

**CORONAVIRUS ADVISORY
INFORMATION:**

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CITY COUNCIL

Norma Martínez-Rubin, Mayor
Vincent Salimi, Mayor Pro Tem
Devin Murphy, Council Member
Anthony Tave, Council Member
Maureen Toms, Council Member

**PINOLE CITY COUNCIL
MEETING AGENDA**

**TUESDAY
May 18, 2021**

VIA ZOOM TELECONFERENCE

6:00 P.M.

**DUE TO THE STATE OF CALIFORNIA'S DECLARATION OF EMERGENCY – THIS
MEETING IS BEING HELD PURSUANT TO AUTHORIZATION FROM GOVERNOR
NEWSOM'S EXECUTIVE ORDERS – CITY COUNCIL AND COMMISSION MEETINGS ARE
NO LONGER OPEN TO IN-PERSON ATTENDANCE.**

SUBMIT PUBLIC COMMENTS TO CITY BEFORE OR DURING THE MEETING VIA EMAIL

comment@ci.pinole.ca.us

Comments received before the close of the public comment period for that item will be read into the record and limited to 3 minutes. Please include your full name, city of residence and agenda item you are commenting on. Any comments received after the close of the public comment period will be distributed to Council and relevant staff after the meeting and filed with the agenda packet.

WAYS TO WATCH THE MEETING

LIVE ON CHANNEL 26. They are retelecast the following Thursday at 6:00 p.m. The Community TV Channel 26 schedule is published on the city's website at www.ci.pinole.ca.us.

VIDEO-STREAMED LIVE ON THE CITY'S WEBSITE, www.ci.pinole.ca.us, and remain archived on the site for five (5) years.

If none of these options are available to you, or you need assistance with public comment, please contact the City Clerk, Heather Iopu at (510) 724-8928 or hiopu@ci.pinole.ca.us.

Americans With Disabilities Act: In compliance with the Americans With Disabilities Act of 1990, if you need special assistance to participate in a City Meeting or you need a copy of the agenda, or the agenda packet in an appropriate alternative format, please contact the City Clerk's Office at (510) 724-8928. Notification at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection on the City Website at www.ci.pinole.ca.us. You may also contact the City Clerk via e-mail at hiopu@ci.pinole.ca.us.

Ralph M. Brown Act. Gov. Code § 54950. *In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly. The people of this State do not yield their sovereignty to the agencies, which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.*

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF THE US MILITARY TROOPS

2. ROLL CALL, CITY CLERK'S REPORT & STATEMENT OF CONFLICT

An official who has a conflict must, prior to consideration of the decision: (1) publicly identify in detail the financial interest that causes the conflict; (2) recuse himself /herself from discussing and voting on the matter; and (3) leave the room until after the decision has been made, Cal. Gov't Code § 87105.

3. CONVENE TO A CLOSED SESSION

Citizens may address the Council regarding a Closed Session item prior to the Council adjourning into the Closed Session, by first providing a speaker card to the City Clerk.

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Gov. Code § 54956.8

Property: 2301 San Pablo Ave, APN: 401-162-001

Agency negotiator: City Manager Murray, Assistant City Manager De La Rosa,
City Attorney Casher

Negotiating parties: Raquel Contreras

Under negotiation: Price and terms

4. RECONVENE IN OPEN SESSION TO ANNOUNCE RESULTS OF CLOSED SESSION

5. CITIZENS TO BE HEARD (Public Comments)

Citizens may speak under any item not listed on the Agenda. The time limit is 3 minutes and is subject to modification by the Mayor. Individuals may not share or offer time to another speaker. Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future Council meeting.

6. RECOGNITIONS / PRESENTATIONS / COMMUNITY EVENTS

A. Proclamations

1. Recognizing Public Works Week

B. Presentations / Recognitions

7. CONSENT CALENDAR

All matters under the Consent Calendar are considered to be routine and noncontroversial. These items will be enacted by one motion and without discussion. If, however, any interested party or Council member(s) wishes to comment on an item, they may do so before action is taken on the Consent Calendar. Following comments, if a Council member wishes to discuss an item, it will be removed from the Consent Calendar and taken up in order after adoption of the Consent Calendar.

A. Approve the Minutes of the Meeting of March 16, 2021

B. Receive the May 1, 2021 – May 14, 2021 List of Warrants in the Amount of \$337,279.71 and the May 14, 2021 Payroll in the Amount of \$413,615.36

C. Resolution Confirming Continued Existence of Local Emergency [Action: Adopt Resolution per Staff Recommendation (Casher)]

D. Resolution Condemning Donald Trump [Action: Review and Consider Approval (Murray)]

- E. Letter of Support for Assembly Bill (AB) 988 Regarding Establishing the 988 Crisis Hotline Center **[Action: Review and Consider Approval (Murray)]**
- F. Letter of Support for Senate Bill (SB) 612 Regarding Legacy Electrical Resources **[Action: Review and Consider Approval (Murray)]**
- G. Approve an Amendment to the On-Call Contract With Metropolitan Planning Group (M-Group) and Issuing a Task Order for Staff Augmentation for an Amount Not to Exceed \$92,000.00 **[Action: Adopt Resolution per Staff Recommendation (Hanham)]**
- H. Adopt a Resolution to Adopt a List of Projects for Fiscal Year 2021/22 Funded By SB 1: The Road Repair and Accountability Act of 2017 **[Action: Adopt Resolution per Staff Recommendation (Miller)]**
- I. Covid-19 Small Business Assistance Program Summary **[Action: Receive Report (Stone)]**
- J. Dumpster Day Update **[Action: Receive Report (De La Rosa)]**
- K. Adopt a Resolution Authorizing the City Manager to Enter Into an Agreement to Fund the City of Pinole's Portion of a New CAD/RMS System as Part of the Tri-Cities Dispatch and CAD/RMS Consortium, in Accordance With the Tri-Cities CAD/RMS Agreement for Cost Sharing, in the Amount of \$440,677 **[Action: Adopt Resolution (Gang)]**

8. PUBLIC HEARINGS

Citizens wishing to speak regarding a Public Hearing item should fill out a speaker card prior to the completion of the presentation, by first providing a speaker card to the City Clerk. An official who engaged in an ex parte communication that is the subject of a Public Hearing must disclose the communication on the record prior to the start of the Public Hearing.

NONE

9. OLD BUSINESS

NONE

10. NEW BUSINESS

- A. History of the Pledge of Allegiance **[Action: Receive Report (Casher)]**
- B. Final Proposed Long-Term Financial Plan for Fiscal Year (FY) 2021/22 - FY 2025/26 **[Action: Adopt Resolution per Staff Recommendation (Murray)]**

11. REPORTS & COMMUNICATIONS

- A. Mayor Report
 - 1. Announcements
- B. Mayoral & Council Appointments
- C. City Council Committee Reports & Communications

- D. Council Requests for Future Agenda Items
- E. City Manager Report / Department Staff
- F. City Attorney Report

12. ADJOURNMENT to the Regular City Council Meeting of June 1, 2021 in Remembrance of Amber Swartz.

I hereby certify under the laws of the State of California that the foregoing Agenda was posted on the bulletin board at the main entrance of Pinole City Hall, 2131 Pear Street Pinole, CA, and on the City's website, not less than 72 hours prior to the meeting date set forth on this agenda.

POSTED: May 13, 2021 at 4:00 P.M.

Heather Iopu, CMC
City Clerk



City of Pinole, CA

7B WARRANT LISTING By Vendor Name

Payment Dates 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1777 - ACEK9.COM					
276058	96336	05/14/2021	100-221-42514	ACE WATCHDOG SERVER SUBSCRIPTION APRIL 2021-2022	168.00
Vendor 1777 - ACEK9.COM Total:					168.00
Vendor: 1568 - ADSPHERE INC					
29477	96337	05/14/2021	100-231-42101	FIRE PREVENTION LETTER COPY/PRINT/MAIL	302.80
Vendor 1568 - ADSPHERE INC Total:					302.80
Vendor: ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT					
2020-21-423	96338	05/14/2021	100-231-42107	FIRE APPARATUS REPAIR AND SERVICE	6,152.02
Vendor ALA07 - ALAMEDA COUNTY FIRE DEPARTMENT Total:					6,152.02
Vendor: ALL14 - ALLSTAR FIRE EQUIPMENT, INC.					
231245	96339	05/14/2021	100-231-47104	ELKHART SPANNER WRENCH HOLDER	164.86
Vendor ALL14 - ALLSTAR FIRE EQUIPMENT, INC. Total:					164.86
Vendor: AME41 - AMERICAN LEGAL PUBLISHING					
3794	96312	05/07/2021	100-112-42101	OCTOBER 2020 S-24 FOLIO/INTERNET EDITING	112.91
7487	96312	05/07/2021	100-112-42101	2021 S-24 SUPPLEMENT EDITING PAGE	727.62
Vendor AME41 - AMERICAN LEGAL PUBLISHING Total:					840.53
Vendor: AME52 - AMERICAN MESSAGING SERVICE, LLC					
W4102378VE	96340	05/14/2021	525-118-43101	FD SERVICE MAY 2021	43.82
Vendor AME52 - AMERICAN MESSAGING SERVICE, LLC Total:					43.82
Vendor: AME47 - AMERINATIONAL COMMUNITY SERVICES, INC.					
21-00250	96313	05/07/2021	285-464-42101	BANKRUPTCY/MONTHLY SERVICE FEES MARCH 2021	95.80
21-00250	96313	05/07/2021	750-463-42101	BANKRUPTCY/MONTHLY SERVICE FEES MARCH 2021	61.15
Vendor AME47 - AMERINATIONAL COMMUNITY SERVICES, INC. Total:					156.95
Vendor: ARA01 - ARAMARK UNIFORM SERVICES					
033121 860105970	96341	05/14/2021	100-343-44410	CORP YARD UNIFORM SERVICES MAR 2021	1,539.59
043021 860022857	96341	05/14/2021	100-221-44410	PD UNIFORM SERVICES APRIL 2021	44.44
Vendor ARA01 - ARAMARK UNIFORM SERVICES Total:					1,584.03
Vendor: ATT01 - AT&T					
000016354829	96314	05/07/2021	525-118-43101	PD AT&T CALNET SERVICE 3/20- 4/19/21	1,981.55
Vendor ATT01 - AT&T Total:					1,981.55
Vendor: BAX00 - BADGE FRAME, INC.					
329050	96342	05/14/2021	100-222-42514	SLIDE-IN DOOR SIGN K. BRECKENRIDGE	49.34
Vendor BAX00 - BADGE FRAME, INC. Total:					49.34
Vendor: BAY04 - BAY AREA BARRICADE SVC.					
0021270	96343	05/14/2021	100-222-42514	30 MIN FLARES	478.75
Vendor BAY04 - BAY AREA BARRICADE SVC. Total:					478.75

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: BAY34 - BAY AREA NEWS GROUP- EAST BAY					
292787-043021	96344	05/14/2021	212-461-42514	LEGAL CLASSIFIED ADS APRIL 2021	495.00
Vendor BAY34 - BAY AREA NEWS GROUP- EAST BAY Total:					495.00
Vendor: BEA03 - BEARING ENGINEERING CO.					
5579335	96315	05/07/2021	500-641-42107	FHP SHEAVE	60.04
Vendor BEA03 - BEARING ENGINEERING CO. Total:					60.04
Vendor: 2027 - BEEHIVE INDUSTRIES, LLC.					
2295	96345	05/14/2021	100-341-42510	BEEHIVE SOFTWARE MODUES PROGRESS BILL 5 OF 5	1,755.00
2295	96345	05/14/2021	500-642-42510	BEEHIVE SOFTWARE MODUES PROGRESS BILL 5 OF 5	1,755.00
Vendor 2027 - BEEHIVE INDUSTRIES, LLC. Total:					3,510.00
Vendor: TAK00 - BRIAN JUSTIN TAKACS					
050321 REIMBURSEMENT	96316	05/07/2021	100-222-44410	REIMBURSEMENT FOR MEALS WATER EMERGENCY STANDOFF	187.67
Vendor TAK00 - BRIAN JUSTIN TAKACS Total:					187.67
Vendor: 1654 - BRINK'S INCORPORATED					
11554821	96346	05/14/2021	100-115-42101	TRANSPORTATION MAY 2021	186.09
Vendor 1654 - BRINK'S INCORPORATED Total:					186.09
Vendor: CAL01 - CALTEST ANALYTICAL LAB					
620930	96317	05/07/2021	500-641-44305	CAM METALS/PERCENT SOLIDS	495.90
Vendor CAL01 - CALTEST ANALYTICAL LAB Total:					495.90
Vendor: CIT08 - CITY MECHANICAL, INC					
72643	96347	05/14/2021	100-343-42108	CITY HALL HVAC T&M SERVICE CALL	484.29
72781	96347	05/14/2021	100-231-42108	PUBLIC SAFETY BLDG HAVAC-PM AGREEMENTS	1,714.74
72782	96347	05/14/2021	209-552-42108	SENIOR CENTER HVAC-PM AGREEMENTS	1,083.33
Vendor CIT08 - CITY MECHANICAL, INC Total:					3,282.36
Vendor: CIT10 - CITY OF SAN PABLO					
0030772	96348	05/14/2021	100-222-42105	CAD/RMS DISPATCH COSTS Q3 FY 2020-2021	21,624.05
Vendor CIT10 - CITY OF SAN PABLO Total:					21,624.05
Vendor: COM20 - COMCAST					
041421CH	96349	05/14/2021	100-117-43105	CITY HALL CABLE SERVICE 4/19- 5/18/21	29.83
041421FD	96318	05/07/2021	100-231-43105	FD CABLE SERVICES 4/19- 5/18/21	48.76
Vendor COM20 - COMCAST Total:					78.59
Vendor: CON93 - CONCORD UNIFORMS LLC					
18129	96350	05/14/2021	100-221-42514	POLO POPLIN AND EMBROIDERY	132.63
18132	96350	05/14/2021	100-221-44410	LADIES POLOS AND EMBROIDERY	150.14
18134	96350	05/14/2021	100-221-44410	LADIES PERFORMANCE POLOS AND EMBROIDERY	170.14
Vendor CON93 - CONCORD UNIFORMS LLC Total:					452.91
Vendor: CON97 - CONTRA COSTA COUNTY ELECTIONS DIVISION					
1967	96319	05/07/2021	100-112-42514	NOV 3, 2020 PRESIDENTIAL ELECTION-OTHER CANDIDATE	1,368.00
Vendor CON97 - CONTRA COSTA COUNTY ELECTIONS DIVISION Total:					1,368.00
Vendor: CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT					
042021 INVOICE	96351	05/14/2021	100-231-42101	FD DISPATCH SERVICES FY 2020- 21	167,466.58
Vendor CON09 - CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT Total:					167,466.58

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 1445 - CORTEZ TIRES AND AUTO REPAIR					
16800	96352	05/14/2021	100-221-42201	DOOR LOCK CYL/CAP PD 2013 FORD EXPLORER LIC1301236	246.19
16987	96352	05/14/2021	100-221-42107	PD RADIATOR 2008 FORD CROWN VIC LIC 1289886	637.45
Vendor 1445 - CORTEZ TIRES AND AUTO REPAIR Total:					883.64
Vendor: DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE					
496775	96320	05/07/2021	100-116-42101	FINGERPRINTS/CHILD ABUSE INDEX	32.00
496775	96320	05/07/2021	100-221-42101	FINGERPRINTS/CHILD ABUSE INDEX	66.00
496775	96320	05/07/2021	100-221-42110	FINGERPRINTS/CHILD ABUSE INDEX	64.00
501958	96320	05/07/2021	100-116-42101	FINGERPRINTS MARCH 2021	32.00
501958	96320	05/07/2021	100-221-42110	FINGERPRINTS MARCH 2021	194.00
501958	96320	05/07/2021	100-231-42101	FINGERPRINTS MARCH 2021	64.00
Vendor DEP01 - DEPARTMENT OF JUSTICE/ACCOUNTING OFFICE Total:					452.00
Vendor: EBM01 - EBMUD					
20575-032921	96321	05/07/2021	100-345-43102	2690 BOX CANYON RD- IRRIGATION USE ONLY	155.36
20576-040821	96321	05/07/2021	100-345-43102	2948 VON DOOLEN CT- IRRIGATION USE ONLY	55.74
26819-042221	96321	05/07/2021	100-345-43102	2501 Pfeiffer Way--Irrigation Use Only	155.36
31773-032921	96321	05/07/2021	100-343-43102	2887 SIMAS AVE--IRRIGATION USE ONLY	155.36
32364-042021	96353	05/14/2021	100-345-43102	1267 ADOBE RD-HAZEL DOWNER-THORNTON PICNIC GROVE	114.10
32606-042021	96353	05/14/2021	100-345-43102	1270 ADOBE RD-CARETAKER'S SHED FOR PINOLE PARK	115.24
32841-032921	96321	05/07/2021	100-345-43102	3790 PINOLE VALLEY RD- IRRIGATION USE ONLY	1,430.72
34462-042021	96353	05/14/2021	100-345-43102	3450 SAVAGE AVE-IRRIGATION USE ONLY	55.74
35474-042721	96321	05/07/2021	209-559-43102	2937 Pinole Valley Rd--Tennis Court Restrooms	55.74
35748-041921	96353	05/14/2021	209-553-43102	2454 SIMAS AVE-TINY TOTS	22.65
35748-041921	96353	05/14/2021	209-557-43102	2454 SIMAS AVE-TINY TOTS	732.33
53826-042721	96321	05/07/2021	310-348-43102	2677 Pinole Valley Rd--Irrigation Use Only	187.30
54181-041621	96353	05/14/2021	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	73.68
54182-042021	96353	05/14/2021	100-231-43102	3790 PINOLE VALLEY RD-FIRE STATION	289.34
72463-042121	96321	05/07/2021	750-463-43102	1399 FITZGERALD DR- IRRIGATION ONLY	161.08
87765-042021	96353	05/14/2021	100-345-43102	2520 APPIAN WAY-IRRIGATION USE ONLY	240.70
88057-042821	96321	05/07/2021	100-343-43102	1960 Sarah Dr--Irrigation Use Only	240.70
88506-041621	96353	05/14/2021	100-345-43102	1470 FITZGERALD DR- IRRIGATION USE ONLY	155.36
Vendor EBM01 - EBMUD Total:					4,396.50
Vendor: ECO05 - ECOLAB					
6261210744	96354	05/14/2021	209-552-43804	SANI WASH/PEROXIDE/FLOOR CLEANER	509.96
Vendor ECO05 - ECOLAB Total:					509.96
Vendor: FED01 - FEDEX					
7-357-33052	96355	05/14/2021	100-222-42201	PD FEDEX SERVICE 4/21/21	6.27
Vendor FED01 - FEDEX Total:					6.27

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: FOR02 - FORENSIC SERVICES DIVISION					
PINPD-2103	96357	05/14/2021	100-222-42101	FORENSIC TOXICOLOGY BILLABLE SERVICES MARCH 2021	4,729.50
PIPD-121	96356	05/14/2021	100-222-42101	BLOOD WITHDRAWALS JAN- MAR 2021	305.76
Vendor FOR02 - FORENSIC SERVICES DIVISION Total:					5,035.26
Vendor: 2179 - G3 ENGINEERING, INC.					
2021-7084	96358	05/14/2021	500-641-42107	97807918 KIT #1Y	1,048.60
Vendor 2179 - G3 ENGINEERING, INC. Total:					1,048.60
Vendor: 1979 - GALAXY PRESS					
34304	96359	05/14/2021	100-222-42201	PD BUSINESS CARDS C. FORD	63.36
Vendor 1979 - GALAXY PRESS Total:					63.36
Vendor: GLO08 - GLOBALSTAR					
14316281	96360	05/14/2021	525-118-43101	ORBIT 150 WIRELESS PLAN 4/16- 5/15/21	113.19
Vendor GLO08 - GLOBALSTAR Total:					113.19
Vendor: KEN14 - GREG KENNEDY RN					
93	96361	05/14/2021	100-231-42101	EMS CQI DUTIES MARCH 2021	2,000.00
Vendor KEN14 - GREG KENNEDY RN Total:					2,000.00
Vendor: HDL01 - HDL COREN AND CONE					
SIN006434	96322	05/07/2021	100-115-42101	CONTRACT SERVICES PROPERTY TAX JAN-MAR 2021	2,125.00
Vendor HDL01 - HDL COREN AND CONE Total:					2,125.00
Vendor: HEA01 - HEALTH CARE DENTAL TRUST					
041921 STATEMENT	96323	05/07/2021	100-110-41002	DENTAL TRUST MAY 2021 PREMIUMS	540.92
041921 STATEMENT	96323	05/07/2021	100-111-41002	DENTAL TRUST MAY 2021 PREMIUMS	560.77
041921 STATEMENT	96323	05/07/2021	100-112-41002	DENTAL TRUST MAY 2021 PREMIUMS	145.16
041921 STATEMENT	96323	05/07/2021	100-113-41002	DENTAL TRUST MAY 2021 PREMIUMS	138.96
041921 STATEMENT	96323	05/07/2021	100-115-41002	DENTAL TRUST MAY 2021 PREMIUMS	301.00
041921 STATEMENT	96323	05/07/2021	100-116-41002	DENTAL TRUST MAY 2021 PREMIUMS	64.14
041921 STATEMENT	96323	05/07/2021	100-221-41002	DENTAL TRUST MAY 2021 PREMIUMS	145.16
041921 STATEMENT	96323	05/07/2021	100-221-41002	DENTAL TRUST MAY 2021 PREMIUMS	1,497.30
041921 STATEMENT	96323	05/07/2021	100-222-41002	DENTAL TRUST MAY 2021 PREMIUMS	334.60
041921 STATEMENT	96323	05/07/2021	100-222-41002	DENTAL TRUST MAY 2021 PREMIUMS	63.22
041921 STATEMENT	96323	05/07/2021	100-223-41002	DENTAL TRUST MAY 2021 PREMIUMS	1,550.59
041921 STATEMENT	96323	05/07/2021	100-231-41002	DENTAL TRUST MAY 2021 PREMIUMS	1,250.92
041921 STATEMENT	96323	05/07/2021	100-341-41002	DENTAL TRUST MAY 2021 PREMIUMS	105.36
041921 STATEMENT	96323	05/07/2021	100-343-41002	DENTAL TRUST MAY 2021 PREMIUMS	996.24
041921 STATEMENT	96323	05/07/2021	100-465-41002	DENTAL TRUST MAY 2021 PREMIUMS	125.31
041921 STATEMENT	96323	05/07/2021	105-221-41002	DENTAL TRUST MAY 2021 PREMIUMS	744.71
041921 STATEMENT	96323	05/07/2021	105-231-41002	DENTAL TRUST MAY 2021 PREMIUMS	64.14
041921 STATEMENT	96323	05/07/2021	106-222-41002	DENTAL TRUST MAY 2021 PREMIUMS	144.24

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
041921 STATEMENT	96323	05/07/2021	106-231-41002	DENTAL TRUST MAY 2021 PREMIUMS	125.31
041921 STATEMENT	96323	05/07/2021	204-227-41002	DENTAL TRUST MAY 2021 PREMIUMS	144.24
041921 STATEMENT	96323	05/07/2021	209-551-41002	DENTAL TRUST MAY 2021 PREMIUMS	145.16
041921 STATEMENT	96323	05/07/2021	209-552-41002	DENTAL TRUST MAY 2021 PREMIUMS	109.56
041921 STATEMENT	96323	05/07/2021	209-554-41002	DENTAL TRUST MAY 2021 PREMIUMS	131.71
041921 STATEMENT	96323	05/07/2021	212-461-41002	DENTAL TRUST MAY 2021 PREMIUMS	145.16
041921 STATEMENT	96323	05/07/2021	212-462-41002	DENTAL TRUST MAY 2021 PREMIUMS	209.29
041921 STATEMENT	96323	05/07/2021	500-641-41002	DENTAL TRUST MAY 2021 PREMIUMS	1,000.82
041921 STATEMENT	96323	05/07/2021	500-642-41002	DENTAL TRUST MAY 2021 PREMIUMS	273.43
041921 STATEMENT	96323	05/07/2021	505-119-41002	DENTAL TRUST MAY 2021 PREMIUMS	290.31
041921 STATEMENT	96323	05/07/2021	998-20105	DENTAL TRUST MAY 2021 PREMIUMS	49.68
041921 STATEMENT	96323	05/07/2021	998-20105	DENTAL TRUST MAY 2021 PREMIUMS	522.61
Vendor HEA01 - HEALTH CARE DENTAL TRUST Total:					11,920.02
Vendor: HIL03 - HILLTOP FORD					
FOCS348357	96362	05/14/2021	100-221-42107	PD 2014 FORD ENGINE MOUNTS LIC 810	661.31
Vendor HIL03 - HILLTOP FORD Total:					661.31
Vendor: HOM01 - HOME DEPOT CREDIT SERVICE					
6035 3225 0315 0413 042121	96324	05/07/2021	100-231-42108	AGENCY WIDE HOME DEPOT PURCHASES	34.92
6035 3225 0315 0413 042121	96324	05/07/2021	100-343-42108	AGENCY WIDE HOME DEPOT PURCHASES	509.86
6035 3225 0315 0413 042121	96324	05/07/2021	100-345-42108	AGENCY WIDE HOME DEPOT PURCHASES	65.12
6035 3225 0315 0413 042121	96324	05/07/2021	200-342-42514	AGENCY WIDE HOME DEPOT PURCHASES	156.41
6035 3225 0315 0413 042121	96324	05/07/2021	207-344-42108	AGENCY WIDE HOME DEPOT PURCHASES	45.61
6035 3225 0315 0413 042121	96324	05/07/2021	209-557-42108	AGENCY WIDE HOME DEPOT PURCHASES	531.65
6035 3225 0315 0413 042121	96324	05/07/2021	500-641-42107	AGENCY WIDE HOME DEPOT PURCHASES	267.63
6035 3225 0315 0413 042121	96324	05/07/2021	500-642-42514	AGENCY WIDE HOME DEPOT PURCHASES	5.74
Vendor HOM01 - HOME DEPOT CREDIT SERVICE Total:					1,616.94
Vendor: HOR05 - HORIZON					
1R279510	96363	05/14/2021	100-345-42108	RAIN BIRD FLOW SMART MODULE	543.24
1R279604	96363	05/14/2021	100-345-42108	RAIN BIRD OUTPUT/EXPANSION MODULE	119.41
1R280420	96363	05/14/2021	100-345-42108	LANDSCAPING SUPPLIES	606.02
Vendor HOR05 - HORIZON Total:					1,268.67
Vendor: IED02 - IEDA, INC.					
23377	96364	05/14/2021	100-116-42101	LABOR RELATIONS CONSULTING FEES MAY 2021	2,274.00
Vendor IED02 - IEDA, INC. Total:					2,274.00
Vendor: IMA01 - IMAGE SALES, INC.					
0070075-IN	96365	05/14/2021	100-221-42201	ID CARD PRODUCTION/BADGES	21.07
Vendor IMA01 - IMAGE SALES, INC. Total:					21.07

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: CUL03 - ISING'S CULLIGAN-LIVERMORE					
379X05717801	96325	05/07/2021	500-641-44305	DEIONIZATION/EXCHANGE SERVICE MAY 2021	694.10
Vendor CUL03 - ISING'S CULLIGAN-LIVERMORE Total:					694.10
Vendor: JWE01 - J. W. ENTERPRISES - NORTH					
231185	96366	05/14/2021	100-117-42511	PORTABLE TOILET RENTAL 5/6-6/2/21	137.77
Vendor JWE01 - J. W. ENTERPRISES - NORTH Total:					137.77
Vendor: JAN92 - JAN-PRO OF THE GREATER BAY AREA					
6015	96326	05/07/2021	209-554-42108	YOUTH CENTER MONTHLY JANITORIAL MAY 2021	179.70
6016	96326	05/07/2021	209-552-42108	SENIOR CENTER MONTHLY JANITORIAL SVCS MAY 2021	172.60
6017	96326	05/07/2021	209-552-43810	SENIOR CENTER KITCHEN MONTHLY JANITORIAL MAY 2021	151.65
6018	96326	05/07/2021	209-553-42108	TINY TOTS MONTHLY JANITORIAL MAY 2021	212.00
Vendor JAN92 - JAN-PRO OF THE GREATER BAY AREA Total:					715.95
Vendor: 1688 - JOE CARRANZA JR.					
1013	96367	05/14/2021	100-222-42514	APPLY PD PAWS ON PATROL LOGO ONTO BANDANAS	120.00
Vendor 1688 - JOE CARRANZA JR. Total:					120.00
Vendor: 1566 - MANAGEMENT PARTNERS, INC.					
INV09355	96368	05/14/2021	106-231-42514	PINOLE EMERGENCY OPS PLAN UPDATE-DOCUMENT REVIEW	7,800.00
Vendor 1566 - MANAGEMENT PARTNERS, INC. Total:					7,800.00
Vendor: 1139 - MICHAEL BAKER INTERNATIONAL, INC.					
1115826	96369	05/14/2021	209-551-42101	RECREATION FEE/POLICY STUDY APRIL 2021	800.00
Vendor 1139 - MICHAEL BAKER INTERNATIONAL, INC. Total:					800.00
Vendor: 2156 - MUNIQUIP, LLC					
105550-	96327	05/07/2021	500-641-42101	CENTRIFUGE ROTOR REPLACEMENT	6,308.11
105550-	96327	05/07/2021	500-641-42101	CENTRIFUGE ROTOR REPLACEMENT	2,735.64
Vendor 2156 - MUNIQUIP, LLC Total:					9,043.75
Vendor: 2024 - MV CHENG & ASSOCIATES, INC.					
3/31/2021	96370	05/14/2021	100-115-42101	FINANCE DIRECTOR CONSULTING SERVICES MARCH 2021	135.00
Vendor 2024 - MV CHENG & ASSOCIATES, INC. Total:					135.00
Vendor: MYE01 - MYERS STEVENS & TOOHEY CO					
1358976	96371	05/14/2021	100-221-41008	POLICE LTD PREMIUMS	415.80
1358976	96371	05/14/2021	100-223-41008	POLICE LTD PREMIUMS	258.00
1358976	96371	05/14/2021	105-221-41008	POLICE LTD PREMIUMS	148.50
1358976	96371	05/14/2021	204-227-41008	POLICE LTD PREMIUMS	29.70
Vendor MYE01 - MYERS STEVENS & TOOHEY CO Total:					852.00
Vendor: OFF09 - OFFICE OF THE SHERIFF CCC					
21-3003	96372	05/14/2021	722-20431	750L ARCRYLIC PLAQUE	60.43
Vendor OFF09 - OFFICE OF THE SHERIFF CCC Total:					60.43
Vendor: 1555 - OWEN EQUIPMENT					
00052511	96328	05/07/2021	207-344-42107	BEARING FLANGE/CURTAIN-CBRM	189.39
Vendor 1555 - OWEN EQUIPMENT Total:					189.39
Vendor: PAC55 - PACIFIC SITE MANAGEMENT					
60408	96373	05/14/2021	200-342-42108	BACKFLOW REPAIRS	5,866.18
60413	96329	05/07/2021	100-342-42514	REPAIRS BACKFLOW TESTS CERTIFICATIONS	3,948.30

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
60413	96329	05/07/2021	100-343-42108	REPAIRS BACKFLOW TESTS CERTIFICATIONS	3,948.30
Vendor PAC55 - PACIFIC SITE MANAGEMENT Total:					13,762.78
Vendor: PGE01 - PG&E					
042021-0081	96330	05/07/2021	200-342-43103	2501 SAN PABLO AVE TRAFFIC CONTROLLER	81.58
042021-0209	96330	05/07/2021	200-342-43103	S/E CORNER SAN PABLO AVE & TENNET TRAFFIC SIGNAL	85.38
042021-0466	96330	05/07/2021	209-554-43103	635 TENNET AVE YOUTH CTR/CATV	10.51
042021-0466	96330	05/07/2021	505-119-43103	635 TENNET AVE YOUTH CTR/CATV	15.77
042021-2793	96330	05/07/2021	200-342-43103	1451 FITZGERALD DR TRAFFIC SIGNAL	76.35
042021-3311	96330	05/07/2021	200-342-43103	PINOLE VALLEY RD & HENRY TRAFFIC CONTROLLER	115.05
042021-4193	96330	05/07/2021	200-342-43103	HWY 80 PINOLE VALLEY RD TRAFFIC CONTROLLER	61.07
042021-5127	96330	05/07/2021	500-642-43103	893 1/2 SAN PABLO AVE PUMP STATION	116.37
042021-5374	96330	05/07/2021	200-342-43103	1220 PINOLE VALLEY RD TRAFFIC SIGNAL	99.90
042021-5387	96330	05/07/2021	100-345-43103	588 MARLESTA RD LOUIS FRANCIS PARK	42.85
042021-7114	96330	05/07/2021	200-342-43103	2429 SAN PABLO AVE	79.14
042021-8086	96330	05/07/2021	200-342-43103	N/S BORDER CITY OF PINOLE	113.72
042021-9824	96330	05/07/2021	310-347-43103	1303 PINOLE VALLEY RD TRAFFIC CONTROL SVC	111.96
042121-1121	96330	05/07/2021	200-342-43103	DEL MONTE & SAN PABLO TRAFFIC CONTROL LIGHT	70.79
042121-1233	96330	05/07/2021	200-342-43103	SAN PABLO AVE TRAFFIC SIGNAL	89.73
042121-2620	96330	05/07/2021	200-342-43103	N/W CORNER APPIAN WAY & FITZGERALD DR TRAFFIC SIG	101.11
042121-8687	96330	05/07/2021	200-342-43103	FITZGERALD DR IFO LONG JOHN SILVERS TRAFFIC SIGNAL	92.18
Vendor PGE01 - PG&E Total:					1,363.46
Vendor: 1009 - PRECISION IT CONSULTING					
11514	96374	05/14/2021	525-118-42101	PROJECT SUPPORTTECH BILLABLE TIME 4/7-8/21	700.00
11517	96374	05/14/2021	525-118-42101	AGREEMENT PRECISION 360 GOLD JUNE 2021	14,500.00
11517	96374	05/14/2021	525-118-42105	AGREEMENT PRECISION 360 GOLD JUNE 2021	1,815.00
11517	96374	05/14/2021	525-118-42106	AGREEMENT PRECISION 360 GOLD JUNE 2021	396.65
11529	96374	05/14/2021	525-118-42510	AGREEMENT PRECISION 360 OFFICE 360 APRIL 0365	2,660.00
Vendor 1009 - PRECISION IT CONSULTING Total:					20,071.65
Vendor: 2182 - PRECISION POLYGRAPH					
PFD210501	96375	05/14/2021	100-231-42101	INDIVIDUAL PRE-EMPLOYMENT POLYGRAPH EXAMS	1,680.00
Vendor 2182 - PRECISION POLYGRAPH Total:					1,680.00
Vendor: PRO18 - PROTECTION 1 / ADT					
050221 STATEMENT	96376	05/14/2021	209-553-42108	TINY TOTS ALARM SVC 5/24- 6/23/21	26.67
Vendor PRO18 - PROTECTION 1 / ADT Total:					26.67
Vendor: R&S01 - R & S ERECTION OF RICHMOND, INC.					
101082C	96377	05/14/2021	100-231-42108	FD STATION 73 PHOTO EYE RELOCATION	662.50
Vendor R&S01 - R & S ERECTION OF RICHMOND, INC. Total:					662.50

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
Vendor: 2025 - RAY MORGAN COMPANY, LLC.					
3287524	96332	05/07/2021	525-118-42107	COPIER CONTRACT BASE/USAGE CHARGES 3/15-4/14/21	881.69
Vendor 2025 - RAY MORGAN COMPANY, LLC. Total:					881.69
Vendor: 2042 - RECORDS SYSTEMS ASSOCIATES, INC.					
20-13	96333	05/07/2021	100-112-42101	EDMR/ERMS PROFILE LASERFICHE SOFTWARE CONFIG	4,684.42
Vendor 2042 - RECORDS SYSTEMS ASSOCIATES, INC. Total:					4,684.42
Vendor: RES14 - RESCUE TRAINING INSTITUTE, INC.					
15970	96378	05/14/2021	500-641-42301	FIRST AID CPR/AED COURSE	880.00
Vendor RES14 - RESCUE TRAINING INSTITUTE, INC. Total:					880.00
Vendor: 1792 - RODEO AUTOTECH, INC					
0066319	96379	05/14/2021	100-221-42107	PD REPLACE TIRE 2019 FORD INTERCEPTOR LIC 1340015	157.60
Vendor 1792 - RODEO AUTOTECH, INC Total:					157.60
Vendor: 1185 - RU2 SYSTEMS INC.					
42442	96380	05/14/2021	100-221-42107	REPLACEMENT PARTS FOR MESSAGE TRAILER	172.00
Vendor 1185 - RU2 SYSTEMS INC. Total:					172.00
Vendor: 1204 - S & L BODY AND FRAME					
689	96381	05/14/2021	100-221-42107	WASH PATROL CARS 5/4/21	550.00
Vendor 1204 - S & L BODY AND FRAME Total:					550.00
Vendor: 1982 - SHAPE INCORPORATED					
128248	96382	05/14/2021	500-641-42107	WWTP PARTS/SUPPLIES	3,828.08
Vendor 1982 - SHAPE INCORPORATED Total:					3,828.08
Vendor: SHR02 - SHRED DEFENSE INC					
33572	96383	05/14/2021	100-222-42101	ON SITE PULVERIZATION SERVICES 4/1/21	166.40
Vendor SHR02 - SHRED DEFENSE INC Total:					166.40
Vendor: 2048 - SONIC.NET, LLC					
1002527933	96384	05/14/2021	525-118-43101	JUNE 2021 ETHERNET SERVICES	449.00
Vendor 2048 - SONIC.NET, LLC Total:					449.00
Vendor: SYA01 - SYAR INDUSTRIES, INC.					
823416	96385	05/14/2021	100-342-42514	3/8" HMA TYPE A/B PG 64-16	125.67
Vendor SYA01 - SYAR INDUSTRIES, INC. Total:					125.67
Vendor: 1253 - TARAH ORNELAS					
594	96386	05/14/2021	209-552-43809	SENIOR CENTER MAY NEWSLETTER PRINTING	262.20
Vendor 1253 - TARAH ORNELAS Total:					262.20
Vendor: 2180 - THELMA HERNANDEZ					
051121 REFUND	96387	05/14/2021	209-20308	8/28/21 EVENT CANCELLED DUE TO COVID RESTRICTIONS	500.00
051121 REFUND	96387	05/14/2021	209-552-38112	8/28/21 EVENT CANCELLED DUE TO COVID RESTRICTIONS	50.00
Vendor 2180 - THELMA HERNANDEZ Total:					550.00
Vendor: UNI38 - UNIVAR USA INC					
49118463	96388	05/14/2021	500-641-44303	SOD HYPO 12.5% LIQUICHLOR K2 BULK NSF LIQ	3,702.95
Vendor UNI38 - UNIVAR USA INC Total:					3,702.95
Vendor: UNIO7 - UNIVERSAL BUILDING SVCS.					
261408	96389	05/14/2021	100-343-42108	CITY HALL CUSTODIAL SUPPLIES	207.92
261409	96389	05/14/2021	100-222-42108	PD TISSUE/PAPER TOWELS	172.96

WARRANT LISTING

Payment Dates: 5/1/2021 - 5/14/2021

Payable Number	Payment Number	Payment Date	Account Number	Description (Payable)	Amount
261494	96389	05/14/2021	100-231-42104	FD CUSTODIAL SUPPLIES	96.09
Vendor UNIO7 - UNIVERSAL BUILDING SVCS. Total:					476.97
Vendor: USB06 - US BANK					
042221 STATEMENT	96390	05/14/2021	100-20018	CITY CREDIT CARD BILLING	11,497.57
441785755	96391	05/14/2021	525-118-42107	CANON COPIERS PAYMENT	2,501.86
Vendor USB06 - US BANK Total:					13,999.43
Vendor: VIS01 - VISION SERVICE PLAN					
812186376	96334	05/07/2021	100-110-41003	VISION PREMIUMS MAY 2021	74.44
812186376	96334	05/07/2021	100-111-41003	VISION PREMIUMS MAY 2021	74.44
812186376	96334	05/07/2021	100-112-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	100-113-41003	VISION PREMIUMS MAY 2021	55.83
812186376	96334	05/07/2021	100-115-41003	VISION PREMIUMS MAY 2021	55.83
812186376	96334	05/07/2021	100-116-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	100-221-41003	VISION PREMIUMS MAY 2021	353.59
812186376	96334	05/07/2021	100-222-41003	VISION PREMIUMS MAY 2021	55.83
812186376	96334	05/07/2021	100-223-41003	VISION PREMIUMS MAY 2021	241.93
812186376	96334	05/07/2021	100-231-41003	VISION PREMIUMS MAY 2021	186.10
812186376	96334	05/07/2021	100-341-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	100-343-41003	VISION PREMIUMS MAY 2021	130.27
812186376	96334	05/07/2021	100-465-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	105-221-41003	VISION PREMIUMS MAY 2021	111.66
812186376	96334	05/07/2021	105-231-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	106-222-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	106-231-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	204-227-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	209-551-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	209-552-41003	VISION PREMIUMS MAY 2021	37.22
812186376	96334	05/07/2021	209-554-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	212-461-41003	VISION PREMIUMS MAY 2021	18.61
812186376	96334	05/07/2021	212-462-41003	VISION PREMIUMS MAY 2021	37.22
812186376	96334	05/07/2021	500-641-41003	VISION PREMIUMS MAY 2021	223.32
812186376	96334	05/07/2021	500-642-41003	VISION PREMIUMS MAY 2021	55.83
812186376	96334	05/07/2021	505-119-41003	VISION PREMIUMS MAY 2021	37.22
812186376	96334	05/07/2021	998-20106	VISION PREMIUMS MAY 2021	37.22
Vendor VIS01 - VISION SERVICE PLAN Total:					1,972.66
Vendor: 1520 - WEX BANK					
71657015	96392	05/14/2021	100-221-44301	PD CHEVRON/TEXACO FUEL PURCHASES	85.01
Vendor 1520 - WEX BANK Total:					85.01
Vendor: XER01 - XEROX CORPORATION					
013165651	96335	05/07/2021	525-118-42107	CITY HALL 1ST FLOOR XEROX AGRREMENT MARCH 2021	288.02
013165652	96335	05/07/2021	525-118-42107	SENIOR CENTER XEROX AGREEMENT MARCH 2021	213.68
013165653	96335	05/07/2021	525-118-42107	YOUTH CENTER XEROX AGREEMENT MARCH 2021	192.85
Vendor XER01 - XEROX CORPORATION Total:					694.55
Grand Total:					337,279.71

