CONSORTIUM RECORDS MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF RICHMOND, a municipal corporation, and the CITY OF SAN PABLO, a municipal corporation, the CITY OF EL CERRITO, a municipal corporation, the KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT, CITY of PINOLE, a municipal corporation, and CITY of HERCULES, a municipal corporation (hereinafter collectively referred to as "CONTRACT CITIES/SPECIAL DISTRICT").

For and in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereto mutually agree and promise as follows:

1. **SERVICES**. The CITY of RICHMOND and the CONTRACT CITIES/SPECIAL DISTRICT shall perform those services and carry out that work described in the SERVICE PLAN, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

2. **COMPENSATION**. The CONTRACT CITIES/SPECIAL DISTRICT shall pay to the CITY of RICHMOND those payments described in the PAYMENT PROVISIONS, attached hereto and incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein. During the term of this Agreement, shared costs are established through a combined consideration of identified operating expenses and measured service demands.

   The CONTRACT CITIES/SPECIAL DISTRICT recognize that in subsequent years of this Agreement, there will be increased charges associated with negotiated salary and benefit increases, as well, as inflationary adjustments incurred by the CITY of RICHMOND through vendors supporting the consolidated dispatch operations. In view of potential increased costs, it is agreed that the CITY of RICHMOND is hereby authorized to make adjustments to the parties' shared costs to reflect such increased charges.

3. **TERM**. This Agreement shall commence on **July 1, 2011** and shall terminate on **June 30, 2014**, unless terminated as hereinafter provided.

4. **TERMINATION OF AGREEMENT**. This Agreement may be terminated by any party, at their sole discretion, upon six (6) months advance written notice thereof to the other parties during the first year of this Agreement and with ninety (90) days written notice in subsequent years. This Agreement may be terminated immediately by written mutual consent of the CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND.

Upon the default of any party in the performance of any of its obligations under this Agreement, where such failure continues for a period of ten (10) days after written notice of such default from the non-defaulting party to the defaulting party, then the non-defaulting party may immediately terminate this Agreement upon giving written notice to the defaulting party. However, if the nature of the default is such that more than ten (10) days are reasonably required for its cure, then the non-defaulting party may not terminate this Agreement if the defaulting party commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion.

5. **MODIFICATIONS AND AMENDMENTS**. This Agreement may be modified or amended by a written document executed by all of the parties hereto; provided that, the Service Plan may be amended by a written administrative amendment executed by the Chiefs of Police of each of the parties hereto so long as the amendments do not materially change the Service Plan.

6. **CONTACT PERSON**. The contact persons for this Agreement shall be:

CITY of EL CERRITO

_____

Sylvia Moir, Chief of Police
10900 San Pablo Avenue
El Cerrito, CA 94530
(510) 215-4426

CITY of SAN PABLO

_____

Walter Schuld, Chief of Police
13880 San Pablo Avenue
San Pablo, CA 94806
(510) 215-3105

Kensington Police Protection & Community Services District

_____

Greg Harman, Chief of Police
417 Arlington Avenue
Kensington, CA 94707
(510) 526-4141

CITY of PINOLE

_____

Paul Clancy, Chief of Police
880 Tennent Avenue
Pinole, CA 94564
(510) 724-8955

CITY of HERCULES

_____

Fred Deltorchio, Chief of Police
111 Civic Drive
Hercules, CA 94547
(510) 799-8262

CITY of RICHMOND

_____

Chris Magnus, Chief of Police
1701 Regatta Boulevard
Richmond, CA 94804
(510) 620-6655

7. **NOTICES**. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices shall be addressed to the contact person designated herein. The effective date of notice to any party hereto shall be the date of deposit in the mail or of other delivery.

