



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: June 24, 2014

SUBJECT: EXTEND CURRENT AGREEMENT BETWEEN THE CITY OF CONCORD AND THE CITY OF CLAYTON TO PROVIDE FOR DISPATCH, COMPUTER AIDED DISPATCH SYSTEM SERVICES, AND TEMPORARY HOLDING AND DETENTION SERVICES FOR SIX MONTHS TO DECEMBER 31, 2014.

Report in Brief

Staff recommends Council approve an extension to the existing agreement between the City of Concord and the City of Clayton for Dispatch, Computer Aided Dispatch (CAD) system services, temporary holding and detention services for a six (6) month term at the current monthly charge of \$14,053 plus a cost of living adjustment of 2.4%, based on the Consumer Price Index. The new monthly charge, inflated for CPI, is \$14,390, which equates to \$86,340 for the full six (6) month extension period. Staff recommends Council authorize the City Manager to execute the Agreement.

Background

The City of Concord has a long history of providing Police services to the City of Clayton which includes dispatch, Computer Aided Dispatch (CAD) system, and temporary holding and detention services. The current agreement expires on June 30, 2014. Concord staff is in the process of reviewing the existing service levels and updating the costs for providing such services to the City of Clayton. Additional time is needed for Concord staff to complete its review and negotiate with the City of Clayton. Therefore, in order to maintain service provided to the City of Clayton, a six-month extension of the existing contract is necessary. The extension would run from July 1 through the end of December, 2014. Clayton staff has reviewed the contract extension and will be presenting it to their Council for review and expected approval on June 17th.

Discussion

Staff believes it is appropriate for the Council to extend this agreement because it provides mutual benefits. Clayton benefits from the provision of the services at a reasonable price. Concord receives compensation for the cost of providing the services. Both communities benefit from the continued strong relationship between the two cities.

Under the existing Agreement, the Concord Police Department provides Police Dispatch services, including 911 call-taking, for the City of Clayton. Additionally, Clayton Police use the

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Concord Police Computer Aided Dispatch (CAD) system, Crime Management System and EZ-Writer system to facilitate communications, reporting and records functions. Concord's Information Technology Department provides the technical support of these Concord systems employed by the Clayton Police Department. Under the extension all of these services continue at current levels for the next six months, with the same pricing model—which includes an annual CPI.

Fiscal Impact

The cost to the City of Concord for providing the service required by the agreement is paid from the City's general fund; the revenue received from Clayton as payment for services is placed in the City's general fund. Given the annual CPI built into the current contract, the monthly charge to the City of Clayton would go up 2.4% for the term of the extension to \$14,390 a month.

Public Contact

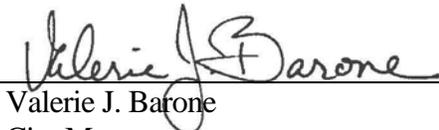
Posting of the Council Agenda as required by law.

Recommendation for Action

Staff recommends the City Council approve a six (6) month extension to the agreement with the City of Clayton which authorize the City of Concord to provide the City of Clayton with Dispatch, Computer Aided Dispatch System Services and Detention Services, and authorize the City Manager to execute the agreements.

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Valerie J. Barone

City Manager

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Attachment 1: Amendment for Agreement with the City of Clayton

Attachment 2: Current Agreement with the City of Clayton

AMENDMENT TO AGREEMENT BETWEEN THE CITIES OF CONCORD AND CLAYTON FOR POLICE DISPATCH, DETENTION AND INFORMATION TECHNOLOGY SERVICES

1 This Amendment to Agreement is entered into this ____ day of June, 2014.

2 **WHEREAS**, on August 19, 2009, the City of Concord, a municipal corporation (hereinafter
3 “Concord”), and the City of Clayton, a municipal corporation (hereinafter “Clayton”) entered into an
4 Agreement for Police Dispatch, Detention and Information Technology Support Services (hereinafter
5 “2009 Agreement”). A true and correct copy of said Agreement is attached hereto as Attachment A
6 and incorporated herein by reference. The term of that Agreement was from July 1, 2009 through June
7 30, 2012, and automatically renewed for an additional two (2) years (up to and including June 30,
8 2014) absent termination by either of the parties. No party has terminated the agreement, and it is
9 currently scheduled to expire on June 30, 2014.

10 **WHEREAS**, Concord and Clayton hereby agree to extend the 2009 Agreement for a term of
11 six (6) additional months, up to and including December 31, 2014.