Report Summary

Fund Summary

Fund -	Payment Amount
100 - General Fund	262,082.64
105 - Measure S -2006	1,087.62
106 - MEASURE S-2014	8,106.77
200 - Gas Tax Fund	7,088.59
204 - Police Grants	192.55
207 - NPDES Storm Water Fund	235.00
209 - Recreation Fund	5,761.86
212 - Building & Planning	905.28
285 - Housing Land Held for Resale	95.80
310 - Lighting & Landscape Districts	299.26
500 - Sewer Enterprise Fund	23,451.56
505 - Cable Access TV	343.30
525 - Information Systems	26,737.31
722 - Community Assistance Program	60.43
750 - Recognized Obligation Retirement Fund	222.23
998 - Payroll Clearing	609.51
Grand Total:	337,279.71

Account Summary

Account Number	Account Name	Payment Amount
100-110-41002	Emp Benefits/Dental	540.92
100-110-41003	Emp Benefits/Vision Care	74.44
100-111-41002	Emp Benefits/Dental	560.77
100-111-41003	Emp Benefits/Vision Care	74.44
100-112-41002	Emp Benefits/Dental	145.16
100-112-41003	Emp Benefits/Vision Care	18.61
100-112-42101	Prof Svcs/Professional Ser...	5,524.95
100-112-42514	Admin Exp/Special Depart	1,368.00
100-113-41002	Emp Benefits/Dental	138.96
100-113-41003	Emp Benefits/Vision Care	55.83
100-115-41002	Emp Benefits/Dental	301.00
100-115-41003	Emp Benefits/Vision Care	55.83
100-115-42101	Prof Svcs/Professional Ser...	2,446.09
100-116-41002	Emp Benefits/Dental	64.14
100-116-41003	Emp Benefits/Vision Care	18.61
100-116-42101	Prof Svcs/Professional Ser...	2,338.00
100-117-42511	Admin Exp/Equipment Re...	137.77
100-117-43105	Utilities/Cable	29.83
100-20018	Accounts Payable/CalCard	11,497.57
100-221-41002	Emp Benefits/Dental	1,642.46
100-221-41003	Emp Benefits/Vision Care	353.59
100-221-41008	Emp Benefits/Long Term ...	415.80
100-221-42101	Prof Svcs/Professional Ser...	66.00
100-221-42107	Prof Svcs/Equipment Mai...	2,178.36
100-221-42110	Prof Svcs/Fingerprinting	258.00
100-221-42201	Office Expense	267.26
100-221-42514	Admin Exp/Special Depart	300.63
100-221-44301	Other Materials Supp/Fuel	85.01
100-221-44410	Safety Clothing	364.72
100-222-41002	Emp Benefits/Dental	397.82
100-222-41003	Emp Benefits/Vision Care	55.83
100-222-42101	Prof Svcs/Professional Ser...	5,201.66
100-222-42105	Prof Svcs/Network Maint...	21,624.05
100-222-42108	Prof Svcs/Building-Structu...	172.96
100-222-42201	Office Expense	69.63
100-222-42514	Admin Exp/Special Depart	648.09
100-222-44410	Safety Clothing	187.67

Account Summary

Account Number	Account Name	Payment Amount
100-223-41002	Emp Benefits/Dental	1,550.59
100-223-41003	Emp Benefits/Vision Care	241.93
100-223-41008	Emp Benefits/Long Term ...	258.00
100-231-41002	Emp Benefits/Dental	1,250.92
100-231-41003	Emp Benefits/Vision Care	186.10
100-231-42101	Prof Svcs/Professional Ser...	171,513.38
100-231-42104	Prof Svcs/Paramedic Servi...	96.09
100-231-42107	Prof Svcs/Equipment Mai...	6,152.02
100-231-42108	Prof Svcs/Building-Structu...	2,412.16
100-231-43102	Utilities/Water	363.02
100-231-43105	Utilities/Cable	48.76
100-231-47104	FF&E/Vehicles	164.86
100-341-41002	Emp Benefits/Dental	105.36
100-341-41003	Emp Benefits/Vision Care	18.61
100-341-42510	Admin Exp/Software Purch	1,755.00
100-342-42514	Admin Exp/Special Depart	4,073.97
100-343-41002	Emp Benefits/Dental	996.24
100-343-41003	Emp Benefits/Vision Care	130.27
100-343-42108	Prof Svcs/Building-Structu...	5,150.37
100-343-43102	Utilities/Water	396.06
100-343-44410	Safety Clothing	1,539.59
100-345-42108	Prof Svcs/Building-Structu...	1,333.79
100-345-43102	Utilities/Water	2,478.32
100-345-43103	Utilities/Electricity & Pow...	42.85
100-465-41002	Emp Benefits/Dental	125.31
100-465-41003	Emp Benefits/Vision Care	18.61
105-221-41002	Emp Benefits/Dental	744.71
105-221-41003	Emp Benefits/Vision Care	111.66
105-221-41008	Emp Benefits/Long Term ...	148.50
105-231-41002	Emp Benefits/Dental	64.14
105-231-41003	Emp Benefits/Vision Care	18.61
106-222-41002	Emp Benefits/Dental	144.24
106-222-41003	Emp Benefits/Vision Care	18.61
106-231-41002	Emp Benefits/Dental	125.31
106-231-41003	Emp Benefits/Vision Care	18.61
106-231-42514	Admin Exp/Special Depart	7,800.00
200-342-42108	Prof Svcs/Building-Structu...	5,866.18
200-342-42514	Admin Exp/Special Depart	156.41
200-342-43103	Utilities/Electricity & Pow...	1,066.00
204-227-41002	Emp Benefits/Dental	144.24
204-227-41003	Emp Benefits/Vision Care	18.61
204-227-41008	Emp Benefits/Long Term ...	29.70
207-344-42107	Prof Svcs/Equipment Mai...	189.39
207-344-42108	Prof Svcs/Building-Structu...	45.61
209-20308	Deposits Payable/Recreat...	500.00
209-551-41002	Emp Benefits/Dental	145.16
209-551-41003	Emp Benefits/Vision Care	18.61
209-551-42101	Prof Svcs/Professional Ser...	800.00
209-552-38112	Rental Income/Facility Re...	50.00
209-552-41002	Emp Benefits/Dental	109.56
209-552-41003	Emp Benefits/Vision Care	37.22
209-552-42108	Prof Svcs/Building-Structu...	1,255.93
209-552-43804	Program Cost/Food Progr...	509.96
209-552-43809	Program Cost/Newsletter	262.20
209-552-43810	Program Cost/Center Mai...	151.65
209-553-42108	Prof Svcs/Building-Structu...	238.67
209-553-43102	Utilities/Water	22.65
209-554-41002	Emp Benefits/Dental	131.71

Account Summary

Account Number	Account Name	Payment Amount
209-554-41003	Emp Benefits/Vision Care	18.61
209-554-42108	Prof Svcs/Building-Structu...	179.70
209-554-43103	Utilities/Electricity & Pow...	10.51
209-557-42108	Prof Svcs/Building-Structu...	531.65
209-557-43102	Utilities/Water	732.33
209-559-43102	Utilities/Water	55.74
212-461-41002	Emp Benefits/Dental	145.16
212-461-41003	Emp Benefits/Vision Care	18.61
212-461-42514	Admin Exp/Special Depart	495.00
212-462-41002	Emp Benefits/Dental	209.29
212-462-41003	Emp Benefits/Vision Care	37.22
285-464-42101	Prof Svcs/Professional Ser...	95.80
310-347-43103	Utilities/Electricity & Pow...	111.96
310-348-43102	Utilities/Water	187.30
500-641-41002	Emp Benefits/Dental	1,000.82
500-641-41003	Emp Benefits/Vision Care	223.32
500-641-42101	Prof Svcs/Professional Ser...	9,043.75
500-641-42107	Prof Svcs/Equipment Mai...	5,204.35
500-641-42301	Travel & Training/Conf-Re...	880.00
500-641-44303	Other Materials Supp/Ch...	3,702.95
500-641-44305	Other Materials Supp/Lab...	1,190.00
500-642-41002	Emp Benefits/Dental	273.43
500-642-41003	Emp Benefits/Vision Care	55.83
500-642-42510	Admin Exp/Software Purch	1,755.00
500-642-42514	Admin Exp/Special Depart	5.74
500-642-43103	Utilities/Electricity & Pow...	116.37
505-119-41002	Emp Benefits/Dental	290.31
505-119-41003	Emp Benefits/Vision Care	37.22
505-119-43103	Utilities/Electricity & Pow...	15.77
525-118-42101	Prof Svcs/Professional Ser...	15,200.00
525-118-42105	Prof Svcs/Network Maint...	1,815.00
525-118-42106	Prof Svcs/Software Maint...	396.65
525-118-42107	Prof Svcs/Equipment Mai...	4,078.10
525-118-42510	Admin Exp/Software Purch	2,660.00
525-118-43101	Utilities/Telephone	2,587.56
722-20431	Deferred Rev/CAP Donati...	60.43
750-463-42101	Prof Svcs/Professional Ser...	61.15
750-463-43102	Utilities/Water	161.08
998-20105	Sal & Ben Payable/Dental ...	572.29
998-20106	Sal & Ben Payable/Vision ...	37.22
Grand Total:		<u>337,279.71</u>

Project Account Summary

Project Account Key

None

Payment Amount

337,279.71

Grand Total:

337,279.71

Approved By:



Date:

5/13/2021



CITY COUNCIL REPORT

7C

DATE: MAY 18, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: ERIC CASHER, CITY ATTORNEY

BY: ALEX MOG, ASSISTANT CITY ATTORNEY

SUBJECT: RESOLUTION CONFIRMING CONTINUED EXISTENCE OF LOCAL EMERGENCY

RECOMMENDATION

Staff recommends that the City Council adopt a resolution confirming the continued existence of a local emergency.

BACKGROUND

On March 18, 2020, the City Manager, acting as Director of Emergency Services, proclaimed a local emergency pursuant to California Government Code Section 8630 and Pinole Municipal Code Chapter 2.32. The emergency declaration was based on public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 ("COVID-19"), including confirmed cases in Contra Costa County, as well as, the Contra Costa County Department of Health's shelter in place order dated March 16, 2020. The City Council subsequently adopted a resolution affirming the City Manager's emergency declaration.

The California Emergency Services Act requires the City Council to review the need for continuing the local emergency at least once every 60 days. Although the local emergency does not end until terminated by the City Council, the Pinole Municipal Code requires the City Council to review the need for continuing the local emergency every 14 days. The City Council has confirmed the continued existence of the local emergency multiple times since the emergency was first declared, most recently on April 20, 2021.

Additional statistical information regarding COVID-19 within the County is available on the County's website at <https://www.coronavirus.cchealth.org/overview>. Additional health information regarding COVID-19, including vaccines, is available from the County's COVID-19 website at <https://www.coronavirus.cchealth.org/>. Information specific to the City of Pinole is available on the City's website at https://www.ci.pinole.ca.us/city_government/coronavirus_covid_19.

DISCUSSION

There have been significant developments in the containment of COVID-19 over the last two months, which are summarized below.

Current Case Trends

There have now been over 69,000 cases of COVID-19 within the County and approximately 795 deaths. In Pinole, the rate of new cases over the last 14 days is approximately 51 new cases per 100,000 people. This rate is in the lowest third of cities in Contra Costa County. This is consistent with trends throughout Contra Costa County and California. After the extreme surge that occurred over the winter months, there was a rapid decline in case numbers in late winter and early spring. Case numbers continue to hold steady or decline.

Currently the estimated rate of infection in Contra Costa County is approximately 0.90. This means that each person with COVID-19 causes 0.95 new infections. When the infection rate is above 1.0, the spread of the diseases is increasing, and when it is below 1.0 the spread of the disease is slowing. This is a positive trend, and the prevalence of COVID-19 continues to decrease in the community. In order for this trend to continue, public health officials advise continuing to practice social distancing will help prevent a new surge.

Vaccines

There has also been significant progress in the administration of the COVID-19 vaccine, with the rate of inoculation significantly increasing. The County estimates that over 70% of residents over the age of 16 have now received the first dose of the vaccine, and around 55% are fully vaccinated. Approximately 15,000 people are vaccinated every day in the County. In Pinole more than 51% of adults have been fully vaccinated, which is similar to the County average. Over 1 million vaccinations have already been administered in the County, a month ahead of the County's May 31 goal. However, the daily number of vaccines administered is steadily declining.

As of April 15 everyone over the age of 16 is eligible to receive a COVID-19 vaccine in California. Appointments can be made through the County at cchealth.org/coronavirus or by calling 1-833-829-2626, as well as at <https://myturn.ca.gov/>. In addition, individuals can make appointments through their health care provider or certain local pharmacies, including Walgreens and CVS.

Blue Print for Reopening

California's "Blueprint for a Safer Economy" establishes criteria for loosening and tightening restrictions on activities based on the level of spread of COVID-19. There are currently four tiers. As of the time of publication of the agenda for this meeting,

Contra Costa County remains within “moderate” or orange tier. This is the second lowest of the four tiers. The lowest tier is known as the “minimal” or yellow tier. In order to move to the yellow tier, the current cases rate in the County would need to drop by at least 55%. Once the County is in the yellow tier, most indoor business operations will be allowed to open, but modifications will continue to be required. For example, indoor capacity at restaurants would still be limited to 50%. The Governor has announced June 15 as a goal for the date that all restrictions will be lifted, as low as long as: 1) vaccine supply is sufficient for Californians 16 years and older who wish to be inoculated to receive a vaccine; and 2) hospitalization rates are stable and low.

Role of Emergency Declaration

Under State law and the Municipal Code, the City may declare an emergency to respond to conditions of disaster or of extreme peril to the safety of persons and property within Pinole. There are three main reasons for a City to adopt an emergency declaration. First, an emergency declaration gives the City the power to adopt emergency rules and waive certain otherwise applicable procedural requirements. For example, the City has used this power to allow businesses to obtain temporary use permits to operate outside without going through the normal process established by the Zoning Code. The City also used these powers to adopt an eviction moratorium, prior to the enactment of a similar moratorium by the County and State.

Second, an emergency declaration is usually necessary for the City to access certain types of State and Federal emergency funding. This requirement is common for natural disasters and other types of localized emergencies. Because of the widespread nature of the COVID-19 pandemic, State and Federal financial assistance related to COVID-19 has been provided without a requirement that the City maintain a general emergency declaration.

Third, an emergency declaration sends a message to the public that unusual conditions exist that actively threaten the public health, safety or welfare in the community. This is a primary reason for continuing the COVID-19 local emergency declaration. Continuing to renew the emergency declaration helps communicate to the public that the COVID-19 emergency persists. Although case rates are decreasing, and the rate of vaccine administration is increasing, public health officials have advised that this progress is vulnerable to reversal. Public health officials state that it is critical for the public to continue to practice pandemic safety measures, such as wearing masks and practicing social distancing when in public, even if vaccinated.

Terminating the City’s declaration of emergency could send a message to the public that the pandemic is over, or that it is okay to stop COVID-19 safety measures. The declaration of emergency issued by the State of California and Contra Costa County remain in place, and we are not aware that any jurisdiction in the Bay Area has

terminated its emergency declaration. At this time, public health and safety concerns for persons and property within the City as a consequence of the global spread of novel coronavirus 2019 continue to exist. We recommend the City Council continue to renew the emergency declaration at this time and reconsider when to terminate the local emergency once Contra Costa County advances to the “minimal” (yellow) tier in the Blueprint for Reopening.

If the proposed resolution is adopted, the City Council will confirm the continued existence of the local emergency. In accordance with state law and the Municipal Code, the City Council will review the emergency declaration periodically until the conditions warrant a termination of the emergency declaration.

FISCAL IMPACT

There is no direct fiscal impact from the adoption of the resolution ratifying a local emergency.

ATTACHMENTS

- A. Resolution Confirming Continued Existence of Local Emergency

3764989.1

ATTACHMENT A

RESOLUTION 2021-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE CONFIRMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE TO COVID-19

WHEREAS, Government Code Section 8630 and Pinole Municipal Code Section 2.32.060 authorize the Director of Emergency Service to proclaim a local emergency when conditions of disaster or extreme peril to the safety of persons and property within the territorial limits of a city exist if the City Council is not in session and provides that the City Council shall ratify the proclamation within seven days thereafter; and

WHEREAS, in accordance with Government Code Section 8630 and Pinole Code Section 2.32.060, the Director of Emergency Services proclaimed the existence of a local emergency caused by the Novel Coronavirus (COVID-19), a respiratory disease first identified in China that may result in serious illness or death that is easily transmissible from person to person, on March 18, 2020; and

WHEREAS, on March 24, 2020, the City Council ratified and confirmed the proclamation of the existence of a local emergency issued by the Director of Emergency Services; and

WHEREAS, pursuant to Government Code Section 8630 and Pinole Municipal Code Section 2.32.060, the City Council must periodically review the need for continuing the local emergency; and

WHEREAS, the conditions that prompted the original declaration of a local emergency continue to exist; and

WHEREAS, the recitals contained in Resolution No. 2020-13, adopted by the City Council on March 24, 2020, are incorporated into this Resolution as if stated herein; and

WHEREAS, while the rate of new cases of COVID-19 has decreased from previous highs throughout California, including within Contra Costa County, there continue to be new cases remains steady; and

WHEREAS, there have now been over 69,000 cases of COVID-19 and approximately 795 deaths within the County; and

WHEREAS, the rate of new cases in Pinole over the last 14 days is approximately 50 per 100,000 people, which is a decline from two weeks ago; and

WHEREAS, Contra Costa County remains within the “moderate” tier in the State’s four tier blueprint for a safer economy due to the significant prevalence of COVID-19; and

WHEREAS, administration of the COVID-19 vaccine is progressing rapidly, but only approximately 55% of the adult population in the County has been fully vaccinated and the daily number of vaccines administered is steadily decreasing; and

WHEREAS, in order to maintain progress in containing the spread of COVID-19, the public must continue to practice appropriate safety measures; and

WHEREAS, the public health and safety concerns for persons and property within the City as a consequence of the global spread of COVID-19 continue to exist; and

WHEREAS, the health, safety, and welfare of Pinole residents, businesses, visitors, and staff is of utmost importance to the City and additional future measures may be needed to protect the community; and

WHEREAS, the City may require additional assistance in the future, and a formal declaration of emergency allows the City to access resources in a timely manner in a timely fashion; and

WHEREAS, the City Council finds that conditions of extreme peril to the safety of persons and property within the territorial limits of the City related to COVID-19 pandemic continue in existence; and

WHEREAS, the City Council finds that extraordinary measures are required to protect the public health, safety, and of persons and property within the City that are or are likely to be beyond the control or capability of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the City Council have continued existence of a local emergency periodically since it was first declared on March 18, 2020; and

WHEREAS, the City Council desires to confirm the continued existence of a local emergency within Pinole due to COVID-19.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Pinole hereby declares as follows:

1. The local emergency declared by Resolution No. 2020-13 due to the COVID-19 Pandemic continues to exist within the City of Pinole.
2. During the existence of the declared local emergency, the powers, functions, and duties of the City Manager, acting as Director of Emergency Services, and the emergency organization of this City shall be those prescribed by State law and by ordinances and resolutions of the City of Pinole.
3. The declaration of local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of May, 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 18th day of May, 2021.

Heather Iopu, CMC
City Clerk

3764988.1



CITY COUNCIL REPORT

7D

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

**FROM: ANDREW MURRAY, CITY MANAGER
HEATHER IOPU, CITY CLERK**

SUBJECT: RESOLUTION CONDEMNING DONALD TRUMP

RECOMMENDATION

Staff recommends the City Council consider approval of the resolution.

BACKGROUND

At the January 19, 2021 City Council meeting, Council member Devin Murphy requested a resolution at a future meeting condemning former President Donald Trump for his role in inciting the Capital Riot on January 6, 2021. The City Council gave its consensus.

REVIEW & ANALYSIS

Per the direction of the City Council, staff has prepared a resolution for review and consideration.

FISCAL IMPACT

None.

ATTACHMENT(S):

A. Resolution

ATTACHMENT A

RESOLUTION NO. 2021-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, CONDEMNING FORMER PRESIDENT DONALD TRUMP

WHEREAS, on January 6, 2021 the U.S. Senate was ratifying the Electoral College results; and

WHEREAS, former President Trump hosted and attended the “Save America Rally” at which he claimed President Joe Biden was an “illegitimate President”, and encouraged his supporters to “fight like hell...”; and

WHEREAS, former President Trump encouraged his supporters to walk down to the Capitol; and

WHEREAS, hours later those supporters broke through the barricades and stormed the Capitol building, endangering Senators, Congressional Representatives, their aides, and Capitol Hill maintenance staff, who had to evacuate for their safety; and

WHEREAS, rioters defaced the Capitol building, shattering glass, breaking down doors, and drawing graffiti; and

WHEREAS, rioters assaulted United States Capitol Police officers, and Officer Brian Sicknick was injured after being hit in the head with a fire extinguisher, and later died; and

WHEREAS, a peaceful transition of power is an essential part of American democracy; former President Trump intentionally acted to disrupt the peaceful transition of power.

NOW, THEREFORE BE IT RESOLVED BY THE PINOLE CITY COUNCIL THAT:

1. We reaffirm the importance of the peaceful transition of power in a democracy
2. We condemn former President Trump for inciting a riot

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of May, 2021 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ATTACHMENT A

ABSTAIN: COUNCILMEMBERS:

I, hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 18th day of May, 2021.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

7E

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

**SUBJECT: LETTER OF SUPPORT FOR ASSEMBLY BILL (AB) 988
REGARDING ESTABLISHING THE 988 CRISIS HOTLINE
CENTER**

RECOMMENDATION

Staff recommends that the City Council consider approving a letter of support for California Assembly Bill (AB) 988.

BACKGROUND

At its meeting of April 20, 2021, the City Council approved as a future agenda item a letter of support for AB 988. The bill (attached) was introduced in February 2021 and would establish the 988 Crisis Hotline Center and require the Office of Emergency Services to take specified actions to implement the hotline system. The League of California Cities has submitted a letter of support for the bill, attached. City staff has drafted a letter of support (attached) for the City Council's consideration and action.

FISCAL IMPACT

There would be no direct fiscal impact to the City created by submitting a position letter on this State legislation.

ATTACHMENTS

- A Text of AB 988
- B League of California Cities Letter of Support for AB 988
- C Draft City of Pinole Letter of Support for AB 988

ASSEMBLY BILL

No. 988

**Introduced by Assembly Members Bauer-Kahan, Berman, Chiu,
Quirk-Silva, and Ting Ting, Gipson, and Ramos**
**(Coauthors: Assembly Members Aguiar-Curry, Burke,
Cristina Garcia, McCarty, Mullin, Luz Rivas, Rodriguez,
Santiago, Stone, Villapudua, and Wicks Wicks, Lackey, Lee, and
Wood)**
**(Coauthors: Senators Archuleta, Eggman, Glazer, Leyva, and Wiener
Wiener, Nielsen, Ochoa Bogh, and Umberg)**

February 18, 2021

An act to add Article 6.1 (commencing with Section 53123) to Part 1 of Division 2 of Title 5 of the Government Code, to add Section 324.9 to the Public Utilities Code, to amend Sections 41007.2, 41007.3, 41013, 41020, 41021, 41022, 41023, 41024, 41026, 41028, 41030, 41031, 41032, 41050, 41098, 41100, 41128, 41135, 41136, and 41150 of, to amend the heading of Article 1 (commencing with Section 41020) and the heading of Article 2 (commencing with Section 41030) of Chapter 2 of Part 20 of Division 2 of, and to amend the heading of Chapter 2 (commencing with Section 41020) of Part 20 of Division 2 of, the Revenue and Taxation Code, relating to emergency services, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 988, as introduced, Bauer-Kahan. Mental health: mobile crisis support teams: 988 crisis hotline.

Existing law, the Warren-911-Emergency Assistance Act, requires every local public agency, as defined, to have an emergency

communication system and requires the digits “911” to be the primary emergency telephone number within the system.

Existing law, specifies provisions governing the operation and financing of community mental health services for the mentally disordered in every county through locally administered and locally controlled community mental health programs. Existing law specifies that county mental health services should be organized to provide immediate response to individuals in precrisis and crisis and to members of the individual’s support system, on a 24-hour, 7-day-a-week basis and authorizes provision of crisis services offsite, as mobile services.

Existing federal law, the National Suicide Hotline Designation Act, designates the 3-digit telephone number “988” as the universal number within the United States for the purpose of the national suicide prevention and mental health crisis hotline system operating through the National Suicide Prevention Lifeline maintained by the Assistant Secretary for Mental Health and Substance Abuse and the Veterans Crisis Line maintained by the Secretary of Veterans Affairs.

This bill would establish the 988 Crisis Hotline Center, using the digits “988” in compliance with existing federal law and standards governing the National Suicide Prevention Lifeline. The bill would require the Office of Emergency Services to take specified actions to implement the hotline system, including hiring a director with specified experience and designating a 988 crisis hotline center or centers to provide crisis intervention services and crisis care coordination to individuals accessing the 988.

This bill would require the office to designate at least one center prior to July 16, 2022, and would require crisis hotline centers to meet specified requirements. The bill would require the office to adopt emergency regulations implementing these provisions by July 16, 2022. Beginning January 1, 2023, and not later than January 1, 2024, the bill would require crisis hotline centers, counties, and other relevant entities to become fully compliant with the regulations.

This bill would require that all elements of the 988 system be designed to meet the unique needs of California’s diverse communities, as provided. The bill would require counties to provide and make crisis services, including mobile crisis teams and crisis receiving and stabilization services, available to 988 callers and would require counties to coordinate with 988 crisis hotline centers on the deployment of, and access to, these services.

This bill would specify reporting requirements, including a requirement, beginning January 1, 2025, and annually thereafter, for the office to prepare a report containing specified information, and deliver it to the Legislature, the Substance Abuse and Mental Health Services Administration, and the Federal Communications Commission. Crisis hotline centers would be required to provide data, and reports, and participate in evaluations and related quality improvement activities as required by the office.

Existing law, the Emergency Telephone Users Surcharges Act, generally imposes a surcharge on each access line for each month or part thereof for which a service user subscribes with a service supplier, at an amount no greater than \$0.80, based on the Office of Emergency Services' estimate of the number of access lines to which the surcharge will be applied per month for a calendar year period, that it estimates, pursuant to a specified formula, will produce sufficient revenue to fund the current fiscal year's 911 costs.

Existing law imposes a surcharge on the purchase of prepaid mobile telephony services at the time of each retail transaction in this state, at the rate equal to the monthly surcharge amount per access line, to be paid by prepaid consumers and collected by sellers, as defined. Existing law requires the surcharge to be remitted to, and administered by, the California Department of Tax and Fee Administration, in accordance with specified provisions. Existing law makes certain violations of the Emergency Telephone Users Surcharge Act a crime.

Existing law requires amounts to be paid to the state pursuant to the Emergency Telephone Users Surcharge Act to be deposited into the State Emergency Telephone Number Account and that the amounts deposited, upon appropriation by the Legislature, be spent solely for specified purposes, including payment for the installation of, and ongoing expenses for, a basic system.

This bill would create a separate surcharge, beginning January 1, 2022, on each access line for each month or part thereof for which a service user subscribes with a service supplier, based on the Office of Emergency Services' estimate of 988 costs which would be calculated in the same fashion as the office's estimate of 911 charges. This bill would make applicable relevant provisions of the Emergency Telephone Users Surcharge Act to the 988 surcharge, as provided. The bill would provide for specified costs to be paid by the fees prior to distribution to the Office of Emergency Services. The bill would make conforming changes in regard to the 988 surcharge.

This bill would create the 988 State Mental Health and Crisis Services Special Fund, a new continuously appropriated fund, and would require the fees to be deposited along with other specified moneys into the 988 Fund. The bill would provide that the funds be used for specified purposes, including funding county 988 crisis hotline centers. By creating a new continuously appropriated fund and establishing a fee as a new source of revenue for the continuously appropriated fund, the bill would make an appropriation.

Existing law requires the Public Utilities Commission to publish specified information on its internet website, including contract and audit information.

This bill would require the Public Utilities Commission to publish specified information on its internet website relevant to these provisions.

By imposing new requirements on counties and by expanding the scope of crimes imposed by the Emergency Telephone Users Surcharge Act, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: $\frac{2}{3}$. Appropriation: yes. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. The Legislature finds and declares all of the
- 2 following:
- 3 (a) The nation is facing a mental health crisis.
- 4 (1) Between 2017 and 2018, the number of adults in the United
- 5 States experiencing mental illness increased by 1.5 million people,
- 6 meaning nearly one in five adults is living with a mental illness.
- 7 (2) The national suicide rate increased by 30 percent over the
- 8 last two decades. In 2018, there were an estimated 1.4 million

1 suicide attempts and more than 48,000 deaths by suicide, making
2 it the 10th leading cause of death among adults and the second
3 leading cause of death among young people.

4 (3) During the COVID-19 pandemic, this crisis has only
5 continued to worsen with increasing rates of anxiety, depression,
6 self-harm, and suicidal ideation.

7 (4) As this crisis worsens, one in six Californians continue to
8 experience mental illness, and only one-third report receiving any
9 treatment.

10 (b) Over the last 50 years, well-intentioned but piecemeal
11 approaches have resulted in an inadequate continuum of services,
12 leaving many without the help they need. Too often those
13 experiencing a mental health crisis do not receive the services they
14 need and instead are met with a punitive response that fails to treat
15 their illness and often results in harmful and unnecessary
16 incarceration.

17 (1) For those unable to access care, the criminal justice system
18 has become the default mental health system in California when,
19 in times of crisis, individuals and their families feel they have no
20 option but to call the police for help. While law enforcement is
21 often the most-relied upon institution during a mental health crisis,
22 providing mental health services or care is not and should not be
23 their role.

24 (2) One-third of homeless individuals in the United States have
25 a serious mental illness; these individuals are more likely to be
26 arrested with a lifetime risk of arrest ranging from 63 percent to
27 90 percent. People in jail are 8 to 11 times more likely to have
28 experienced recent homelessness.

29 (A) Currently, 10 percent of all law enforcement agencies'
30 budgets and 20 percent of staff time, are spent responding to
31 individuals with mental illness.

32 (B) As a direct consequence of this overreliance on law
33 enforcement responses to a public health crisis, approximately 25
34 percent of all fatal police-involved shootings since 2015 involved
35 a mental illness, with Black men dying disproportionately.

36 (c) With nonexistent or inadequate crisis care, costs escalate
37 due to restrictive, longer-term hospital stays, hospital readmission,
38 overuse of law enforcement and human tragedies that result from
39 a lack of access to care. Comprehensive crisis systems prevent

1 these tragedies, save municipalities money and resources, and
2 increase access to comprehensive care.

3 (1) One crisis continuum program in Eugene, Oregon,
4 CAHOOTS, is estimated to save the city an estimated \$8,500,000
5 in public safety spending annually. In 2019, Eugene's CAHOOTS
6 team answered 17 percent of the police department's overall call
7 volume. Out of 24,000 calls, police backup was requested only
8 150 times.

9 (2) Another crisis continuum program model implemented in
10 Phoenix, Arizona, Crisis Now, is estimated to have reduced
11 inpatient spending by \$260,000,000, preventing \$37,000,000 in
12 costs to hospital emergency departments in 2016. Phoenix saved
13 the equivalent of 37 full-time police officers and further reduced
14 city fire department costs.

15 (3) According to the Substance Abuse and Mental Health
16 Services Administration National Guidelines for Behavioral Health
17 Crisis Care, the core elements of a comprehensive crisis system
18 include all of the following:

19 (A) Regional or statewide crisis hotline centers coordinating in
20 real time.

21 (B) Centrally deployed, 24-hour, seven day per week mobile
22 crisis support teams.

23 (C) 23-hour crisis receiving and stabilization programs.

24 (D) Essential crisis care principles and practices.

25 (d) In 2020, the federal government enacted the National Suicide
26 Hotline Designation Act, establishing the "988" suicide prevention
27 and mental health crisis hotline, which must be fully implemented
28 nationally by July, 16, 2022.

29 (1) A "988" crisis line will do all of the following:

30 (A) Connect a person in a mental health crisis to a trained
31 counselor to address their immediate needs.

32 (B) Deploy mobile crisis support teams, as an alternative to law
33 enforcement response, to provide crisis intervention services when
34 necessary.

35 (C) Ensure individuals are referred to ongoing mental health
36 care when necessary.

37 (2) Switching to an easy-to-remember "988" for suicide
38 prevention and mental health crisis services will connect more
39 people with the appropriate and lifesaving care they need, just as
40 "911" does for other types of emergencies.

(e) It is the intent of the Legislature to implement the National Suicide Hotline Designation Act of 2020, in compliance with the Federal Communication Commission’s rules adopted by July 16, 2022 designating “988” as a three-digit number for the National Suicide Prevention Hotline to assure all persons residing in and visiting the State of California have access to the “988” suicide prevention and behavioral health crisis hotline and care 24 hours a day, seven days a week.

SEC. 2. Article 6.1 (commencing with Section 53123) is added to Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code, to read:

Article 6.1. Miles Hall Lifeline Act

53123. This article is known and may be cited as the “Miles Hall Lifeline Act”.

53123.1. (a) “988” means the three-digit phone number designated by the Federal Communications Commission for the purpose of connecting individuals experiencing a mental health crisis with suicide prevention and mental health crisis counselors, mobile crisis support teams, and crisis receiving and stabilization services and other mental health crisis services through the National Suicide Prevention Lifeline Network.

(b) “988 Crisis Hotline Center” means a county or contractor operated center participating in the National Suicide Prevention Lifeline Network to respond to statewide or regional 988 calls.

(c) “Mental health crisis services” means the continuum of services to address crisis intervention, crisis stabilization, and crisis residential treatment needs that are wellness, resiliency, and recovery oriented. Mental health crisis services include, but are not limited to:

(1) Crisis intervention, including counseling provided by 988 crisis hotline centers.

(2) Jurisdiction-based mental health teams, known as mobile crisis support teams, that include licensed mental health professionals and peer support specialists, as defined in subdivision (g) of Section 14045.12 of the Welfare and Institution Code, and may include medical and health professionals. Mobile crisis support teams provide onsite interventions including deescalation,

1 stabilization, and referrals to mental health and other social services
2 to individuals who are experiencing a mental health crisis.

3 (A) “Mental health professional” means any of the following:

4 (i) A licensed clinical social worker, pursuant to Chapter 14
5 (commencing with Section 4991) of Division 2 of the Business
6 and Professions Code.

7 (ii) A licensed professional clinical counselor, pursuant to
8 Chapter 16 (commencing with Section 4999.10) of Division 2 of
9 the Business and Professions Code.

10 (iii) A licensed marriage and family therapist, pursuant to
11 Chapter 13 (commencing with Section 4980) of Division 2 of the
12 Business and Professions Code.

13 (iv) A licensed psychologist, pursuant to Chapter 6.6
14 (commencing with Section 2900) of Division 2 of the Business
15 and Professions Code.

16 (v) A licensed physician under Chapter 5 (commencing with
17 Section 2000) of Division 2 of the Business and Professions Code
18 who is either a board certified psychiatrist or has completed a
19 residency in psychiatry.

20 (B) (i) Mobile crisis support teams may include mental health
21 teams embedded in Emergency Medical Services.

22 (ii) Mobile crisis support teams may include specialized teams
23 that can provide coordinated care for individuals experiencing
24 chronic homelessness.

25 (3) Crisis receiving and stabilization services that are facilities
26 with capacity for diagnosis, initial management, observation, crisis
27 stabilization, and follow up referral services and include, but are
28 not limited to:

29 (i) Short-term residential facilities that provide care under 24
30 hours.

31 (ii) Crisis residential treatment.

32 (iii) Peer respite services.

33 (iv) Services related to involuntary commitments under the
34 Lanterman-Petris-Short Act, Part 1 (commencing with Section
35 5000) of Division 5 the Welfare and Institution Code.

36 (d) “National Suicide Prevention Lifeline” means the national
37 network of local crisis hotline centers that provide free and
38 confidential emergency support to people in suicidal crisis or
39 emotional distress 24 hours a day, 7 days a week via a toll-free
40 hotline number, which receives calls made through the 988 system.

1 The toll-free number is maintained by the Assistant Secretary for
2 Mental Health and Substance Use under Section 520E-3 of the
3 Public Health Service Act, Section 290bb-36c of Title 42 of the
4 Unites States Code (42 U.S.C. 290bb-36c).

5 (e) “Office” means the Office of Emergency Services.

6 (f) “Substance Abuse and Mental Health Services
7 Administration” means that agency of the United States Department
8 of Health and Human Services.

9 (g) “Veterans Crisis Line” means the hotline which provides
10 crisis intervention to veterans and that is maintained by the
11 Secretary of Veterans Affairs under Section 1720F(h) of Title 38
12 of the United States Code (38 U.S.C. 1720F(h)).

13 53123.2. (a) The office shall implement, oversee, and enforce
14 the provisions of this article.

15 (b) (1) The office shall appoint a 988 crisis hotline system
16 director to provide direction and oversight of the implementation
17 and administration of the 988 crisis hotline and the mental health
18 crisis services that work in conjunction with the crisis hotline
19 centers.

20 (2) The director shall have experience in all of the following:

21 (A) Emergency crisis response and emergency crisis lines.

22 (B) Suicide prevention and mental health crisis services.

23 (C) Implementation of mental health crisis services, including
24 coordination of county and state mental health administrative
25 service organizations for the provision of mental health and
26 substance use disorder services.

27 (c) The office shall do all of the following:

28 (1) Designate a 988 crisis hotline center or centers to provide
29 crisis intervention services and crisis care coordination to
30 individuals accessing the 988. The office shall designate at least
31 one 988 crisis hotline center prior to July 16, 2022.

32 (2) Ensure coordination between the 988 crisis hotline centers,
33 911, mental health crisis services, and, when appropriate, other
34 speciality mental health warm lines and hotlines.

35 (3) Establish training guidelines for employees involved in the
36 implementation of 988 including 988 crisis hotline center staff,
37 911 operators, emergency medical services, law enforcement, and
38 firefighters. Training guidelines shall be written consistent with
39 Section 53123.5.

1 (4) Establish standards for mental health crisis services
2 accessible through the 988 system.

3 (5) Seek to maximize all available federal funding sources,
4 including federal medicaid reimbursement, for the purposes of 988
5 implementation, including the funding of mental health crisis
6 services, in consultation with the State Department of Health Care
7 Services.

8 (d) (1) To meet its obligations under subdivision (c), the office
9 shall adopt regulations by January 1, 2023, which shall be regularly
10 reviewed and updated.

11 (2) The office shall hold quarterly stakeholder convenings to
12 provide input and guidance during, and following, the adoption of
13 regulations. The convenings shall include representatives from all
14 of the following:

15 (A) Mental health consumers who are receiving or have received
16 mental health services.

17 (B) Parents, spouses, siblings, or adult children of mental health
18 consumers.

19 (C) Disability rights advocates.

20 (D) County behavioral health departments.

21 (E) California Indian tribes, as defined in subdivision (c) of
22 Section 8012 of the Health and Safety Code.

23 (F) Mental health and suicide hotline centers.

24 (G) Hospitals.

25 (H) Law enforcement.

26 (I) Emergency responders.

27 (J) Suicide prevention lines.