8. **INDEPENDENT CONTRACTOR STATUS**. This agreement is by and among independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

9. **INDEMNIFICATION**. RICHMOND shall defend, indemnify, and hold harmless EL CERRITO, SAN PABLO, KENSINGTON, PINOLE and HERCULES, their officers, agents, employees and volunteers from all claims, costs and liability arising out of or in connection with RICHMOND's performance of services under this agreement. The duty to defend shall include the duty to pay for defense counsel and, if used, arbitration services prior to any determination of fault or degree of fault. To the extent that any deficiency in RICHMOND's performance is determined following trial or arbitration to have been caused by the negligence or willful misconduct of any other party to this agreement, the responsible party shall reimburse those reasonable attorneys fees and arbitration costs incurred by Richmond to the extent caused by the negligence or willful misconduct of such party.

10. **ENTIRE AGREEMENT**. This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

11. **<u>SIGNATURES</u>**. These signatures attest the parties' agreement hereto:

CITY of EL CERRITO (Police)

By _____
Scott Hanin, City Manager

Attest:

By _____
City Clerk

CITY of SAN PABLO

By _____
Matt Rodriguez, City Manager

Attest:

By _____
City Clerk

Kensington Police Protection & Community Services District

By _____
Greg Harman, General Manager

Attest:

By_____
City Clerk

CITY of PINOLE

By _____
Belinda Espinosa, City Manager

Attest:

By _____
City Clerk

CITY of HERCULES

By _____
Fred Deltorchio, Interim City Manager

Attest:

By_____
City Clerk

CITY of RICHMOND

By _____
Bill Lindsay, City Manager

Attest:

By _____
City Clerk

SERVICE PLAN

To the Contract between the Cities of
El Cerrito, San Pablo, Pinole, Hercules and
the Kensington Police Protection and
Community Services District and

The City of Richmond

PURPOSE

This Agreement specifies the contractual terms and conditions by which the CITY of RICHMOND, through its Police Department, will provide automated records management system for its CONTRACT CITIES/SPECIAL DISTRICT and their respective Police Departments.

It is intended that this contract will mutually provide economical and operational benefits to the CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT through the consolidation of resources available for automated records management system.

SCOPE OF AGREEMENT

1. The scope of services provided hereunder shall include the following:

   A. The CITY of RICHMOND, shall provide access to the State Department of Justice California Telecommunication System (DOJ/CLETS) during the term of this Agreement to each CONTRACT CITIES/SPECIAL DISTRICT provided, however, that each CONTRACT CITIES/SPECIAL DISTRICT shall be responsible for jointly coordinating with the CITY of RICHMOND the use of authorized DOJ/CLETS mnemonics for mutual benefit of ARMS users and each CONTRACT CITIES/SPECIAL DISTRICT, at its sole costs and expense.

   B. The CONTRACT CITIES/SPECIAL DISTRICT, at its sole costs and expense, shall maintain responsibility for providing their own Agency CLETS Coordinator (ACC) formerly known as ATC per DOJ/CLETS Policy, Practices and Procedures as set forth in the DOJ/CLETS Operating Manual and in accordance with California Government Code Chapter 2.5, Section 15150 through 15167.

C. The CITY of RICHMOND through its Police Department will provide some records services limited to California Department of Justice CLETS entries during non-business hours of the CONTRACT CITIES/SPECIAL DISTRICT except for CITY of PINOLE an CITY of HERCULES and 24/7 support related to warrant duties associated with the Justice Automated Warrant System (JAWS), and California Department of Justice CLETS entries.

D. Non-Business hours are defined as 1700 hours through 0900 hours, Monday through Friday, and 24 hour service on Saturday and Sunday and all Holidays the Consortium Records are not working. In addition, Records Support may be required in emergency situations or if the assistance requires expertise beyond the ability of the on-duty Records Specialist.

E. The CITY of RICHMOND 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 which are required after normal business hours for KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, CITY of San Pablo, and CITY of EL CERRITO. Each CONTRACT CITIES/SPECIAL DISTRICT shall otherwise be responsible to provide clerical support for tasks normally associated with records data entries to ARMS.

F. The CITY of RICHMOND shall be responsible for maintaining and entering into DOJ/CLETS and JAWS (Justice Automated Warrant System) Warrants for KENSINGTON POLICE PROTECTION AND COMMUNITY SERVICES DISTRICT, CITY of San Pablo, and CITY of EL CERRITO.