12 **NOW, THEREFORE**, based upon the mutual promises and understandings of the parties, the
13 2009 Agreement is amended as follows:

14 **Section 3. – Term**

15 The term of this Agreement, shall be extended up to and including December 31, 2014.

16 All other obligations, promises, terms and conditions of the 2009 Agreement shall remain
17 unchanged.

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ORIGINAL

1 **AGREEMENT WITH THE CITY OF CLAYTON**
 2 **FOR**
 3 **POLICE DISPATCH, DETENTION AND**
INFORMATION TECHNOLOGY SUPPORT SERVICES

4 **THIS AGREEMENT** is entered into this 17 day of Aug, 2009 between the
 5 CITY of CONCORD, a municipal corporation, (hereinafter CONCORD) and the CITY of
 6 CLAYTON, a municipal corporation, (hereinafter CLAYTON).

7 **WHEREAS**, CLAYTON and CONCORD entered into an agreement dated September
 8 28, 1999 as amended February 27, 2001 for the provision of dispatch and temporary holding and
 9 detention services; and

10 **WHEREAS**, CONCORD desires to terminate the present agreement and the parties must
 11 enter into this agreement in recognition of advancements in dispatch, CAD system, and
 12 communications technology and services.

13 **NOW, THEREFORE**, in consideration of the mutual promises, covenants and
 14 conditions herein contained, the parties agree as follows:

15 **1. Services to be Provided.**

16 **A. Dispatch and CAD System**

17 CONCORD shall provide to CLAYTON dispatch and CAD system services as
 18 more specifically described in Exhibit "A" attached hereto and made a part hereof
 19 as if fully set forth.

20 **B. Law Enforcement Reporting and Records Management System**
 21 **(RMS)**

22 CONCORD will procure, install, configure, support, replace and maintain an
 23 RMS that will meet CLAYTON's needs at a service level determined and agreed
 24 to by CONCORD as more specifically described in Exhibit "A".

25 **C. Voice Radio Communication**

26 CONCORD will provide CLAYTON with Voice Radio Communications as more
 27 specifically set forth in Exhibit "A".
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1 **D. Electronic Messaging System (E-Mail)**

2 CONCORD will allow the CLAYTON Police Department to use Concord's e-
3 mail system as more specifically set forth in Exhibit "A".

4 **2. Detention Services**

5 CONCORD will accept individuals arrested by CLAYTON into CONCORD's temporary
6 holding facility. CONCORD shall apply its detention guidelines. Prisoners not meeting
7 CONCORD's guidelines will not be accepted. Charges associated with an arrest and
8 housing of a prisoner whose only charge is on a warrant shall be billed based upon Contra
9 Costa County policy.

10 **3. Term**

11 The term of this Agreement shall be three (3) years commencing July 1, 2009 and ending
12 June 30, 2012 and shall automatically renew for an additional two (2) years unless
13 notification of termination is given as provided herein.

14 **4. Payment**

15 **A.** CLAYTON shall make monthly payments for the services provided in
16 Section 1, as more specifically set forth in Exhibit "B", subject to annual
17 adjustment as provided herein. The monthly payment shall be invoiced by
18 CONCORD and paid by CLAYTON within thirty (30) days of date received.

19 **B.** For all other services the price shall be determined based on the direct
20 incremental cost of provisioning services and support for the various systems.
21 This pricing shall be recalculated at such time as any system undergoes
22 replacement, extensive modification/addition/subtraction in functionality, or when
23 services and/or systems are added or removed from use by CLAYTON. This
24 provision is not subject to any caps.

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5. **Price Adjustment**

Each year the price for all services rendered through this Agreement shall be adjusted using the January to January San Francisco-Oakland-San Jose Consumer Price Index (CPI) rate (base period 1982). Any such incremental adjustment will not be less than zero (0%) percent and shall not exceed five (5%) percent. If the CPI exceeds five (5%) percent in any year this Agreement is in effect, CLAYTON and CONCORD agree to meet and mutually agree on the annual incremental adjustment and/or revised CPI cap. CONCORD will provide CLAYTON with the dollar amount of the annual increase by January 31 of each year. Such notification shall originate from the CONCORD Finance Department and become effective on July 1st of that calendar year.

6. **Termination**

Either party may terminate this Agreement for any reason including convenience with six (6) months written notice to the other party.