28 (K) State Department of Health Care Services.

29 (L) Department of Insurance.

30 (M) Department of Managed Health Care.

31 (N) State Department of Social Services.

32 (O) Mental Health Services Oversight and Accountability
33 Commission.

34 (P) Office of Suicide Prevention, if established.

35 (3) Beginning on January 1, 2023, and no later than January 1,
36 2024, 988 crisis hotline centers, counties, and other relevant entities
37 shall become fully compliant with the regulations adopted under
38 this section, unless otherwise provided by the office.

39 (4) The office may adopt emergency regulations implementing
40 this act by July 16, 2022. The office may readopt any emergency

1 regulation authorized by this section that is the same as or
2 substantially equivalent to an emergency regulation previously
3 adopted under this section.

4 (e) The office shall maintain and evaluate data on the usage of,
5 services provided for, and outcomes from the 988 system.

6 (f) The office shall work with the National Suicide Prevention
7 Lifeline, Veterans Crisis Line, and the Substance Abuse and Mental
8 Health Services Administration for the purposes of implementing
9 988 and ensuring consistency of public messaging about 988
10 services. The office shall also seek to maximize efficiency and
11 access to crisis hotlines beyond those previously provided.

12 (g) Beginning January 1, 2025, and annually thereafter, the
13 office shall prepare a report and deliver it to the Legislature, the
14 Substance Abuse and Mental Health Services Administration, and
15 the Federal Communications Commission, including information
16 on the all of the following:

17 (1) Data gathered pursuant to subdivision (e).

18 (2) Revenue generated by the 988 surcharge as reported by the
19 California Department of Tax and Fee Administration pursuant to
20 Section 41135 of the Revenue and Taxation Code.

21 (3) Deposits made to and expenditures from the Mental Health
22 and Crisis Services Special Fund as reported by the State Treasurer
23 per subdivision (e) of the Section 53123.6.

24 (4) State of county mental health crisis services, how funds from
25 the Mental Health and Crisis Services Special Fund are being used
26 to support these services, and how additional funds would be used
27 to improve, create, or expand access to mental health crisis services
28 pursuant to paragraph (1) of subdivision (d) of Section 53123.6.

29 (h) The report to be submitted to the Legislature pursuant to
30 subdivision (f) shall be submitted in compliance with Section 9795.

31 53123.3. (a) 988 crisis hotline centers shall be designated by
32 the office as provided in paragraph (1) of subdivision (b) of Section
33 53123.2 to operate within California.

34 (b) Each 988 crisis hotline center shall do all of the following:

35 (1) Maintain an active agreement with the administrator of the
36 National Suicide Prevention Lifeline for participation within the
37 network.

38 (2) Meet federal Substance Abuse and Mental Health Services
39 Administration requirements and national best practice guidelines
40 for operational and clinical standards, including training

1 requirements and policies for transferring callers to an appropriate
2 specialized center or subnetworks within or external to the National
3 Suicide Prevention Lifeline network.

4 (3) Utilize technology that is interoperable between and across
5 crisis and emergency response systems used throughout the state
6 including to 911, emergency services, and other nonmental health
7 crisis services. Technology shall include the capability for all the
8 following:

9 (A) Interoperability of phone calls, texts, chats, and other similar
10 capabilities consistent with the county's implementation of Next
11 Generation 911 pursuant to Section 53121.

12 (B) Assigning and tracking local response to mental health crisis
13 calls, including the capacity to rapidly deploy mobile crisis support
14 teams through global positioning technology.

15 (C) Tracking and providing real-time bed availability to crisis
16 responders and individuals in crisis for all mental health bed types,
17 such as crisis stabilization, psychiatric inpatient, substance use
18 disorder inpatient treatment, withdrawal management, and peer
19 crisis respite, including voluntary and involuntary beds.

20 (4) Maintain information sharing agreements with entities that
21 operate 911 call centers for the purpose of real-time care
22 coordination including deployment of mobile crisis support teams
23 and other mental health crisis services.

24 (5) Deploy mental health crisis services, including mobile crisis
25 support teams, and coordinate access to crisis receiving and
26 stabilization services.

27 (A) Any call made to 911 pertaining to a mental health crisis
28 shall be transferred to a 988 crisis hotline center. If a law
29 enforcement, medical, or fire response is also needed, 988 and 911
30 operators shall coordinate the simultaneous deployment of those
31 services with mobile crisis support teams.

32 (B) Law enforcement shall not be contacted or deployed in
33 partnership with a mobile crisis support team unless there is an
34 explicit threat to public safety and the situation cannot be
35 reasonably managed without law enforcement assistance.

36 (6) Provide follow-up services to individuals accessing 988
37 consistent with guidance and policies established by the National
38 Suicide Prevention Lifeline and within the timeframes established
39 by all plan letters pursuant to Section 1374.73 of the Health and
40 Safety Code.

1 (7) Employ or contract to provide a sufficient number of
2 qualified bilingual persons or interpreters to ensure provision of
3 information and services in the language of the
4 non-English-speaking person.

5 (8) Provide data, and reports, and participate in evaluations and
6 related quality improvement activities as required by the office.

7 (c) To the extent the National Suicide Prevention Lifeline admits
8 new crisis centers to the network, counties and independent crisis
9 hotline centers shall seek to certify, license, and accredit any
10 existing county operated, county contracted, or independently
11 operated mental health access or suicide prevention lines by July
12 16, 2022.

13 (d) Crisis hotline centers shall, beginning January 1, 2023, and
14 no later than January 1, 2024, unless otherwise provided by the
15 office, become fully compliant with any regulations issued by the
16 office under subparagraphs (1) and (3) of subdivision (d) of Section
17 53123.2.

18 (e) All crisis hotline centers shall provide care consistent with
19 Section 53123.6.

20 53123.4. (a) Counties shall seek to offer a full continuum of
21 mental health crisis services, to the extent resources are available.
22 This continuum shall include services funded by Section 5848.5
23 of the Welfare and Institutions Code and additional grants,
24 including grants awarded by the Mental Health Services Oversight
25 and Accountability Commission, for the purpose of establishing
26 a mental health crisis response system.

27 (1) Counties shall seek to maximize existing funding sources
28 to maintain mental health crisis services.

29 (2) Counties may form a joint powers authority, pursuant to
30 Chapter 5 (commencing with Section 6500) of Division 7 of Title
31 1, for the purposes of expanding access to mental health crisis
32 services and reducing associated costs.

33 (b) Counties shall bill the appropriate health care service plan
34 or disability insurer for all medically necessary treatment of a
35 mental health or substance use disorder provided to
36 privately-insured individuals through the 988 system. "Medically
37 necessary treatment of a mental health or substance use disorder"
38 shall have the same meaning as Section 10144.5 of the Insurance
39 Code. Health care service plans and disability insurers shall
40 reimburse for such medically necessary treatment within 30

1 calendar days. Counties shall report to the Department of Managed
2 Health Care and the Department of Insurance any health care
3 services plans or disability insurers that fail to reimburse services
4 provided through the 988 system for possible enforcement actions.

5 (c) County operated mental health crisis services, including
6 mobile crisis support teams and crisis receiving and stabilization
7 services, shall be made available to 988 callers and counties shall
8 coordinate with 988 crisis hotline centers on the deployment of,
9 and access to, these services.

10 (1) Counties shall consult with California Indian tribes, as
11 defined in subdivision (c) of Section 8012 of the Health and Safety
12 Code, to ensure mental health crisis services support the unique
13 needs of, and are accessible to, the tribes. This may include regional
14 coordination with tribal governments and capacity building efforts.

15 (d) County operated mental health crisis services shall provide
16 care consistent with Section 53123.5.

17 53123.5. (a) All elements of the 988 system shall be designed
18 to meet the unique needs of California's diverse communities.

19 (b) In compliance with Section 1810.410 of Title 9 of the
20 California Code of Regulations and in accordance with the National
21 Culturally and Linguistically Appropriate Services Standards
22 established by the United States Department of Health and Human
23 Services, crisis hotline centers and mental health crisis services
24 shall do all of the following:

25 (1) Ensure equitable access to services regardless of an
26 individual's race, ethnicity, gender, socioeconomic status, sexual
27 orientation, gender identity or expression, or geographic location.

28 (2) Meet the unique needs of specific populations, including all
29 of the following:

30 (A) Populations at greater risk of suicide as identified by the
31 Substance Abuse and Mental Health Services Administration.

32 (B) Individuals experiencing homelessness, housing instability,
33 or who are at risk of experiencing homelessness in the future.

34 (C) Children and youth.

35 (D) Older adults.

36 (E) Individuals with disabilities.

37 (F) Black, African American, Hispanic, Latino, Asian, Pacific
38 Islander, Native American, Native Hawaiian, Alaska Native, and
39 other underserved communities, and the diverse communities and
40 backgrounds within these categories.

1 (G) Lesbian, gay, bisexual, transgender, nonbinary, queer, and
2 questioning individuals.

3 (H) Immigrants and refugees.

4 (I) Non-English speakers.

5 (J) Low-income persons.

6 (K) Religious communities.

7 (c) The Office of Health Equity within the State Department of
8 Public Health shall provide technical assistance to the office,
9 counties, contracted crisis hotline centers, and other contracted
10 entities seeking to obtain funds for initiatives in multicultural
11 health, including identification of funding sources and assistance
12 with writing grants in compliance with paragraph (9) of subdivision
13 (a) of Section 152 of the Health and Safety Code.

14 53123.6. (a) The 988 State Mental Health and Crisis Services
15 Special Fund is hereby established in the State Treasury.

16 (b) The fund shall consist of all of the following:

17 (1) Revenue generated by the 988 surcharge assessed on users
18 under Section 41020 of the Revenue and Taxation Code.

19 (2) Appropriations made by the Legislature.

20 (3) Grants and gifts intended for deposit in the fund.

21 (4) Interest, premiums, gains, or other earnings on the fund.

22 (5) Money from any other source that is deposited in or
23 transferred to the fund.

24 (c) Notwithstanding Section 11754 of the Health and Safety
25 Code, federal funds payable directly to the state by the Substance
26 Abuse and Mental Health Services Administration to implement
27 988 may be made directly to the fund.

28 (d) Money in the fund is subject to all of the following:

29 (1) Money shall not revert at the end of any fiscal year and shall
30 remain available for the purposes of the fund in subsequent state
31 fiscal years.

32 (2) Money shall not be subject to transfer to any other fund or
33 to transfer, assignment, or reassignment for any other use or
34 purpose outside of those specified in this article.

35 (3) Money shall be continuously appropriated for the purposes
36 of the fund.

37 (e) (1) Counties shall use any funds remitted to them to fund
38 their 988 crisis hotline centers. Any surplus may be used to fund
39 mental health crisis services including, but not limited to, mobile
40 crisis support teams and crisis receiving and stabilization services.

(2) The office may adopt regulations regarding the process for counties to receive funds.

(3) Beginning on December 31, 2022 and annually thereafter, counties shall report to the office on the state of their mental health crisis services, how they are funding these services, and how any additional remittance from the 988 State Mental Health and Crisis Services Special Fund will be used to improve, create, and expand access to mental health crisis services.

(f) The State Treasurer shall report annually to the office on fund deposits and expenditures.

SEC. 3. Section 324.9 is added to the Public Utilities Code, to read:

324.9. The California Public Utilities Commission shall publish on its internet website relevant information regarding the Miles Hall Lifeline Act, Article 6.1 (commencing with Section 53123) of Part 1 of Division 2 of Title 5 of the Government Code and Federal Communications Commission and North American Numbering Plan Administrator guidelines regarding 988 implementation, including customer education and network modification.

SEC. 4. Section 41007.2 of the Revenue and Taxation Code is amended to read:

41007.2. (a) “Wireline communications service” shall mean a local exchange service provided at a physical location in this state that allows the user to make an outbound communication to the 911 emergency communications system.

(b) For the purposes of the surcharge imposed by Chapter 2 (commencing with Section 41020):

(1) A wireline communications service access line does not include a direct inward dialing number, extension, or other similar feature that routes an inbound call and cannot provide access to the 911 emergency communications system ~~or 988 crisis hotline~~.

(2) The number of surcharges imposed shall not exceed the total number of concurrent outbound calls that can be placed to the emergency communications system at a single point of time.

(c) This definition shall apply only to this part.

(d) *Commencing January 1, 2022, the definition shall include a local exchange service provided at a physical location in this state that allows the user to make an outbound communication to the 988 crisis hotline as defined in Miles Hall Lifeline Act, Article*

6.1 (commencing with Section 53123) of Part 1 of Division 2 of Title 5 of the Government Code.

SEC. 5. Section 41007.3 of the Revenue and Taxation Code is amended to read:

41007.3. (a) “Wireless communications service line” shall mean a telecommunications service provided to an end user with a place of primary use in this state that allows the end user to make an outbound communication to the 911 emergency communications system. A wireless communications service line shall not include prepaid mobile telephony service.

(b) For the purposes of the surcharge imposed by Chapter 2 (commencing with Section 41020), not more than one surcharge may be imposed per wireless communications service line number assigned to an end user of mobile telecommunications service.

(c) This definition shall apply only to this part.

(d) Commencing January 1, 2022, the definition shall include a telecommunications service provided to an end user with a place of primary use in this state that allows the end user to make an outbound communication to the 988 crisis hotline as defined in Miles Hall Lifeline Act, Article 6.1 (commencing with Section 53123) of Part 1 of Division 2 of Title 5 of the Government Code. A wireless communications service line shall not include prepaid mobile telephony service.

SEC. 6. Section 41013 of the Revenue and Taxation Code is amended to read:

41013. “Surcharge” means a tax or taxes levied by this state. “Surcharge,” or “surcharges” as used in this part, refers to two separate charges, one related to 911 service and one related to 988 service.

SEC. 7. The heading of Chapter 2 (commencing with Section 41020) of Part 20 of Division 2 of the Revenue and Taxation Code is amended to read:

CHAPTER 2. THE ~~SURCHARGE~~ SURCHARGES

SEC. 8. The heading of Article 1 (commencing with Section 41020) of Chapter 2 of Part 20 of Division 2 of the Revenue and Taxation Code is amended to read:

Article 1. Imposition of the ~~Surcharge~~ Surcharges

SEC. 9. Section 41020 of the Revenue and Taxation Code is amended to read:

41020. (a) (1) (A) On and after January 1, 2020, a 911 surcharge is hereby imposed on each access line for each month or part thereof for which a service user subscribes with a service supplier, at an amount determined under Article 2 (commencing with Section 41030). *Beginning January 1, 2022, a separate 988 surcharge is hereby imposed on each access line for each month or part thereof for which a service user subscribes with a service supplier, at an amount determined under Article 2 (commencing with Section 41030).*

(B) ~~The surcharge~~ surcharges shall be paid by the service user as hereinafter provided.

(2) On and after January 1, 2020, the purchase of prepaid mobile telephony services in this state shall be subject to ~~a surcharge the~~ surcharges set forth under Article 2 (commencing with Section 41030). ~~The surcharge~~ surcharges shall be paid by the prepaid consumer in accordance with Section 41028 and remitted and administered in accordance with this part.

(b) ~~The surcharge~~ surcharges imposed shall not apply to either of the following:

(1) In accordance with the Mobile Telecommunications Sourcing Act (Public Law 106-252), which is incorporated herein by reference, to any charges for mobile telecommunications services billed to a customer where those services are provided, or deemed provided, to a customer whose place of primary use is outside this state. Mobile telecommunications services shall be deemed provided by a customer's home service provider to the customer if those services are provided in a taxing jurisdiction to the customer, and the charges for those services are billed by or for the customer's home service provider.

(2) To any charges for VoIP service billed to a customer where those services are provided to a customer whose place of primary use of VoIP service is outside this state.

(c) For purposes of this section:

(1) "Access line in this state" means a telephone line as defined in Section 233 of the Public Utilities Code associated with a billing address located in California.

(2) "Charges for mobile telecommunications services" means any charge for, or associated with, the provision of commercial

mobile radio service, as defined in Section 20.3 of Title 47 of the Code of Federal Regulations, as in effect on June 1, 1999, or any charge for, or associated with, a service provided as an adjunct to a commercial mobile radio service, that is billed to the customer by or for the customer's home service provider, regardless of whether individual transmissions originate or terminate within the licensed service area of the home service provider.

(3) "Customer" means (A) the person or entity that contracts with the home service provider for mobile telecommunications services, or with a VoIP service provider for VoIP service, or (B) if the end user of mobile telecommunications services or VoIP service is not the contracting party, the end user of the mobile telecommunications service or VoIP service. This paragraph applies only for the purpose of determining the place of primary use. The term "customer" does not include (A) a reseller of mobile telecommunications service or VoIP communication service, or (B) a serving carrier under an arrangement to serve the mobile customer outside the home service provider's licensed service area.

(4) "Home service provider" means the facilities-based carrier or reseller with which the customer contracts for the provision of mobile telecommunications services.

(5) "Licensed service area" means the geographic area in which the home service provider is authorized by law or contract to provide commercial mobile radio service to the customer.

(6) "Mobile telecommunications service" means commercial mobile radio service, as defined in Section 20.3 of Title 47 of the Code of Federal Regulations, as in effect on June 1, 1999.

(7) "Place of primary use" means the street address representative of where the customer's use of the mobile telecommunications service or VoIP service primarily occurs, that must be:

(A) The residential street address or the primary business street address of the customer.

(B) With respect to mobile telecommunications service, within the licensed service area of the home service provider.

(8) (A) "Reseller" means a provider who purchases telecommunications services or VoIP service from another telecommunications service provider or VoIP service and then resells the services, or uses the services as a component part of,

1 or integrates the purchased services into, a mobile
2 telecommunications service or VoIP service.

3 (B) “Reseller” does not include a serving carrier with which a
4 home service provider arranges for the services to its customers
5 outside the home service provider’s licensed service area.

6 (9) “Serving carrier” means a facilities-based carrier providing
7 mobile telecommunications service to a customer outside a home
8 service provider’s or reseller’s licensed area.

9 (10) “Taxing jurisdiction” means any of the several states, the
10 District of Columbia, or any territory or possession of the United
11 States, any municipality, city, county, township, parish,
12 transportation district, or assessment jurisdiction, or any other
13 political subdivision within the territorial limits of the United States
14 with the authority to impose a tax, charge, or fee.

15 (11) “VoIP service provider” means that provider of VoIP
16 service with whom the end user customer contracts for the
17 provision of VoIP services for the customer’s own use and not for
18 resale.

19 SEC. 10. Section 41021 of the Revenue and Taxation Code is
20 amended to read:

21 41021. (a) A service supplier shall collect the ~~surcharge~~
22 *surcharges* from each service user at the time it collects its billings
23 from the service user, provided that the duty to collect the surcharge
24 from a service user shall commence with the beginning of the first
25 regular billing period applicable to that person which starts on or
26 after the operative date of the surcharge imposed by this part. If
27 the stations or lines of more than one service supplier are utilized
28 in furnishing the telephone communication services to the service
29 user, the service supplier that bills the customer shall collect the
30 surcharge from the customer.

31 (b) Only one payment under this part shall be required with
32 respect to the ~~surcharge~~ *surcharges* on a service, notwithstanding
33 that the lines or stations of one or more service suppliers are used
34 in furnishing that service.

35 SEC. 11. Section 41022 of the Revenue and Taxation Code is
36 amended to read:

37 41022. The ~~surcharge~~ *surcharges* required to be collected by
38 the service supplier shall be added to and stated separately in its
39 billings to the service user.

SEC. 12. Section 41023 of the Revenue and Taxation Code is amended to read:

41023. The ~~surcharge~~ *surcharges* required to be collected by the service supplier, and any amount unreturned to the service user which is not a surcharge but was collected from the service user as representing a surcharge, constitute debts owed by the service supplier to this state.

A service supplier that has collected any amount of ~~surcharge~~ *surcharges* in excess of the amount of ~~surcharge~~ *surcharges* imposed by this part and actually due from a service user, may refund such amount to the service user, even though such surcharge amount has already been paid over to the board and no corresponding credit or refund has yet been secured. Any service supplier making a refund of any charge to a service user upon which surcharge is collected under this part from the service user may repay therewith the amount of the surcharge paid. The service supplier may claim credit for such overpayment against the amount of ~~surcharge~~ *surcharges* imposed by this part which is due upon any other quarterly return, providing such credit is claimed in a return dated no later than three years from the date of overpayment.

SEC. 13. Section 41024 of the Revenue and Taxation Code is amended to read:

41024. Every service user in this state is liable for the ~~surcharge~~ *surcharges* until ~~it has~~ *they have* been paid to this state, except that payment to a service supplier registered under this part is sufficient to relieve the user from further liability for the tax.

Any surcharge collected from a service user which has not been remitted to the board shall be deemed a debt owed to the State of California by the person required to collect and remit such surcharge. Nothing in this part shall impose any obligation upon a service supplier to take any legal action to enforce the collection of the utility users surcharge imposed by this part. The service supplier shall provide the board with amounts uncollected which total three dollars (\$3) or more on a cumulative basis with respect to a single service user along with the names, addresses and reasons of the service users refusing to pay the ~~surcharge~~ *surcharges* imposed by this part.

SEC. 14. Section 41026 of the Revenue and Taxation Code is amended to read:

1 41026. In the payment of the ~~surcharge~~ *surcharges* imposed
2 by this part, a fractional part of a cent shall be disregarded unless
3 it amounts to one-half or more, in which case it shall be increased
4 to one cent.

5 SEC. 15. Section 41028 of the Revenue and Taxation Code is
6 amended to read:

7 41028. (a) (1) On and after January 1, 2020, the surcharge
8 ~~amount~~ *amounts* imposed by Section 41020 on the purchase of
9 prepaid mobile telephony services in this state shall be collected
10 by a seller from each prepaid consumer at the time of each retail
11 transaction in this state.

12 (2) The amount of the ~~surcharge~~ *surcharge* shall be separately
13 stated on an invoice, receipt, or other similar document that is
14 provided to the prepaid consumer of mobile telephony services by
15 the seller, or otherwise disclosed electronically to the prepaid
16 consumer, at the time of the retail transaction.

17 (b) (1) The ~~surcharge that is~~ *surcharges that are* required to be
18 collected by a seller and any amount unreturned to the prepaid
19 consumer of mobile telephony services that is not owed as part of
20 the surcharge, but was collected from the prepaid consumer under
21 the representation by the seller that it was owed as part of the
22 surcharge, constitutes debts owed by the seller to this state.

23 (2) A seller that has collected any amount of surcharge in excess
24 of the amount of the surcharge imposed by this part and actually
25 due from a prepaid consumer may refund that amount to the
26 prepaid consumer, even though the surcharge amount has already
27 been paid over to the department and no corresponding credit or
28 refund has yet been secured. Any seller making a refund of any
29 charge to a prepaid consumer may repay therewith the amount of
30 the surcharge paid. The seller may claim credit for such
31 overpayment against the amount of surcharge imposed by this part
32 which is due upon any other quarterly return, providing such credit
33 is claimed in a return dated no later than three years from the date
34 of overpayment.

35 (c) (1) Every prepaid consumer of prepaid mobile telephony
36 services in this state is liable for the ~~surcharge~~ *surcharges* until it
37 has been paid to this state, except that payment to a seller registered
38 under this part relieves the prepaid consumer from further liability
39 for the ~~surcharge~~ *surcharges*. Any surcharge collected from a
40 prepaid consumer that has not been remitted to the department

shall be a debt owed to the state by the person required to collect and remit the surcharge. Nothing in this part shall impose any obligation upon a seller to take any legal action to enforce the collection of the surcharge imposed by this section.

(2) A credit shall be allowed against, but shall not exceed, the surcharge ~~amount~~ amounts imposed on any prepaid consumer of mobile telephony services by this part to the extent that the prepaid consumer has paid emergency telephone users charges on the purchase to any other state, political subdivision thereof, or the District of Columbia. The credit shall be apportioned to the charges against which it is allowed in proportion to the amounts of those charges.

(d) A seller is relieved from liability to collect the prepaid MTS surcharge imposed by this part that became due and payable, insofar as the base upon which the surcharge is imposed is represented by accounts that have been found to be worthless and charged off for income tax purposes by the seller or, if the seller is not required to file income tax returns, charged off in accordance with generally accepted accounting principles. A seller that has previously paid the surcharge may, under rules and regulations prescribed by the board, take as a deduction on its return the amount found worthless and charged off by the seller. If any such accounts are thereafter in whole or in part collected by the seller, the amount so collected shall be included in the first return filed after such collection and the surcharge shall be paid with the return.

(e) For purposes of this part, all of the following definitions shall apply:

(1) "Prepaid consumer" means a person who purchases prepaid mobile telephony services in a retail transaction.

(2) "Retail transaction" means the purchase of prepaid mobile telephony services, either alone or in combination with mobile data or other services, from a seller for any purpose other than resale in the regular course of business. For these purposes, a "purchase" means any transfer of title or possession, exchange, or barter, conditional or otherwise.

(3) "Seller" means a person that sells prepaid mobile telephony service to a person in a retail transaction.

(f) For purposes of this section, a retail transaction occurs in the state under any of the following circumstances:

1 (1) The prepaid consumer makes the retail transaction in person
2 at a business location in the state (point-of-sale transaction).

3 (2) If paragraph (1) is not applicable, the prepaid consumer's
4 address is in the state (known-address transaction). A
5 known-address transaction occurs in the state under any of the
6 following circumstances:

7 (A) The retail sale involves shipping of an item to be delivered
8 to, or picked up by, the prepaid consumer at a location in the state.

9 (B) If the prepaid consumer's address is known by the seller to
10 be in the state, including if the seller's records maintained in the
11 ordinary course of business indicate that the prepaid consumer's
12 address is in the state and the records are not made or kept in bad
13 faith.

14 (C) The prepaid consumer provides an address during
15 consummation of the retail transaction that is in the state, including
16 an address provided with respect to the payment instrument if no
17 other address is available and the address is not given in bad faith.

18 (3) If an address is not available to the seller to determine
19 whether any of the circumstances in paragraph (2) exist, the
20 transaction will be deemed to be a known-address transaction
21 occurring in this state if the mobile telephone number is associated
22 with a location in this state.

23 (g) The surcharge amounts imposed under this section shall be
24 remitted by every seller, except a service supplier, as prescribed
25 under Part 1 (commencing with Section 6001), along with a return
26 filed using electronic media. The department shall administer such
27 remittance and returns as prescribed under Part 1 (commencing
28 with Section 6001).

29 (h) The purchase in a retail transaction in this state of prepaid
30 mobile telephony services, either alone or in combination with
31 mobile data or other services, by a prepaid consumer is exempt
32 from the ~~surcharge~~ *surcharges* if all of the following apply:

33 (1) The prepaid consumer is certified as eligible for the state
34 lifeline program or federal lifeline program.

35 (2) The seller is authorized to provide lifeline service under the
36 state lifeline program or federal lifeline program.

37 (3) The exemption is applied only to the amount paid for the
38 portion of the prepaid mobile telephony service that the lifeline
39 program specifies is exempt from the surcharges and fees.

SEC. 16. The heading of Article 2 (commencing with Section 41030) of Chapter 2 of Part 20 of Division 2 of the Revenue and Taxation Code is amended to read:

Article 2. Adjustment of Surcharge ~~Amount~~ *Amounts*

SEC. 17. Section 41030 of the Revenue and Taxation Code is amended to read:

41030. (a) The Office of Emergency Services shall determine annually, on or before October 1, to be effective on January 1 of the following year, a surcharge amount pursuant to subdivision (b) that it estimates will produce sufficient revenue to fund the current fiscal year's ~~911-9-8-8 costs~~ *and 988 costs*.

(b) For determinations made that are applicable to the calendar year beginning on January 1, 2020, and each calendar year thereafter, the surcharge amount shall be determined annually by dividing the costs, including incremental costs, the Office of Emergency Services estimates for the current fiscal year of ~~911~~ *both of the following*:

(1) 911 costs approved pursuant to Article 6 (commencing with Section 53100) of Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code, less the available balance in the State Emergency Telephone Number Account in the General Fund, by its estimate of the number of access lines to which the surcharge will apply per month for the period of January 1 to December 31, inclusive, of the next succeeding calendar year, but in no event shall the surcharge amount in any month be greater than eighty cents (\$0.80) per access line per month.

(2) *For the year beginning January 1, 2023, and each calendar year thereafter, 988 costs approved pursuant to Article 6.1 (commencing with Section 53123) of Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code, less the available balance in the State Mental Health and Crisis Services Special Fund by its estimate of the number of access lines to which the surcharge will apply per month for the period of January 1 to December 31, inclusive, of the next succeeding calendar year.*

(c) When determining the surcharge amount pursuant to this section, the office shall include the costs it expects to incur to plan, test, implement, and operate Next Generation 911 technology and services, including text to 911 service, and alerts and warnings,

1 consistent with the plan and timeline required by Section 53121
2 of the Government Code.

3 (d) (1) Service suppliers shall report the total number of access
4 lines to the Office of Emergency Services, on or before August 1,
5 for the previous period of January 1 to December 31, inclusive.

6 (2) The total number of access lines required to be reported in
7 paragraph (1) shall include all lines from the categories of wireline
8 communication service line, wireless communication service line,
9 prepaid mobile telephony service line, and VoIP service line. The
10 number of access line figures shall be reported individually for
11 these categories.

12 (e) The office shall perform a validation of the number of access
13 lines using subscription data or other comparable data collected
14 by appropriate federal or state agencies. This subscription data or
15 other comparable data shall be used to validate the access line data
16 required to be reported by service suppliers in subdivision (d).

17 (f) (1) The office shall notify the department of the surcharge
18 amount imposed under this part, determined pursuant to this section
19 on or before October 1 of each year.

20 (2) The surcharge imposed on the purchase of prepaid mobile
21 telephony services shall be equal to the amount set forth in
22 subdivision (b) for each retail transaction in this state.

23 (g) (1) At least 30 days prior to determining the surcharge
24 pursuant to subdivision (a), the Office of Emergency Services shall
25 prepare a summary of the calculation of the proposed surcharge
26 and make it available to the public, the Legislature, the 911
27 ~~Advisory Board~~, *Board, the Mental Health Services Oversight and*
28 *Accountability Commission, the State Department of Public Health,*
29 and on its internet website.

30 (2) For determinations made on or before October 1, 2019, the
31 summary shall contain all of the following:

32 (A) The prior year revenues to fund 911 costs, including, but
33 not limited to, revenues from prepaid service.

34 (B) Projected expenses and revenues from all sources, including,
35 but not limited to, prepaid service to fund 911 costs.

36 (C) The rationale for adjustment to the surcharge determined
37 pursuant to subdivision (b), including, but not limited to, all
38 impacts from the surcharge collected pursuant to Part 21
39 (commencing with Section 42001).

(h) For purposes of this section, for the determination made by the office on or before October 1, 2019, that is applicable for the calendar year beginning on January 1, 2020, and ending on December 31, 2020, the following definitions shall apply:

(1) “Service supplier” shall mean a person supplying an access line to a service user in this state.

(2) “Service user” means any person that subscribes for the right to utilize an access line in this state who is required to pay a surcharge under the provisions of this part.

(i) *It is the intent of the Legislature that the 988 surcharge may be adjusted for low-income households, including all households eligible for the California Lifeline Program.*

SEC. 18. Section 41031 of the Revenue and Taxation Code is amended to read:

41031. The Office of Emergency Services shall make its determination of the surcharge ~~amount~~ *amounts* each year no later than October 1 and shall notify the department of the new ~~amount~~, *amounts*, which shall be fixed by the department to be effective with respect to access lines on or after January 1 of the next succeeding calendar year.

SEC. 19. Section 41032 of the Revenue and Taxation Code is amended to read:

41032. Immediately upon notification by the Office of Emergency Services and fixing the surcharge ~~amount~~, *amounts*, the department shall each year no later than November 15 publish in its minutes the new amount, and it shall notify every service supplier registered with it of the new amount by a means, or means determined by the department, that may include, but is not limited to, mail, electronic mail, or internet website postings.

SEC. 20. Section 41050 of the Revenue and Taxation Code is amended to read:

41050. The ~~surcharge~~ *surcharges* imposed by Section 41020 ~~attaches~~ *attach* at the time charges for the intrastate telephone communication services and VoIP service are billed by the service supplier to the service user and shall be paid by the service user when paying for such services.

SEC. 21. Section 41098 of the Revenue and Taxation Code is amended to read:

41098. (a) If the board finds that a person’s failure to make a timely return or payment is due to the person’s reasonable reliance

1 on written advice from the board, the person may be relieved of
2 the ~~surcharge~~ *surcharges* imposed by this part and any penalty or
3 interest added thereto.

4 (b) For purposes of this section, a person's failure to make a
5 timely return or payment shall be considered to be due to
6 reasonable reliance on written advice from the board, only if the
7 board finds that all of the following conditions are satisfied:

8 (1) The person requested in writing that the board advise ~~him~~
9 ~~or her~~ *them* whether a particular activity or transaction is subject
10 to the surcharge under this part. The specific facts and
11 circumstances of the activity or transaction shall be fully described
12 in the request.

13 (2) The board responded in writing to the person regarding the
14 written request for advice, stating whether or not the described
15 activity or transaction is subject to the ~~surcharge~~, *surcharges*, or
16 stating the conditions under which the activity or transaction is
17 subject to the ~~surcharge~~. *surcharge*.

18 (3) The liability for surcharges applied to a particular activity
19 or transaction which occurred before either of the following:

20 (A) Before the board rescinded or modified the advice so given,
21 by sending written notice to the person of rescinded or modified
22 advice.

23 (B) Before a change in statutory or constitutional law, a change
24 in the board's regulations, or a final decision of a court, which
25 renders the board's earlier written advice no longer valid.

26 (c) Any person seeking relief under this section shall file with
27 the board all of the following:

28 (1) A copy of the person's written request to the board and a
29 copy of the board's written advice.

30 (2) A statement under penalty of perjury setting forth the facts
31 on which the claim for relief is based.

32 (3) Any other information which the board may require.

33 (d) Only the person making the written request shall be entitled
34 to rely on the board's written advice to that person.

35 SEC. 22. Section 41100 of the Revenue and Taxation Code is
36 amended to read:

37 41100. If the department determines that any amount, penalty,
38 or interest has been paid more than once or has been erroneously
39 or illegally collected or computed, the department shall set forth
40 that fact in the records of the department, certify the amount

collected in excess of the amount legally due and the person from whom it was collected or by whom paid, and credit the excess amount collected or paid on any amounts then due and payable from the person from whom the excess amount was collected or by whom it was paid under this part, and the balance shall be refunded to the person, or their successors, administrators, or executors. Any proposed determination by the department pursuant to this section with respect to an amount in excess of fifty thousand dollars (\$50,000) shall be available as a public record for at least 10 days prior to the effective date of that determination.

Any overpayment of the a surcharge by a service user to a service supplier or seller who is required to collect the surcharge shall be credited or refunded by the state to the service user. However, if the service supplier or seller has paid the amount to the department and establishes to the satisfaction of the department that it has not collected the amount from the service user or has refunded the amount to the service user, the overpayment may be credited or refunded by the state to the service supplier.

SEC. 23. Section 41128 of the Revenue and Taxation Code is amended to read:

41128. The board shall enforce the provisions of this part and may prescribe, adopt, and enforce rules and regulations relating to the administration and enforcement of this part. The board shall not prescribe, adopt or enforce any rule or regulation which has the effect, directly or indirectly, of altering the terms and conditions of service of a service supplier serving the general public, other than the imposition of the surcharge. ~~surcharge.~~ *surcharges.*

SEC. 24. Section 41135 of the Revenue and Taxation Code is amended to read:

41135. (a) All amounts required to be paid to the state under this part shall be paid to the department in the form of remittances payable to the California Department of Tax and Fee Administration. The department shall transmit the payments to the State Treasurer to be deposited in the State Treasury to the credit of *either the State Emergency Telephone Number Account in the General Fund, which is hereby created. Fund, or the State Mental Health and Crisis Services Special Fund depending on the apportionment of the surcharge to arising from the 911 emergency communication system or the 988 crisis hotline.*

1 **(b)** *The department in consultation with the Office of Emergency*
2 *Services, may adopt regulations to implement the apportionment*
3 *of the surcharge.*

4 **(c)** *The department shall submit an annual report to the Office*
5 *of Emergency Services on revenue generated by the 988 surcharge.*

6 SEC. 25. Section 41136 of the Revenue and Taxation Code is
7 amended to read:

8 41136. **(a)** From the funds in the State Emergency Telephone
9 Number Account, all amounts of the 911 surcharge collected shall,
10 when appropriated by the Legislature, be spent solely for the
11 following purposes:

12 ~~(a)~~

13 **(1)** To pay refunds authorized by this part.

14 ~~(b)~~

15 **(2)** To pay the department for the cost of the administration of
16 this part.

17 ~~(c)~~

18 **(3)** To pay the Office of Emergency Services for its costs in
19 administration of the “911” emergency telephone number system.

20 ~~(d)~~

21 **(4)** To pay bills submitted to the Office of Emergency Services
22 by service suppliers or communications equipment companies for
23 the installation of, and ongoing expenses for, the following
24 communications services supplied to local agencies in connection
25 with the “911” emergency phone number system:

26 ~~(1)~~

27 **(A)** A basic system, defined as 911 systems, including, but not
28 limited to, Next Generation 911, and the subsequent technologies,
29 and interfaces needed to deliver 911 voice and data information
30 from the 911 caller to the emergency responder and the subsequent
31 technologies, and interfaces needed to send information, including,
32 but not limited to, alerts and warnings, to potential 911 callers.

33 ~~(2)~~

34 **(B)** A basic system with telephone central office identification.

35 ~~(3)~~

36 **(C)** A system employing automatic call routing.

37 ~~(4)~~

38 **(D)** Approved incremental costs.

39 ~~(e)~~

(5) To pay claims of local agencies for approved incremental costs, not previously compensated for by another governmental agency.

(f)

(6) To pay claims of local agencies for incremental costs and amounts, not previously compensated for by another governmental agency, incurred prior to the effective date of this part, for the installation and ongoing expenses for the following communication services supplied in connection with the “911” emergency telephone number system:

(1)

(A) A basic system, defined as 911 systems, including, but not limited to, Next Generation 911, and the subsequent technologies, and interfaces needed to deliver 911 voice and data information from the 911 caller to the emergency responder and the subsequent technologies, and interfaces needed to send information, including, but not limited to, alerts and warnings, to potential 911 callers.

(2)

(B) A basic system with telephone central office identification.

(3)

(C) A system employing automatic call routing.

(4)

(D) Approved incremental costs. Incremental costs shall not be allowed unless the costs are concurred in by the Office of Emergency Services.

(b) (1) From the funds in the State Mental Health and Crisis Services Special Fund, all amounts of the 988 surcharge collected are continuously appropriated and shall be spent for purposes identified in Section 53123.6 of the Government Code. However, before funds are disbursed as provide in Section 53123.6 of the Government Code, funds shall be used for all of the following:

(A) To pay refunds authorized by this part.

(B) To pay the department for the cost of the administration of this part.

(C) To pay the Office of Emergency Services for its costs in administration of the 988 crisis hotline.

(2) The remainder of the revenue shall be disbursed to the Office of Emergency Services for the purposes identified in Section 53123.6.

SEC. 26. Section 41150 of the Revenue and Taxation Code is amended to read:

41150. (a) The Legislature hereby declares and finds that to enable public agencies to implement “911” emergency phone systems required by the provisions of Chapter 1005 of the 1972 Regular Session (Article 6 (commencing with Section 53100) of Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code) it is necessary that a surcharge be imposed upon access lines purchased by every person in the state for access to the 911 emergency communication system. This act will provide funding for basic 911, as defined in Section 41136, and the technology and interfaces needed to deliver 911 voice and data information from the 911 caller to the emergency responder and the subsequent technologies, and interfaces needed to send information, including, but not limited to, alerts and warnings, to potential 911 callers. In addition, this part will provide funding for incremental costs.

(b) *The Legislature hereby finds and declares that to enable public agencies to implement the “988” hotline required by the provisions of the Miles Hall Lifeline Act (Article 6.1 (commencing with Section 53123) of Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code) it is necessary that a surcharge be imposed upon access lines purchased by every person in the state for access to the 988 crisis hotline. This act, as amended by the act adding this subdivision will provide funding, in part, for 988 crisis hotline centers operated by counties and mobile crisis support teams and crisis receiving and stabilization services.*

SEC. 27. Notwithstanding Section 13340 of the Government Code, the State Mental Health and Crisis Services Special Fund is hereby continuously appropriated to the Office of Emergency Services for allocation as set forth in this act without regard to fiscal year for the purposes of this act.

SEC. 28. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

1 However, if the Commission on State Mandates determines that
2 this act contains other costs mandated by the state, reimbursement
3 to local agencies and school districts for those costs shall be made
4 pursuant to Part 7 (commencing with Section 17500) of Division
5 4 of Title 2 of the Government Code.

