-June 30, 2020	July 1, 2020-June 30, 2021	July 1, 2021-June 30, 2022	Total
\$760,456	\$798,479	\$838,403	\$880,323	\$924,339	\$4,202,000

Richmond will invoice El Cerrito monthly based on a proration of the annual amount. The monthly cost will be 1/12 of the annual cost, payable by the 10th day of the month, for services rendered under this Agreement.

7.2 Payment of Costs: Nonpayment by El Cerrito of a properly charged and invoiced monthly bill for services within the time provided for payment shall be an event of default of this Agreement. In the event of nonpayment, Richmond shall provide notice of default to El Cerrito. If El Cerrito does not cure the default within 10 calendar days of notice from Richmond, or any extension granted by Richmond in writing, Richmond's remedy shall be to terminate this Agreement upon thirty (30) days written notice, and discontinue the provision of services under this Agreement. Richmond shall be entitled to nine (9) months' notice of termination of this Agreement without cause and associated payments for services, consistent with the provisions of 1.3 Termination. In the event of termination of this Agreement related to a billing dispute, the parties shall meet and confer in good faith on an urgency basis to resolve any outstanding issues.

8. INDEMNIFICATION AND HOLD HARMLESS

8.1 Indemnification by El Cerrito: El Cerrito shall indemnify and hold Richmond, its officers, agents, employees, volunteers, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of El Cerrito, its officers, agents, employees, volunteers, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on Richmond by the provisions of California Government Code Section 895.2, and El Cerrito shall defend at its expense, including attorney fees, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

8.2 Indemnification by Richmond: Richmond shall indemnify and hold El

Cerrito, its officers, agents, employees, volunteers, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of Richmond, its officers, agents, employees, volunteers, subcontractors, and independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of the Agreement to the extent that such liability is imposed on El Cerrito by the provisions of California Government Code Section 895.2, and Richmond shall defend at its expense, including attorney fees, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

9. RIGHT TO AUDIT

Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

10. INTERNAL POLICIES

If requested by the Richmond Police Chief or the El Cerrito Police Chief, an internal policy memorandum may be entered into by and between said Richmond Police Chief and the El Cerrito Police Chief with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to administratively implement, interpret, or clarify one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the El Cerrito City Council and Richmond City Council. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

11. DISPUTE RESOLUTION

(a) Any controversy, claim or dispute arising out of or relating to this Agreement shall be settled first by non-binding negotiations. Either party may initiate negotiation proceedings by giving written notice to the other party, setting forth the particulars of the dispute and requesting that the parties meet to resolve the dispute. Within ten (10) days after receipt of such letter, the parties shall meet on at least two occasions to attempt to resolve the matter. If the controversy is not resolved by informal negotiations within thirty (30) days after the receipt of the written notice, the matter shall be referred to a retired judge or justice selected in accordance with the rules of JAMS (the "Mediator") for non-binding mediation. Such mediation shall occur in an informal, non-binding conference or conferences between the parties in which the Mediator shall seek to guide the parties to resolution on the matter. At least ten (10) days before said mediation, each party shall submit to the Mediator a written statement of not more than ten (10) pages setting forth the dispute. All fees and costs incurred in connection with this mediation shall be equally borne by the parties.

(b) Notwithstanding anything to the contrary, Section 11 is not intended to limit or restrict the rights of either party to seek any judicial remedy.

(c) Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California. Any action to enforce or interpret the provisions of this Agreement must be commenced in the courts of the State of California, and venue for purpose of any action in connection with this Agreement or any document referred to herein shall be in the County of Contra Costa.

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

13. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understanding, oral or written, in connection therewith.

14. NO OBLIGATION TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation, or entity, other than in the parties hereto, including but not limited to the employees of the parties, to any of the benefits hereunder. Nothing in this Agreement is intended to expand the duties and obligations of El Cerrito and/or Richmond with regard to third parties.

15. CONSTRUCTION OF AGREEMENT

This Agreement shall be constructed and enforced pursuant to the laws of the State of California.

16. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

17. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

Agreement for Communication Services Between the City of Richmond and the City of El Cerrito

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

By: _____
Bill Lindsay, City Manager
City of Richmond

By: _____
Scott Hanin, City Manager
City of El Cerrito

By: _____
Allwyn Brown, Chief of Police
Richmond Police Department

By: _____
Paul Keith, Chief of Police
El Cerrito Police Department