7. **Reopener Provisions.**

Either party may request of the other to renegotiate the terms and conditions of this Agreement upon the occurrence of any one of the events listed below:

- CLAYTON understands that the CONCORD Police Department intends to replace the existing Crime Management System (CMS) and EZ-Writer reporting and records management system. CLAYTON and CONCORD agree to meet and mutually agree to revise pricing for services provided through this agreement when this system replacement is undertaken.
- CLAYTON understands that CONCORD intends to replace the existing email system, Exchange 5.5, with a system that is supported and maintained by its manufacturer. CLAYTON and CONCORD agree to meet and mutually agree to revise pricing for services provided through this agreement when the email system is replaced.

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- Either CONCORD or CLAYTON undertakes significant changes to the Dispatch function.
 - When services and/or systems are added and/or removed from use by CLAYTON.
 - If the stated CPI for any given year exceeds 5%.
 - If the cost incurred by CONCORD for obtaining parcel data, street data, aerial pictometry, or any other data supporting any system utilized by CLAYTON increases by more than five percent (5%) or new data is required by a new or existing system.
 - If any system utilized by CLAYTON is replaced, upgraded, and/or significantly modified that materially affects or impacts services herein provided by Concord.

12 **8. Indemnification**

13 A. CLAYTON shall indemnify, defend, and hold harmless CONCORD, its
14 employees, officers, directors, and agents from and against any and all claims
15 arising from the conduct of CLAYTON's business or from any activity, work, or
16 things done, permitted or suffered by CLAYTON, its agents, officers, contractors,
17 or employees; and from and against any and all claims arising from a breach or
18 default in the performance of this Agreement or arising from any negligence of
19 CLAYTON and from any and all costs, attorneys' fees claim, or any action or
20 proceeding brought thereon; and in case any action or proceeding be brought
21 against CONCORD, CLAYTON shall defend the same at CLAYTON's expense.

22 B. CONCORD shall indemnify, defend, and hold harmless CLAYTON, its
23 employees, officers, directors, and agents from and against any and all claims
24 arising from the conduct of CONCORD's business or from any activity, work, or
25 things done, permitted or suffered by CONCORD, its agents, officers, contractors,
26 or employees; and from and against any and all claims arising from a breach or
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1 default in the performance of this Agreement or arising from any negligence of
2 CONCORD and from any and all costs, attorneys' fees claim, or any action or
3 proceeding brought thereon; and in case any action or proceeding be brought
4 against CLAYTON, CONCORD shall defend the same at CONCORD's expense.
5

6 **9. Notice**

7 All notices required herein shall be sent via First Class U.S. Mail with postage prepaid
8 thereon to the parties as follows:
9

10 CONCORD: Attn: Chief of Police
11 City of Concord Police Department
12 1350 Galindo Street
13 Concord, CA 94520

14 AND Attn: Director of Information Technology
15 City of Concord
16 1950 Parkside Drive
17 MS 05
18 Concord, CA 94519

19 CLAYTON: Attn: Chief of Police
20 City of Clayton Police Department
21 6000 Heritage Trail
22 Clayton, CA 94517

23 Notices shall be deemed effectively served upon deposit in the United States Mail.

24 **10. Amendment**

25 This Agreement may be amended, modified, or changed by the parties provided that said
26 amendment, modification or change is in writing and approved by the legislative bodies
27 of both parties.

28 **11. Entire Agreement**

This Agreement contains the entire agreement between the parties hereto. No promise,
representation, warranty, or covenant not included in this Agreement has been or is relied
on by any party hereto.

1 **IN WITNESS WHEREOF**, the parties have executed this Agreement the date and year
2 first written above.
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4 **CITY OF CLAYTON**

CITY OF CONCORD

6 By:

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6 By:

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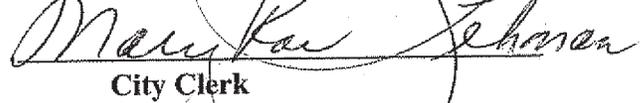
8 Name: Gary A. Napper
9 Title: City Manager