6 SEC. 29. This act is an urgency statute necessary for the
7 immediate preservation of the public peace, health, or safety within
8 the meaning of Article IV of the California Constitution and shall
9 go into immediate effect. The facts constituting the necessity are:

10 The national 988 system will be fully operationalized on July
11 16, 2022, by which point California must establish the means to
12 answer and respond to calls. Given the Office of Emergency
13 Services, counties, and 988 crisis hotline centers must implement
14 this act within less than one year of its passage, it is necessary for
15 this act to take immediate effect.

16
17
18 **REVISIONS:**

19 **Heading—Lines 2, 5, and 6.**
20

O

2020-2021

CAL CITIES OFFICERS

President

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Council Member, Walnut Creek

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Mayor, Yountville

Executive Director and CEO

Carolyn M. Coleman

April 30, 2021

The Honorable Rebecca Bauer-Kahan
Member, California State Assembly
State Capitol, Room 6011
Sacramento, CA 95814

**RE: AB 988 (Bauer-Kahan) Mental Health: Mobile Crisis Support Teams: 988
Crisis Hotline.
Notice of Support**

Dear Assembly Member Bauer-Kahan:

The League of California Cities (Cal Cities) is pleased to support AB 988 (Bauer-Kahan), which would establish a comprehensive system for the purpose of connecting individuals experiencing a mental health crisis with suicide prevention and mental health crisis counselors, mobile crisis support teams, and crisis receiving and stabilization services.

Across the nation, there is a growing movement to realign crisis services provided to individuals with behavioral health issues away from a law enforcement centric model to a more mental health crisis support model. A July 2020 article published by the National Conference of State Legislatures stated that nationally people experiencing a mental health crisis are more likely to encounter law enforcement than medical assistance.

California is facing a mental health crisis. According to the Steinberg Institute and The Kennedy Forum, cosponsors of this bill, one in six Californians live with a mental illness and suicides have been steadily climbing, increasing by 35 percent nationally over the last two decades. With calls to existing suicide prevention call centers skyrocketing as a result of the COVID-19 pandemic, this bill will ensure the state is prepared to answer calls of all Californians in need by providing a seamless transition from our current suicide prevention system and handling the expected increase in volume demand of calls to suicide prevention lines.

For these reasons, Cal Cities supports AB 988. If you have any questions, please feel free to contact me at (916) 658-8252.

Sincerely,



Elisa Arcidiacono
Legislative Representative



CITY OF PINOLE

ATTACHMENT C

City Hall
2131 Pear Street
Pinole, CA 94564

Phone: (510) 724-9000
FAX: (510) 724-9826
www.ci.pinole.ca.us

May 18, 2021

The Honorable Rebecca Bauer-Kahan
Member, California State Assembly
State Capitol, Room 6011
Sacramento, CA 95814

**RE: AB 988 (Bauer-Kahan) Mental Health: Mobile Crisis Support Teams: 988 Crisis Hotline.
Notice of Support**

Dear Assembly Member Rebecca Bauer-Kahan,

The City of Pinole writes to express its support of AB 988, which would establish a comprehensive system for the purpose of connecting individuals experiencing a mental health crisis with suicide prevention and mental health crisis counselors, mobile crisis support teams, and crisis receiving and stabilization services.

Across the nation, there is a growing movement to realign crisis services provided to individuals with behavioral health issues away from a law enforcement centric model to a more mental health crisis support model. A July 2020 article published by the National Conference of State Legislatures stated that nationally people experiencing a mental health crisis are more likely to encounter law enforcement than medical assistance.

California is facing a mental health crisis. According to the Steinberg Institute and The Kennedy Forum, cosponsors of this bill, one in six Californians live with a mental illness and suicides have been steadily climbing, increasing by 35 percent nationally over the last two decades. With calls to existing suicide prevention call centers skyrocketing as a result of the COVID-19 pandemic, this bill will ensure the state is prepared to answer calls of all Californians in need by providing a seamless transition from our current suicide prevention system and handling the expected increase in volume demand of calls to suicide prevention lines.

For these reasons, the City of Pinole supports AB 988.

Sincerely,

Norma Martínez-Rubin
Mayor
City of Pinole

cc. Honorable Senator Nancy Skinner
Honorable Assembly Member Buffy Wicks
Sam Caygill, East Bay Division, League of California Cities, scaygill@cacities.org
League of California Cities (Via email: cityletters@cacities.org)



CITY COUNCIL REPORT

7F

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER

**SUBJECT: LETTER OF SUPPORT FOR SENATE BILL (SB) 612
REGARDING LEGACY ELECTRICAL RESOURCES**

RECOMMENDATION

Staff recommends that the City Council consider approving a letter of support for California Senate Bill (SB) 612.

BACKGROUND

At its meeting of April 20, 2021, the City Council approved as a future agenda item a letter of support for SB 612. The bill (attached) was introduced in February 2021. It would require an electrical corporation, by July 1, 2022, and not less than once every 3 years thereafter, to offer an allocation of certain electrical resources to its bundled customers and to other load-serving entities, including electric service providers and community choice aggregators, that serve departing load customers who bear cost responsibility for those resources. The bill would authorize a load-serving entity within the service territory of the electrical corporation to elect to receive all or a portion of the vintaged proportional share of those legacy resources allocated to its end-use customers and, if it so elects, would require it to pay to the electrical corporation the commission-established market price benchmark for the vintage proportional share of the resources received.

The League of California Cities has submitted a letter of support for the bill, attached. City staff has drafted a letter of support (attached) for the City Council's consideration and action.

FISCAL IMPACT

There would be no direct fiscal impact to the City created by submitting a position letter on this State legislation.

ATTACHMENTS

- A Text of SB 612
- B League of California Cities Letter of Support for SB 612
- C Draft City of Pinole Letter of Support for SB 612

AMENDED IN SENATE MAY 4, 2021

AMENDED IN SENATE APRIL 13, 2021

AMENDED IN SENATE MARCH 9, 2021

SENATE BILL

No. 612

Introduced by Senator Portantino

(Coauthors: Senators Allen, Becker, Limón, McGuire, Stern, and Wiener)

(Coauthors: Assembly Members Bauer-Kahan, Berman, Bloom, Boerner Horvath, Chiu, Kalra, Lee, Levine, Mullin, Muratsuchi, Robert Rivas, Stone, Ting, and Wood)

February 18, 2021

An act to add Section 366.4 to the Public Utilities Code, relating to electricity.

LEGISLATIVE COUNSEL'S DIGEST

SB 612, as amended, Portantino. Electrical corporations and other load-serving entities: allocation of legacy resources.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including electrical corporations. Existing law authorizes the commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable.

Existing law requires the commission to authorize and facilitate direct transactions between electric service providers and retail end-use customers, but suspends direct transactions except as expressly authorized. Existing law expressly requires the commission to authorize direct transactions for nonresidential end-use customers, subject to an annual maximum allowable total kilowatthour limit established, as

specified, for each electrical corporation, to be achieved following a now-completed 3-to-5-year phase-in period. Existing law requires the commission, on or before June 1, 2019, to issue an order specifying, among other things, an increase in the annual maximum allowable total kilowatthour limit by 4,000 gigawatthours and to apportion that increase among the service territories of the electrical corporations. Existing law requires the commission, by June 1, 2020, to provide the Legislature with recommendations on the adoption and implementation of a 2nd direct transactions reopening schedule and requires that the commission make specified findings with respect to those recommendations, including that the recommendations do not cause undue shifting of costs to bundled service customers of an electrical corporation or to direct transaction customers.

Existing law authorizes a community choice aggregator to aggregate the electrical load of interested electricity consumers within its boundaries and requires a community choice aggregator to file an implementation plan with the commission in order for the commission to determine a cost-recovery mechanism to be imposed on the community choice aggregator to prevent a shifting of costs to an electrical corporation's bundled customers. Existing law requires that the bundled retail customers of an electrical corporation not experience any cost increase as a result of the implementation of a community choice aggregator program and requires the commission to ensure that the departing load does not experience any cost increases as a result of an allocation of costs that were not incurred on behalf of the departing load.

Pursuant to existing law, the commission has adopted decisions and orders imposing certain costs ~~on that are collected as a nonbypassable charge on distribution from~~ customers of an electrical corporation that depart from receiving bundled electrical service from an electrical corporation to instead receive electric service from an electric service provider or a community choice aggregator.

This bill would require an electrical corporation, by July 1, 2022, and not less than once every 3 years thereafter, to offer an allocation of ~~each product, as defined, arising from legacy resources, as defined, certain electrical resources~~ to its bundled customers and to other load-serving entities, ~~defined to include~~ *including* electric service providers and community choice aggregators, ~~serving that serve departing load customers, as defined, customers~~ who bear cost responsibility for those resources. The bill would authorize a load-serving entity within the

service territory of the electrical corporation to elect to receive all or a portion of the vintaged proportional share of ~~products~~ *those legacy resources* allocated to its end-use customers and, ~~if so, it so elects, would~~ require it to pay to the electrical corporation the commission-established market price benchmark for the vintage proportional share of ~~products~~ *the resources* received. ~~The bill would require that an electrical corporation offer the products allocated to departing load customers that a load-serving entity declines to elect to receive in the wholesale market through regular solicitations and require that all revenues received through these solicitations be credited toward reducing any nonbypassable charge paid by bundled and departing load customers to recover the costs of legacy resources. The bill would require the commission to recognize and account for the value of all products in the electrical corporation's legacy resource portfolio in determining the nonbypassable charge to be paid by bundled and departing load customers to recover the costs of legacy resources.~~

Under existing law, a violation of the Public Utilities Act or any order, decision, rule, direction, demand, or requirement of the commission is a crime.

Because the provisions of this bill would be a part of the act and because a violation of a commission action implementing its requirements would be a crime, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

- 1 SECTION 1. Section 366.4 is added to the Public Utilities
- 2 Code, to read:
- 3 366.4. (a) For purposes of this section, the following
- 4 definitions apply:
- 5 (1) "Departing Load customer" means a customer of an electrical
- 6 corporation that departs from receiving electric service from an

1 electrical corporation to instead receive electric service from
2 another load-serving entity.

3 (2) “Legacy resource” means any generation resource or
4 agreement to purchase electricity for delivery to end-use customers
5 in California that was procured by an electrical corporation solely
6 on behalf of the electrical corporation’s end-use customers it served
7 at the time of procurement and that is eligible for recovery to
8 prevent cost shifting among the customers of load-serving entities.

9 (3) “Load-serving entity” has the same meaning as defined in
10 Section 380.

11 (4) “Product” means electrical resources procured to meet the
12 resource adequacy requirements of Section 380, electrical resources
13 procured to meet the requirements of the California Renewables
14 Portfolio Standard Program (Article 16 (commencing with Section
15 399.11)), *including the attributes of these resources required to*
16 *comply with paragraph (1) of subdivision (b) of Section 399.13,*
17 *and electrical resources that do not emit greenhouse gases, and*
18 ~~any new generating attributes identified after January 1, 2021, that~~
19 ~~have regulatory compliance or other identified market value.~~ *gases.*

20 (5) “Vintage” means the cost responsibility allocated by the
21 commission, for purposes of legacy resource cost responsibility,
22 to departing load customers, which the commission allocates to
23 those departing load customers corresponding to the year the
24 customer departs from receiving electric service from the electrical
25 corporation.

26 (b) (1) By July 1, 2022, and not less than once every three years
27 thereafter, the commission shall require an electrical corporation
28 to offer an allocation of each product arising from legacy resources
29 to its bundled customers and to other load-serving entities serving
30 departing load customers who bear cost responsibility for those
31 resources.

32 (2) The electrical corporation shall offer this allocation in an
33 amount up to each customer’s proportional share of legacy
34 resources in the customer’s vintage, as determined by the
35 commission.

36 (3) The electrical corporation shall offer the products for a term
37 and in a manner that maximizes the value of the legacy resources
38 and promotes stable long-term resource and reliability planning.

39 (c) ~~(1)~~—A load-serving entity within the service territory of the
40 electrical corporation may elect to receive all or a portion of the

1 vintaged proportional share of products allocated to its end-use
2 customers and shall pay to the electrical corporation the
3 commission-established market price benchmark for the vintage
4 proportional share of products received.

5 ~~(2) The electrical corporation shall offer an allocation of eligible~~
6 ~~renewable energy resources with a remaining contract or ownership~~
7 ~~term of at least 10 years to load-serving entities for a duration~~
8 ~~equal to the remaining term. A load-serving entity may apply these~~
9 ~~allocated resources to its long-term procurement requirement~~
10 ~~pursuant to subdivision (b) of Section 399.13.~~

11 ~~(3) To enable a load-serving entity to effectively align its supply~~
12 ~~with its customers' requirements, the electrical corporation shall,~~
13 ~~at a minimum, provide each load-serving entity electing to receive~~
14 ~~an allocation the following information for each allocated product:~~

15 ~~(A) Not less than seven months before the beginning of the~~
16 ~~production year, the most recent three-year historical production~~
17 ~~data for the allocated products and the estimated annual production~~
18 ~~profile by vintage and resource type in all hours.~~

19 ~~(B) Within 15 days following the end of each production month,~~
20 ~~actual production data for the prior month.~~

21 ~~(d) (1) An electrical corporation shall offer the products~~
22 ~~allocated to departing load customers that a load-serving entity~~
23 ~~declines to elect to receive pursuant to subdivision (c) in the~~
24 ~~wholesale market through regular solicitations. All revenues~~
25 ~~received through these solicitations shall be credited toward~~
26 ~~reducing any nonbypassable charge paid by bundled and departing~~
27 ~~load customers to recover the costs of legacy resources.~~

28 ~~(2)~~

29 ~~(d) The commission shall recognize and account for the value~~
30 ~~of all products in the electrical corporation's legacy resource~~
31 ~~portfolio in determining the nonbypassable charge to be paid by~~
32 ~~the bundled and departing load customers to recover the costs of~~
33 ~~legacy resources.~~

34 SEC. 2. No reimbursement is required by this act pursuant to
35 Section 6 of Article XIII B of the California Constitution because
36 the only costs that may be incurred by a local agency or school
37 district will be incurred because this act creates a new crime or
38 infraction, eliminates a crime or infraction, or changes the penalty
39 for a crime or infraction, within the meaning of Section 17556 of
40 the Government Code, or changes the definition of a crime within

- 1 the meaning of Section 6 of Article XIII B of the California
- 2 Constitution.

O

April 6, 2021

The Honorable Ben Hueso
Chair, Senate Energy, Utilities and Communications Committee
State Capitol Building, Room 4035
Sacramento, CA 95814

RE: **SB 612 (Portantino) Electrical Corporations and Other Load-Serving Entities:
Allocation of Legacy Resources
Notice of SUPPORT (As Amended 03/09/21)**

Dear Senator Hueso,

The League of California Cities (Cal Cities) is pleased to **support** SB 612 (Portantino), related to the allocation of legacy resources and Community Choice Aggregators (CCAs).

Specifically, SB 612 would ensure fair and equal access to the benefits of legacy resources and ensure resources held in Investor-Owned Utilities (IOU) portfolios are managed to maximize value for all customers. Currently, CCA customers in IOU territory continue to pay for legacy resource products that were procured on their behalf, even though only IOU customers have the right to access the benefits of these contracts. This change would not only ensure fair and equal access to these recourses, but will save CCA's and their customers millions of dollars.

This measure also would require the California Public Utilities Commission (CPUC) to recognize the value of greenhouse gas free energy and any new products in assigning cost responsibility for above-market legacy resources. Any remaining excess legacy resource products not taken by IOU, CCA, or direct access customers, could also return to the wholesale market in an annual solicitation.

Overall, Cal Cities believes this will help CCAs save their customers money, while continuing to provide clean, reliable energy. Cal Cities continues to support fair competition in statewide energy markets for CCAs and works to ensure that legislation and regulatory policies protect CCA customers from improper cost allocations. SB 612 would address longstanding inequities that have unfairly increased costs to CCA's and their customers.

For these reasons, the League **supports** SB 612 (Portantino). If you have any questions, do not hesitate to contact me at (916) 658-8218.

Sincerely,



Derek Dolfie
Legislative Representative

cc: The Honorable Anthony Portantino
Members, Senate Energy, Utilities & Communications Committee
Nidia Bautista, Chief Consultant, Senate Energy, Utilities & Communications Committee
Kerry Yoshida Consultant, Senate Republican Caucus



CITY OF PINOLE

City Hall
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Pinole, CA 94564

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FAX: (510) 724-9826
www.ci.pinole.ca.us

May 18, 2021

The Honorable Ben Hueso
Chair, Senate Energy, Utilities and Communications Committee
State Capitol Building, Room 4035
Sacramento, CA 95814

SB 612 (Portantino) Electrical Corporations and Other Load-Serving Entities: Allocation of Legacy Resources
NOTICE OF SUPPORT

Dear Senator Hueso,

The City of Pinole writes to express its support of SB 612, related to the allocation of legacy resources and Community Choice Aggregators (CCAs).

Specifically, SB 612 would ensure fair and equal access to the benefits of legacy resources and ensure resources held in Investor-Owned Utilities (IOU) portfolios are managed to maximize value for all customers. Currently, CCA customers in IOU territory continue to pay for legacy resource products that were procured on their behalf, even though only IOU customers have the right to access the benefits of these contracts. This change would not only ensure fair and equal access to these resources, but will save CCA's and their customers millions of dollars.

This measure also would require the California Public Utilities Commission (CPUC) to recognize the value of greenhouse gas free energy and any new products in assigning cost responsibility for above-market legacy resources. Any remaining excess legacy resource products not taken by IOU, CCA, or direct access customers, could also return to the wholesale market in an annual solicitation.

Overall, the City of Pinole believes this will help CCAs save their customers money, while continuing to provide clean, reliable energy. The City of Pinole continues to support fair competition in statewide energy markets for CCAs. SB 612 would address longstanding inequities that have unfairly increased costs to CCA's and their customers.

For these reasons, the City of Pinole supports this legislation.

Sincerely,

Norma Martínez-Rubin
Mayor
City of Pinole

cc. Honorable Senator Nancy Skinner

Honorable Assembly Member Buffy Wicks
Sam Caygill, East Bay Division, League of California Cities, scaygill@cacities.org
League of California Cities (Via email: cityletters@cacities.org)



CITY COUNCIL REPORT

7G

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID HANHAM, PLANNING MANAGER

SUBJECT: APPROVE AN AMENDMENT TO THE ON-CALL CONTRACT WITH METROPOLITAN PLANNING GROUP (M-GROUP) AND ISSUING A TASK ORDER FOR STAFF AUGMENTATION FOR AN AMOUNT NOT TO EXCEED \$92,000.00

RECOMMENDATION

It is recommended that the City Council:

1. Adopt a resolution approving an amendment to the On-Call contract with M-Group and issue a Task Order for staff augmentation in an amount not to exceed \$92,000 and authorizing the Finance Director to amend the adopted budget to allocate \$92,000 from General Fund unencumbered fund balance.

BACKGROUND

The City has been and expects to continue to experience substantial activity in the Building and Planning divisions of the Development Services Department. To be able to deliver service to the development community, businesses, and residents, it is necessary for the City to continue to augment staff in the Development Services Department. The City of Pinole has used staff augmentation in the past to manage the cyclical flow of work and provide interim staff during vacancies.

On November 13, 2018, the City Council approved Resolution No. 2018-101 approving on-call contract services for several consulting firms including M-Group for a period of four (4) years ending November 13, 2022, with the understanding that any contract amendments in excess of \$45,000 be presented to the City Council for approval.

REVIEW & ANALYSIS

The City has received two planning grants (SB2 and LEAP) to update certain planning documents and sections of the Zoning Code. Additionally, the City has a number of significant projects on the horizon. The City has received 5 development applications that total 606 multi-family units. The City will also be beginning the required update of the Housing Element in the coming months. These projects will also require the completion of environmental review pursuant to the California Environmental Quality Act (CEQA).

Augmenting the planning staff will allow the City to process the entitlements and move forward with these projects in an efficient and accelerated manner.

The City has been using the M-Group over the past three years for planning staff augmentation, and staff has been satisfied with their performance. M-Group is qualified and able to provide the City with the needed professional services.

FISCAL IMPACT

The proposed task order with M-Group is for \$92,000. Funding necessary to cover this task order will be allocated from the General Fund unencumbered fund balance and allocated within the Planning/Building Fund 212.

ATTACHMENTS

- A. Resolution
- B. M-Group Contract Amendment Task Order

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE,
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA,
APPROVING AN AMENDMENT TO THE ON CALL CONTRACT WITH
METROPOLITAN PLANNING GROUP (M-GROUP) AND ISSUING A TASK
ORDER FOR STAFF AUGMENTATION IN AN AMOUNT NOT TO EXCEED
TO \$92,000 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE
ADOPTED BUDGET TO ALLOCATE FUNDS FROM THE GENERAL FUND
UNENCUMBERED FUND BALANCE**

WHEREAS, the City has utilized M-Group for many years for current and long-range planning services; and

WHEREAS, on November 13, 2018, the City Council approved an on-call contract with M-Group for a period of four (4) years ending November 13, 2022, with the understanding that any contract amendments more than \$45,000 be presented to the City Council for approval; and

WHEREAS, the City has received a significant number of applications for large Multi-Family Residential development projects; and

WHEREAS, the City has received two planning grants to revise the City's Three Corridor Specific Plan and Housing Element: and

WHEREAS, M-Group has previously assisted the City with planning grant applications, current and long-range planning services, and is familiar with the requirements of all of grants as well as the City's plans and codes and

WHEREAS, the City needs temporary additional support to address the high volume of work; and

WHEREAS, the anticipated cost for this amendment for M-Group to provide staff augmentation is expected to be \$92,000; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Pinole does hereby take the following actions:

1. Authorize the City Manager to execute an amendment to the on-call contract with M-Group and issue a Task Order for staff augmentation in an amount not to exceed \$92,000, in a form approved by the City Attorney.
2. Authorize the Finance Manager to amend the adopted budget to allocate \$92,000 from the General Fund unencumbered fund balance to Planning/Building Fund 212 to pay for this contract amendment.
3. The City Manager is authorized and directed to take such other actions as are necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole held on the 18th day of May 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 18th day of May 2021.

Heather Iopu, CMC
City Clerk

ATTACHMENT B

AMENDMENT TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PINOLE AND METROPOLITAN PLANNING GROUP

This Amendment to the Consulting Services Agreement dated November 20th, 2018 (the "Agreement"), between the City of Pinole, a general law city and municipal corporation, ("City") and Metropolitan Planning Group (M-Group). ("Consultant") (together sometimes referred to as "Parties") is approved as of the date executed below.

Effect of Amendment. The terms and conditions of this Amendment are intended by the Parties to modify the Agreement. To the extent there is any inconsistency between the terms of this Amendment and the terms of the Agreement and/or its Appendix, the terms of this Amendment shall control.

Exhibit A and B of the Agreement are amended to include:

1. General Planning Services for Fiscal Year 2020-2021 for an amount not to exceed \$92,000.00

With the exception of the foregoing, all other terms and conditions in the Services Agreement, dated November 20th, 2018, remain in force and effect.

The Parties have executed this Amendment to the Agreement as of the date signed by the Authority.

City of Pinole

Contractor

Andrew Murray
City Manager

Heather Bradley
President & Principal

Dated: _____

Dated: _____

Approved as to Form

Eric S. Casher
City Attorney

Dated: _____



CITY COUNCIL REPORT

7H

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: TAMARA MILLER, DEVELOPMENT SERVICES DIRECTOR / CITY ENGINEER

SUBJECT: ADOPT A RESOLUTION TO ADOPT A LIST OF PROJECTS FOR FISCAL YEAR 2021/22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION

It is recommended that the City Council adopt a resolution to adopt the list of City projects to be funded in fiscal year (FY) 2021/22 by SB 1: the Road Repair and Accountability Act of 2017.

BACKGROUND

In April 2017, the Governor signed into law Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017). SB 1 provides additional gas tax funding to State and local agencies to address significant multi-modal transportation infrastructure funding shortfalls.

SB 1 will provide additional funding to the City of Pinole to be used to maintain the City's existing road system. The city is expecting to receive \$381,082 in SB 1 funding for FY 2021/22. At this time last year, Pinole was anticipating \$359,213 for FY 2020/21; now we expect to receive \$347,961 for 2020/21.

Pinole will continue to use gas taxes for routine road maintenance including crack sealing, pothole patching, sidewalks, signage, signals, streetlights, street trees, and sound walls. SB1 funds will be used for road maintenance treatments to extend the life of our pavements as intended by the Governor at the time SB1 was signed into law. Maintenance treatments include slurry seals, cape seals, and thin asphalt overlays.

SB 1 requires cities and counties to provide detailed information annually about the projects funded by SB 1. The required details include project name, project description, project location, project budget amount, project completion date, and the useful life of the project. For FY 2021/22, this information must be submitted to the California Transportation Commission by July 1, 2021.

The Pavement Management Program P-TAP 19 Budget Options Report was completed March 12, 2019. The report was prepared for the City by QES who visually inspected

every section of pavement in Pinole. Each road section received a condition score. The score is entered into a computer model that identifies where to invest limited road maintenance funds in order to achieve the best return on investment in terms of improving the overall pavement condition index (PCI). This computer model uses a “fix it first” approach to recommend which segments of the road system should be targeted for treatment based on different spending levels. Constrained spending, like we experience in Pinole, results in selecting roads that are in fairly good condition while ignoring segments that are truly falling apart.

REVIEW AND ANALYSIS

The City of Pinole, in partnership with the City of Hercules, recently finished a very large project at the Pinole Hercules Water Pollution Control Plant. During construction, Tennent Avenue pavement was impacted by the increased truck loads associated with construction. Both Cities had anticipated this impact and have set aside funds from the PH WPCP Upgrade Project to contribute to restoration of Tennent Avenue.

The most recent Pavement Management Program P-TAP 19 Budget Options Report shows that the PCI for Tennent has dropped to 39. This PCI further justifies the need for this project. Because the useful life of the recommended project is longer than the loss of pavement life associated with the PH WPCP Upgrade project, the City of Pinole will need to provide additional funding for this project. It is recommended that the City direct SB 1 funds to the following project:

Name:	Tennent Avenue Rehabilitation – RO2102
Description:	Repair isolated base failures, mill and fill, and reinstall existing striping
Location:	Tennent Avenue, San Pablo Avenue to Railroad Avenue
Budget:	\$682,805
SB1 Funds:	\$381,082
Completion Date:	July 2022
Useful Life:	12 years

FISCAL IMPACT

SB 1 funding augments the annual gas tax funding the City receives for road maintenance. Adopting this detailed project description is required to receive SB1 funds. Without this action the City would lose our SB 1 allocation of \$381,082_for FY 21/22.

The 2021/2022 Capital Improvement Plan, which will be presented to Council, will include this project.

ATTACHMENTS

A Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE, COUNTY OF
CONTRA COSTA, STATE OF CALIFORNIA, ADOPTING A LIST OF PROJECTS
FOR FISCAL YEAR 2021-22 FUNDED BY**

SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Pinole are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Pinole must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account, created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Pinole, will receive an estimated \$381,082 in Road Maintenance and Rehabilitation Account funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, SB 1 funding received by the City of Pinole will allow the City of Pinole to perform essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, in 2019, the City of Pinole presented at a public meeting the Pavement Management Program P-TAP 19 Budget Options Report; and

WHEREAS, the City of Pinole developed the SB 1 project list to ensure SB 1 funds are being used in the most cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 in FY 2020/21 will help the City of Pinole maintain and rehabilitate more sections of streets throughout the City of Pinole this year, and SB 1 funding in future years will help us tackle essential road maintenance and

rehabilitation projects, safety improvements, and increasing access and mobility options into the future; and

WHEREAS, the City of Pinole's streets and roads currently have a Pavement Condition Index (PCI) of 62 and experienced a decline of 8 points from our prior PCI of 70 assessed in 2015 and this revenue will help us address the decline in the overall serviceability of our road system, and over the next decade will assist in bringing streets and roads into good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide, and

WHEREAS, the City recently completed the PH WPCP project at the end of Tennent Avenue subjecting the pavement to increased truck loading and as part of that project set aside funds from the PH WPCP to contribute toward the restoration of Tennent Avenue.

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City of Pinole, State of California,

1. The foregoing recitals are true and correct.
2. The fiscal year 2021-22 project planned to be funded with Road Maintenance and Rehabilitation Account revenues is as follows:

Name: Tennent Avenue Rehabilitation – RO2102

Description: Repair isolated base failures, mill and fill, and reinstall striping

Location: Tennent Avenue, San Pablo Avenue to Railroad Avenue

Budget: \$682,805

SB1 Funds: \$381,082

Completion Date: July 2022

Useful Life: 12 years

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pinole, held this 18th day of May 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed, and adopted on the 18th day of May 2021.

Heather Iopu, CMC
City Clerk



CITY COUNCIL REPORT

71

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ROXANE STONE, MANAGEMENT ANALYST

SUBJECT: COVID-19 SMALL BUSINESS ASSISTANCE PROGRAM SUMMARY

RECOMMENDATION

City staff recommends that the City Council receive this report summarizing the City's COVID-19 Small Business Assistance Program.

BACKGROUND

On December 15, 2020, City Manager Murray provided a report to the City Council and public outlining the types of programs that neighboring municipalities were implementing to assist their local businesses in response to the COVID-19 pandemic. City Council asked questions and held a discussion regarding the different options the City could pursue to provide help to small business owners. Most cities in Contra Costa County had not provided any direct assistance to their small businesses, and those that did primarily worked through established local chambers of commerce or economic development corporations. A motion by Council Members Toms and Murphy passed unanimously to appropriate \$100,000 of unassigned general fund balance for grant assistance to small businesses.

REVIEW AND ANALYSIS

Staff conducted research regarding COVID-19 small business assistance programs that other cities were implementing in order to design a program appropriate for Pinole. Based on this research, staff proposed the following eligibility criteria for the COVID-19 Small Business Assistance Program:

- For-profit business
- Operates from a physical store front located in Pinole
 - Home-based businesses are not eligible
 - Independent contractors that operate from a physical store front in Pinole are eligible
- Independent business or locally owned chain

- Local outlets of chains or franchises headquartered outside of Pinole are not eligible
- A restaurant/bar; personal service (beauty salon, dance, day spa, martial arts, gym, hairstylist, massage therapist, tanning salon, etc.); or retail business
- Had a City of Pinole business license for 2020
- Was in business as of March 1, 2020
- Had 20 or fewer full time equivalent (FTE) employees as of March 1, 2020
- In full compliance with all local, State, and federal laws, including COVID-19 related health orders
- Experienced loss of revenue due to COVID

The program design included providing 100 grants of \$1,000 each to eligible small businesses. Businesses were able to use the grant funds for any legal purpose that enabled their business to continue through the pandemic. Examples of acceptable uses include business rent or mortgage, protective and safety equipment, utilities, and employee wages and benefits.

The City launched the application period on January 27, 2021 and promoted the program by sending letters to all small businesses in the Pinole and posting the program on the City website and Facebook page. Applications were originally due by February 12, 2021, but the deadline was extended to February 17, 2021 due to an interruption in the City website's availability. Interested businesses could submit applications either through an online application form or a hard copy.

During the application period, the City received several questions from businesses relating to the program. Most questions were around eligibility and documents needed to complete the application. 110 businesses applied to the program and 76 of those businesses were deemed eligible to receive funds. 34 businesses were ineligible due to not meeting the program requirements. The most common reason for being ineligible was the small business was not a qualifying business. These ineligible businesses were a variety of medical offices, realtors, accountants, and consultants which were not allowed per the program eligibility requirements. Most businesses who received assistance were personal care (i.e., hair and nail salons), restaurants, and auto repair facilities.

There were a handful of businesses who received City grants and noted on their application that they also received other government assistance (i.e., the CARES Act and Payroll Protection), however, more businesses reported applying for other assistance and still waiting for a decision at the time of application. Many businesses stated they would use the funds received for rent or payroll.

The City notified all businesses and began issuing the grants on March 10, 2021. Due to there being fewer than 100 eligible businesses, the City issued grants in the amount of \$1,315.78 to each of the 76 eligible businesses.

FISCAL IMPACT

The City Council appropriated \$100,000 of unassigned General Fund fund balance for the program, which constitutes the fiscal impact.

ATTACHMENT

Attachment A - City of Pinole COVID-19 Small Business Assistance Program Guidelines

Attachment B - City of Pinole COVID-19 Small Business Assistance Program Application



City of Pinole

COVID-19 Small Business Assistance Program

INTRODUCTION

The City of Pinole has created a COVID-19 Small Business Assistance Program through which the City will provide grants to small businesses to help offset the revenue they have lost due to the pandemic.

ELIGIBILITY CRITERIA

Businesses that meet the following criteria are eligible to apply for a grant:

- For-profit business
- Operates from a physical store front located in Pinole
 - Home-based businesses are not eligible
 - Independent contractors that operate from a physical store front in Pinole are eligible
- Independent business or locally-owned chain
 - Local outlets of chains or franchises headquartered outside of Pinole are not eligible
- A restaurant/bar; personal service (beauty salon, dance, day spa, martial arts, gym, hairstylist, massage therapist, tanning salon, etc.); or retail
- Had a City of Pinole business license for 2020
- Was in business as of March 1, 2020
- Had 20 or fewer full time equivalent (FTE) employees as of March 1, 2020
- In full compliance with all local, State, and federal laws, including COVID-19 related health orders
- Experienced loss of revenue due to COVID

GRANT AMOUNT

The City has set aside funding to provide 100 grants of \$1,000 each.

USE OF GRANT

Businesses can use the grant funds for any legal purpose that enables their business to continue through the pandemic. Examples of acceptable uses include business rent or mortgage, protective and safety equipment, utilities, and employee wages and benefits.

APPLICATION PROCESS AND AWARD OF GRANTS

Outreach

The City will conduct outreach to the community and businesses regarding the program and application process through a number of channels, including through the City website, City Hall Facebook page, Bayfront Chamber of Commerce, and direct email and paper mail to businesses with City business licenses.

Application

Businesses that meet the eligibility requirements and are interested in receiving a grant must submit a completed application form with required supporting documentation via traditional mail, email, or an online form. The City will accept applications from January 27, 2021 through February 12, 2021. The City will provide confirmation of the City's receipt of each application.

Confirming Eligibility

The City will screen each application to confirm the applicant's eligibility. Note that this will include verification with the City's Police Department and Code Enforcement Division records that the applicant is currently in compliance with City laws. The City will communicate to each applicant whether they were confirmed to be eligible or not. The City expects to review all applications for eligibility and let all applicants know whether they are eligible by February 24, 2021.

Award of Grants

The City has set aside funding to provide 100 grants of \$1,000 each. If more than 100 eligible businesses apply, 100 recipients will be selected through a lottery. If fewer than 100 eligible businesses apply, the City may provide grants of greater than \$1,000 to each business. The City expects to communicate to all eligible businesses whether they will receive a grant or not, depending on the lottery, and the amount, by March 1, 2021.

Disbursement

The City expects to disburse grants, in the form of a check, to recipients by March 5, 2021. Recipients will need to have a City of Pinole business license for 2021 to receive their disbursement.

ADDITIONAL INFORMATION

For additional information, please visit the City of Pinole COVID-19 Small Business Assistance Program webpage <http://bit.ly/COVIDassistanceprogram> or contact Roxane Stone at rstone@ci.pinole.ca.us or 510-724-9830.



Pinole COVID-19 Small Business Assistance Program

Program Application

Business Description

Business Name:

Business Owner Name:

Independent Contractor: Yes _____ No _____

Business Location Address:

Business Owner Mailing Address:

Number of employees: _____

Business Owner Phone: _____

Business Owner Email: _____

City of Pinole Business License Number: _____

Primary Business SIC Code(s): _____

Description of revenue lost by business due to COVID-19

Describe the revenue that your business has lost due to COVID-19:

- Attach documentation illustrating loss of revenue due to COVID-19.
- Attach copy of IRS Form W-9

Other Information

Does not impact eligibility for City of Pinole COVID-19 Small Business Assistance Program

Indicate any form of government assistance your business has received related to COVID-19:

- A. Economic Injury Disaster Loan (EIDL) Yes ____ No ____ Did not apply for this ____
B. Paycheck Protection Program (PPP) Yes ____ No ____ Did not apply for this ____
C. Other government assistance received: _____

Indicate primary intended use of Pinole COVID-19 Small Business Assistance Program Grant funds:

- A. Business rent or mortgage Yes ____ No ____
B. Protective and safety equipment Yes ____ No ____
C. Utilities Yes ____ No ____
D. Employee wages and benefits Yes ____ No ____
E. Other: _____

Are you expecting to fully reopen your business after stay-at-home orders end?

Yes ____ No ____ Uncertain ____

If "No" or "Uncertain," briefly explain:

Owner Attestation

I hereby certify the truth of this application, confirm that my business is in full compliance with all local, State, and federal laws, including COVID-19 related health orders, and acknowledge that any false statements in it shall, at the City's option, result in automatic invalidation of the action based thereon.

Owner Signature: _____ Date: _____

Submit the program application by February 12, 2021 to City of Pinole Attn: COVID-19 Small Business Assistance Relief Program 2131 Pear St. Pinole, CA 94564.

For additional information, please visit the City of Pinole COVID-19 Small Business Assistance Program webpage <http://bit.ly/COVIDassistanceprogram> or contact Roxane Stone at rstone@ci.pinole.ca.us or 510-724-9830.



CITY COUNCIL REPORT

7J

DATE: MAY 18, 2021

TO: MAYOR AND COUNCILMEMBERS

FROM: HECTOR DE LA ROSA, ASSISTANT CITY MANAGER

SUBJECT: DUMPSTER DAY UPDATE

RECOMMENDATION

Staff recommends that the City Council review, discuss, and support a Summer and Fall dumpster day event.

BACKGROUND

Prior to 2013, the City sponsored the Pinole Neighborhood Clean-up event in which large dumpsters were placed throughout Pinole neighborhoods for residents to dispose of unwanted items. This program was made possible through the City's franchise agreement with Richmond Sanitary Service, which obligated Richmond Sanitary to provide the City with a limited number of dumpsters, once a year, at no extra.

In 2013, the City migrated to a different model to collect unwanted materials from residents. Under the new model branded "Dumpster Day", the City designated a single location where dumpsters would be placed, and a date when residents could dispose of their unwanted items. This event has been well received by the residents.

REVIEW AND ANALYSIS

Due to the COVID-19 pandemic and the shelter in place, the 2020 dumpster day event was cancelled. Since pandemic conditions are improving, the Governor has stated that California should be fully reopening on June 15, 2021.

Staffed has reached out to Republic Services, who has offered to provide the City with twelve (12) dumpsters for our event. Additionally, due to the cancellation of the 2020 event, Republic Services has agreed to support a second event, should the City choose to have two dumpster events in 2021. As such, the City is planning on hosting two Dumpster Day event this year.

As part of the Community Services Commission's (CSC) decision making role for the Dumpster Day event, staff approached the Commission regarding the likelihood of scheduling two events in 2021. The Commission agreed to recommend and promote

two events in 2021, a Summer and a Fall event. The events would be coordinated in conjunction with Public Works and Recreation staff.

The first event will be held on Saturday, July 17, 2021 with the second event being held on Saturday, October 9, 2021. Both events will commence at 7 a.m. and end at 11 a.m. or sooner if all the dumpsters have been filled. The Dumpster Day event will be held in the parking lot next to the baseball field of Pinole Valley Park. Six dumpsters will be placed in the parking lot and rotated out when the dumpsters are full.

Residents must show proof of residency, either a driver's license or utility bill will be accepted. Residents will only be allowed to dispose of items that have been approved by Republic Services. Residents must unload their items and place them in the dumpsters. Staff and volunteers will verify residency, support with traffic control and dumpster overflow. Flyers and detailed information will be shared through all City communication channels immediately to provide the public ample time to plan for the event.

In addition to Dumpster Day, residents can also contact Republic Services at any time throughout the year and arrange for pick-up of bulky items. Bulky items include but are not limited to appliances, furniture, and mattresses.

FISCAL IMPACT

The dumpsters are included as part of the City's franchise agreement with Republic Services. The City will incur the following costs: promotional materials and City staff time prior to and during the event.



CITY COUNCIL REPORT

7K

DATE: MAY 18, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: NEIL H. GANG, POLICE CHIEF

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO FUND THE CITY OF PINOLE'S PORTION OF A NEW CAD/RMS SYSTEM AS PART OF THE TRI-CITIES DISPATCH AND CAD/RMS CONSORTIUM, IN ACCORDANCE WITH THE TRI-CITIES CAD/RMS AGREEMENT FOR COST SHARING, IN THE AMOUNT OF \$440,677

RECOMMENDATION

It is recommended the City Council approve and authorize the City Manager to enter into an agreement to fund the City of Pinole's portion of a new CAD/RMS system as part of the Tri-Cities Dispatch Services and CAD/RMS consortium; in accordance with the Tri-Cities CAD/RMS Agreement for cost sharing, in the amount of \$440,677.