G. The CITY of RICHMOND shall provide access to the All County Criminal Justice Network System (ACCJIN) during the term of this Agreement to each Contract Agency; provided, however, that each Contract Agency will be responsible for any usage fees, maintenance, and additions to/of their direct or indirect connection with ACCJIN. Connectivity with ACCJIN will be accomplished through the West County Data Communications Wide Area Network (WAN). Usage fees and maintenance costs associated with the WAN will be the individual responsibility of the CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT.

H. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT will be responsible for any current T-1 data line usage fees, maintenance, and additions to/of their direct or indirect connection with the CITY of RICHMOND Network/Wide Area Network (WAN) for the purpose of connectivity to CAD/RMS and Mobile Servers or Services.

I. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT, through their respective Chiefs of Police, shall establish an ***"Operations/Technical Advisory Group,"*** which shall meet on a quarterly basis to consider the needs and issues affecting the successful operation of this consolidated dispatching system. The "Operations/Technical Advisory Group Representative" shall be the Systems Administrator of the CITY of RICHMOND Police Department. The ***"Operations/Technical Advisory Committee Representative"*** shall be responsible for reporting to the respective Chiefs of Police on planning, equipment, personnel, cost sharing, and operations issues that are likely to impact this dispatch consolidation effort.

J. The CITY of RICHMOND and its CONTRACT CITIES/SPECIAL DISTRICT, through their respective Chiefs of Police, shall establish a ***"Users Advisory Group,"*** currently known as "PHREKS" (Pinole, Hercules, Richmond, El Cerrito, Kensington and San Pablo) which shall meet on a monthly basis to consider the needs and issues affecting the successful operation of the consolidated dispatching system software. The ***"Users Advisory Committee Representative"*** shall be responsible for reporting to the ***"Operations/Technical Advisory Committee"*** any software issues that are likely to impact this dispatch consolidation effort.

K. Prior to adding any additional agencies as parties to this Agreement, CITY of RICHMOND shall seek an advisory opinion from the Operations Advisory Group concerning said addition. CITY of RICHMOND shall not add any additional agencies as parties unless CITY of RICHMOND determines that such an addition will not result in degradation of the services being provided hereunder to existing CONTRACT CITIES/SPECIAL DISTRICT. Any additional agencies entering into this Agreement shall be responsible for all costs imposed on the CONTRACT CITIES/SPECIAL DISTRICT, in addition to, purchasing of Computer Aided Dispatch software, and hardware, as will a supplemental payment of $10,000 into the Contingency/Enhancement Fund.

L. Prior to adding any additional software licenses, the CONTRACT CITIES/SPECIAL DISTRICT, shall notify the CITY of RICHMOND prior to the expenditure with the computer names, IP addresses, and the total amount of licenses purchased. In addition, the CONTRACT CITIES/SPECIAL DISTRICT shall notify the CITY of RICHMOND the type of licenses purchased.

PAYMENT PROVISIONS

To the Contract between the Cities of
El Cerrito, San Pablo, Pinole, Hercules, and
the Kensington Police Protection and
Community Services District and

The City of Richmond

PAYMENT

The annual payment set forth for each of the participating agencies to the CITY of RICHMOND was established through an estimated budget summary. Detailed information regarding these service demands and operating costs can be found in the "Budget Summary" table, **Attachment "A"**. In consideration of these operating costs and service demands, the following payments will be made to the CITY of RICHMOND by the respective CONTRACT CITIES/SPECIAL DISTRICT, which is estimated to total **$864,142.72** over the three year period. The 10% yearly increase is only for budget purposes and billing each year of the contract will be actual costs of services. These actual costs will be submitted to each agency when billed.