8 Name: Daniel E. Keen
9 Title: City Manager

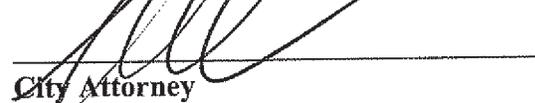
10 **ATTEST:**

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12 City Clerk

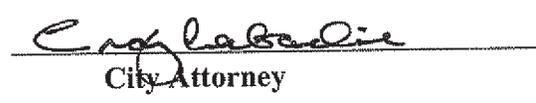
10 **ATTEST:**

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12 City Clerk

13 **APPROVED AS TO FORM**

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15 City Attorney

13 **APPROVED AS TO FORM**

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15 City Attorney

Finance Director's Certification
City of Concord

Date: August 18, 2009

Account Code: N/A

Amount: \$ Ø

No Fiscal Impact FY 10 sim 8/18/09

I hereby certify that adequate funds exist or will be received during the current fiscal year 2009/2010 to pay the anticipated expenses to be incurred pursuant to this contract.

for Lawrence Chry

Margaret L. Lefebvre
Director of Finance

1 **EXHIBIT A**

2 **AGREEMENT WITH CLAYTON**
3 **FOR DISPATCH AND CAD SYSTEM SERVICES**

4 **DESCRIPTION OF SERVICES:**

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6 **Dispatch Function and Systems Provided to Clayton**

7 Concord Police Department (CPD) is the defined Public Safety Answering Point (PSAP)
8 for Calls for Clayton Service originating within Clayton City Limits, including cell phone
9 based calls for service originating on Cell towers assigned by the Cellular carrier to the
10 Concord PSAP regardless of specific geographic location of the originating call.

- 11 • CPD Dispatch will provide emergency and non-emergency call handling pursuant to
12 Policies, Procedures, Practices, and Standards employed by CPD Dispatch in
13 responding to Concord-based calls for service.
 - 14 • Clayton agrees to use and comply with all Concord Police Department Policies,
15 Procedures, Practices, and Standards associated with the dispatching of Officers
16 including such amendments as may be deemed necessary by the Concord Police
17 Department, approved by its Chief of Police, and reviewed in advance with the
18 Clayton Chief of Police.
 - 19 • Concord will allow and support Clayton Police Department's use of the Computer
20 Aided Dispatch (CAD) system currently employed by the Concord Police
21 Department, with the following conditions:
 - 22 • Concord will provide CAD system software and communication software to Clayton,
23 charging Clayton for the direct incremental costs incurred by Concord associated with
24 Clayton's use of the system.
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- Clayton agrees to procure and maintain at its sole expense all computers and associated communication and vehicle location equipment in accordance with the specifications provided by Concord.
 - Clayton agrees to procure and maintain at its sole expense a data communications line between Clayton City Hall and a location designated by Concord for purposes of extending Concord's Law Enforcement network to Clayton. Such communications line shall conform to Department of Justice security requirements including any revisions or amendments as shall be made over time.
 - Clayton may, at its sole discretion, utilize Concord as the source of this equipment and service. Such use will be governed by a separate Agreement/Memorandum of Understanding (MOU) between Clayton and Concord.
 - Concord will procure, install, configure, support, and maintain a CAD for the Concord Police Department. The CAD system is to meet the service level needs of Clayton as well.
 - Concord will procure, install, configure, support, and maintain a Law Enforcement Reporting and Records Management System (RMS) that will meet Clayton needs at a service level determined and agreed to by the Concord Police and Information Technology Departments.

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Concord will allow and support Clayton Police Department's use of the RMS currently employed by the Concord Police Department, with the following conditions:

- Concord will provide RMS system software and communication software to Clayton, charging Clayton for the direct incremental costs incurred by Concord associated with Clayton's use of the system.

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- 2 • Clayton agrees to procure and maintain at its sole expense all computer and
3 associated equipment, software, and licenses in accordance with the specifications
4 provided by Concord.
 - 5 • Clayton may, at its sole discretion, utilize Concord as the source of this equipment
6 and service. Such use will be governed by a separate Agreement/Memorandum of
7 Understanding (MOU) between Clayton and Concord.