BACKGROUND

In May 2017 the cities of Pinole, Hercules, and San Pablo entered into the Tri-Cities Dispatch Services and CAD/RMS Agreement (hereinafter "Agreement") to provide combined police dispatching, and computerized dispatch and records management for all three cities at a shared cost. This came about as the result of the City of Richmond terminating their CAD/RMS agreements, causing Pinole, Hercules, and San Pablo to look for a new partnership. The current Agreement is set to expire in June 2022 with an option to extend the Agreement for five years, to June 2027. The current CAD/RMS software contract expires in August 2021, with month-to-month extensions thereafter.

When the Agreement was entered into Pinole PD, Hercules PD, and San Pablo PD were using Tyler Tech for dispatch and records management, which is what was used under the aforementioned agreement with the City of Richmond. The Tyler Tech system was modified at the time to accommodate the new three agency consortium and upgraded to the extent possible and affordable at the time; however, the version was old and outdated, and is no longer capable of being upgraded to accommodate current State and Federal reporting requirements.

REVIEW AND ANALYSIS

In addition to our current system end of life status, State and Federal guidelines require specific crime reporting statistics and formats on a monthly, quarterly, and annual basis to the FBI and Department of Justice using the National Incident-Based Reporting System (NIBRS) and California Incident-Based Reporting System (CIBRS), and beginning in January 2022 the recording and reporting of Racial Identity Profiling Act (RIPA) statistics. These are just two examples of data the current Tyler Tech system is not capable of capturing or reporting. Because Tyler Tech is not able to upgrade the existing CAD/RMS system, and the contract expires in August 2021, a Request for Proposals (RFP) process was initiated to identify a new CAD/RMS vendor who could provide a system that would meet current and future needs.

A CAD/RMS Selection Committee was formed headed by the San Pablo Police Department and included relevant staff from all three agencies. The City of San Pablo was designated as the contracting entity. After issuing the RFP (attached) and evaluation of the responses including a scenario demonstration of the top three proposals, the Selection Committee identified Sun Ridge Systems, Inc. as the most responsive to the RFP requirements and the most satisfactory scenario demonstration. Sun Ridge Systems also scored the highest overall when evaluated on knowledge and experience of CAD/RMS, the comprehensiveness of their product including fully deployed NIBRS/CIBRS and RIPA reporting, approach to the implementation and training process, ongoing support, and price. Sun Ridge Systems' RIMS CAD/RMS is currently used by 168 agencies in California, which is four times more than any other CAD/RMS vendor in the state.

With respect to the other responses, three of the vendors were not able to meet the minimum requirements and deemed Not Responsive to the RFP. The other two responsive vendors, Tyler Tech and Mark 43 were competitively priced, but were lacking in several key areas where necessary components are planned or in development but not implemented. They also did not provide a competent demonstration of their systems while using a simulated scenario.

The Chiefs met with their respected City Managers and informed them the Tri-City Working Group recommended entering into contract negotiations with Sun Ridge Systems. The City Managers and Chiefs agreed, and directed the Tri-City Working Group, along with the assistance of the San Pablo City Attorney, to start contract negotiations with Sun Ridge Systems.

All three city attorneys and Sun Ridge Systems have carefully vetted the attached contract. The City of San Pablo will enter into the contract on behalf of the Tri-Cities and services will be provided in accordance with the Agreement.

The one-time investment cost of \$1,418,259 for the Sun Ridge Systems' RIMS CAD/RMS System includes all of the licensing, implementation, data conversion, training, the first three years of maintenance, support, and updates for all three cities. In addition to Computer Aided Dispatching the system also combines mapping, evidence and property management, in-field report writing, interfacing with officer's body worn cameras, and many other upgraded benefits over the current system.

There are three modules in the proposal that will only be utilized by the San Pablo Police Department totaling \$31,174 resulting in a cost of \$1,387,084 being subject to the cost distribution Agreement.

FISCAL IMPACT

In accordance with the Agreement, the City of Pinole is responsible for 31.77% of the one-time costs (\$1,387,084) associated with this upgrade, for a total of \$440,677. The funding agreement in the contract with Sun Ridge Systems (attached) calls for an initial payment of 25% due at the signing of the contract.

Pinole's portion due at contract signing, \$100,169, will need to be accounted for during the 20/21 FY budget as a budget adjustment. The balance of Pinole's portion, \$300,508, will be due and will need to be accounted for during the 21/22 FY budget.

On-going costs for CAD/RMS services will continue to be governed by the Agreement. Future changes to on-going costs will be based on the funding formula in the Agreement and will be incorporated to the budget in the coming years.

ATTACHMENTS

- A. Resolution
- B. Tri-City Request for Proposal (RFP)
- C. Sun Ridge Systems Proposal
- D. Tri-City Cost Detail
- E. Tri-City Dispatch CAD-RMS Agreement
- F. Sun Ridge Tri-Cities Contract

ATTACHMENT A

RESOLUTION NO. 2021-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO FUND THE
CITY OF PINOLE'S PORTION OF A NEW CAD/RMS SYSTEM AS PART OF THE TRI-CITIES
DISPATCH AND CAD/RMS CONSORTIUM, IN ACCORDANCE WITH THE TRI-CITIES
CAD/RMS AGREEMENT FOR COST SHARING, IN THE AMOUNT OF \$440,677 AND
AUTHORIZE A FISCAL YEAR 2020/21 BUDGET ADJUSTMENT IN THE AMOUNT OF
\$110,169**

WHEREAS, the Cities of Pinole, Hercules, and San Pablo ("Tri-City Consortium") entered into the Tri-City Dispatch Services and CAD/RMS Agreement effective May 11, 2017, to consolidate dispatch services provided by the City of Pinole and CAD/RMS provided by the City of San Pablo for the benefit of the police departments at all three Cities; and

WHEREAS, in order to provide services contemplated by the Tri-City Agreement, the Tri-City Consortium Working Group prepared a Request for Proposals (RFP) for software and services for a fully-integrated computer-aided dispatch system, records management, mobile computing and field reporting system for the Tri-City Consortium; and

WHEREAS, on August 17, 2020, the Tri-City Consortium, with the City of San Pablo designated as the contracting entity, officially sent out the Request for Proposal via Planetbids.com.; and

WHEREAS, on October 5, 2020, the San Pablo Police Department received the following vendor proposals via Planetbids.com:

Vendor ID	Vendor Name	Bid Amount
909281	Sun Ridge Systems Inc.	\$1,444,189
910494	Mark43 Inc.	\$1,392,274
910611	Tyler Technologies	\$768,758
911232	Global Public Safety	\$755,563
911272	Colossus Inc.	\$555,423
900577	CentralSquare Tech	\$353,052

WHEREAS, although Sun Ridge Systems submitted the highest cost proposal, following proposal review and system demonstrations by the Tri-Cities Working Group and IT. Staff recommend the contract be awarded to Sun Ridge Systems for the following reasons:

- Of the remaining proposals, Sun Ridge's proposal was most responsive to the operational requirements in the RFP as Mark 43 and Tyler Tech still had a number of components in development, including the mandated NIBRS/CIBRS reporting
- Sun Ridge Systems provided the best scenario demonstration;

WHEREAS, the Tri-City Working Group recommended to the Police Chiefs to move forward with contract negotiations with Sun Ridge Systems (RIMS); and

WHEREAS, based on the recommendations of Pinole Police Department staff and the Tri-City Working Group, the City Council agrees to the Agreement outlined in the staff report; and

WHEREAS, in Sun Ridge Systems' initial proposal the total cost, including software, interfaces with 3rd party vendors, current data conversation and three (3) years of maintenance and support was \$1,444,189. With requested items removed during contract negotiations there was a savings of \$159,955 but additional items were identified during contract negotiations that cost an additional \$134,025 which are identified in the staff report. There are three modules that are only utilized by the San Pablo Police Department totaling \$31,174. The total contract cost for Sun Ridge Systems to provide the Tri-City Consortium with a fully-integrated computer-aided dispatch system, records management, mobile computing and field reporting systems is \$1,418,259. The amount subject to the cost distribution agreement is \$1,387,084;

WHEREAS, under the current Tri-City MOU and Agreement Formula the City of San Pablo's portion of the payment is 49.24% (\$714,225). The City of Pinole's portion of payment is 31.77% (\$440,677) and the City of Hercules' portion of payment is 18.99% (\$263,407);

WHEREAS, In FY 20/21, the City of Pinole will pay 25% of its portion, \$110,169.

WHEREAS, In FY 21/22, the City of Pinole will pay the balance of its portion, \$330,508.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Pinole hereby:

Section 1: Authorizes the City Manager enter an agreement to fund Pinole's portion of a new CAD/RMS system as part of the Tri-Cities Dispatch Services and CAD/RMS agreement; and

Section 2: Authorizes an amendment to the FY 20/21 General Fund budget to increase the Police Department expenditures in the amount of \$110,169.

PASSED AND ADOPTED at a regular meeting of the Pinole City Council held on the 18th day of May 2021 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted on the 18th day of May, 2021.

Heather Iopu, CMC
City Clerk

Tri-City Agencies (San Pablo, Pinole, and Hercules Police Departments)
Request for Proposal for Fully-Integrated CAD, RMS, Mobile and Field Reporting

TRI-CITY CONSORTIUM

SAN PABLO, PINOLE & HERCULES REQUEST FOR PROPOSAL

Fully Integrated Computer-Aided Dispatch, Records Management, Mobile Computing, and Field Reporting System

NOTICE TO PROPOSERS

Notice is hereby given that the TRI-CITY Consortium, Cities of San Pablo, Pinole, and Hercules, is inviting sealed proposals for a Fully Integrated Computer-Aided Dispatch, Records Management, Mobile Computing, and Field Reporting System for the Cities of San Pablo, Pinole and Hercules (Contra Costa County), California. Each proposal shall be in accordance with the conditions and specifications in this RFP, copies of **the RFP** may be obtained at no charge to interested parties at the City of San Pablo web site <https://www.sanpabloca.gov/Bids.aspx> Request for Proposal (RFP) documents contain the full description of the work to be performed.

All completed proposals must include a contact name, phone number, and email address. All submittals must be enclosed in a sealed envelope/box and **clearly identified with Request for Proposal “FULLY-INTEGRATED CAD, RMS, AND MOBILE COMPUTING SYSTEM” and name of proposer and date of proposal opening** to preclude premature opening of proposal.

Sealed proposals shall be delivered to the City of San Pablo Police Department via Planetbids.com on or before **5:00 PM, Monday, October 5, 2020. NO LATE SUBMITTALS WILL BE ACCEPTED.**

The Cities of San Pablo, Pinole and Hercules reserve the right to reject any or all proposals and to waive any minor informalities, irregularities, and/or non-responsiveness that does not influence the competitive nature of the proposals. The City Councils of San Pablo, Pinole and Hercules will approve the project based on Best Value for the Consortium with the City of San Pablo awarding and entering into the contract. It is the Cities' intent to award the contract in **January 2021**.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of the Department of Industrial Relations of the State of California. These wages are set forth in the General Prevailing Wage Rates for this project. The Contractor and all subcontractors shall pay all their employees performing labor under this Contract, salaries or wages at least equal to the general prevailing wage rates for the particular crafts, classifications, or types of workers employed on this project. These wage rates appear in the latest Department of Industrial Relations publication. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations, are referenced but not printed in said publication, and are available at www.dir.ca.gov.

PUBLISHED: 08/17/2020



REQUEST FOR PROPOSAL

FOR A FULLY-INTEGRATED, COMPUTER-AIDED DISPATCH,
RECORDS MANAGEMENT, MOBILE COMPUTING SYSTEM,
AND RELATED MODULES

FOR THE CITIES OF SAN PABLO, PINOLE AND HERCULES
POLICE DEPARTMENTS

SAN PABLO, California

08/17/2020

The Cities of San Pablo, Pinole and Hercules
(Will be referred to as “Cities” in the remaining pages)

The Cities are looking to purchase a fully-integrated system for their Police Departments that includes a Computer Aided Dispatch System, Records Management, Report Writing, Mobile Field Reporting, Training Management System, Property Module, and connectivity to local, county and state agency systems, and additional modules listed. The Vendor selected will be responsible for the implementation of all selected components, project management, training, data migration, and providing a complete turnkey installation that meets the performance requirements as stated in the final contract.

The project has an aggressive time schedule. It is critical that any Vendor who responds to the Request for Proposal understand the aggressive schedule the Cities are requiring and addresses it in their response.

TENTATIVE SCHEDULE

Dates are Tentative and Subject to Change

Release RFP for Response	Monday August 17, 2020
Vendor Questions	Thursday, September 17, 2020
Closing Date for RFP	Monday, October 5, 2020
Review of RFP by Agencies	October 2020
Selection of Vendors for Demonstrations	October 2020
Demonstration Dates	November 2020
Select Vendor/Contract Negotiations	December 2020
Award of Contract by City Council	January 2021
Notice of Intent	January 2021
Estimated Pre-Implementation Date	March 2021
Estimated Go Live Date	February 2022

TERMS AND CONDITIONS

- 1. DATE DUE:** Monday, October 5, 2020, no later than 5:00 P.M. (PST)
- 2. QUESTIONS:** All questions must be submitted via Planetbids.com prior to Thursday, September 17, 2020. All questions will be reviewed and addressed accordingly with responses posted on the Planetbids.com <https://www.sanpabloca.gov/Bids.aspx>.

- 3. PROPOSAL FORMAT:** Each submittal must be accompanied by a complete copy of these specifications. All blanks in specifications must be filled in or proposal may be considered unresponsive. Vendors are asked to organize their proposal as stated in the RFP, including all of the forms and requested information contained in this RFP see Sections 7 and 8. Vendors are required to clearly identify any limitations or exceptions to the requirements defined in this RFP. Alternative approaches will be given consideration if the approach clearly offers increased benefit to the Cities.
- 4. VENDOR QUALIFICATIONS:** The Vendor has furnished Computer Aided Dispatch, Mobile Reporting, In-Field Reporting, Records Management System, Training Management System, Property System, materials, installation, and training services in California within the past five (5) years.
- 5. RESPONSIVENESS AND SELECTION PROCESS:** The decision for selection will be made on a combination of criteria, including: responsiveness to RFP; quality and completeness of proposal; total cost (including on-going operating costs); Vendor's customer satisfaction and products in similar installations; Vendor's knowledge and experience, including experience with migration of a CAD/RMS system. Vendor's ability to perform in a timely fashion; and the Cities' perception of Vendor's financial stability (Refer to Section 9 for more details on the selection process. The selection will be at the discretion of the Cities and may be made in any manner that best meets the needs of the Cities.

Any objections to the intended award of contract shall be made in writing and submitted to the City of San Pablo 24 hours in advance of the City Council meeting at which the award shall be considered.

- 6. SUBCONTRACTORS:** The Vendor recognizes that a substantial inducement to the Cities for entering into this Agreement is the reputation, experience and competence of the Vendor. Assignments of any or all rights, duties or obligations of the Vendor under this Agreement will be permitted only with the express written consent of the Cities. Vendor shall be fully responsible to the Cities for all acts or omissions of its subcontractors. Nothing in this Agreement shall create any contractual relationship between the Cities and subcontractor nor shall it create any obligation on the part of the Cities to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
- 7. PROPOSED CONTRACT:** Attachment A of this RFP is the Agreement that the Cities intend to use in awarding this RFP. Vendors should review the terms and conditions contained in the Agreement and must note in their Proposal any exceptions, additions, or modifications they would propose for consideration by the Cities. If no exceptions are noted, then Proposer will be deemed to have accepted the terms of the Agreement. Blanket substitution of the Vendor's standard contract for the Cities Agreement will not be permitted. The chosen Vendor will be required to submit two original sets of the contract once decision has been made to award. In the event the chosen Vendor fails to return the documents to the Cities in a timely manner, the Cities may negotiate with another finalist or reject all proposals.
- 8. DELIVERY:** All goods and services shall be delivered to the Cities destination. Vendor shall deliver completely by the dates agreed to in this agreement. Failure to deliver in a timely fashion is cause for the Cities to terminate this agreement.
- 9. FIRM PRICES:** All quotes shall be held firm for a minimum of ninety (90) days after the proposal due date to allow adequate time for the Cities to consider each proposal and make an award. All blanks for unit price and total price shall be completed. All prices shall include sales tax where applicable. Any discrepancy between the unit price and the extended or total price shall be resolved by taking the lower price. Upon receipt of this proposal by the Cities, the Vendor shall be presumed to be thoroughly familiar with all aspects of this work. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation with respect to this proposal.
- 10. SIGNATURES:** The undersigned understands and agrees that the conditions set forth in the instructions to Vendors, the terms and conditions, and the specification, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed as part of the purchase order/contract.

INSURANCE REQUIREMENTS

1. INSURANCE REQUIREMENTS FOR CONTRACTORS

Vendor shall procure and maintain insurance for the duration of the agreement against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Vendor's proposal.

2. SCOPE AND LIMITS OF INSURANCE

Insurance requirements shall be as identified in Attachment A.

INTRODUCTION / BACKGROUND 1

1.1 The Project

The Cities are looking to purchase a fully-integrated turnkey system for the Cities' Police Departments that includes a Computer Aided Dispatch System, Records Management System, Report Writing, Mobile Field Reporting, Training Management System, Property Module, and connectivity to local, county, and state agency systems, and additional modules listed. The Vendor selected will be responsible for the implementation of all selected components, project management, training, data migration, and providing a complete installation that meets the performance requirements as stated in the final contract.

Background Check

Vendor staff will have access to confidential and sensitive data files and shall subject to a Department of Justice and Criminal History background check. All employees of Vendor who will participate in the project will be required to provide a valid issued driver's license or equivalent photo identification before they will be permitted to begin work on the project. Failure to pass the background check shall exclude any employees of the Vendor from access to confidential and sensitive files.

1.2 TRI-CITY Consortium Background

The Cities are located approximately 25 miles east of San Francisco. The Pinole Police Department houses the communications center which provides public safety dispatching services for the San Pablo, Pinole and Hercules Police Departments. The San Pablo Police Department houses the CAD/RMS serves and related components and equipment. The combined population of the Cities of San Pablo, Pinole and Hercules is 76,065 and are within an area of fifteen (15) square miles. In order to continue to provide the highest level of public safety service to the citizens, the Cities have embarked on an initiative to replace its Computer Aided Dispatch and Records Management Systems.

The San Pablo, Pinole and Hercules Police Departments employ 121 sworn police officers and 31 professional civilian staff, including 12 dispatchers to handle citizen and officer-initiated calls, activities and incidents. Typically, three dispatchers staff the communications center, with the supervisor on-site during the day shift. The dispatchers perform police radio requests for CLETS/NCIC (California Law Enforcement Telecommunications System and National Crime Information Center).

In addition, dispatchers must monitor radio traffic, answer 9-1-1 emergency and non-emergency calls and handle all police department administrative calls after hours (act as PD telephone operators). Records personnel are trained in call-taker techniques and may enter calls for service from their desks in the records bureau.

The current **CAD/RMS** Systems (Tyler Tech) was installed in 2003. In 2012, Mobile In-Field Reported was implemented. Since the initial implementation, there have been several upgrades to the system along with the hardware environment over the years.

1.3 Current Systems Environment

The San Pablo, Pinole and Hercules Police Departments, currently utilizes the Tyler Tech Computer Aided Dispatch (CAD), and Tyler Tech Record Management System (RMS) and FileOnQ for property and evidence.. Several of these may require various levels of direct system integration with the new proposed system, others will require a complete migration of the data to the new system. Please detail your company's experience with integrating/migrating these systems as applicable:

Tyler Tech for CAD / RMS / Mobile / AVL / Ecomm / Booking
Emergency CallWorks Nex-Gen 911 Call Handling System
FileOnQ for Evidence and Property Tracking
Laserfiche Document Management System
LexisNexis for Coplogic / Accurant (formerly Bair Analytics)
Vigilant ALPR
AXON Body Cameras
KATS K9 Activity Tracking System
California Law Enforcement Telecommunications System (CLETS)
Automated Regional Information Exchange System (ARIES)
Gemalto Fingerprinting System (LiveScan)
Department of Justice – California Sex and Arson Registration (CSAR)
Evidence.com
Contra Costa Message Switch – Justice Automated Warrant System (JAWS) &
Consolidated Records Information Management System (CRIMS)

PURPOSE AND OBJECTIVES

The Cities are requesting proposals for a fully-integrated comprehensive public safety software including Computer Aided Dispatch, Records Management, Mobile Computing System, and all related modules. Information and requirements for submitting a proposal are included in this Request for Proposal (RFP).

The Cities desire to acquire this fully-integrated comprehensive software to satisfy all the computing needs of their police departments from a single Vendor. While this is not an absolute requirement, single-Vendor solutions will be given greater weight.

Additionally, the Cities would like to operate in a nearly paperless environment in which any form or piece of information can be easily printed when necessary, but in which paper filing is not the norm.

The components of the software to meet this need ideally will include all of the following modules/functionalities. Vendors who have a majority of these functionalities should respond to this RFP. Some of these functionalities are more important to the Cities' police departments and will be given greater weight during the evaluation.

2.1 CAD (Computer Aided Dispatch Software)

Citizens contact the police departments via multiple methods to report a crime. Voice call via business lines, 9-1-1, Text to 9-1-1, or TTY/TDD. Resources are allocated to assist the citizen. A record is kept of the transaction. Necessary reports are taken at the location, transmitted via an electronic system that allows all designated user's access.

- Reporting information is easily accessible in a user-friendly system.
- Employees can access information without making multiple inquiries.
- Citizens have easy access to information to answer their questions (e.g., crime stats, daily bulletin).
- Interface should be intuitive to anyone using it.
- Forms are available on-line electronically. Manual forms should be minimized.
- Citizens can fill out specific forms on-line.
- Technology is secure, efficient, works, and is easily supported.

2.2 Reporting system is simple and easy to use for all staff. Reporting information is easily accessible in a user-friendly system.

- Intuitive to all staff that use it.
- Features should be easy to access/use by all staff levels.
- Staff productivity is increased.
- Requires minimal amount of training and skills maintained by all users not just 'power users.'
- End users are able to utilize the system and investigate its features to its fullest capabilities.
- Officers are able to quickly complete on-line reports.
- Minimal steps are necessary to enter a call for service.
- On-line forms allow officer / staff to complete / print / save electronically.
- Manual forms are minimized.
- Staff can search and create ad-hoc reports in a user-friendly system. Search facilities should be easy to use for all levels of users.
- Information is accessed quickly

2.3 Reporting information is entered once and takes a reasonable amount of time to enter.

- Entering information should only take minutes.
- Information is entered once – and replicated to the necessary fields, forms or reports. Information is shareable electronically without entering repeatedly (auto- populate data fields).
- Decrease amount of time spent writing reports.

2.4 Reporting Information is accurate.

- Penal codes and UCR codes are reconciled automatically.
- All users are trained to effectively use the technology. Data entered can easily be updated.
- The technology is easy to enter information into.
- Warnings / flags in the system are clear and assist the users.
- Report of Record should be retrievable via the system after electronic approval.
- Trust and confidence that what is in the system is accurate.

2.5 Staff can easily find/process any type of reports.

- All the information related to a case is available in a single location.
- Officer can electronically route to supervisor for review. Supervisors can electronically transfer back to officers for corrections.
- Supervisors are able to easily approve and route reports electronically.
- Appropriate staff receives electronic copies rather than paper copies of reports.
- Specific report formats options are available based on type of incident (Crime, Informational, Traffic, etc.).
- An official documentation (report of record) is available on-line for staff.
- Systems are in place to ensure that the process continues to be efficient and run at an optimal level.
- User-friendly tool for crime analysis
- Supervisors can approve reports in one-click.
- Supervisors can track officers' time spent on different activities.

2.6 Integration between System components is seamless to the user.

- All the information / elements / paperwork for a case are accessible via one location / interface.
- Staff is able to query information in the different repositories (CAD, RMS, Field Reporting, Modules such as traffic report, evidence, etc.) in one query.
- Records staff has access to reports immediately.

2.7 The technology used is secure, efficient, can be easily supported and works. The technology requires minimal intervention. The technology enables (not hinders) the officer.

- Vendor is proactive to customer needs and adapts easily to changes in technology.
- Access to reliable and up-to-date technology.
- Support of the technology is easily assimilated in the staff's workload

SYSTEM REQUIREMENTS

This section delineates in detail the specific functions required of the system requested. It does not describe how a proposed system is to implement these functions as each Vendor's system will be unique in that respect.

Vendors shall also list all exceptions to the functions specified in this section. Failure to do so may be cause for disqualification or the Cities may direct the Vendor, if selected, to implement the missing features at no cost to the Cities.

All PROPOSERS must place the appropriate letter as indicated below in the RESPONSE column of the tables 3.1 thru 3.10.

I = Included. Requirement is met by Vendor's base product.

M = Modification required. Base product has this feature or function, but some modification will be required to meet the specific requirement. Explain any modifications required in Section 7.2 of your proposal and note the reference number in the Reference column in the table. Cost, if any, must be itemized in the Pricing Section.

C = Custom enhancement. The Vendor's base product does not contain this function or feature but it will be added to meet the requirement. Cost, if any, must be itemized in the Pricing Section.

N = Not provided nor proposed.

If any requirement is **NOT** included in your proposal, use one of the following criteria to respond:

1. If a requirement is not available within the proposed application, identify each item.
2. If the requirement is available in an application but not the application proposed, state that and identify that application. (If this alternative application is not in proposal identify application and include the cost in Section 7.3).

3. If the requirement is currently not available but will be in your next planned release, please state that and the date the next release will be available.
4. If the requirement exists in another application included in the proposal, state where and what the application is that contains it.

Use the Reference column for any other comments or explanation for requirements. The comments and explanations should be included as an attachment identified as an "Exceptions List".

3.1 General System Requirements

REQUIREMENT	RESPONSE	REFERENCE
The system proposed is Microsoft Window based.		
The system runs on a Windows 2010 through 2016 Server/Windows 8 Professional or later platform.		
CAD and Records Management are one integrated system, not two systems interfaced to each other.		
System offers a browser based interface for public information that is easily managed.		
All proposed application software is from one Vendor. Separately identify the software of other Vendors if present.		
Required Migration of all existing CAD and RMS data.		

3.1.1 User Features

REQUIREMENT	RESPONSE	REFERENCE
The system recognizes and provides for simultaneous handling of multiple transactions. Configurable to Agency needs.		
The system utilizes function keys for frequently used CAD transactions, e.g. Incident Initiation. Configurable to Agency needs.		

3.1.1 User Features – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system automatically checks reference data files during data processing. Configurable to Agency needs.		
The system utilizes well organized, easy to read screen formats. Day / Night mode available. Configurable to Agency needs.		
On line help is available via keystroke or menu item.		
The system automatically validates entered data with automatic presentation of valid values when an invalid value is entered. Configurable to Agency needs.		

3.1.2 Commands, Menus, Function Keys, and the Mouse

REQUIREMENT	RESPONSE	REFERENCE
The system utilizes not less than four (4) methods of initiating actions: command entry, menu selection, function key, and mouse selection to accommodate user preferences. Configurable to Agency needs.		
The command entries consist of a command identifier and data parameters in conjunction with a function key (if necessary). Configurable to Agency needs.		
Command entries are available for all commonly used dispatch functions where the number of data items to be entered makes this method of entry desirable (as opposed to displaying and filling in a form). Configurable to Agency needs.		
Menu selections extend to multiple sub-menus, where appropriate.		

3.1.2 Commands, Menus, Function Keys, and the Mouse – Continuation

REQUIREMENT	RESPONSE	REFERENCE
Menu selection is available for all functions that are performed by occasional, casual users of the system. Based on security preferences.		
Function keys are used to implement commonly used dispatch functions. And/or Command Line.		
Function keys are used for single key retrieval of blank incident forms and/or Command Line.		
Most functions can be initiated using the mouse.		
Keyboard commands are available to duplicate mouse functions for CAD.		

3.1.3 Multiple Screen Functionality

REQUIREMENT	RESPONSE	REFERENCE
The system supports execution and maintenance of simultaneous events for different agencies.		
Multiple simultaneously open application windows are supported. For example, a user can have an incident, person, and vehicle records all displayed simultaneously. ORI Based		

3.1.4 Interfaces

REQUIREMENT	RESPONSE	REFERENCE
Contra Costa County Message Switch (via AWS Interface to make CLETS queries from within CAD & RMS). Refer to Section 3.8.		
LaserFiche Imaging (transfers photos and associated Identifying information into RMS).		
Cogent AFIS (transfers AFIS ID number into RMS MNI record and sends LiveScan mandated fields back to AFIS; bi-directional).		
Contra Costa County ARIES interface or equivalent such as LINX or C.R.I.M.S. The ability to export persons, locations, vehicles, case, FI, and citation data to a data warehouse.		
Contra Costa County ARIES interface to support the ability to collect information from the RMS and populate it into the JMS pre-booking module.		
The system supports the ability to import data from field-data collectors such as handheld computers, smart phones, etc.		
System provides an interface capable of selectively sharing CAD and RMS data with other agencies either using the same product or a competitive product.		
System has the ability to produce an electronic file for submission to the California DOJ E-CARS system.		
System provides / supports an interface with CopLogic software.		
System provides / supports an interface with Auto Cite software.		
System provides / supports an interface with SmartJustice.		

3.1.5 Security Considerations

REQUIREMENT	RESPONSE	REFERENCE
All system users are required to sign onto the system before being given access to any system function. ORI BASED		
The sign on form includes fields for user ID and password. FBI CJIS		
The password is not displayed when entered. ORI BASED		
After the password is verified, the system automatically attaches the user to a security group that determines what system functions he or she may access ORI BASED		
Security granularity extends to individual control of access to view, modify, add and delete functions for each application screen. ORI BASED		
The passwords and security group assignments are changeable by authorized personnel only at the highest security level. ORI BASED –Two Factor Verification		
The security groups are configurable. Data Dictionary in layman terms – ORI BASED		
The System Manager is able to create and modify security groups, defining system access down to the function level. Data Dictionary in layman terms.		
The System allows the tracking and audit of user logins.		
The system allows the tracking of users that access, view, print, search, edit, delete, or modify a record or report.		
Each terminal shall have a security group setting.		

3.1.6 Single Point Data Entry

REQUIREMENT	RESPONSE	REFERENCE
Data entered into the system either directly or indirectly is propagated to all relevant databases.		
Data entered into the system either directly or indirectly is available to all relevant system functions. And/or removed either directly or indirectly		
Once entered, there is no requirement for re-entry of data to satisfy the needs of a different sub-system.		
All modules of the system are completely integrated.		

3.1.7 Call Taker / Dispatcher Functionality

REQUIREMENT	RESPONSE	REFERENCE
The system supports a call taker taking the call, filling in the incident form, and automatically be sent appropriate dispatcher. No routing – ORI BASED		
The system shall route the incident to the appropriate dispatch position. Fire is not dispatched in our system. Policy driven /ORI based.		
The dispatcher receives an audible and/or visual indication that a new incident has arrived for dispatch.		
The system shall be flexible enough to allow any position to be used for any system function, dispatching, call taking, and records. (Security Based)		
Changing a workstation's function shall not require reconfiguration of the system. (Security Based)		

3.1.7 Call Taker / Dispatcher Functionality – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system should allow for the clearance of “RT or RTF” (Report Taken/Report to Follow) to be attached to the Officer/Unit requesting the clearance and not the Primary Unit (First Unit Dispatched/On Scene)		

3.2 CAD System Functions

Key to the Computer Aided Dispatch portion of the system is incident handling. Since this is a particularly critical function, it is important that its implementation be as complete and easy to use as possible.

3.2.1 Incident Entry

REQUIREMENT	RESPONSE	REFERENCE
Two incident formats shall be provided for the entry of incident information, one for calls for service from the public, and the other suitable for officer initiated activity.		
The call for service screen shall allow entry of the following information: • Incident location to include full address, apartment number, suite number, and city with GIS address validation. • Incident type • Response priority • Caller name, address, telephone number, location of caller • Incident details • Vehicle information (license plate, make, model, year, color) • Contact PH # field should have the ability to list two contact numbers • Configurable to needs of the agencies		

3.2.1 Incident Entry - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The incident location and city information shall be validated against a geographical database immediately after entry.		
The incident type shall be validated when entered.		
Validation shall take one second or less.		
The response priority shall be a function of the incident type but enterable by the call taker as well – Configurable to agency needs.		
The incident details shall allow at least 150 characters of text to be entered at one time.		
Vehicle information shall be recorded as data items, not just text – Include CLETS Data.		
The officer form shall be designed to facilitate entry of traffic stops.		
The officer form shall allow the easy entry of unit, location, plate, make, model, colors.		
The officer form shall support other officer initiated incidents and shall not be limited to traffic stops.		
Upon entry of a vehicle license plate, the CAD System shall immediately search its database and retrieve make, model, year, color and CLETS information directly into the form.		
Upon entry of a vehicle license plate, the CAD System shall immediately display a history of recent contacts with the vehicle.		

3.2.1 Incident Entry - Continuation

REQUIREMENT	RESPONSE	REFERENCE
Upon entry of a vehicle license plate, the CAD System shall look up the person associated with the vehicle and display pertinent information about the person including but not limited to recent contact history, officer safety notations, and arrest, warrants, CLETS data, and suspect information.		
The system should allow for the clearance of "RT or RTF" (Report Taken/Report to Follow) to be attached to the Officer/Unit requesting the clearance and not the Primary Unit (First Unit Dispatched/On Scene)		
After initial entry of information, the system shall verify the incident location against a geographical database (ESRI ArcGIS GEO file).		
The geographical database shall be capable of verifying locations entered as street addresses, street names, hundred blocks, place names, and intersections without relying on exact matching of entered location.		
The geographical database shall be capable of attaching documents to a verified location.		
Partial street place names and Soundex-type matching shall be supported.		
Multiple matches of the entered location shall result in a matches list from which the user can select the correct location.		
The GEO file shall return the nearest cross street and the standard spelling of the location to facilitate historical retrieval.		

3.2.1 Incident Entry - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system shall automatically search its database for previous incident history and shall retrieve and display summaries of the ten (10) most recent incidents at the location.		
The system shall automatically search its databases for reporting party information and shall retrieve and display summaries of the ten (10) most recent contacts with the reporting party.		
The system shall automatically search its databases for premise information unique to the location and shall, when available, display a button or icon the user can select to display the information. This record may contain hazardous material information, the names of emergency contacts (for businesses) or special handling information for residents who may be handicapped or elderly.		
There shall be a visual feature to easily mark a comment as urgent or important.		
There shall be a visual to let the call taker know that the caller's phone number has been linked to other incidents and should take a mouse click or similar to retrieve the information.		
The system shall search its databases for vehicle history and shall retrieve and display (for traffic stops) summaries of the most recent five contacts with a vehicle whenever one is entered as part of an incident.		

3.2.1 Incident Entry - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system shall automatically search its databases for street information and shall retrieve any available information about the street location from the geographical databases.		
The most important available information shall be automatically displayed for dispatchers with indicators to alert the dispatcher to the availability of other pieces of information.		
The dispatcher shall be able to display the retrieved information via a short key sequence, a function key, or mouse.		
The system shall interface with an E9-1-1 controller to automatically receive caller location and telephone number information when an E9-1-1 call is received. Outline capabilities for Text to 9-1-1.		
Receipt of the E9-1-1 information shall cause the CAD system to automatically present the information in an incident entry form at the answering call taker position.		
The system shall automatically check for and display a list of previous incidents at the E9-1-1 supplied location.		
E9-1-1 Phase II caller location is supported with the caller's location or probability circle automatically drawn on the CAD map for the call taker.		

3.2.1 Incident Entry – Continuation

REQUIREMENT	RESPONSE	REFERENCE
When the user commits the transaction, the system shall assign a system generated incident number to the incident and record the date, time and dispatcher handling the call. The number shall be unique number not used anywhere else in the system.		

3.2.2 Incident Handling

REQUIREMENT	RESPONSE	REFERENCE
The dispatcher shall be able to update the existing incident information once the incident has been created.		
The dispatcher shall be able to add an unlimited number of additional comments once the incident has been created via command line or mouse.		
Each additional comment added to an incident record shall be time and date stamped.		
The dispatcher shall be able to assign an unlimited number of additional units to an incident.		
The dispatcher shall be able to record all status changes from assigned units once the incident has been created.		
The dispatcher shall be able to clear units and close the incident once the incident has been created.		
The incident history shall always be shown as part of the incident detail display.		

3.2.2 Incident Handling – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The incident display must include all times for the incident: call received, entered, dispatched, enroute, unit clearing, onscene, closed.		
The incident display must include all times for each unit assigned to the incident: dispatched, enroute, onscene, clear, dispatched-to-onscene, onscene-to-clear, dispatched- to-clear.		
Multiple incidents can be simultaneously displayed and updated.		
There must be a way to enter and schedule incidents to appear at a later date and time, either once or periodically. Such incidents should automatically appear in the incident queue at the specified time. It should also be possible to pre-assign a specific unit to the incident when it is scheduled.		
The system shall include the ability to attach photos to an incident.		

3.2.3 Unit Recommendation and Dispatch

REQUIREMENT	RESPONSE	REFERENCE
The system shall be able to recommend units to respond to police incident.		
Response algorithms shall be based on incident location, incident type, unit availability, and GPS location.		
For police responses, the recommendation shall show the beat unit, if available or an unavailable unit from an adjoining beat if the beat unit is not available.		

3.2.3 Unit Recommendation and Dispatch – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The dispatcher shall be able to accept the recommended dispatch with a single key or edit the recommendation as needed.		
For officer initiated incidents, the unit will be the unit calling; the unit will be entered on the initial incident form and will automatically be on scene, unless another option is chosen.		
There shall be a customizable screen for dispatchers and call takers.		
The system must support multiple command lines.		
Dispatchers must be able to free and hold a unit in one simple command.		
The system must support NCIC queries via the command line.		
The system shall allow multiple case numbers per incident in one command.		
The system shall be able to create a case number from an incident without reopening the incident		
There shall be a log of unit's prior incidents. ORI Based		
There shall be a log of unit's prior status changes. ORI Based		
The system must compile and print a Shift Bulletin. Configurable to agency needs. ORI Based with Configurable Security Rights.		
The system must compile and print a Media Bulletin. ORI Based with Configurable Security Rights.		
The system shall have an ad hoc searching ability to search incidents by time of day, day of week, unit, officer, location, type, etc. ORI Based with Configurable Security Rights.		

3.2.3 Unit Recommendation and Dispatch – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system shall be able to print a full sanitized version of an incident suitable for the public. ORI Based with Configurable Security Rights.		
The system will have many built in reports that only require a date range; time response charts; time spent at locations; officers and dispatcher activity, false alarm reports, etc. ORI Based with Configurable Security Rights.		

3.2.4 Unit Handling Functions

REQUIREMENT	RESPONSE	REFERENCE
The system must have the “Free a Unit” command to return a unit to a clear status but not close the incident the unit has been assigned to.		
The system must have the command “Reassign a Unit” to reassign a unit from one incident to another, returning the first incident to the pending status rather than closing it if there are no other units assigned to the first incident.		
The system must have the command “Exchange Units” to dispatch a unit to an incident while simultaneously clearing a unit it is replacing.		
The system shall have an easily entered “pursuit mode” to facilitate entry of continuous narration of vehicle and foot pursuits. In pursuit mode, each time the dispatcher presses ENTER the current entry shall be recorded with a time stamp and a new entry line presented.		

3.2.4 Unit Handling Functions – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The dispatcher must be able to hold one or more pending incidents for a particular unit with an indication in the incident status display.		
The system must have the ability to have a Unit location different from the Incident location.		
The system must have the ability to attach the issued case number to the responsible unit (Beat Unit) not the primary or first unit on the scene.		

3.2.5 Rotation Towing

REQUIREMENT	RESPONSE	REFERENCE
The system shall be capable of recommending a vehicle tow company upon request.		
The tow company recommended shall be the next company on the rotating list.		
The frequency of rotation shall be configurable, i.e., each call, daily, weekly, etc.		
The system shall be capable of allowing the manual selection of “next up” on the tow list.		
The selected tow company shall be recorded in the incident record.		
The system shall handle tow requests for big rigs, RVs, hazmat and driver’s choice.		
The system must allow a dispatcher to manually select a rotational tow.		

3.3 Police Records Management Functions

3.3.1 Master Name File

REQUIREMENT	RESPONSE	REFERENCE
The Master Name file maintains the database of persons encountered by the agency.		
Master Name information is entered as part of other data entry, i.e., incident, officer reports, citations, but can also be entered directly into the database.		
The system matches new information to the Master Name file with existing persons in the database when appropriate.		
The Master Name file has two parts for each person: personal information (name, address, height, weight, etc.) and the history of contacts with the person.		
When a Master Name record is displayed, both parts of the record are displayed.		
The personal information may be a subset of the total if all the information cannot be accommodated on the screen, but the rest shall be retrievable via a single key stroke or mouse click.		
The history display shall always initially display the most recent encounters with the person.		
The Master Name function shall include the ability to page through the Master Name file.		
The Master Name function shall include the ability to page through the Master Name history for a given person.		
The Master Name function shall include the ability to add, update, or delete a Master Name record based on security rights.		