A. It is agreed that the CONTRACT CITIES/SPECIAL DISTRICT shall pay to the CITY of RICHMOND, on a monthly basis for each year of this Agreement for all services rendered under this Agreement, based upon the total yearly cost for each CONTRACT CITIES/SPECIAL DISTRICT. The following amounts represent monthly payments for the 3-years of this contract. It is recognized that in year two and three of this Agreement that there is an increase of 10% per year for increased charges associated with negotiated salary, benefit increases, training of personnel, increases (through mutual agreement) in personnel, inflationary adjustments incurred through vendors, and other charges as identified and agreed upon.

B. It is agreed that CONTRACT CITIES/SPECIAL DISTRICT shall provide the CITY OF RICHMOND on a yearly basis their population and authorized personnel for which this data will be used for the entire year in compiling the monthly billings.

C. It is agreed that the CITY of RICHMOND, for the term of this Agreement, will annually apply $25,000 of the payment amount toward those costs associated with the "*consolidation*" effort of the CONTRACT CITIES/SPECIAL DISTRICT and the CITY of RICHMOND POLICE DEPARTMENT. These costs shall include, but *are not limited to*, all phases of "consolidation", the West County Data Communications Network/Wide Area Network (WAN), and any consolidation related project approved by the ***"Operations/Technical Advisory Group."***

D. The monies received by the CITY of RICHMOND for dispatch enhancements shall be placed in a separate enterprise account maintained by the CITY of RICHMOND. The monies in this account may not be used for any purpose other than those described above in Section B of the Payment Provisions. Each month the CITY of RICHMOND shall provide a report to the "***Operations/Technical Advisory Group***" and their respective Chief of Police, outlining expenditures from this enterprise fund for enhancements.

E. All expenditures of $10,000.00 or less for dispatch enhancements from the separate enterprise account maintained by the CITY of RICHMOND requires approval from the "***Operations/Technical Advisory Group***."

F. All expenditures over $10,000.00 for dispatch enhancements from the separate enterprise account maintained by the CITY of RICHMOND require approval from the ***Operations/Technical Advisory Group and the Chiefs of Police***. The Representative from the ***Operations/Technical Advisory Group*** shall present the request for expenditures to the Chiefs of Police for written approval prior to expending the funds.

ATTACHMENT A

To the Contract between the Cities of
El Cerrito, San Pablo, Pinole, Hercules, and
the Kensington Police Protection and
Community Services District and

The City of Richmond

Cost Share Percentage	Records Operations	Quarterly Billings	Monthly Billings	Fiscal Year
Richmond Police Department				
51.4475%	$134,314.15	$33,578.54	$11,192.85	FY 2011/2012
	$147,745.56	$36,936.39	$12,312.13	FY 2012/2013
	$162,520.12	$40,630.03	$13,543.34	FY 2013/2014
El Cerrito Police Department				
11.465%	$29,931.71	$7,482.93	$2,494.31	FY 2011/2012
	$32,924.88	$8,231.22	$2,743.74	FY 2012/2013
	$36,217.37	$9,054.34	$3,018.11	FY 2013/2014
Kensington Police Protection and Community Services District				
2.1650%	$5,652.17	$1,413.04	$471.01	FY 2011/2012
	$6,217.39	$1,554.35	$518.12	FY 2012/2013
	$6,839.13	$1,709.78	$569.93	FY 2013/2014
San Pablo Police Department				
16.1675%	$42,208.54	$10,552.14	$3,517.38	FY 2011/2012
	$46,429.40	$11,607.35	$3,869.12	FY 2012/2013
	$51,072.34	$12,768.08	$4,256.03	FY 2013/2014
Pinole Police Department				
10.8175%	$28,241.28	$7,060.32	$2,353.44	FY 2011/2012
	$31,065.41	$7,766.35	$2,588.78	FY 2012/2013
	$34,171.95	$8,542.99	$2,847.66	FY 2013/2014
Hercules Police Department				
7.9375%	$20,722.46	$5,180.62	$1,726.87	FY 2011/2012
	$22,794.70	$5,698.68	$1,899.56	FY 2012/2013
	$25,074.17	$6,268.54	$2,089.51	FY 2013/2014