8 Concord will procure, install, configure, support, replace, and maintain an Electronic
9 Messaging system (e-mail). Concord will allow and support Clayton Police
10 Department's use of the e-mail system currently employed by the Concord Police
11 Department, with the following conditions:

- 12
- 13 • Concord will provide e-mail system software and communication software and/or
14 licenses to Clayton, charging Clayton for the direct incremental costs incurred by
15 Concord associated with Clayton's use of the system.
 - 16 • Clayton agrees to procure and maintain at its sole expense all computer and
17 associated equipment, software, and licenses in accordance with the specifications
18 provided by Concord.
 - 19 • Clayton may, at its sole discretion, utilize Concord as the source of this equipment
20 and service. Such use will be governed by a separate Agreement/Memorandum of
21 Understanding (MOU) between Clayton and Concord
 - 22 • Clayton understands the need for, and agrees to, periodic system maintenance periods
23 as shall be developed over time to facilitate continued smooth operation of the
24 various systems. Such maintenance periods will be scheduled and noticed in
25 accordance with any service level agreements in place governing the various systems.
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- Clayton agrees to comply, at its sole cost, with current California Department of Justice (DOJ) security requirements including any changes, revisions, or amendments as may be made over the term of this agreement.
 - Clayton understands and agrees that Concord will function as the point of contact for DOJ for the Clayton Police Department.

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Voice Radio Communications

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- Concord will provide, support, and maintain the transceivers, repeaters, frequency licenses, Dispatch radio consoles, and all related equipment and services to keep the voice radio system operational until such time as the East Bay Regional Communications System (EBRCS) shall be fully operational in the Concord/Clayton area including a reasonable time for transition.
 - Concord shall permit Clayton PD's use of Concord radio channels for communicating with Concord Dispatchers and other communications needs incurred in the ordinary course of conducting Police business for the City of Clayton. Clayton agrees to procure and maintain at its sole expense radio subscriber units compatible with Concord's current radio infrastructure. Clayton may, at its sole discretion, utilize Concord as the source of this equipment and service. Such use will be governed by a separate Agreement.
 - Clayton agrees to use and comply with all Concord Police Department Policies, Procedures, Practices, and Standards associated with voice radio communications including such amendments as may be deemed necessary by the Concord Police Department, approved by its Chief of Police, and reviewed in advance by the Clayton Chief of Police.
 - Each party understands that the other is a participant in the EBRCS and that Concord will dismantle the existing radio infrastructure once the EBRCS is operational and

1 Concord has completed transitioning to the EBRCS. Should Clayton choose to
2 participate in the EBRCS, Clayton may, at its sole discretion, utilize Concord to
3 facilitate Clayton's transition to the EBRCS. Such use will be governed by a separate
4 Agreement/Memorandum of Understanding (MOU) between Clayton and Concord.
5 Should Clayton ultimately choose NOT to participate in the EBRCS, the Concord
6 Police Department will be unable to provide Dispatch services to the City of Clayton
7 effective with the start of Concord's transition to the EBRCS.
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9 **Desktop, Vehicle, and Network infrastructure support and maintenance**

- 10
- 11 • The City of Concord Information Technology Department shall provide desktop and /
12 or laptop support, Mobile Data Computer (MCD) support for Motorola MW800 units
13 mounted in Police vehicles (including the same mobile data connectivity used to
14 support Concord PD units), and network cabling, routing, and packet switching
15 support for all Law Enforcement computers connected to the Clayton Police
16 Department computer network.
 - 17 • The aforementioned support will be provided at no additional cost to the Clayton
18 Police Department, beyond what is specified in Exhibit B, provided that the
19 computers (PCs and laptops) are no older than four (4) years and MCDs are no older
20 than six (6) years, or the same model as used by the Concord Police Department. The
21 City of Clayton shall be responsible for the equipment and monthly recurring costs of
22 providing mobile data connectivity to Clayton's Police vehicles.
 - 23 • Clayton understands that Concord intends to replace the MDCs in Concord PD
24 vehicles commencing in FY 2009-10 in accordance with Concord's Technology
25 Replacement program. Concord shall notify Clayton PD when this project becomes
26 active and will invite Clayton PD to send a representative to any or all of the project
27 meetings.
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- At Clayton's sole discretion, Clayton may bundle any desired MDC purchase and installation with Concord's purchase and installation schedule. Any such arrangement shall be governed by a separate agreement.
 - Clayton retains the right to select any MDC they deem appropriate. Should Clayton opt for a different MDC, make, model, or configuration from Concord, Clayton understands Concord IT support staff may not be able to support the MDCs and may not be able to guarantee functionality with existing software, such as the CAD system.