3.3.1 Master Name File - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The Master Name function shall include the ability to add, update, or delete a history entry based on security rights.		
The Master Name function shall include the ability to print a Master Name record with or without criminal history log information.		
The process used to look up a person in the Master Name file must be flexible enough to aid in locating the person when only a partial name or misspelled name is available, to include use of wild card searches.		
The logic of the Master Name look-up shall include: • Searching on the name as entered • Matching on any aliases used by the person • Searching on last name only • Searching for sound-alikes of the entered name • Match beginning of last name only • Allow the use of wildcards • Match on first name or any other field in the master name		
When multiple matches are found the user shall be given the opportunity to page back and forth through the list of matching names, looking at individual records as desired.		

3.3.1 Master Name File – Continued

REQUIREMENT	RESPONSE	REFERENCE
The system shall collect Scars, Marks, Tattoos that correspond the NCIC standards.		
The system shall support electronic file attachment.		
The system shall collect photographs or mugshots.		
The system must be able to create a photo line-up		
The system shall have the ability download all CLETS and NCIC forms into the system to include the data elements from CLEWS		

3.3.2 Police Reports

REQUIREMENT	RESPONSE	REFERENCE
The system shall support direct entry of police reports from information collected in the field by officers.		
The system shall provide a method for capturing DUI interviews and field sobriety test results, detailed information about incidents of Domestic Violence, comprehensive Traffic report module.		
The system shall maintain a reports log.		
The reports log shall be easily viewed and browsed.		
The reports log shall contain the police report number, date, offense, officer, and status, at a minimum.		
A command shall be provided to permit easy generation of a police report number.		
Pertinent incident information shall be automatically transferred to the police report record from a CAD incident record when it is created.		
Police reports shall include a cover sheet - who, what, where, when.		

3.3.2 Police Reports – Continuation

REQUIREMENT	RESPONSE	REFERENCE
Police reports shall contain information about an unlimited number of persons' involved - personal information, connection to incident, and information specific to their connection (for victims, suspects, etc.).		
Information from police reports shall be automatically propagated to the Master Name File.		
The police reports shall contain vehicles involved information. Detailed vehicle information shall be recorded and propagated to the associated vehicle file.		
The police reports shall contain method of entry and other specific information required for the UCR/NIBRS/CIBRS reports.		
The police reports shall contain narrative and unlimited subsequent supplements.		
Integral spell checking for narratives and supplements shall be provided.		
The system shall allow the user to "cut and paste" text from a word processing program to a narrative/supplement.		
The police reports shall contain officer/reviewer signoff and report routing.		
The report screen shall include the ability to add an unlimited number of photos and other images to the report.		
The report screen shall include access to a log of all state queries associated with the report & the associated returns.		

3.3.2 Police Reports – Continuation

REQUIREMENT	RESPONSE	REFERENCE
It shall be possible to associate an unlimited number of other files with the report (PDF, spreadsheets, etc.)		
A notes section (besides that associated with the case investigation) shall be included.		
Explicit tracking of assaults on officers must be included for each case.		
An approval log must be available to list all reports not yet approved by a supervisor.		
A method must be provided for supervisors to approve cases that includes; electronic routing of reports from supervisor to officer and back, from supervisor to records, from records to officer and back.		
The approval process must allow supervisors and records clerks to attach lists of problems with reports to the report for the officer to correct.		
The system shall allow Supervisors, based on security rights and ORI to make minor edits to the reports.		
The officer must be able to individually check off problems as corrected and the supervisor must be able to individually check-off corrected items as verified.		
Once approved, a case must be "locked," i.e., not subject to change (except for supplementary narratives) except by personnel with sufficient security level.		
The system must collect and tally solvability factors.		

3.3.2 Police Reports – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system must support an agency creating their own fillable forms that auto-attach to the case.		
The system must support routing internally and externally for the case.		
The system must have a subsystem to support prosecuting attorney access.		
The case report must allow attachments for any supported Windows file, photographs, video, etc.		
The case must be able to be marked confidential, confidential to a specific division, confidential to a specific agency if multi-agency.		
The case report must have a visual notification if the case isn't to be released.		
The case report must be able to be redacted and saved electronically, as well as, watermarked within the case itself.		
Police Reports can be sealed – locking access to authorized personnel through RMS.		
The system allows the sealing of one subject / suspect on a report that has multiple subjects / suspects listed.		
Police Reports can be expunged through RMS.		
A Court Discovery Packet can be printed from RMS with a watermark.		
The system allows a 2 step verification process.		

3.3.3 Case Investigation Management

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide a case investigation log by detective, officer, or all cases under investigation with features similar to the officer log report.		
The system shall provide a case investigation status detail display.		
The system shall provide appropriate status and progress reports.		
The system shall have a feature for assigning follow ups to both investigators and officers that will track the follow up due dates and work complete.		
Information kept for each case in the investigation file shall include detective, date assigned; follow up date, victims, suspects, investigation, court dispositions and date closed.		
There shall be a mechanism in place to allow the property officer to send inquiries to investigators and officers to request information regarding a piece of property.		

3.3.4 Citations

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide means to track traffic, parking, and written courtesy citations and associate persons and vehicles with them.		
An on screen citation log must be available that shows all recent citations with an option to just show those for a particular officer.		
The system shall include the ability to attach photos to citations.		

3.3.5 Vehicles

REQUIREMENT	RESPONSE	REFERENCE
The system shall maintain a CLETS data driven database of vehicles.		
The vehicles database shall be built by entries generated by incidents, police reports, and citations, but can also be entered directly into vehicle database.		
Vehicle lookup shall be possible by entering a vehicle license plate, make and model, descriptors or any combination above. Wildcards must be supported.		
The system must allow examination and selection from a list of matches.		
A vehicle display shall include information about the vehicle (make, model, color, etc.) plus a history of contacts with the vehicle to include associated persons.		
The most recent history entries must be displayed.		
The system shall include the ability to attach photos to a vehicle record.		
Vehicle functions shall include updating and deleting vehicle information. Deleting based on ORI & Security Rights		
Vehicle functions shall include adding and deleting history entries. Deleting based on ORI & Security Rights		
The vehicle record shall support officer safety warnings.		
The vehicle record shall support attachments of photographs.		

3.3.6 Property & Evidence

REQUIREMENT	RESPONSE	REFERENCE
The system shall include a property subsystem that will enable the department to keep track of all property associated with cases and incidents. All Tri-City Agencies use File on Q.		
The property subsystem shall enable the department to keep track of property that is in its property room and on the digital evidence server.		
The system shall include a property log that shall record each property transaction, including property checked in and out of the property room.		
The system shall allow the user to access property records via a serial number, brand, model, or item name and description.		
The system shall support bar coding.		
Multiple matches of property shall generate a selection list.		
The property system shall include the capabilities to add, delete, and modify property based on ORI and Security Rights		
The system shall support ad hoc searching and reporting.		
The property system shall allow the user to page through the property records.		
The system shall support custom bar code labels Configurable & based on ORI		

3.3.6 Property & Evidence - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The property subsystem shall enable the department to audit property that is in its property room and on the digital evidence server on a daily, weekly, monthly and annual basis. The system shall enable periodic checks of the property room and associated areas.		
The property system shall allow the user to page through the property records.		
The ability to track chain of custody and print a report from the property system.		
Property system provides the ability to generate a report that identifies when property can be purged by property type.		
Property system provides the ability to export data to a spreadsheet using the following; property type, date, or disposition.		

3.3.7 Vehicle Maintenance

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide a vehicle maintenance subsystem to assist in tracking the maintenance and other history of the vehicle fleet.		
The vehicle maintenance subsystem shall keep track of "service due" dates.		
The vehicle maintenance subsystem shall keep track of vehicle physical status.		
When recorded during the "officer on duty" sequence, the system shall provide the ability to enter officer identification and vehicle mileage into the vehicle history.		

3.3.7 Vehicle Maintenance – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system shall allow the downloading of agency created documents via a “Doc-Tab”		

3.3.8 Field Interviews

REQUIREMENT	RESPONSE	REFERENCE
The system shall include the facility to enter field contact information into the database as a “Field Interview” with the person information automatically recorded in the Master Name file.		
The system shall include the ability to attach photos to Field Interview.		

3.3.9 Training Management System

REQUIREMENT	RESPONSE	REFERENCE
The system interfaces with P.O.S.T.		
The system tracks and records P.O.S.T. and non P.O.S.T. courses for police officers, dispatchers, and professional staff.		
The system has a P.O.S.T. audit/compliance function.		
K9 Training Management		

3.3.10 Other Records Management Files

REQUIREMENT	RESPONSE	REFERENCE
Proposed software includes databases for the following:		
• Sex Offenders		
• Narcotics Offenders		
• Known Offenders		
• Arsonists		
• Parolees		
• Probationers		
• Gangs/Gang Members		
• Civil		
• Subpoenas for Agency Personnel		

3.3.10 Other Records Management Files - Continuation

REQUIREMENT	RESPONSE	REFERENCE
• Protection Orders		
• Be on the lookout (BOLO) – Persons & Vehicles		
• Missing Persons		
• Document Release Log		
• Stolen Vehicle Log		
• Arrest Log		
• Accident Log		
• Warrants		
• Search Warrants		
• Pawn		
• Concealed Firearm Application/Permits		
• Firearm Purchase Denials		
• False Alarm Module and False Alarm Log		

3.4. Other Required Functions

3.4.1 Instant Access to Detailed Records

REQUIREMENT	RESPONSE	REFERENCE
The system shall support display of detail records (related to the current display). For example, when a master name record is displayed, the person's history will include references to incidents, officer reports, FIs, citations, etc. The user shall be able to quickly and easily (mouse selection preferred) display the detail record for any of these associated records without leaving the current display.		
The display of the detail records shall be shown as an overlay to the current display.		
No updating of the information in the overlay shall be permitted.		
Items on the overlay shall also be available for display in a subsequent overlay.		

3.4.2 Ready Reference

REQUIREMENT	RESPONSE	REFERENCE
The ready reference file shall provide an electronic means to store various pieces of reference information including telephone lists, training bulletins, house watch list, and department procedures and directives.		
The ready reference file shall provide an easy means to enter, organize, and retrieve this reference information.		
The system shall support document, photograph, video, etc. attachments to the ready reference file.		
Retrieval of ready reference information shall be allowed from a ready reference index display or directly via a brief identifier associated with each entry.		
Entries in the ready reference file shall consist of text information.		
There shall be no limit on the length of each entry.		

3.4.3 Search Capabilities

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide database search capabilities that will allow the user to freely specify search criteria and search any database in the system.		
A list of matching entries shall be created that shall be able to be reviewed on screen or printed.		
The raw data results should be displayed and easily sorted.		
The searches should be able to be saved for use at a later date, including all of the previous sorting.		

3.4.3 Search Capabilities – Search Capabilities

The system shall allow the use of; beginning with, exactly matching, contains, and, or, not, greater than, less than and more when creating a custom search.		
The search results must be available in graphical form.		
The search capability shall not rely on any knowledge of databases or database structures. Describe how this is accomplished in a separate attachment to your proposal.		

3.4.4 Database Maintenance Functions

A means shall be provided to update, add to, and otherwise maintain most system databases, even those that are not maintained in the normal course of everyday operation of the system.		
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3.4.5 Help Screens

On line help shall be available to aid the user in the operation of the system.		
Displaying a help screen should only require pressing a dedicated help function key or by some equally short, direct method.		
The help system shall conform to all Windows standards for on line help documents.		

3.4.6 Reports

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide the following reports:		
• Uniform Crime Reports (UCR) DOJ eCARS		
• NIBRS Compliance		
• CIBRS Compliance		
• Racial and Identity Profiling Act of 2015 (RIPA – AB953) Stop Data Collection Form		
• CHP 555 Reports		
• Use of Force Reporting and Stat Tracking		
• Single Incident Report		
• Shift Bulletin		
• 24 Hour Incident Summary		
• Incident Summary by arbitrary date period		
• Incident Summaries by time of day and day of week by department		
• Incident Response Times by time of day and day of week and Incident Priority. Customized Forms by ORI		
• Officer Activity Reports		
• Frequently Responded to Locations		
• Officer Time Spent at a Location		
• Monthly Patrol Statistics		
• Unverified Locations		
• Crime Summary by Offense		
• Collision Reports – CHP 555 and related		
• Case Investigation Summary		
• Case Investigation Activity by Officer		
• Officer Log		
• False Alarms		
• Citations by Violation, by Officer, Location, Date, etc.		

• Vehicle Log by Officer		
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3.4.6 Reports – Continuation

REQUIREMENT	RESPONSE	REFERENCE
• Vehicle Usage Log		
• Vehicle Mileage Summary		
• Communications Center Call Handling Times		
• K9 Deployments Reports		
• Customizable Reports (Others not listed)		
Reports must be viewable on screen before they are printed.		

3.4.6 System Configuration

The supplied system shall be customizable, without additional programming, as much as possible to the method of operation of the Agency. Examples of things that shall be customizable are unit status codes and incident dispositions, but should include all data items where the user picks from a list of acceptable values. (Configured to Agency Needs).		
Such customization shall be accomplished without reprogramming. Describe to what extent and how this is accomplished with the proposed system in Section 8 of your proposal.		
The system shall support the ability to capture digital signatures for various forms (e.g., property release).		

3.5 Mobile Computer Software/Officer Field Reporting Requirements

REQUIREMENT	RESPONSE	REFERENCE
Secure digital communications between vehicles and between vehicle and dispatcher for message exchange.		
Communications must meet DOJ's (applicable state and federal) data encryption requirements.		
Provide built in Advanced Authentication.		
Consideration for support of touch screen computers (i.e., oversized buttons for frequently used transactions).		
Automatic transmission of relevant incident information to a unit when it is dispatched.		
Access to state and national vehicle and person information databases.		
Ability to 'run' a person or vehicle through state and national databases.		
Ability to select an 'officer down' or urgent message to all mobile units and dispatch by a single press of a button.		
One-button digital unit status reporting/updating.		
The system shall allow the officer to create officer initiated incidents given permission by the agency and set to specific incident types.		
Officers shall be allowed to add people, vehicles, and comments to the incident that will be saved in the master databases.		
Mobile access to CAD and Records information including:		
• Incident information		
• Current active incident summary		
• Current unit status summary		
• Obtaining officer report numbers		
• Officer report log review		
• Local vehicle information		
• Local person information		
• Incident history of local addresses and common place names		

3.5 Mobile Computer Software/Officer Field Reporting Requirements - Continuation

REQUIREMENT	RESPONSE	REFERENCE
Mug shots from Contra Costa County CMS System.		
Night mode must be supported.		
Field entry of officer reports with immediate transmission of the reports back to the central computer.		
Field entry of officer reports with no need to transfer information – there shall be a live connection to the cases database.		
Field report information shall be immediately available to all system users.		
Ability to send images and attachments to Mobile Data Terminals.		
CHP 555		
The system shall provide the ability to create and/or work on reports during a connectivity disruption.		

3.6 Mapping

REQUIREMENT	RESPONSE	REFERENCE
The system provides a mapping system. All requirements must be configurable.		
The systems are compatible with ESRI and Google Maps mapping technologies.		
Provides a separate, sizable window for map display.		
Map is completely integrated into CAD.		
Map is integrated into Records Management.		
The map automatically locates and zooms to a call for service on the map when the location is verified.		
E9-1-1 calls are immediately located without dispatcher Interaction.		

3.6 Mapping - Continuation

REQUIREMENT	RESPONSE	REFERENCE
E9-1-1 Phase II calls from cell phones automatically zoom to the location on the map or draw a probability circle on the map depending upon the information available.		
The map can be configured to show various layers depending upon the zoom level.		
Layers can be manually activated at any zoom level.		
The map displays the locations of active incidents.		
The map displays the locations of all signed on units equipped with GPS.		
A general purpose pin mapping facility is included to quickly create pin maps from the results of data searches of CAD incidents and the officer reports databases.		
A map of sex offenders addresses can be generated.		
The map shall support hot spot analysis and geo-fencing.		
Map activity with respect to AVL is recorded and can be played back (pursuit replays).		
Maps can be printed.		
Mapping is available on mobile computers.		
Mapping allows Geo-Fencing.		
Mapping allows Geo-Fencing notification module when a patrol car enters a specific area.		

3.7 Automatic Vehicle Location (AVL)

REQUIREMENT	RESPONSE	REFERENCE
The system allows the tracking of all units through GPS.		
The system allows the tracking of vehicles that enter a certain area (i.e. frequency, route, speeds).		
The system allows the generation of a pursuit report tracking a vehicles location, speed, etc.		

3.8 State / NCIC Interface

REQUIREMENT	RESPONSE	REFERENCE
Must provide a link to the state for state/NCIC queries. County, State, Regional and Federal Systems.		
State/NCIC interface must work through Contra Costa County Message Switch product.		
Supports searches for County warrants through Contra Costa County Message Switch.		
Supports menu based entry of common queries from all authorized users.		
Allows command line entry of person and vehicle queries.		
From the person display allows running that person with a dedicated button.		
From the vehicle display allows running that vehicle with a dedicated button.		
The person display includes quick access to a log of all the times the person has been run.		
The vehicle display includes quick access to a log of all the times the vehicle has been run.		
A state queries log is available that list state queries.		
A separate log of all criminal history queries is available that meets all state requirements.		
Responses to queries must be displayed automatically if the user is not otherwise occupied.		
When multiple response messages are received the dispatcher must be able to easily page through them.		
The incident history that is part of the display of an individual incident must include all the queries that have been run for that incident and the requesting officer.		
The dispatcher must be able to display the response to a displayed query by a direct method such as double clicking.		

3.8 State / NCIC Interface - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system must have at least 200+ of the commonly used fillable forms for entries, locates, etc. Based on agency requirements		
The system will handle the 2nd person verification of entries electronically.		
The system shall allow paging through the return with a hot key and allow specific returns to be kept open for view later.		
The system will highlight the pertinent information on a return; name, DOB, etc.		
Responses can be printed.		
All CLETS/NCIC forms shall be displayed the same in CAD/RMS/ and Mobile		
All CLETS/NCIC returns shall be the same in CAD/RMS/ and Mobile with an exception of no criminal history to Mobile.		
The printout includes the text of the associated query and the ID of the unit that ran it.		

3.9 Bar Coding

REQUIREMENT	RESPONSE	REFERENCE
Bar Coding software must be completely integrated into the Records Management system. If proprietary bar coding equipment is required, then include its price on the pricing page.		
Uses a wireless terminal with wand or Apple iPad.		
Allows assigning multiple pieces of property, at one time, to property room "bins" with the wand with the assignment automatically transmitted and entered into the property database.		
Supports checking property in and out.		
Supports creating a list of common reasons for checking out property that can be entered from the bar coding terminal.		

3.9 Bar Coding - Continuation

REQUIREMENT	RESPONSE	REFERENCE
Prints bar code labels singly or in bulk for a case.		
Supports printing on commonly available labels.		
Can print blank labels (with respect to property description).		
Allows for custom labels.		
Supports ad hoc audits with results.		
Supports mail merge type ability to send letters to subjects that need to pick up property.		
Has an up to date tickler type file that includes; property ready for purging, property items not yet received by the property room and a listing of property that is currently checked out.		
Allows inventory reconciliation.		

3.10 Text SMS Notification/Paging

REQUIREMENT	RESPONSE	REFERENCE
Automatic SMS text based on incident type is supported.		
Manual SMS message is supported.		
Individuals can receive text messages/paged.		
Groups can be defined and paged as a group.		
Automatic SMS messages/Paging shall include incident information already entered by the call taker.		
The software shall include all screens necessary to maintain SMS text information for users, groups, and to define paging required for particular types of incidents.		

COMPUTER HARDWARE

It is the intent of the City to upgrade its current computer system and network as necessary to support the chosen software. The expected cost of any such upgrades, additions, or replacement desire will be weighed in the evaluation of the Vendor's proposal.

As part of this project the Cities would consider purchasing new server and storage hardware, VMware, and Microsoft software licenses to meet the technical requirements of the proposed Vendor system.

*** Please clearly note if the proposed solution is not supported to operate in a live, production virtual (VMware) environment

If a Vendor desires to quote a hardware purchase option as part of this proposal, a detailed list of hardware components, operating and database systems, and their associated costs must be included as a separate addendum. The Cities may choose to provide the necessary server hardware, storage hardware, Microsoft licensing, and VMware licensing. The Cities has a depth of experience with Dell servers and workstations, Microsoft server and desktop operating systems and Microsoft SQL Server.

As part of this RFP response, outline the system requirements for a production system, a training system, and a disaster recovery/failover system to include:

- Server specifications and recommended number of VMware host machines
- Specifications and number of virtual servers to run on the host machines
- Operating system requirements for VMware, Server OS, and database
- Storage requirements to maintain 30 years of on-online data
- Software and hardware for system failover/fault tolerance, disaster recovery

As part of this RFP response, outline the workstation and peripheral requirements for:

- Dispatch Workstation
- Records Workstation
- Report Writing Workstation
- Property Room Workstation
- Administration and Support Staff Workstation
- Patrol Car MDC
- Handheld, mobile tablet
- Handheld, mobile smart phone

The proposed system is to be configured for a minimum of 200 users, which includes:

The Vendor shall also describe the expansion capabilities of the proposed system.

INSTALLATION AND TRAINING

The Vendor shall name in the proposal a project manager with resume to be assigned as a single point of contact to the City to coordinate and direct the Vendor's activities and communications between the City and the Vendor.

The project shall begin immediately upon contract signing. The Vendor shall include a preliminary project schedule with this proposal. After contract signing, the successful Vendor shall confer with the City's representative and submit a final project schedule within seven days.

Conversion of the existing data is considered key to launching the new system. The Vendor shall begin preparation of the conversion programs or scripts as soon as the City provides a sample of the data to be converted. The City shall be provided with converted data for testing as soon as possible so that verification of the converted data can begin. Steps regarding data conversion shall be included in the project schedule.

The Vendor shall establish a test database 60 days prior to training sessions to allow dispatchers and records personnel to familiarize themselves with the software. The Vendor shall install all software and test it to assure proper running order. The Vendor shall then conduct formal training sessions to familiarize all department personnel in operation of the system. The Vendor shall describe the training program proposed, the number of days of training included, and the number of training days proposed for each class of user: dispatchers, records personnel, officers, administrators, and system support personnel.

At the conclusion of system installation and training, the Vendor shall demonstrate to the City's satisfaction that the systems proposed functions are operational. The system will then be accepted under the conditions to be enumerated in the contract.

The City accepts all responsibility for initial data entry beyond inclusion of the converted data. The Vendor's system shall provide all functions and screen formats necessary to perform data entry and the successful Vendor will be responsible for guiding the City through this process.

SUPPORT SERVICES

The proposed system shall include three years of support, maintenance, and updates of the software to begin upon system acceptance. This cost is separately delineated on the pricing sheet.

The Vendor shall describe in detail in the proposal (or include a sample support contract) the software support to be provided. This shall include how software problems will be resolved and terms of the warranty. Support shall be available seven days per week, 24 hours per day. The Vendor shall provide an 800 number for support.

As part of software support, the Vendor's support personnel shall have the capability to connect to the proposed system to investigate problems. If special software or hardware is required on the CAD/RMS system to support this capability, it shall be included in the system price as a separate line item.

The Vendor shall describe its software update or upgrade policy and provide a definition of "update" or "upgrade." Specifically:

1. How frequently and under what circumstances is updated software provided?
2. How will the City be notified of available updates?
3. What is involved in implementing an update?
4. What is included in an upgrade or update?
5. Will the City incur any costs to the Vendor to implement updates?
6. Does the Vendor ever charge for updates or new versions of products licensed to the City? If so, under what circumstances?
7. How frequently does the Vendor release new, enhanced versions of the software? About how many enhancements would be expected with these new versions?
8. With new versions, what is the Vendor's approach to migration from earlier versions?

PRICING FORMS

7.1 Base System

The Vendor shall use the following chart to present their pricing proposal:

ITEM	PRICE
Computer Aided Dispatch Software	
Records Management Software	
Mobile Computer Software	
Mobile Computer Software	
E 9-1-1 Link Software	
Digital Imaging Software	
State Interface Software	
CAD and Records Mapping Software	
Mobile Mapping Software	
Property Bar Coding Software	
Paging/Text Software	
Officer Field Reporting Software	
Mugshot/Digital Imaging Software	
CopLink Interface Software	
CopLogic Interface Software	
CrimeReports.com Interface or similar Public Access Software	
Auto Citation Interface Software	
Bar Coding Equipment	
Data Conversion	
Vendor Specific Equipment (if any)	
Software Customization (from table below)	
Database Software	
Additional Items or Costs Required by Vendor's Solution	

7.1 Base System - Continuation

ITEM	PRICE
Mug Shot and Digital Imaging Software	
Automated Fingerprint Identification System Link Software	
Text Paging Software	
Alarm Panel Link Software	
ARIES Interface	
Shotspotter Interface	
File on Q –Evidence Module Interface	
Cop Logic Citizen Reporting – SPPD Interface	
Bob Cop Citizen Reporting Hercules PD Interface	
AXON Interface – All Tri-City Agencies	
JAWS – Justice Automated Warrant System County Warrant System Interface	
Peregrine – All Three Tri City Agencies Interface	
Vigilant Interface – All Three Tri City Agencies	
Livescan – Gemalto Interface San Pablo PD	
SMART GEO Interface – Pinole PD	
Electronic Citation system SPPD potential for all Tri-City Agencies	
Training Management System	
Project Management	
First Year Software Maintenance, Support, and Updates	
Total	

Note: Sales tax is not to be included in the pricing; however, the City is not exempt. An 8.5% sales tax will be added at the time of purchase.

7.2 Customization and Modification Costs

Detail all costs associated with software customizations and modifications required to meet the system requirements.

ITEM	PRICE

7.3 Additional Proposal Items

The following form shall be used to price additional optional items requested by the City as well as additional items or proprietary hardware the Vendor may care to propose. Any additional support cost that will be incurred with these items shall also be listed.

ITEM	PRICE

7.4 Additional Costs

Will the Vendor commit to keeping the annual support cost the same for the first six years (the three years quoted above plus three more)? If not, what price guarantee is the Vendor willing to offer for the cost of future support years?

If the Vendor's software is sold per user or position, what will be the additional cost for adding future users and/or positions to the system? What is the procedure for doing so? What price guarantee is the Vendor willing to offer for the cost of future years?

ITEM	PRICE

RESPONSE FORMAT

8.1 Cover Letter

Include the name, address and telephone number of your company.

8.2 Company Overview

- a) The names, business address, and telephone number of your company's officers, directors, and associates and the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals and/or companies as they relate to this project.
- b) A brief outline explaining the company's business and financial stability and how it will be able to serve the needs of the City on a long-term basis.
- c) Names and qualifications of outside consultants or contractors that are proposed to assist on this project.

8.3 Relevant Experience

- a) Details of prior California projects and how they compare to the services requested in the Scope of Services.
- b) Details of Vendor's role on the project including notations of any proposed staff that will be involved.
- c) Details of the operating systems, platforms, and software that the Vendor has previously supported.
- d) Complete list of all agencies using the Vendor's Public Safety Software. As it pertains to existing California agencies, please provide at least one contact name, title, and phone number or email address for each agency.

8.4 Staff Experience

- a) Employee name and proposed role, including but not limited to the project manager. (Please note: changes in the key staff assigned by the Vendor to the City must be approved in advance by the City.)
- b) Employee's experience in performing services equivalent to those included in the Scope of Services.

8.4 Project Approach

- a) The approach that the Vendor will take to complete the project objectives and the schedule for doing so.
- b) Assumptions, requirements, risks, and expectations used to develop the proposal.
- c) An explanation of the problem reporting and resolution process that describes the Vendor's support plan, including tiers, reach-back capability, service levels, and the person authorized to close problem reports.
- d) Describe the proposed training program and the approach or philosophy the Contractor will utilize (if applicable).
- e) Completed Project General Systems Specifications table from above
- f) Software update or upgrade policy
- g) Any exceptions to the Agreement if applicable

8.6 References

Proposal should identify five California customer references from previous projects that are similar in size and operational needs of this project. The City reserves the right to contact any and all of the references by the Vendor to validate the proposal submitted.

8.7 Costs

Contract will include total price to complete project as shown on the Pricing Sheet in Section 7, plus:

- a) Annual cost to City with regard to licensing, training, and on-going maintenance.
- b) The contract will be specific in respect to software licensing and the number of licenses allowed for the contract price for each piece of software quoted in the proposal.
- c) Add or remove prices that may be applicable to different modules of software (example: CAD, RMS, State Interface, Mobiles).
- d) Addendum with hardware purchase options if applicable

VENDOR EVALUATION PROCESS

A multi-phase evaluation process will be used to evaluate and choose the final Vendor. At the end of each phase, only those Vendors that have passed the current phase will move forward to the next.

9.1 Phase 1 – Selection / Evaluation Criteria for RFP Proposals

RFP proposals will be reviewed by a cross functional team that is representative of the Police Departments and Information Technology Services personnel.

In general, the Phase 1 evaluation will consist of:

- a) Review of all responses for compliance with procedural instruction and requirements.
- b) Review of all responses for overall content and completeness of proposal.
- c) Review of how well each individual proposal addresses the general, and when provided, specific requirements identified in the RFP.
- d) Review all responses to identify how well the Vendor understands the objectives of the City.
- e) Review of Vendors experience with similar public safety systems installations.
- f) Review of Vendor understanding of public safety information security requirements.
- g) Review of each response concerning implementation methodology and timelines.

9.2 Phase 2 - Cumulative Evaluation

Responses to this RFP will be evaluated by a cross functional team that will review all two phases of the Vendor evaluation process and determine which Vendor is the best value to the City and meets the overall needs of the City. Please note: Issuance of this RFP in no way constitutes a commitment by the City to award a contract. Top ranked Respondents may be required to submit additional cost, technical, or other revisions to their Proposal (or a Best and Final Offer) AS may result from negotiations.

ACKNOWLEDGEMENT FORM

Proposer's acknowledgement and submittal of acceptance of the Cities' terms and conditions of Request for Proposal:

Date: _____

Company Name: _____

Address: _____

Phone Number: _____ Fax: _____

Cell: _____

E-mail Address: _____

Website Address: _____

Authorized Signature of Proposer: _____ Date: _____

Print Name of Bidder: _____

Attachment A

NEW Software Agreement

ATTACHMENT B

TRI-CITY MOU

ATTACHMENT C

TRI CITY MOU



**PROPOSAL FOR A
FULLY INTEGRATED COMPUTER-AIDED
DISPATCH, RECORDS MANAGEMENT,
MOBILE COMPUTING AND FIELD
REPORTING SYSTEM
FOR THE
SAN PABLO, PINOLE AND HERCULES
POLICE DEPARTMENTS**

Sun Ridge Systems, Inc.
www.SunRidgeSystems.com
October 5, 2020

PROPOSAL VALIDITY PERIOD

The information in this proposal is valid for a period of ninety (90) days from the date written on the title page unless rescinded by Sun Ridge Systems, Inc. prior to such time.



October 5, 2020

TRI-CITY Consortium
c/o San Pablo Police Department
13880 San Pablo Ave
San Pablo, CA 94806

Dear Member:

Thank you for the opportunity to participate in your Request for Proposal (RFP) process. Please find attached a detailed response to the items requested by your RFP. We believe our software products and services represent a superior total package that closely meets the needs of your operations as expressed in your RFP. Most significantly, they do so with excellent price/performance.

Equally important is the long history of the proposed products and their prospects for long term viability and continued development. Ideally, the system procured by your agency should not be a one-shot purchase to be replaced a few years down the line when it becomes obsolete in either hardware or software. Instead, it should be the beginning of a vendor relationship that will support your expanding needs and future requirements. Our software suite, known collectively as "RIMS", meets these requirements with its 30+ year history of customer support and 30+ years of continuous evolution to a product family that is superior today and will remain so in the future.

This proposal has three specific purposes:

1. To establish Sun Ridge Systems as both the best product and the lowest risk choice to provide your system
2. To establish RIMS as both the best technical solution and (quite possibly) the lowest price solution, both initially and especially long term
3. To explain our approach to implementing your system.

Our corporate address and phone number is:

Sun Ridge Systems, Inc.
P.O. Box 5071
El Dorado Hills, CA 95762
530-676-7128

We look forward to working with you. If you should have any questions or require clarification, please feel free to contact Carol Jackson. She can be reached at (530) 221-0663 or CarolJ@sunridgesystems.com.

Sincerely,

A handwritten signature in black ink that reads "Anthony B. Richards". The signature is written in a cursive, flowing style.

Anthony B. Richards
President

Table of Contents

1. COMPANY OVERVIEW	1
2. RELEVANT EXPERIENCE.....	6
3. STAFF EXPERIENCE.....	17
4. PROJECT APPROACH.....	19
5. REFERENCES	33
6. COSTS.....	38
ATTACHMENT A – RESPONSE TO SYSTEMS SPECIFICATION TABLE	43
ATTACHMENT B – DATA CONVERSION OVERVIEW	83
ATTACHMENT C – ACCEPTANCE TEST PLAN	87
ATTACHMENT D – RIMS HIGH AVAILABILITY/DISASTER RECOVERY OPTIONS	89

I. Company Overview

Sun Ridge Systems, Inc. is a software provider of CAD, RMS and ancillary systems. It is our only business. Our integrated software suite, known as “RIMS”, offers a low risk solution already proven successful many times. Not incidentally, it also happens to be an excellent technical solution at a reasonable price.

RIMS is a mature system for public safety agencies in use by over 180 agencies in California. Completely integrated modules for records management, computer aided dispatch, mobile computers, jail management, and a myriad of ancillary products and interfaces are available.

RIMS was originally designed in 1982 by Tony Richards, who has been closely involved in the product ever since. RIMS was initially designed to meet the needs of the small to medium sized public safety agency without large, expensive computer hardware and full-time software support personnel. These initial design goals were quickly achieved and the evolution of a quality, industry leading software product began. Today, the product is fully scalable for any sized agency.

Although first installed in 1985, RIMS was not widely marketed until the 1990s. Today Sun Ridge Systems, a privately held corporation located in El Dorado Hills, California, serves clients across the United States. And that first install in 1985? It was the **Rocklin Police Department** *that continues to use RIMS to this day.*

RIMS has a long, unbroken history of constant evolution, growth and refinement. Today, RIMS is at the forefront of public safety technology with its undeniably complete combination of CAD, records management, jail management, mobile computer, and related technologies. As just one indication of our commitment to its continuing evolution, the current RIMS, Version 27, introduced in 2020, contains over 120 enhancements (not corrections) over its immediate predecessor Version 26 of 2019.

Sun Ridge Systems, Inc. has never been sold to, acquired by or merged with any other company. **It's important to note that ALL products proposed are developed by and sold only by Sun Ridge Systems, Inc., and are not rebranded products obtained via merger or acquisition with any other vendor.**

Sun Ridge has never been sued nor have any claims been made against or settlements paid by us. **Never.**

Like any major software procurement, a public safety records management system, computer aided dispatch and all ancillary systems require a careful selection process. To make the project successful, it is imperative that technical risks be minimized while gaining the best value for your investment. We've all seen large projects that turned out to be too ambitious and were never completed or never worked satisfactorily. Sun Ridge Systems, on the other hand, has never had a failed project. Our integrated software suite, RIMS, offers the low risk solution already proven successful over 200 times.

Why Sun Ridge Systems?

There is a lot more to a CAD/RMS system than having the title "CAD/RMS" and pretty colors on the screen. Here are the three principal areas in which we believe that Sun Ridge Systems excels over its competitors.

1. **Experience.** RIMS has undergone 35 years of continual enhancement. Another vendor may claim that they are continually adding to their product, but for 35 years? What do you get for those 35 years? Some would want you to believe you get an aging, outdated system. In reality, nothing could be further from the truth. Here is what you do get:
 - A company with the knowledge gained from having done more than 180 installations in California alone
 - A training and support staff, all of whom have worked in law enforcement
 - A software staff whose principal developers have more than 20 years developing CAD/RMS software
 - Project managers also with more than 20 years in the CAD/RMS business
 - 23 years of annual users conferences in which ideas for product enhancements are solicited and then implemented in the next year's products at a rate of more than 100 per year
 - A California company familiar with California specific requirements that is always quick to implement new State/CA DOJ requirements
 - A company with an unmatched reputation for successful installations and excellent long term customer support. Many of our prospective customers call 20-30 of our client agencies and tell us they could not find anyone who had anything bad to say about us.

2. Product depth. With more than 30 years of development behind it, RIMS has an unmatched depth of features, functions, and data. As examples:

- When a dispatcher displays an incident, the incident display has buttons for 39 functions that can be performed with respect to the incident. From basic Save and Cancel, other buttons include “Duplicate this Incident,” “Merge with another Incident” and “Enter Pursuit Mode” just to name a few.
- Eleven of those buttons take you to the 11 supplemental pages of incident information. Among these are pages for related CLETS messages, associated persons, associated vehicles, incident times (for the incident as a whole and each unit individually) and a list of attached files.
- An officer report (case in RIMS lingo) has 16 pages of information for the case itself plus of course much more for each associated person, vehicle, property item, and narrative/supplement.
- A person Master Name Index (MNI) includes 15 pages/screens of information. These include three pages of personal information plus associated persons, associated vehicles, photos, aliases, and attached files. There are about 190 data items for each person plus all data that is specific to a case for a person when they are a victim, suspect, arrestee, in an accident which is another potential 200 data items. Lastly, each record includes a list of all previous contacts with the person.
- Vehicles have a similarly rich data record.
- There are 14 offender files.
- As a final example, there is the extensive, detailed case supervisor approval/kickback/records review scheme for approving a case. It includes reports that provide statistics for kickback items by supervisor or officer or records person.

3. Ease of use. Ease of use is a feature always claimed, but often not delivered. For RIMS, it is a feature often mentioned to us by people who have used other systems as the thing they like most about RIMS. It is not an accident. Here are some aspects of ease of use that we concentrate on:

- The single most important ease of use features in RIMS is the complete integration of CAD and RMS functions into one system, not two interfaced systems, and this includes CLETS. There is no swapping to the RMS application, no exporting CAD data to RMS, no manually duplicating entry between the two. It makes it hard to understand how a vendor in the 21st century can get away with selling “interfaced” CAD and RMS systems.
- One of the most frequently touted RIMS features is how well-designed RIMS is to minimize the number of steps required to perform any function. When you are performing certain actions over and over all day, saving even one step each time becomes very noticeable to a user. RIMS uses some buttons with icons, but we make sure that the icons are large enough to be readable and that they have a text caption as well.
- RIMS minimizes annoying pop up messages.
- RIMS screens are carefully designed to group like data together today to make it easy to find it tomorrow.
- There is no requirement to first press an “Edit” button every time you want to update a screen.

.....And here's what you don't get:

- A product from a company that is owned by a hedge fund or living on venture capital
- A new conquer-the-world product that is forever in beta test mode, or so it will seem to your users
- A product with a tiny footprint in California, but “you can be the showcase site in the state”
- A company that can give you *only* three references
- A company with a “some like it, some don't” reputation --- and speak to actual users, not administrators or IT staff

We encourage you to contact our references which can be found in Section 2 of this proposal to confirm what we've state above. Even more importantly, feel free to contact any agency that is NOT listed as a reference. We are confident you will get the same positive feedback regardless.

Response to RFP paragraph a)

All Sun Ridge staff report to the company headquarters in El Dorado Hills, CA and can be reached via the corporate number of 530-676-7128. Sun Ridge is wholly owned and there is no parent or subsidiary companies.

Response to RFP paragraph b)

Sun Ridge is a privately owned company that averages between \$6-8 million in revenue per year. Additionally, Sun Ridge:

- Is not beholden to revenue or sales goals to appease shareholders or investors.
- Has never had nor is dependent on venture capital funding.
- Has zero corporate debt.

Response to RFP paragraph c)

Sun Ridge does not employ outside consultants or contractors. All staff to be assigned to your project or playing supporting roles are Sun Ridge employees.

2. Relevant Experience

Response to RFP paragraph a)

Sun Ridge is proud to say that we have more agencies in California using our software than any other public safety software vendor! We encourage you to review a visual representation of this on our website via the following link:

<https://sunridgesystems.com/index.php/home/california-features/>

In our response to *RFP paragraph d)*, we are providing a list of all 183 agencies in California that currently or soon will be using RIMS. Our installations are not limited to California. We have scores of agencies using RIMS across the Country.

Response to RFP paragraph b)

For all projects, Sun Ridge is the prime vendor and does not utilize any subcontractors or consultants. Unlike many vendors, Sun Ridge staff even does all the data conversion work.

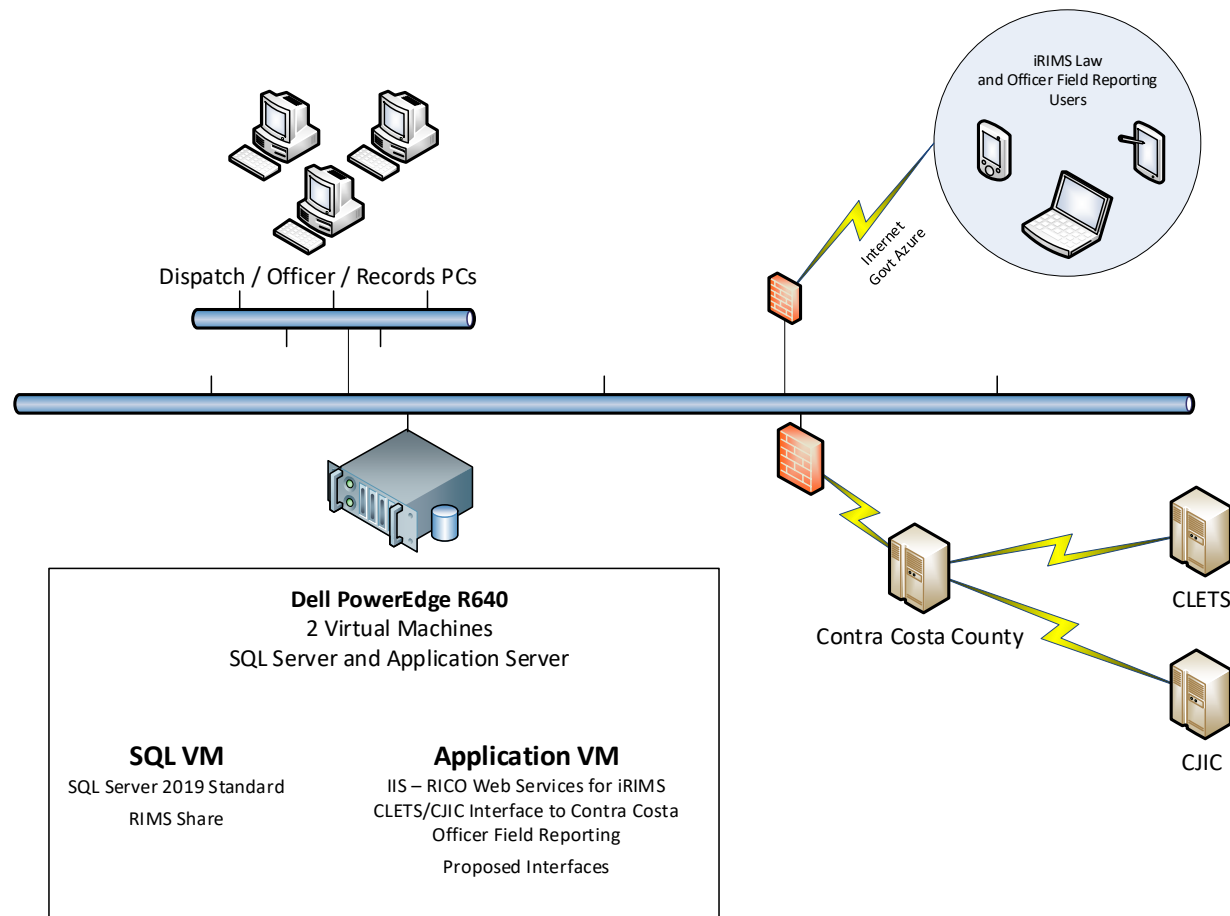
The same project team that has successfully completed many of our projects will be assigned to your project. Please see Section 3 of this proposal for additional project team details.

Response to RFP paragraph c)

Your question specifically asks about “previous” operating systems, platforms and software. However, for the past more than 20 years RIMS has always been and continues to be a Windows Server, Microsoft SQL Server database-base product.

RIMS CAD/RMS is written in Delphi from Embarcadero Technologies. Delphi has been our development base for 20 years. A couple of our newer ancillary products are written in other languages. For example, our mobile app, iRIMS, uses development products from Ionic.

A typical RIMS system configuration, reflecting the minimum requirements, is provided in the following illustration:



The following are **minimum** system requirements.

Server Specifications

Our server specifications are essentially generic. We anticipate working with your IT staff in selection of server hardware and software to meet your desired data security and performance needs and fitting into your existing network.

Application Server

This server will host the live production database as well as the training database requires Microsoft SQL Server 2012 or later. This server and the Communications Server can be virtual server instances on a single physical server.

Communications Server

A secondary server is required to host the applications that run CLETS and Mobiles and other purchased applications.

Failover Server

At your option, a third server running Microsoft SQL Server 2012 or later can be the real-time copy of the production and training databases using SQL Mirroring. The clients will utilize the Microsoft SQL Native client that supports SQL Mirroring – that will allow RIMS to attempt a connection to the primary server – if that server is not available, it will automatically try the mirror server – without any user interaction. The also applies to the applications running on the Application server. Additional documentation can be provided on how this process is set up and managed.

While the failover server is designed as a temporary solution while the primary server is being repaired, it should have similar specifications as the primary server, including disk space. Preferably, disk storage should not use the same physical drives as the primary server, if using a SAN device.

System Software

Server Software

- Windows Server 2014 or later (Data Center Edition)
- 1 Virtual Instance for SQL Server / RIMS Web Services (RICO)
- 1 Virtual Instance for the RIMS Applications

- Virtual Instances as needed for VMWare servers

Database Software

- Microsoft SQL Server 2012, 2014 or later
- Licensed by Processor – 8 cores each

VMWare – Virtual Servers

It is up to you to supply the VMWare software if that is your choice for VM software. You are responsible for creating the VM servers needed for our application. Preferably, the Application and Communications Servers would be their own VM instances on one physical server, while the Failover server (if implemented) is located on a separate physical server (whether VM or not). That way the failover is to a completely separate physical server in case a hardware issue arises on the primary server.

Storage Requirements

While we specify minimum requirements to start the system, it is up to the agency to provide additional long-term (20-year) disk space to host the agency database. At least 1 TB of disk storage is needed, depending upon your usage of RIMS and other applications you may have on the server. SSD storage is desirable for best performance, but not required. Actually, the determining factor in disk storage size is the number of documents and images you will be storing --- their storage requirement dwarfs that of “regular” data. In RIMS, especially when you are going paperless, there is considerable opportunity to store documents and images. Still, storage capacity need not be an issue given the current low cost of disk storage, even in RAID configurations. Given the preceding, we recommend 2 TB of disk storage.

PC Workstation Requirements

If using existing PCs:

- Intel 2Ghz+
- Windows 7 or later
- 8 GB Memory
- Any Size Disk
- 1680x1050 monitor resolution (1920x1080 for dispatchers)

If purchasing new PCs:

- Any Speed Processor
- Windows 10

- 16 GB Memory
- Any Size Disk
- 1920 x 1080 monitor resolution

Mobile Computers

- Windows 7 or later
- Wireless based modem (for connectivity)
- Virus Protection Software
- 4 GB memory
- 2 or more USB ports
- Optional touchscreen
- Optional Magnetic Stripe Reader (USB)
- 1920 x 1080 monitor resolution

Handheld Computers/Phones

We have no specifications for these devices. While almost all IOS and Android models are acceptable, please check with us first regarding devices you might be considering.

Third Party Software

ESRI ArcView: Assuming you will be using ESRI products for your mapping, our proposal does not include the ArcView software that is required for any workstation that will use RIMS In Station Mapping. If licenses are not already available to the Cities, you will need one copy of ArcView GIS v9.x that can be used for the first position, and then a copy of ArcGIS 9.x Runtime Engine for each additional in station workstation that will use RIMS Mapping.

Remote Access: We utilize Bomgar Remote Access software for installation and follow-on support services. There is no cost to your agency.

Mobile Mapping: It is possible to use ESRI mapping in the car, but expensive, absent a site license. Google Maps is an option as well. Google Map licenses are provided by Sun Ridge at no additional charge.

Expansion Capabilities

“Expansion” is really a capability of the hardware configuration. The RIMS application software is fully scalable to any expansion plans.

Disaster Recovery

Please refer to Attachment D for additional information regarding your disaster recovery options.

Response to RFP paragraph d)

The following is a complete list of all agencies in California that currently use RIMS or are in the process of deploying RIMS (denoted by go-live dates). We encourage you to contact ANY of these agencies and you will find a consistently positive message. It would be impractical to provide contact information for all these agencies in this proposal so we have instead provided contact information for what we believe are agencies most relevant to your agency, be it in size, products used, or location, in Section 5 of our proposal. If there is an agency on our list that you wish to contact and the contact information is not provided in Section 5, please let us know and we'll be happy to provide that information to you.

Police Departments

Alameda Police Department (2021)
Albany Police Department
Alturas Police Department
Angels Camp Police Department
Arcata Police Department
Arvin Police Department
Atherton Police Department
Atwater Police Department (2020)
Auburn Police Department
Banning Police Department
Bear Valley Police Department
Bell Police Department
Belmont Police Department
Benicia Police Department
Bishop Police Department
Blythe Police Department (2020)
Brentwood Police Department
Brisbane Police Department
Broadmoor Police Department
Burlingame Police Department
California City Police Department
Calistoga Police Department
Central Marin Police Authority
Ceres Police Department

Citrus Heights Police Department
Clearlake Police Department
Cloverdale Police Department
Coalinga Police Department
Colma Police Department
Colusa Police Department
Corcoran Police Department
Coronado Police Department
Corning Police Department
Crescent City Police Department
Daly City Police Department
Davis Police Department
Del Rey Oaks Police Department (2020)
Delano Police Department
East Palo Alto Police Department
Escalon Police Department
Eureka Police Department
Fairfax Police Department
Fairfield Police Department
Ferndale Police Department
Folsom Police Department
Fortuna Police Department
Foster City Police Department
Galt Police Department
Gridley Police Department
Gustine Police Department
Hanford Police Department
Healdsburg Police Department
Hillsborough Police Department
Ione Police Department
Jackson Police Department
Kensington Police Department
Lakeport Police Department
Lemoore Police Department
Lincoln Police Department
Livermore Police Department
Livingston Police Department
Los Banos Police Department
Los Gatos Police Department
Mammoth Lakes Police Department
Martinez Police Department

McFarland Police Department
Menlo Park Police Department
Newark Police Department
Newman Police Department
Oakdale Police Department
Oroville Police Department
Pacifica Police Department
Paradise Police Department
Parlier Police Department
Pleasant Hill Police Department
Red Bluff Police Department
Redwood City Police Department
Ridgecrest Police Department
Rio Dell Police Department
Rio Vista Police Department
Ripon Police Department
Rocklin Police Department
Ross Police Department
San Bruno Police Department
San Mateo Police Department
San Rafael Police Department
Scotts Valley Police Department
Sebastopol Police Department
Shafter Police Department
Sonora Police Department
South San Francisco Police Department
St. Helena Police Department
Stallion Springs CSD Police Department
Suisun City Police Department
Susanville Police Department (2020)
Sutter Creek Police Department
Taft Police Department
Tehachapi Police Department
Vacaville Police Department
Vallejo Police Department
Weed Police Department
Williams Police Department

Sheriff's Offices

Alpine County Sheriff's Office

Amador County Sheriff's Office
Butte County Sheriff's Office
Calaveras County Sheriff's Office
Humboldt County Sheriff's Office
Lake County Sheriff's Office
Lassen County Sheriff's Office (2020)
Inyo County Sheriff's Department
Mono County Sheriff's Department
San Mateo County Sheriff's Department
Solano County Sheriff's Office
Tehama County Sheriff's Office
Tuolumne County Sheriff's Department

Schools, Colleges, Universities

Apple Valley USD Police
Cal Poly Pomona Police Department
Chaffey College Police Department
CSU Bakersfield Police Department
CSU Channel Islands Police Department
CSU Chico Police Department
CSU Dominguez Hills Police Department
CSU East Bay Police Department
CSU Fresno Police Department
CSU Fullerton Police Department
CSU Northridge Police Department
CSU San Bernardino Police Department
CSU San Marcos Police Department
CSU Sonoma Police Department
Fontana Unified School District Police Department
Foothill-DeAnza CCD Police Department
Humboldt State University Police Department
Kern High School District Police Department
Los Rios Community College District Police Department
Marin Community College Police Department
Mira Costa College Police Department
Ohlone College Campus Police Department
Sacramento State University Police Department (2021)
San Bernardino CCD Police Department
San Bernardino USD Police Department
San Diego CCD Police Department

San Diego State University Police Department
San Francisco State University Police Department
San Joaquin Delta Community College Police Department
San Jose State University Police Department
Santa Ana Unified School District Police Department
Santa Monica College Police Department
Stanford University Police Department
Stockton Unified School District Police Department (2021)
Twin Rivers Unified School District Police Department
UC Irvine Police Department
UC Merced Police Department
UC Riverside Police Department
UC San Diego Police Department
UC San Francisco Police Department
UC Santa Cruz Police Department
University of Redlands Police Department
Val Verde USD Police Department
Ventura CCD Police Department

Others

A National Laboratory (2020)
Amador County District Attorney's Office
Amador County Probation Department
Blue Lake Tribal Police
Bishop Paiute Tribal Police
California Lottery
Clovis Community Medical Center
E & J Gallo Winery
East Bay Regional Parks
Exodus Recovery Inc.
Fresno Community Medical Center
Marin County District Attorney's Office
Montebello Town Center Security
Morongo Band of Mission Indians
Port of Stockton Police
Rank Investigation Services
San Manuel Indian Nation, DPS
San Mateo County Hospital
San Mateo County DA's Office
San Mateo Narcotics Task Force

Tri-City Agencies (San Pablo, Pinole and Hercules Police Departments)
Proposal from Sun Ridge Systems, Inc.

Sony Picture Entertainment, Culver City
Walt Disney Studios Security, Burbank
Yurok Tribal Police (2021)

3. Staff Experience

Response to RFP paragraphs a) and b)

The following Sun Ridge staff will participate in your project. Other personnel not listed here may also be assigned to specific tasks as needed throughout the project.

Public safety software is all we do. Therefore, all staff have extensive experience performing services for projects just like yours. All Sun Ridge staff participating in this project has at least one if not both of the following qualifications:

- Real life experience in law enforcement
- Many years of experience in the public safety software business

These qualifications result in a well-rounded team that works well together, while each member has their specific areas of expertise.

Carol Jackson – Director of Implementation

Carol will serve as your project manager beginning during the proposal and contract negotiations process through final acceptance. Carol has 30+ years of experience specifically with public safety software with 25+ of those years in the management of small to large-scale public safety projects.

John Boren – Chief Technology Officer

John Boren began his technical career in IT support before joining Sun Ridge Systems. He has more than 20 years of RIMS specific experience. John serves as our Chief Technology Officer. He is our chief product architect. All technical staff report to John. He will be directly involved with assigning the appropriate resources as needed during the installation of the various applications and will provide technical expertise as needed for the duration of the project.

Betsy McNutt – Director of Sales/Training

Betsy is a lead functional designer of RIMS CAD and RMS and has an encyclopedic knowledge of RIMS. She is also very familiar with police department operations from her experience working for an agency in central California. She and her team of trainers will play a lead role during the training and go live phases of your project.

Juleann Hunt-Osburn – Senior Training Specialist/On-Site Project Manager

Juleann started as a dispatcher for a large Northern California sheriff's office before going to work for a public safety software vendor. Juleann has over 20 years of experience in public safety software as a Project Manager and Trainer, more than half of it with Sun Ridge Systems. She will be the lead trainer, functional data conversion manager and 'boots on the ground' project manager for your project, reporting to Carol Jackson. Juleann is also PMP Certified.

Robert Perkins – Data Conversion Specialist

Bob also has an extensive public safety IT background and over 25 years of technical experience with public safety applications. Bob will be primarily responsible for data conversion and to date has successfully complete more than 50 of them, from various vendors including Tyler, into RIMS.

Yan Abovsky – SQL/Database Specialist

Yan is a SQL specialist who will be working with Bob Perkins as needed in the data conversion process.

Michelle Edwards – Training/Project Specialist

Michelle has years of experience as a dispatch supervisor with Sun Ridge's oldest agency, the Rocklin Police Department. Michelle trains all aspects of RIMS, including dispatcher, officer, RIMS Training Management software and RIMS Property Room Software.

Jenn Gilmore – Training/Project Specialist

Like Michelle, prior to joining Sun Ridge, Jenn served many years as a dispatch supervisor/agency trainer for a northern California police agency. Jenn will serve as a trainer on your project.

4. Project Approach

Response to RFP paragraph a)

Implementation of the RIMS products is relatively simple and straightforward. It is a joint-venture between vendor and client. This means that the client must allocate resources and work proactively with our deployment teams to meet project schedules. There may also be dependencies on third parties that need to be identified and minimized as early as possible in the project. This is why strong project management is key.

We understand your need to replace the existing system as expeditiously as possible. We will certainly do our best to accommodate an aggressive schedule, however, we are not making any unrealistic promises to obtain your business. A project schedule is a function of the time of year the schedule begins (end of year is not as productive), the availability of necessary resources (other projects already in progress for us), and your own scheduling considerations. For your information, our average project schedule duration, from contract signing to going on line, has averaged seven months over the past few years. That includes data conversion. It is also worth noting that we always meet the schedule we agree to. Please verify this with our references.

Before it can be finalized, a project schedule needs to be carefully considered based upon the following project requirements:

- First, external interfaces may require a software development cycle (determining requirements, communicating with the other vendor, developing the software, and then installation and testing). These items may not be able to be delivered until sometime after the go live date.
- Second, years of experience tells us that every data conversion is a project unto itself, requiring time to obtain the data, edit our conversion program, and then iteratively have you test the converted data and for us to correct the imperfections you find. And the conversion process must be completed before you go live.
- Third, your three agencies will be required to agree to many points regarding the configuration and use of RIMS. Coordination and cooperation between the agencies will be imperative to project scheduling and success.
- Lastly, you will need to ensure that your project resources are available and ready to respond as required to ensure your portion of the project responsibilities are completed in compliance with the schedule.

We schedule our projects on a first come-first scheduled basis. This means that if another contract is signed before yours, that project will be scheduled into the first available time slots. In other words, we are not able to reserve specific timeframes for your project until there is a signed contract.

And finally, remember that there is not much project activity or many project tasks that can be completed until your servers are in installed and available to the Sun Ridge technical team via remote access. That is the point in time at which tangible project activities can start.

The following is a sample project Gantt Chart based on a project similar in size and scope to yours. This Gantt chart is provided for illustrative purposes only and does not represent the specific tasks, resource assignments or dates for your specific project. We understand your desire to have a final project schedule within 7-day of contract signing but please note that many of these task/dependencies will also belong to the City and that you must be prepared to have dates as well before a final project schedule can be provided. Typically, a final project plan, with your input, will be developed as soon as possible after project kickoff.

Task Name	Duration	Start	Finish	Resource Names
Sample RIMS Project Plan	251 days			
Contract Signing	1 day			
Project Kickoff Meeting	1 day			
Servers/Network/Hardware	50 days			
RIMS Server	30 days			IT
SQL Server	30 days			IT
Mobiles/Interfaces Server	30 days			IT
Mobiles/Laptops	1 day			IT/SRS IT
Sun Ridge Has Server Access	1 day			IT
Installation of at least 1 RIMS Workstation	14 days			IT/SRS IT
Initial Setup/Configuration	67 days			
Identify RIMS Administrators/Super Users	5 days			City
Identify Conversion Review Team	5 days			City
Initial Setup Training	22 days			
Setup and Configuration Document Delivered	1 day			SRS IT
Initial Setup ConCalls	2 days			City Admins/SRS
Complete Initial Setup Requirements	20 days			City Admins/SRS
RIMS Config and Setup (RCS)	52 days			
RCS Location Prep	50 days			

Tri-City Agencies (San Pablo, Pinole and Hercules Police Departments)
Proposal from Sun Ridge Systems, Inc.

Identify Training Location	1 day			City Admins
Install 2 Additional RIMS Clients at Location	4 days			IT
Confirm Ability to Log In to RIMS from Training Workstations	1 day			City Admins
Install PC Projector with RIMS Workstation	1 day			IT
RCS	2 days			City Admins/SRS
Products	128 days			
CAD (Incident Repository)	102 days			
Install on Server	1 day			SRS IT
Identify Street File Source	30 days			City
Load Updated Street File	2 days			City/SRS IT
Configuration	60 days			City Admins
RMS	96 days			
Installation on Server	1 day			SRS IT
Configuration	75 days			City Admins
Mobiles	1 day			
Installation On Mobile Server	1 day			SRS IT
In-Station Maps	109.75 days			SRS IT
Installation Server	1 day			
Identify Map Data Source	1 day			City
Sun Ridge Builds Map	5 days			SRS IT
Procure ArcView Licenses if Required	20 days			City
Install ArcView on Clients (if required)	30 days			City
Interfaces	169 days			
CLETS	159 days			
Notify DOJ Of Vendor Change	3 days			City
Complete Upgrade Application	60 days			City
Application Approved by DOJ	90 days			DOJ
Schedule Test/Approval with DOJ	5 days			City IT/SRS IT
Determine Go Live Date	1 day			City/DOJ
Crossroads	95 days			
Contact Vendor	3 days			City Admins
Determine Connectivity Requirements	30 days			IT
Install SRS Portion of Interface	1 day			SRS IT
Determine Go Live Date	1 day			City
Schedule Test	1 day			City Admins/IT/SRS

Tri-City Agencies (San Pablo, Pinole and Hercules Police Departments)
Proposal from Sun Ridge Systems, Inc.

BEAST Link	95 days			
Contact Vendor	3 days			City
Determine Connectivity Requirements	30 days			IT
Install SRS Portion of Interface	1 day			SRS IT
Determine Go Live Date	1 day			City
Schedule Test	1 day			City Admins/IT/SRS
Data Conversion	164 days			
Determine Method for Obtaining Data (e.g. Link Server)	4 days			IT/SRS
Data Extract Provided to Sun Ridge	15 days			IT/SRS
City Provides Screen Shots of Current System as Needed	110 days			City Admins
Officers Users Converted into RIMS	10 days			SRS
Convert Data	130 days			SRS
Review Data	130 days			City Admins/SRS
Correct Data	130 days			City Admins/SRS
Prepare for Final Conversion Extract	5 days			City IT/SRS IT
Training/Conversion Review	173 days			
End User Training Prep	65 days			
Identify Training Location(s)	1 day			City
Install RIMS Clients at Location(s)	14 days			City
Confirm Ability to Log In to RIMS from Training Workstations	1 day			City Admins
Install PC Projector with RIMS Workstation	1 day			IT
End User Training/Conversion Review (Class Dates TBD During RCS)	11 days			
Conversion Review #1	1 day			City Admins/SRS
CAD #1	2 days			RIMS Trainer/City
Officer #1	2 days			RIMS Trainer/City
Officer #2	2 days			RIMS Trainer/City
Officer #X	2 days			RIMS Trainer/City
Records #1	1 day			RIMS Trainer/City
Admin Review	0.5 days			RIMS Trainer/City
IT Session	0.5 days			City IT/SRS IT
Go Live	3 days			
Final Data Extract	1 day			City IT/SRS IT
Final Conversion	1 day			City IT/SRS IT
Conversion Completion Sign Off	1 day			City
Go Live Support	2 days			City/RIMS

				Trainer/IT/SRS IT
Final Acceptance Period	22 days			RIMS Support/City

Response to RFP paragraph b)

Although we do many projects a year and have a tried and true project deployment plan, we realize that each customer is unique. For your project, we feel that the myriad of interfaces with minimum technical information regarding those interfaces, pose the greatest challenge to your project. That risk is reflected in the pricing of some of the interfaces.

Below is the list of interfaces we've identified in your RFP and subsequent QA release. For items NOT PROPOSED, we look forward to the opportunity to clearly define those interface requirements with you and provide accurate pricing (rather than a guess) at that time.

1. **CopLogic.** For many years we have been providing our interface to CopLogic/DORS.I A log in RIMS lists the CopLogic/DORS cases waiting to be processed to become a RIMS case (or discarded). In the RIMS case the reporting party is processed using our standard name verification process.
2. **AFIS.** Sun Ridge Systems does have a bi-directional interface to AFIS machines for use at the time of the initial exchange with that machine: A transaction to send data to it is initiated in RIMS RMS. The AFIS machine returns the mugshot in a shared directory where RIMS is able to pick it up.
3. **ARIES.** Sun Ridge does not have an interface to ARIES nor are we proposing one. For our existing sites in Contra Costa County, ARIES imports data directly from our CAD database.
4. **Contra Costa Message Switch.** Sun Ridge Systems has CLETS/NCIC interfaces at more than 100 agencies throughout California. We have done both direct interfaces to CA DOJ and interfaces through county switches. We have operational interfaces in Contra Costa County at Brentwood PD, Pleasant Hill PD, and Martinez PD. Our interface supports more than 100 inquiries and updates, far too many to list here. Our switch also includes the ability to do automatic queries where useful.
5. **LaserFiche.** *Not proposed.* We have concerns regarding your request to import/convert 10+ year old case data from Laserfiche into your new system. Our concerns range from practical to technical and will require in-depth discussions with you to determine if and

how this would be accomplished. Is it *not proposed* at this time.

6. **RMS Export to JMS pre-booking.** *Not proposed.*

None of our three client agencies in the County have this interface. We would be willing to discuss it with you to determine the exact method of interfacing and the information to be transferred to that system.

7. **File-on-Q.** We will provide a real time export of property in cases data to File-on-Q, but not a two-way interface. In our experience, attempts to synchronize two property systems are fraught with problems that are difficult if not impossible to avoid.

Please note that Sun Ridge is NOT proposing our property management product, RIMS PropRoom, with the expectation that the agencies will continue to use FileOnQ. (RIMS RMS does support basic property entry, auditing, and handling.)

8. **Citation systems interface.** We are proposing our Auto-Cite based import software that also works with the citation systems of several other vendors that support the Auto-Cite import message format.

9. **POST interface.** This is an existing interface in our Officer Training Management (TIMS) module. It provides for an initial load of POST data into TIMS, and then updates for new employees, new course and reimbursement information from POST as needed.

10. **County CMS System.** *Not proposed.*

More detailed information will be needed regarding the purpose, data elements, and protocol for this interface.

11. **ShotSpotter.** *Not proposed.*

Detailed information on data types and items to be imported and the exact protocol to be used would be required.

12. **Bob Cop Citizen Reporting.** *Not proposed.*

Detailed information on data types and items to be export and the exact protocol to be

used would be required.

13. **JAWS.** Included in our CLETS interface package.

14. **Peregrine.** *Not proposed.*

We have no familiarity with this company nor their product. Detailed information on data to be exported and the exact protocol to be used would be required.

15. **Vigilant.** We do not currently have an interface, but have been looking into it as one of our client agencies is interested in it so we have proposed it.

16. **Smart Geo.** *Not proposed.*

Detailed information on data types and items to be exported and the exact protocol to be used would be required.

17. **CAD-to-CAD data sharing.** Per the RFP, this has not been proposed, but is available among RIMS agencies via our Collaborate product (which is not included at this time).

18. **AXON.** We have the AXON interface installed at many agencies and it is considered one of our “standard” interfaces.

19. **Alarm Panel.** We are including our Alarm Panel interface software so that your alarm company vendor can send the alarm # to RIMS CAD which in turn generates a CAD incident.

20. **Crossroads Accident Import** – This interface assumes you will be writing your accident reports in Crossroads (as opposed to writing them in RIMS) and will be *importing* the accident data into RMS. RIMS itself does support 555 accident entry.

Response to RFP paragraph c)

Sun Ridge will provide a toll free phone number for agencies to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Years Day, President’s Day, Memorial Day, July 4th, Labor Day, Veteran’s Day,

Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day (“common holidays”). However, for instances when the system is completely inoperable due to a Sun Ridge software problem (“critical problems”) preventing basic system operation service will be available 24 hours, 7 days a week, common holidays included.

In addition to the 1-800 support, you may also submit a support request via email. Additionally, we remotely access your system via Bomgar Remote Support Software for this purpose. Bomgar software provides superior security and does so over an ordinary internet connection via a Sun Ridge server that hosts a Bomgar security hardware device.

On-site support is not provided by Sun Ridge. It is not provided because it is not required. Anything that would need to be done onsite can be accomplished remotely via Bomgar. Should you find a problem with RIMS, you report it to our Customer Service engineer via our toll-free number. With respect to ‘reach back,’ if reported by phone we often can satisfy the caller immediately; in general, we strive to provide service and assistance as expeditiously as possible as follows:

- Most issues can be resolved with the initial phone call.
- For problems that cannot be immediately resolved, we will work to resolve the problem based on the severity of the problem and the urgency reported by department.
- For problems in which your system is completely inoperable due to a RIMS software problem, our personnel will work with your department continuously until the situation is resolved.
- For problems that have a lesser though continuing impact on operations of your department we will endeavor to provide a solution or work around within 72 hours.
- For lower priority problems we may, at our discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product release.

Remote access must be available to our support staff. We use Bomgar secure remote access software. We will access your system only with your permission. We will use this link to examine data files, update and repair them when necessary, and download maintenance-related logs automatically maintained by the RIMS software. We will also use this line to upload fixes to problems to your system when appropriate.

Response to RFP paragraph d)

Our training is comprehensive and thorough in that it is intended to prepare personnel to begin using RIMS operationally within days of the conclusion of the training program yet the training courses are brief. They are brief because RIMS is so easy to learn. The short duration courses have proven to be just right based upon the many times we have given them. Our training plan is designed around satisfying the following objectives:

- Provide all personnel with the knowledge necessary to become productive RIMS users. This training must also be keyed to the job responsibilities of trainees (dispatcher, officer, records clerk, etc.).
- The training plan must take into account that personnel will have limited time available for training, due to scheduling, overtime, and operational considerations.

One concept is key to our training: "hands on" training. As with any software product of any complexity, true "mastery" of the product will only occur through operational experience with it. However, the training program must get users over the initial hurdle of being able to do useful work. The only way to do this is to include extensive, supervised, hands on "operation" of RIMS as part of the training.

After the training program has been completed, you should almost immediately begin operational use of the system. You can delay while your people spend more time familiarizing themselves with the software, however, our experience shows that if you delay for very long, the majority of users will regress rather than advance.

When you train new users in the future, you may choose to contract with us for the training. However, almost all departments have found this unnecessary: RIMS training becomes part of *your* training curriculum. New users learn RIMS as they learn the rest of your operations. RIMS can be configured with a separate training database that permits trainees to practice all functions without touching your "live" data.

Our proposal includes the following courses:

Initial Setup Training

This 8-hour (via 2x4 hour sessions) class is provided at the conclusion of installation and prior to the start of any other training. The training is provided over the phone and via remote access to your system. Students are staff and supervisors who will be responsible for initial and long term security setup and street file and table maintenance. These will become your RIMS "system administrators". Staff identified as system administrators should be scheduled into all the following classes.

RIMS Configuration and Setup ("RCS")

This three-day session consists of a review of your operational procedures and identifies processes or decisions points a department must make to optimize its use of RIMS. Demonstrations of specific RIMS functionality pertaining to the department's operational decisions points may be included.

CAD (Dispatcher) Training

This two-day class covers all aspects of RIMS dispatch. Students are all dispatch personnel as well as those identified as system administrators. It includes taking calls for service and officer-initiated activity. Dispatching units, verifying reporting party information and location information, along with the information regarding the call is the primary training focus. Requesting case numbers and vehicle tows, completing the calls with a disposition and all other aspects of dispatching are also covered. Role playing is included to maximize real-life situations.

Officer/Mobiles/RMS Training

This two-day class covers complete officer report (Case) entry, including face page, persons involved, property, vehicles, narratives/supplements, photographs and attachments. The basic case entry also includes gleaned information from the dispatched call via RIMS. Also covered are incident summaries, citations, property and vehicle records, offender files, warrant files, FIs and detailed person file (Master Name Index) entry. An introduction to Case Management and exhaustive use of RIMS searching and location history files is also covered. The report review and approval cycle is also reviewed. The course is geared towards officers and investigators however, since it is such an integral part of RIMS, Records staff must attend as well.

Mobile Training

This one-day class is geared specifically to the officer at CCCCPD since they will only use Dispatch and CLETS related functions in RIMS Mobiles.

Records Training

This one-day session focuses on all other aspects of the RIMS Records system. In addition to records staff, property room and evidence techs should attend. This course includes Case Management, the Uniform Crime Report, along with all other Records duties. Included are bicycle, vehicle maintenance, subpoenas, citations, entry of offender files and much more.

System Administrator Follow-up Training

This is a one-day follow-up session to the original Initial Setup Training to review outstanding system setup items and ensure that the configuration tables and geographic data files are ready for production use. Students are the designated system administrators.

Summary of Proposed Training

The following training/number of sessions are included in this proposal. We would like to confirm the number of classes, availability of classroom locations, and staff attendance per class with you during final negotiations.

Subject	Remote	Onsite	Sessions Offered	Days Per Session	Total Days
RIMS Configuration and Setup	X		1	3	3
Dispatcher Training		X	3	2	6
Officer/Mobiles Training		X	8	2	16
Records		X	3	1	3
Admin Review		X	3	1	3
Mobile Training - CCCCDPD Only		X	2	1	2

Response to RFP paragraph e)

Please find a completed response matrix at the end of this proposal as Attachment A.

Response to RFP paragraph f)

There is no “end-of-life” date for any of our products. RIMS 27 (released late Spring 2020) is a direct successor of RIMS version 1 of more than 30 years ago. That is, no RIMS version has ever been declared the “end of the line” with an “all new” expensive replacement offered in its stead. In fact, it is a considerable tribute to the original system design, particularly the database design, that the 21st century RIMS is still the most comprehensive, easy to use CAD/RMS/JMS software available. And, far from being static, the pace of evolution of RIMS has actually been increasing in recent years. The annual new version of RIMS CAD/RMS has been averaging about 100 new features and enhancements (not fixes) each year with more than 120 enhancements in the most recent version.

There has never been a charge for a new version of RIMS for those paying for annual support and updates. (We release updates to a given version for bug fixes as needed throughout the year.) The following are our response to your questions:

- 1. How frequently and under what circumstances is updated software provided?**

Minor updates are provided throughout the year on an as needed basis to correct problems in the software and implement small enhancements. A major new version is released once each year.

2. How will the Cities be notified of available updates?

Agencies are notified of updates and new versions via email.

3. What is involved in implementing a maintenance update?

For minor updates, a function built into the software is used to download the updated version to your server. Users automatically get the new version when they next sign on. For the annual new version, a program that updates the database structure is made available for download. Running the database update program is as simple as starting the program and clicking an Update button. Updating to the new version is otherwise the same as for minor updates. There is no downtime for maintenance update, less than 30 minutes for the annual new version update.

4. What is included in an upgrade or update?

An “update” is released as needed throughout the year to address a reported issue with the software. An “upgraded” is a version release of the software, which typically includes more than 100 product enhancements or features.

5. Will the Cities incur any costs to the vendor to implement updates?

There are no costs to the agency to implement updates unless you experience problems not the fault of Sun Ridge Systems that require significant time on our part to correct, a rare occurrence.

6. Does the vendor ever charge for updates or new versions of products licensed to the Cities? If so, under what circumstances?

There is never a charge if you are contracting for support services.

7. How frequently does the vendor release new, enhanced versions of the software? About how many enhancements would be expected with these new versions? When was the most recent version released?

A significantly enhanced new version is released once a year. The CAD/RMS/JMS new version typically includes 70-100 enhancements --- additional functions and

features. The last version of RIMS, v27 was released in June 2020 and included over 100 enhancements.

8. With new versions, what is the vendor's approach to migration from earlier versions? How long will the system be expected to be down to implement a new version?

A database update program we provide with each annual new version quickly makes all the changes to your database needed by the new version of RIMS. Depending on the number of database changes, the downtime may last from 10 minutes to perhaps as long as 30 minutes.

Your sample contract (Paragraph 2.9) requests that an escrow account be set up for the software. Your purchase of RIMS provides software licenses. Just as if you were buying a product from Microsoft. As with Microsoft products, you do not have access to the source code. We have had agencies in your situation request a source code escrow, but everyone has rescinded the request when we explain the size and complexity of the RIMS code that would realistically make it useless to you if you were ever to have occasion to claim it out of escrow.

Sun Ridge can provide the database data dictionary upon request.

Response to RFP paragraph g)

We look forward to discussing and reviewing your contract "Agreement" with you. The Agreement appears to be missing some key items commonly found in a project of this kind. As examples, there is no provision for a project schedule or statement of work.

As written, Sun Ridge would take exception/recommend changes to the following paragraphs:

3.4 Documentation. This requires documentation be provided in "hard copy." In the State of California that would trigger the Cities being responsible for paying sales tax on all the software. We doubt this is what you intend.

3.5 Software license. If the media containing the software is delivered to the Cities that same sales tax responsibility is triggered as above.

4.2 Invoices. This requires monthly invoices. For projects like this it is better to have milestone payments based on key points being achieved, such as software installation, training completed, project completed.

4.4 Reimbursable expenses will not be applicable to this project.

5.4/5.5 We disagree with the description of the performance test and final acceptance. We have never used formal functional test plans, performance test plans and acceptance test plans in any project we ever done. They are very expensive and time consuming, with months on the schedule required just to come to agreement on defining the tiny details of such "plans." Given that thousands of people every day use the same RIMS you will be using, we consider them to be superfluous and have proven that to be true for many years. Ask our customers, please.

Our approach to system testing and acceptance is described in Attachment C.

7. Indemnification. We may request wording changes.

This list is not necessarily all inclusive.

5. References

When you have over 200 satisfied customers, it is difficult to stop with merely five references! We are providing references for not only the past five years, but also some long-term RIMS users who also happen to be in close geographic proximity to you.

Again, we encourage you to check our website for ALL our California agencies:

<https://sunridgesystems.com/home/rimsmarkets/california-rims-agencies/>

Reference #1

Agency Name:	Albany Police Department (with Kensington PD)
Department Name:	Albany Police Department
Address:	1000 San Pablo Ave Albany, CA 94706
Contact Person:	John Geissberger
Title:	Chief
Telephone Number:	(510) 528-5789
E-Mail Address:	JGeissberger@albanyca.org
Name and Version of Software Modules or Products Installed:	Current versions of: CAD, RMS, Mobiles/AFR, CLETS Link, E911 Link, Officer Training Management, RIMS2Txt, Property Room Bar Coding, AXON Link, Fire Station Printing, Fire RMS Link, PredPol Link
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	On Premise Windows Server and SQL
General Description of Services Performed:	Installation, training, maintenance support
Dates for Performance (Go-Live Date, Project Duration in Months):	Go Live February 2014. Project duration 6 months

Reference #2

Agency Name:	Vallejo Police Department
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Department Name:	Vallejo Police Department
Address:	111 Amador Street Vallejo, CA 94590
Contact Person:	Jo Ann Alcantara
Title:	Records Supervisor
Telephone Number:	707-651-7172
E-Mail Address:	jalcantara@ci.vallejo.ca.us
Name and Version of Software Modules or Products Installed:	Current versions of: CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, CLETS Link, E911 Link, iRIMS/Law, RIMS2Txt, Property Room Bar Coding, Fire Station Printing, Fire RMS Link, Coplogic Link
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	On Premise Windows Server and SQL
General Description of Services Performed:	Installation, training, data conversion, maintenance support
Dates for Performance (Go-Live Date, Project Duration in Months):	Go Live February 2014. Project duration 6 months

Reference #3

Agency Name:	Newark Police Department
Department Name:	Newark Police Department
Address:	37101 Newark Blvd. Newark, CA 94560
Contact Person:	Jeremy Beck
Title:	Records Supervisor
Telephone Number:	510-578-4365
E-Mail Address:	JEREMY.BECK@NEWARK.ORG
Name and Version of Software Modules or Products Installed:	Current versions of: CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, CLETS Link, E911 Link, Collaborate Data Sharing, Citizen RIMS, TIMS, Property Room, Coplink, Coplogic, AFIS Link

Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	On Premise Windows Server and SQL
General Description of Services Performed:	Installation, training, data conversion, maintenance support
Dates for Performance (Go-Live Date, Project Duration in Months):	Go Live August, 2013. Project duration 3 months

Reference #4

Agency Name:	Livermore Police Department
Department Name:	Livermore Police Department
Address:	1110 South Livermore Avenue Livermore, CA 94550
Contact Person:	Greg Park
Title:	IT Manager
Telephone Number:	925-371-4913
E-Mail Address:	gpark@cityoflivermore.net
Name and Version of Software Modules or Products Installed:	Current versions of: CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, CLETS Link, E911 Link, Collaborate Data Sharing, iRIMS, Text-Paging Link, Fire Station Printers, Citizen RIMS, TIMS, Crossroads Link, AutoCite Link, Firehouse Link, FileOnQ Link, Laserfiche Link
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	On Premise Windows Server and SQL
General Description of Services Performed:	Installation, training, data conversion, maintenance support
Dates for Performance (Go-Live Date, Project Duration in Months):	Go Live February, 2016. Project duration 8 months

Reference #5

Agency Name:	Fairfield Police Department
Department Name:	Fairfield Police Department
Address:	1000 Webster Street Fairfield, CA 94533
Contact Person:	Dawn Shepherd
Title:	Police Support Manager, Records/Property & Evidence, Facilities
Telephone Number:	707-428-7625
E-Mail Address:	DSHEPHERD@fairfield.ca.gov
Name and Version of Software Modules or Products Installed:	Current versions of: CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, CLETS Link, E911 Link, Coplogic (aka Nexis-Lexis) interface, Collaborate Data Sharing, iRIMS, Text-Paging Link, Fire Station Printers, Citizen RIMS, Crossroads Link, ESO Link, Firehouse Link, FileOnQ Link
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	On Premise Windows Server and SQL
General Description of Services Performed:	Installation, training, data conversion, maintenance support
Dates for Performance (Go-Live Date, Project Duration in Months):	Go Live May 2011. Project duration 8 months

Reference #6

Agency Name:	South San Francisco Police Department
Department Name:	South San Francisco Police Department
Address:	33 Arroyo Drive, Suite C South San Francisco, CA 94080
Contact Person:	Daryl Jones
Title:	IT Manager
Telephone Number:	650-590-1801
E-Mail Address:	daryl@tcomeng.com

Name and Version of Software Modules or Products Installed:	Current versions of: CAD, RMS, In-Station Mapping, Mobiles/AFR, Mobile Mapping, CLETS Link, E911 Link, Collaborate Data Sharing, Text-Paging Link, Property Room Bar Coding, Coplink Link, AutoCite Link, Karpel Link
Technology (including hardware platform, database platform, operating system, and whether on premise, SaaS, or Hosted):	On Premise Windows Server and SQL
General Description of Services Performed:	Installation, training, data conversion, maintenance support
Dates for Performance (Go-Live Date, Project Duration in Months):	Go Live October 2004. Project duration 6 months

6. Costs

The following is our costs for all items included in our proposal.