10 **Software Licensing and version updates**

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- The software versions (for Microsoft Office, Outlook, etc) shall be licensed by the Clayton Police Department at their sole expense and shall be kept current with the version(s) in use at the Concord Police Department. Support for software used by Clayton Police staff that is different from or in addition to that used by the Concord Police Department shall be on a best effort basis only. Concord IT support staff will spend a maximum of one (1) hour troubleshooting this software. The City of Clayton understands and agrees that final resolution of any incompatibilities in software may necessitate changing to the same software used by the Concord Police Department.
 - The City of Clayton understands that the City of Concord intends to remain within one release version of the most current Microsoft Office Suite which includes Word, Excel, PowerPoint, Outlook, etc, and other manufacturers' software currently in use by the Concord Police Department. The City of Concord will provide notice to the Clayton Police Department of any planned upgrades to allow the Clayton Police Department to obtain any required licenses. Software that is older than one release previous to the most current version available will be supported on a best effort basis only. Concord IT support staff will spend a maximum of one (1) hour attempting to

1 resolve issues concerning software incompatibility. The City of Clayton understands
2 and agrees that ultimate resolution of any software incompatibilities may necessitate
3 Clayton obtaining upgraded software, and that Clayton will obtain any necessary
4 upgrades at Clayton's sole expense. Clayton may, at its sole discretion, utilize
5 Concord as the source of any or all software licenses. Such use will be governed by a
6 separate Agreement/Memorandum of Understanding (MOU) between Clayton and
7 Concord.
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10 **TERMS & CONDITIONS**

- 11 • Clayton and Concord recognize that the anticipated charges set forth in Exhibit B for
12 labor associated with dispatching, detention and information technology support to
13 Clayton do not fully recover Concord's full allocated costs. The charge set forth in
14 Exhibit B for such services, which shall be \$120,000 in FY 2009-10 and adjusted for
15 inflation annually thereafter, has been negotiated in good faith between the Cities of
16 Concord and Clayton, and recognizes the complementary benefits of the positive
17 working relationship established over many years between the cities.
- 18 • For all other services, charges incurred by Clayton shall be determined based on the
19 direct incremental costs incurred by Concord to provision such services and support
20 for the various systems utilized by Clayton. This pricing shall be re-calculated at
21 such time as any system undergoes replacement, extensive
22 modification/addition/subtraction in functionality, or when services and/or systems
23 are added or removed from use by Clayton. This provision is not subject to any caps.
- 24 • Clayton understands that systems provided by Concord require periodic replacement
25 to ensure continued smooth business operations. In recognition of Concord's
26 agreement to not assess replacement fees to Clayton, Clayton agrees to participate
27 financially in the funding of replacement systems as the need arises and in accordance
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1 with the Replacement schedule established by Concord. Such financial participation
2 shall be mutually agreed upon prior to Concord commencing work on replacing any
3 system provided to Clayton. Any such agreement shall be documented in a
4 Memorandum of Understanding (MOU) executed between Concord and Clayton.
5

- 6 • Clayton will notify Concord if any of the following events occur:
 - 7 ○ The addition of housing and/or commercial development of 50 or more mailing
8 addresses OR adding five (5) or more streets/courts/alleys/lanes/etc. (whether
9 public or private) in the City of Clayton. This will ensure that the CAD system
10 geo-verification and turn-by-turn driving directions functionality remains current
11 and accurate.
 - 12 ○ Annexation of additional land by the City of Clayton.
 - 13 ○ Construction of new cell towers/sites within Clayton City Limits.
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EXHIBIT B

Clayton Costs

10 Year Plan provided for planning purposes only and is based on the assumptions below
FY09-10 FY10-11 FY11-12 FY12-13 FY13-14 FY 14-15 FY15-16 FY16-17 FY17-18 FY18-19
 Agreed to by Concord & Clayton City Managers

One-Time	13,173	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
On-going	36,432	37,525	38,650	39,810	41,004	42,234	43,501	44,807	46,151	47,535									
Labor	120,000	123,600	127,308	131,127	135,061	139,113	143,286	147,585	152,012	156,573									
Sub Total	169,605	161,125	165,958	170,937	176,065	181,347	186,788	192,391	198,163	204,108									
Discount	-	-	-	-	-	-	-	-	-	-									
Clayton Annual Cost	169,605	161,125	165,958	170,937	176,065	181,347	186,788	192,391	198,163	204,108									

Assumptions:

- 1- 10 Year Plan assumes NO change in services, service levels, or volumes
- 2- Assumed CPI of 3% applies to labor and on-going costs, actual CPI may vary
- 3- Additional one-time costs may be required in future years and is NOT shown