ITEM	PRICE
Computer Aided Dispatch Software	\$208,000
Records Management Software	\$163,300
Mobile Computer Software	\$125,000
E 9-1-1 Link Software	\$19,500
Digital Imaging Software	Included with RMS
State Interface Software	\$19,500
CAD and Records Mapping Software	\$54,000
Mobile Mapping Software	\$19,500
Property Bar Coding Software	Not Proposed – duplicates File-on-Q
Paging/Text Software	\$7,400
Officer Field Reporting Software	Included with Mobile Computer Software
Mugshot/Digital Imaging Software	Included with RMS
CopLink Interface Software	Not Proposed nor required -Done by Coplink
CopLogic Interface Software	\$7,100
CrimeReports.com Interface or similar Public Access Software (Citizen RIMS)	\$20,200
AutoCite Interface Software	\$5,400
Bar Coding Equipment	Not Proposed – Part of File-on-Q
Data Conversion	\$105,000
Vendor Specific Equipment (if any)	None
Software Customization (from table below)	None Proposed
Database Software	Not Proposed
Additional Items or Costs Required by Vendor's Solution	\$207,862

ITEM	PRICE
Mug Shot and Digital Imaging Software	Included in RMS
Automated Fingerprint Identification System Link Software	\$8,300
Text Paging Software	Duplicate of Paging/Text Software Above
Alarm Panel Link Software	\$8,100
ARIES Interface	Not Proposed – Data accessed directly by Aries
Shotspotter Interface	Not Proposed – More information needed
File on Q –Evidence Module Interface	\$16,200
Cop Logic Citizen Reporting – SPPD Interface	Duplicate of Cop Logic Interface Software Above
Bob Cop Citizen Reporting Hercules PD Interface	Not Proposed – More information needed
AXON Interface – All Tri-City Agencies	\$9,600
JAWS – Justice Automated Warrant System County Warrant System Interface	Included in CLETS State Interface Software
Peregrine – All Three Tri City Agencies Interface	Not Proposed – More information needed
Vigilant Interface – All Three Tri City Agencies	\$12,000
Livescan – Gemalto Interface San Pablo PD	Duplicate of Automated Fingerprint Identification System Link Software above
SMART GEO Interface – Pinole PD	Not Proposed – More information Needed
Electronic Citation system SPPD potential for all Tri-City Agencies	Duplicate of AutoCite Interface Software above
Training Management System	\$12,300
Project Management	\$94,000
First Year Software Maintenance, Support, and Updates	\$107,309
Second Year Software Maintenance, Support, and Updates	\$107,309
Third Year Software Maintenance, Support, and Updates	\$107,309
Total	\$1,444,189

Note: Sales tax is not to be included in the pricing; however, the City is not exempt. An 8.5% sales tax will be added at the time of purchase. *(Be aware that software is not taxable in California if it is provided entirely electronically – no media provided that has the software on it and no printed documentation.)*

Customization and Modification Costs

Detail all costs associated with software customizations and modifications required to meet the system requirements.

ITEM	PRICE
None Proposed	\$0

Additional Proposal Items

The following form shall be used to price additional optional items requested by the City as well as additional items or proprietary hardware the Vendor may care to propose.

Any additional support cost that will be incurred with these items shall also be listed.

ITEM	PRICE
iRIMS Law Mobile App Software	\$35,800
First Year Software Maintenance, Support, and Updates – IRIMS Law	\$5,370
Second Year Software Maintenance, Support, and Updates – IRIMS Law	\$5,370
Third Year Software Maintenance, Support, and Updates – IRIMS Law	\$5,370
Crossroads Collision Import Software	\$6,600
First Year Software Maintenance, Support, and Updates – Crossroads Collision Import	\$990
Second Year Software Maintenance, Support, and Updates – Crossroads Collision Import	\$990

Third Year Software Maintenance, Support, and Updates – Crossroads Collision Import	\$990
Map Data Engineering	\$6,000
Installation and Training	\$140,382
Total – Additional Proposal Items	\$207,862

Additional Costs

Will the Vendor commit to keeping the annual support cost the same for the first six years (the three years quoted above plus three more)? If not, what price guarantee is the Vendor willing to offer for the cost of future support years?

Sun Ridge agrees to keep the annual support costs the same for Years 2 and 3 after system cutover.

For Years 4 – 6 after cutover, Sun Ridge would agree to a nominal 2%/year increase.

If the Vendor's software is sold per user or position, what will be the additional cost for adding future users and/or positions to the system? What is the procedure for doing so? What price guarantee is the Vendor willing to offer for the cost of future years?

All Sun Ridge software is sold as a site license. There are no additional software license fees due should you add future users or positions to the system.

ITEM	PRICE

Attachment A – Response to Systems Specification Table

We have responded in detail to the Functional Requirements spreadsheet. We have been conscientious in our responses in comparing your requirements to our products, however, it must be understood that briefly stated requirements are sometimes subject to multiple interpretations --- our interpretation may not match your intention. Our proposal is for our off the shelf products.

3.1 General System Requirements

REQUIREMENT	RESPONSE	REFERENCE
The system proposed is Microsoft Window based.	I	
The system runs on a Windows 2010 through 2016 Server/Windows 8 Professional or later platform.	I	
CAD and Records Management are one integrated system, not two systems interfaced to each other.	I	
System offers a browser based interface for public information that is easily managed.	I	
All proposed application software is from one Vendor. Separately identify the software of other Vendors if present.	I	
Required Migration of all existing CAD and RMS data.	I	

3.1.1 User Features

REQUIREMENT	RESPONSE	REFERENCE
The system recognizes and provides for simultaneous handling of multiple transactions. Configurable to Agency needs.	I	The system can handle simultaneous transactions, there is no need to configure, it is automatic.

The system utilizes function keys for frequently used CAD transactions, e.g. Incident Initiation. Configurable to Agency needs.	I	Preset by Sun Ridge, not configurable, but more than 1 option available in nearly all cases
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3.1.1 User Features – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system automatically checks reference data files during data processing. Configurable to Agency needs.	I	No configuration necessary, RIMS does all the processing.
The system utilizes well organized, easy to read screen formats. Day / Night mode available. Configurable to Agency needs.	I	Day/Night in Mobiles, Custom Mode in Dispatch per user, however unit status colors must remain the colors selected by the agency to remain consistent.
On line help is available via keystroke or menu item.	I	
The system automatically validates entered data with automatic presentation of valid values when an invalid value is entered. Configurable to Agency needs.	I	

3.1.2 Commands, Menus, Function Keys, and the Mouse

REQUIREMENT	RESPONSE	REFERENCE
The system utilizes not less than four (4) methods of initiating actions: command entry, menu selection, function key, and mouse selection to accommodate user preferences. Configurable to Agency needs.	I	.
The command entries consist of a command identifier and data parameters in conjunction with a function key (if necessary). Configurable to Agency needs.	I	

Command entries are available for all commonly used dispatch functions where the number of data items to be entered makes this method of entry desirable (as opposed to displaying and filling in a form). Configurable to Agency needs.	I	
Menu selections extend to multiple sub-menus, where appropriate.	I	

3.1.2 Commands, Menus, Function Keys, and the Mouse – Continuation

REQUIREMENT	RESPONSE	REFERENCE
Menu selection is available for all functions that are performed by occasional, casual users of the system. Based on security preferences.	I	Based on the user security level and workstation security level.
Function keys are used to implement commonly used dispatch functions. And/or Command Line.	I	
Function keys are used for single key retrieval of blank incident forms and/or Command Line.	I	
Most functions can be initiated using the mouse.	I	
Keyboard commands are available to duplicate mouse functions for CAD.	I	In nearly all cases a keyboard shortcut of Alt-(key) is sufficient.

3.1.3 Multiple Screen Functionality

REQUIREMENT	RESPONSE	REFERENCE
The system supports execution and maintenance of simultaneous events for different agencies.	I	
Multiple simultaneously open application windows are supported. For example, a user can have an incident, person, and vehicle records all displayed simultaneously. ORI Based	I	“ORI Based” is not relevant

3.1.4 Interfaces

REQUIREMENT	RESPONSE	REFERENCE
Contra Costa County Message Switch (via AWS Interface to make CLETS queries from within CAD & RMS). Refer to Section 3.8.	I	
LaserFiche Imaging (transfers photos and associated Identifying information into RMS).	N	Not proposed. Not proposed pending availability of detailed information
Cogent AFIS (transfers AFIS ID number into RMS MNI record and sends LiveScan mandated fields back to AFIS; bi-directional).	I	
Contra Costa County ARIES interface or equivalent such as LINX or C.R.I.M.S. The ability to export persons, locations, vehicles, case, FI, and citation data to a data warehouse.	N	Provided by ARIES directly as has been the case for other RIMS installations in the County.
Contra Costa County ARIES interface to support the ability to collect information from the RMS and populate it into the JMS pre-booking module.	N	Not proposed pending availability of detailed information
The system supports the ability to import data from field-data collectors such as handheld computers, smart phones, etc.	I	Our iRIMS/Law mobile app is proposed for this purpose. iRIMS is a RIMS app that supports data entry and retrieval from RIMS. There is no provision for generic importing from other vendors' mobile apps
System provides an interface capable of selectively sharing CAD and RMS data with other agencies either using the same product or a competitive product.	N	Not proposed but RIMS Collaborate Data Sharing software provides selective data sharing with other RIMS agencies
System has the ability to produce an electronic file for submission to the California DOJ E-CARS system.	I	RIMS has it, but it will be obsolete by the time your system is installed. Our CIBRS link will be used instead.
System provides / supports an interface with CopLogic software.	I	
System provides / supports an interface with Auto Cite software.	I	

System provides / supports an interface with SmartJustice.	N	DOJ is no longer supporting this initiative.
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3.1.5 Security Considerations

REQUIREMENT	RESPONSE	REFERENCE
All system users are required to sign onto the system before being given access to any system function. ORI BASED	I	(In this section, the phrase “ORI BASED” is included in a number of requirements where it has no applicability.)
The sign on form includes fields for user ID and password. FBI CJIS	I	
The password is not displayed when entered. ORI BASED	I	
After the password is verified, the system automatically attaches the user to a security group that determines what system functions he or she may access ORI BASED	I	The user will be set at the security level of the user or the workstation, whichever is the lower of the two.
Security granularity extends to individual control of access to view, modify, add and delete functions for each application screen. ORI BASED	I	
The passwords and security group assignments are changeable by authorized personnel only at the highest security level. ORI BASED –Two Factor Verification	I	RIMS adheres to the very latest requirement by DOJ/FBI, in terms of passwords. 2 factor authentication is used for iRIMS and Mobiles.
The security groups are configurable. Data Dictionary in layman terms – ORI BASED	I	“Data Dictionary” and “ORI Based” have no relevance to security groups.
The System Manager is able to create and modify security groups, defining system access down to the function level. Data Dictionary in layman terms.	I	“Data Dictionary” has no relevance to security groups. It is meta data embedded in the SQL database that describes the database in descriptive text.
The System allows the tracking and audit of user logins.	I	
The system allows the tracking of users that access, view, print, search, edit, delete, or modify a record or report.	I	
Each terminal shall have a security group setting.	I	

3.1.6 Single Point Data Entry

REQUIREMENT	RESPONSE	REFERENCE
Data entered into the system either directly or indirectly is propagated to all relevant databases.	I	
Data entered into the system either directly or indirectly is available to all relevant system functions. And/or removed either directly or indirectly	I	
Once entered, there is no requirement for re-entry of data to satisfy the needs of a different sub-system.	I	
All modules of the system are completely integrated.	I	

3.1.7 Call Taker / Dispatcher Functionality

REQUIREMENT	RESPONSE	REFERENCE
The system supports a call taker taking the call, filling in the incident form, and automatically be sent appropriate dispatcher. No routing – ORI BASED	I	The reference to “No routing” is not understood. “ORI Based” is not relevant.
The system shall route the incident to the appropriate dispatch position. Fire is not dispatched in our system. Policy driven /ORI based.	I	“ORI Based” is not relevant
The dispatcher receives an audible and/or visual indication that a new incident has arrived for dispatch.	I	
The system shall be flexible enough to allow any position to be used for any system function, dispatching, call taking, and records. (Security Based)	I	
Changing a workstation’s function shall not require reconfiguration of the system. (Security Based)	I	

3.1.7 Call Taker / Dispatcher Functionality – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system should allow for the clearance of “RT or RTF” (Report Taken/Report to Follow) to be attached to the Officer/Unit requesting the clearance and not the Primary Unit (First Unit Dispatched/On Scene)	I	Primary units may be changed on the fly, 3 dispositions are captured, if up to 3 officers give a disposition.

3.1 CAD System Functions

Key to the Computer Aided Dispatch portion of the system is incident handling. Since this is a particularly critical function, it is important that its implementation be as complete and easy to use as possible.

3.1.1 Incident Entry

REQUIREMENT	RESPONSE	REFERENCE
Two incident formats shall be provided for the entry of incident information, one for calls for service from the public, and the other suitable for officer initiated activity.	I	

The call for service screen shall allow entry of the following information: • Incident location to include full address, apartment number, suite number, and city with GIS address validation. • Incident type • Response priority • Caller name, address, telephone number, location of caller • Incident details • Vehicle information (license plate, make, model, year, color) • Contact PH # field should have the ability to list two contact numbers • Configurable to needs of the agencies	I	The screens are set, there is no configuration necessary. There is 1 field for the RP contact phone number, but nearly unlimited space in the description to add more and make that entry confidential, so it will not print for non-agency viewing.
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REQUIREMENT	RESPONSE	REFERENCE
The incident location and city information shall be validated against a geographical database immediately after entry.	I	
The incident type shall be validated when entered.	I	
Validation shall take one second or less.	I	
The response priority shall be a function of the incident type but enterable by the call taker as well – Configurable to agency needs.	I	Configurable, in the sense that the dispatcher may change the priority at any time.
The incident details shall allow at least 150 characters of text to be entered at one time.	I	Many more characters than 150 to allow for copy/paste if needed
Vehicle information shall be recorded as data items, not just text – Include CLETS Data.	I	Vehicles added will automatically be run through DMV and the returns added to the incident
The officer form shall be designed to facilitate entry of traffic stops.	I	
The officer form shall allow the easy entry of unit, location, plate, make, model, colors.	I	

The officer form shall support other officer initiated incidents and shall not be limited to traffic stops.	I	
Upon entry of a vehicle license plate, the CAD System shall immediately search its database and retrieve make, model, year, color and CLETS information directly into the form.	I	A vehicle is generally automatically run though CLETS when entered, however, the return is separately display (and permanently added to the incident) rather than being added "directly into the form."
Upon entry of a vehicle license plate, the CAD System shall immediately display a history of recent contacts with the vehicle.	I	

REQUIREMENT	RESPONSE	REFERENCE
Upon entry of a vehicle license plate, the CAD System shall look up the person associated with the vehicle and display pertinent information about the person including but not limited to recent contact history, officer safety notations, and arrest, warrants, CLETS data, and suspect information.	I	Yes, for Officer Initiated Activity
The system should allow for the clearance of "RT or RTF" (Report Taken/Report to Follow) to be attached to the Officer/Unit requesting the clearance and not the Primary Unit (First Unit Dispatched/On Scene)	I	
After initial entry of information, the system shall verify the incident location against a geographical database (ESRI ArcGIS GEO file).	I	The GEO info is immediately verified, except if the agency wishes to verify upon saving for Officer Initiated Incidents via an agency setting. That setting will validate the GEO information upon saving the form.
The geographical database shall be capable of verifying locations entered as street addresses, street names, hundred blocks, place names, and intersections without relying on exact matching of entered location.	I	As long as the first letter or two are correct (not including the use of wildcards) a match or match list will be presented

The geographical database shall be capable of attaching documents to a verified location.	I	
Partial street place names and Soundex-type matching shall be supported.	I	
Multiple matches of the entered location shall result in a matches list from which the user can select the correct location.	I	
The GEO file shall return the nearest cross street and the standard spelling of the location to facilitate historical retrieval.	I	

REQUIREMENT	RESPONSE	REFERENCE
The system shall automatically search its database for previous incident history and shall retrieve and display summaries of the ten (10) most recent incidents at the location.	I	
The system shall automatically search its databases for reporting party information and shall retrieve and display summaries of the ten (10) most recent contacts with the reporting party.	I	
The system shall automatically search its databases for premise information unique to the location and shall, when available, display a button or icon the user can select to display the information. This record may contain hazardous material information, the names of emergency contacts (for businesses) or special handling information for residents who may be handicapped or elderly.	I	
There shall be a visual feature to easily mark a comment as urgent or important.	I	

There shall be a visual to let the call taker know that the caller's phone number has been linked to other incidents and should take a mouse click or similar to retrieve the information.	I	
The system shall search its databases for vehicle history and shall retrieve and display (for traffic stops) summaries of the most recent five contacts with a vehicle whenever one is entered as part of an incident.	I	

REQUIREMENT	RESPONSE	REFERENCE
The system shall automatically search its databases for street information and shall retrieve any available information about the street location from the geographical databases.	I	
The most important available information shall be automatically displayed for dispatchers with indicators to alert the dispatcher to the availability of other pieces of information.	I	
The dispatcher shall be able to display the retrieved information via a short key sequence, a function key, or mouse.	I	
The system shall interface with an E9-1-1 controller to automatically receive caller location and telephone number information when an E9-1-1 call is received. Outline capabilities for Text to 9-1-1.	I	The text message is converted to a regular E9-1-1 format (with the text) and handed off to CAD with a code denoting that it is a text message
Receipt of the E9-1-1 information shall cause the CAD system to automatically present the information in an incident entry form at the answering call taker position.	I	

The system shall automatically check for and display a list of previous incidents at the E9-1-1 supplied location.	I	
E9-1-1 Phase II caller location is supported with the caller's location or probability circle automatically drawn on the CAD map for the call taker.	I	

3.2.1 Incident Entry – Continuation

REQUIREMENT	RESPONSE	REFERENCE
When the user commits the transaction, the system shall assign a system generated incident number to the incident and record the date, time and dispatcher handling the call. The number shall be unique number not used anywhere else in the system.	I	

3.2.2 Incident Handling

REQUIREMENT	RESPONSE	REFERENCE
The dispatcher shall be able to update the existing incident information once the incident has been created.	I	
The dispatcher shall be able to add an unlimited number of additional comments once the incident has been created via command line or mouse.	I	
Each additional comment added to an incident record shall be time and date stamped.	I	
The dispatcher shall be able to assign an unlimited number of additional units to an incident.	I	
The dispatcher shall be able to record all status changes from assigned units once the incident has been created.	I	

The dispatcher shall be able to clear units and close the incident once the incident has been created.	I	
The incident history shall always be shown as part of the incident detail display.	I	

3.2.2 Incident Handling – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The incident display must include all times for the incident: call received, entered, dispatched, enroute, unit clearing, onscene, closed.	I	
The incident display must include all times for each unit assigned to the incident: dispatched, enroute, onscene, clear, dispatched-to-onscene, onscene-to-clear, dispatched- to-clear.	I	
Multiple incidents can be simultaneously displayed and updated.	I	
There must be a way to enter and schedule incidents to appear at a later date and time, either once or periodically. Such incidents should automatically appear in the incident queue at the specified time. It should also be possible to pre-assign a specific unit to the incident when it is scheduled.	I	
The system shall include the ability to attach photos to an incident.	I	

3.2.3 Unit Recommendation and Dispatch

REQUIREMENT	RESPONSE	REFERENCE
The system shall be able to recommend units to respond to police incident.	I	

Response algorithms shall be based on incident location, incident type, unit availability, and GPS location.	I	
For police responses, the recommendation shall show the beat unit, if available or an unavailable unit from an adjoining beat if the beat unit is not available.	I	

REQUIREMENT	RESPONSE	REFERENCE
The dispatcher shall be able to accept the recommended dispatch with a single key or edit the recommendation as needed.	I	
For officer initiated incidents, the unit will be the unit calling; the unit will be entered on the initial incident form and will automatically be on scene, unless another option is chosen.	I	
There shall be a customizable screen for dispatchers and call takers.	I	The location and size of the forms can be defined and saved by each user.
The system must support multiple command lines.	I	
Dispatchers must be able to free and hold a unit in one simple command.	I	
The system must support NCIC queries via the command line.	I	
The system shall allow multiple case numbers per incident in one command.	I	
The system shall be able to create a case number from an incident without reopening the incident	I	
There shall be a log of unit's prior incidents. ORI Based	I	"ORI Based" is not relevant
There shall be a log of unit's prior status changes. ORI Based	I	"ORI Based" is not relevant
The system must compile and print a Shift Bulletin. Configurable to agency needs. ORI Based with Configurable Security Rights.	I	Not configurable, but editable after creation. User must have the ability to run a shift bulletin. understood. It is not agency configurable.

The system must compile and print a Media Bulletin. ORI Based with Configurable Security Rights.	I	It is not agency configurable
The system shall have an ad hoc searching ability to search incidents by time of day, day of week, unit, officer, location, type, etc. ORI Based with Configurable Security Rights.	I	Full searching of all fields in the incident table. Search results may be manipulated in the grid to show specific columns, grouping, and sorting. Security is user based, not by agency

REQUIREMENT	RESPONSE	REFERENCE
The system shall be able to print a full sanitized version of an incident suitable for the public. ORI Based with Configurable Security Rights.	I	"ORI Based" is not relevant
The system will have many built in reports that only require a date range; time response charts; time spent at locations; officers and dispatcher activity, false alarm reports, etc. ORI Based with Configurable Security Rights.	I	"ORI Based" is not relevant

3.2.4 Unit Handling Functions

REQUIREMENT	RESPONSE	REFERENCE
The system must have the "Free a Unit" command to return a unit to a clear status but not close the incident the unit has been assigned to.	I	
The system must have the command "Reassign a Unit" to reassign a unit from one incident to another, returning the first incident to the pending status rather than closing it if there are no other units assigned to the first incident.	I	
The system must have the command "Exchange Units" to dispatch a unit to an incident while simultaneously clearing a unit it is replacing.	I	

The system shall have an easily entered "pursuit mode" to facilitate entry of continuous narration of vehicle and foot pursuits. In pursuit mode, each time the dispatcher presses ENTER the current entry shall be recorded with a time stamp and a new entry line presented.	I	
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3.2.4 Unit Handling Functions – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The dispatcher must be able to hold one or more pending incidents for a particular unit with an indication in the incident status display.	I	
The system must have the ability to have a Unit location different from the Incident location.	I	
The system must have the ability to attach the issued case number to the responsible unit (Beat Unit) not the primary or first unit on the scene.	I	

3.2.5 Rotation Towing

REQUIREMENT	RESPONSE	REFERENCE
The system shall be capable of recommending a vehicle tow company upon request.	I	
The tow company recommended shall be the next company on the rotating list.	I	
The frequency of rotation shall be configurable, i.e., each call, daily, weekly, etc.	I	
The system shall be capable of allowing the manual selection of "next up" on the tow list.	I	
The selected tow company shall be recorded in the incident record.	I	

The system shall handle tow requests for big rigs, RVs, hazmat and driver's choice.	I	
The system must allow a dispatcher to manually select a rotational tow.	I	

3.2 Police Records Management Functions

3.2.1 Master Name File

REQUIREMENT	RESPONSE	REFERENCE
The Master Name file maintains the database of persons encountered by the agency.	I	
Master Name information is entered as part of other data entry, i.e., incident, officer reports, citations, but can also be entered directly into the database.	I	
The system matches new information to the Master Name file with existing persons in the database when appropriate.	I	
The Master Name file has two parts for each person: personal information (name, address, height, weight, etc.) and the history of contacts with the person.	I	
When a Master Name record is displayed, both parts of the record are displayed.	I	
The personal information may be a subset of the total if all the information cannot be accommodated on the screen, but the rest shall be retrievable via a single key stroke or mouse click.	I	There are actually as many as 15 screens of information for each person.
The history display shall always initially display the most recent encounters with the person.	I	
The Master Name function shall include the ability to page through the Master Name file.	I	

The Master Name function shall include the ability to page through the Master Name history for a given person.	I	
The Master Name function shall include the ability to add, update, or delete a Master Name record based on security rights.	I	

3.3.1 Master Name File - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The Master Name function shall include the ability to add, update, or delete a history entry based on security rights.	I	
The Master Name function shall include the ability to print a Master Name record with or without criminal history log information.	I	
The process used to look up a person in the Master Name file must be flexible enough to aid in locating the person when only a partial name or misspelled name is available, to include use of wild card searches.	I	

The logic of the Master Name look-up shall include: • Searching on the name as entered • Matching on any aliases used by the person • Searching on last name only • Searching for sound-alikes of the entered name • Match beginning of last name only • Allow the use of wildcards • Match on first name or any other field in the master name	I	“Any other field” look ups shall be made through the very robust Search feature
When multiple matches are found the user shall be given the opportunity to page back and forth through the list of matching names, looking at individual records as desired.	I	

3.3.1 Master Name File – Continued

REQUIREMENT	RESPONSE	REFERENCE
The system shall collect Scars, Marks, Tattoos that correspond the NCIC standards.	I	
The system shall support electronic file attachment.	I	
The system shall collect photographs or mugshots.	I	
The system must be able to create a photo line-up	I	
The system shall have the ability download all CLETS and NCIC forms into the system to include the data elements from CLEWS	N	RIMS provides more than 100 such forms

3.3.2 Police Reports

REQUIREMENT	RESPONSE	REFERENCE
The system shall support direct entry of police reports from information collected in the field by officers.	I	
The system shall provide a method for capturing DUI interviews and field sobriety test results, detailed information about incidents of Domestic Violence, comprehensive Traffic report module.	I	DUI interviews may be attached to a case. FST's may be pre-created through agency attachment forms (form fillable) and auto attach to the case. The same goes for DV, as the agencies may create their own fillable forms. Traffic reports are handled via a 555 that is created as a case in RIMS, with full search capabilities for statistics.
The system shall maintain a reports log.	I	
The reports log shall be easily viewed and browsed.	I	
The reports log shall contain the police report number, date, offense, officer, and status, at a minimum.	I	
A command shall be provided to permit easy generation of a police report number.	I	
Pertinent incident information shall be automatically transferred to the police report record from a CAD incident record when it is created.	I	
Police reports shall include a cover sheet - who, what, where, when.	I	

REQUIREMENT	RESPONSE	REFERENCE
Police reports shall contain information about an unlimited number of persons involved - personal information, connection to incident, and information specific to their connection (for victims, suspects, etc.).	I	
Information from police reports shall be automatically propagated to the Master Name File.	I	

The police reports shall contain vehicles involved information. Detailed vehicle information shall be recorded and propagated to the associated vehicle file.	I	
The police reports shall contain method of entry and other specific information required for the UCR/NIBRS/CIBRS reports.	I	
The police reports shall contain narrative and unlimited subsequent supplements.	I	
Integral spell checking for narratives and supplements shall be provided.	I	
The system shall allow the user to "cut and paste" text from a word processing program to a narrative/supplement.	I	
The police reports shall contain officer/reviewer signoff and report routing.	I	
The report screen shall include the ability to add an unlimited number of photos and other images to the report.	I	
The report screen shall include access to a log of all state queries associated with the report & the associated returns.	I	

REQUIREMENT	RESPONSE	REFERENCE
It shall be possible to associate an unlimited number of other files with the report (PDF, spreadsheets, etc.)	I	
A notes section (besides that associated with the case investigation) shall be included.	I	
Explicit tracking of assaults on officers must be included for each case.	I	
An approval log must be available to list all reports not yet approved by a supervisor.	I	

A method must be provided for supervisors to approve cases that includes; electronic routing of reports from supervisor to officer and back, from supervisor to records, from records to officer and back.	I	
The approval process must allow supervisors and records clerks to attach lists of problems with reports to the report for the officer to correct.	I	
The system shall allow Supervisors, based on security rights and ORI to make minor edits to the reports.	I	
The officer must be able to individually check off problems as corrected and the supervisor must be able to individually check-off corrected items as verified.	I	
Once approved, a case must be "locked," i.e., not subject to change (except for supplementary narratives) except by personnel with sufficient security level.	I	
The system must collect and tally solvability factors.	I	

REQUIREMENT	RESPONSE	REFERENCE
The system must support an agency creating their own fillable forms that auto-attach to the case.	I	
The system must support routing internally and externally for the case.	I	
The system must have a subsystem to support prosecuting attorney access.	I	
The case report must allow attachments for any supported Windows file, photographs, video, etc.	I	
The case must be able to be marked confidential, confidential to a specific division, confidential to a specific agency if multi-agency.	I	

The case report must have a visual notification if the case isn't to be released.	I	
The case report must be able to be redacted and saved electronically, as well as, watermarked within the case itself.	I	
Police Reports can be sealed – locking access to authorized personnel through RMS.	I	Meets CA DOJ requirements
The system allows the sealing of one subject / suspect on a report that has multiple subjects / suspects listed.	I	
Police Reports can be expunged through RMS.	I	Using the utility to seal person records or purge offenses from cases
A Court Discovery Packet can be printed from RMS with a watermark.	I	
The system allows a 2 step verification process.	N	Requirement would require further definition

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide a case investigation log by detective, officer, or all cases under investigation with features similar to the officer log report.	I	
The system shall provide a case investigation status detail display.	I	
The system shall provide appropriate status and progress reports.	I	Follow-up log, past due notifications, color coded log and more.
The system shall have a feature for assigning follow ups to both investigators and officers that will track the follow up due dates and work complete.	I	
Information kept for each case in the investigation file shall include detective, date assigned; follow up date, victims, suspects, investigation, court dispositions and date closed.	I	

There shall be a mechanism in place to allow the property officer to send inquiries to investigators and officers to request information regarding a piece of property.	I	
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3.3.4 Citations

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide means to track traffic, parking, and written courtesy citations and associate persons and vehicles with them.	I	
An on screen citation log must be available that shows all recent citations with an option to just show those for a particular officer.	I	
The system shall include the ability to attach photos to citations.	I	

3.3.5 Vehicles

REQUIREMENT	RESPONSE	REFERENCE
The system shall maintain a CLETS data driven database of vehicles.	I	CLETS vehicle information is added to the master vehicle file
The vehicles database shall be built by entries generated by incidents, police reports, and citations, but can also be entered directly into vehicle database.	I	
Vehicle lookup shall be possible by entering a vehicle license plate, make and model, descriptors or any combination above. Wildcards must be supported.	I	
The system must allow examination and selection from a list of matches.	I	
A vehicle display shall include information about the vehicle (make, model, color, etc.) plus a history of contacts with the vehicle to include associated persons.	I	
The most recent history entries must be displayed.	I	

The system shall include the ability to attach photos to a vehicle record.	I	
Vehicle functions shall include updating and deleting vehicle information. Deleting based on ORI & Security Rights	I	The rights are based on security, but ORI is not included; we do not see the applicability of ORI because a vehicle can be associated with many physical positions, incidents and cases
Vehicle functions shall include adding and deleting history entries. Deleting based on ORI & Security Rights	I	See above
The vehicle record shall support officer safety warnings.	I	
The vehicle record shall support attachments of photographs.	I	

3.3.6 Property & Evidence

REQUIREMENT	RESPONSE	REFERENCE
The system shall include a property subsystem that will enable the department to keep track of all property associated with cases and incidents. All Tri- City Agencies use File on Q.	I	A real-time one way export interface to FileonQ is available and proposed. Because File-on-Q is a complete property management system, there is no need for us to quote our own enhanced property management system. Our RMS has a property subsystem which will suffice for working with File-on-Q. Our separate PropRoom product with bar coding, auditing, etc. would be superfluous, so we have responded as “not provided” to those and similar requirements.
The property subsystem shall enable the department to keep track of property that is in its property room and on the digital evidence server.	I	RMS tracks property in cases, however, it is presumed that the Digital Evidence server it attached to FileonQ, not RMS.
The system shall include a property log that shall record each property transaction, including property checked in and out of the property room.	I	

The system shall allow the user to access property records via a serial number, brand, model, or item name and description.	I	
The system shall support bar coding.	N	
Multiple matches of property shall generate a selection list.	I	
The property system shall include the capabilities to add, delete, and modify property based on ORI and Security Rights	I	
The system shall support ad hoc searching and reporting.	I	
The property system shall allow the user to page through the property records.	I	
The system shall support custom bar code labels Configurable & based on ORI	N	

3.3.6 Property & Evidence - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The property subsystem shall enable the department to audit property that is in its property room and on the digital evidence server on a daily, weekly, monthly and annual basis. The system shall enable periodic checks of the property room and associated areas.	N	
The property system shall allow the user to page through the property records.	I	
The ability to track chain of custody and print a report from the property system.	I	
Property system provides the ability to generate a report that identifies when property can be purged by property type.	N	
Property system provides the ability to export data to a spreadsheet using the following; property type, date, or disposition.	N	

3.3.7 Vehicle Maintenance

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide a vehicle maintenance subsystem to assist in tracking the maintenance and other history of the vehicle fleet.	I	
The vehicle maintenance subsystem shall keep track of "service due" dates.	I	
The vehicle maintenance subsystem shall keep track of vehicle physical status.	I	
When recorded during the "officer on duty" sequence, the system shall provide the ability to enter officer identification and vehicle mileage into the vehicle history.	I	

3.3.7 Vehicle Maintenance – Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system shall allow the downloading of agency created documents via a "Doc-Tab"	I	Supports attaching PDF, Word, etc. documents to a vehicle's record

3.3.8 Field Interviews

REQUIREMENT	RESPONSE	REFERENCE
The system shall include the facility to enter field contact information into the database as a "Field Interview" with the person information automatically recorded in the Master Name file.	I	
The system shall include the ability to attach photos to Field Interview.	I	For the master person record, yes

3.3.9 Training Management System

REQUIREMENT	RESPONSE	REFERENCE
The system interfaces with P.O.S.T.	N	

The system tracks and records P.O.S.T. and non P.O.S.T. courses for police officers, dispatchers, and professional staff.	I	
The system has a P.O.S.T. audit/compliance function.	I	
K9 Training Management	N	

3.3.10 Other Records Management Files

REQUIREMENT	RESPONSE	REFERENCE
Proposed software includes databases for the following:		
• Sex Offenders	I	
• Narcotics Offenders	I	
• Known Offenders	I	
• Arsonists	I	
• Parolees	I	
• Probationers	I	
• Gangs/Gang Members	I	
• Civil	I	
• Subpoenas for Agency Personnel	I	

3.3.10 Other Records Management Files - Continuation

REQUIREMENT	RESPONSE	REFERENCE
• Protection Orders	I	
• Be on the lookout (BOLO) – Persons & Vehicles	I	
• Missing Persons	I	
• Document Release Log	I	
• Stolen Vehicle Log	I	
• Arrest Log	I	
• Accident Log	I	
• Warrants	I	
• Search Warrants	I	
• Pawn	I	
• Concealed Firearm Application/Permits	I	
• Firearm Purchase Denials	I	
• False Alarm Module and False Alarm Log	I	False alarm report, no billing.

3.4. Other Required Functions

3.4.1 Instant Access to Detailed Records

REQUIREMENT	RESPONSE	REFERENCE
The system shall support display of detail records (related to the current display). For example, when a master name record is displayed, the person's history will include references to incidents, officer reports, FIs, citations, etc. The user shall be able to quickly and easily (mouse selection preferred) display the detail record for any of these associated records without leaving the current display.	I	
The display of the detail records shall be shown as an overlay to the current display.	I	
No updating of the information in the overlay shall be permitted.	I	In some instances, yes, but only with security rights
Items on the overlay shall also be available for display in a subsequent overlay.	I	

3.4.2 Ready Reference

REQUIREMENT	RESPONSE	REFERENCE
The ready reference file shall provide an electronic means to store various pieces of reference information including telephone lists, training bulletins, house watch list, and department procedures and directives.	I	
The ready reference file shall provide an easy means to enter, organize, and retrieve this reference information.	I	
The system shall support document, photograph, video, etc. attachments to the ready reference file.	I	

Retrieval of ready reference information shall be allowed from a ready reference index display or directly via a brief identifier associated with each entry.	I	
Entries in the ready reference file shall consist of text information.	I	
There shall be no limit on the length of each entry.	I	

3.4.3 Search Capabilities

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide database search capabilities that will allow the user to freely specify search criteria and search any database in the system.	I	
A list of matching entries shall be created that shall be able to be reviewed on screen or printed.	I	
The raw data results should be displayed and easily sorted.	I	
The searches should be able to be saved for use at a later date, including all of the previous sorting.	I	

3.4.3 Search Capabilities – Search Capabilities

The system shall allow the use of; beginning with, exactly matching, contains, and, or, not, greater than, less than and more when creating a custom search.	I	
The search results must be available in graphical form.	I	
The search capability shall not rely on any knowledge of databases or database structures. Describe how this is accomplished in a separate attachment to your proposal.	I	

3.4.4 Database Maintenance Functions

A means shall be provided to update, add to, and otherwise maintain most system databases, even those that are not maintained in the normal course of everyday operation of the system.	I	
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3.4.5 Help Screens

On line help shall be available to aid the user in the operation of the system.	I	
Displaying a help screen should only require pressing a dedicated help function key or by some equally short, direct method.	I	
The help system shall conform to all Windows standards for on line help documents.	I	

3.4.6 Reports

REQUIREMENT	RESPONSE	REFERENCE
The system shall provide the following reports:		
• Uniform Crime Reports (UCR) DOJ eCARS	I	Yes, until CIBRS is active
• NIBRS Compliance	N	CIBRS compliant, not NIBRS
• CIBRS Compliance	I	
• Racial and Identity Profiling Act of 2015 (RIPA – AB953) Stop Data Collection Form	I	
• CHP 555 Reports	I	
• Use of Force Reporting and Stat Tracking	I	
• Single Incident Report	I	
• Shift Bulletin	I	
• 24 Hour Incident Summary	I	
• Incident Summary by arbitrary date period	I	

• Incident Summaries by time of day and day of week by department	I	
• Incident Response Times by time of day and day of week and Incident Priority. Customized Forms by ORI	I	These forms are not customizable.
• Officer Activity Reports	I	
• Frequently Responded to Locations	I	
• Officer Time Spent at a Location	I	
• Monthly Patrol Statistics	I	
• Unverified Locations	I	
• Crime Summary by Offense	I	
• Collision Reports – CHP 555 and related	I	
• Case Investigation Summary	I	
• Case Investigation Activity by Officer	I	
• Officer Log	I	
• False Alarms	I	
• Citations by Violation, by Officer, Location, Date, etc.	I	In combination with Search for all parameters
• Vehicle Log by Officer	I	

3.4.6 Reports – Continuation

REQUIREMENT	RESPONSE	REFERENCE
• Vehicle Usage Log	I	
• Vehicle Mileage Summary	I	
• Communications Center Call Handling Times	I	
• K9 Deployments Reports	N	Though statistics, as well as, other information can be obtained by using special circumstances with case and incident searches
• Customizable Reports (Others not listed)	I	RIMS has over 80 canned reports, other reports using tables such as incidents, cases, etc. can be created using Search
Reports must be viewable on screen before they are printed.		

3.4.6 System Configuration

The supplied system shall be customizable, without additional programming, as much as possible to the method of operation of the Agency. Examples of things that shall be customizable are unit status codes and incident dispositions, but should include all data items where the user picks from a list of acceptable values. (Configured to Agency Needs).	I	All, except those values tied to UCR or CIBRS, CHP 555, RIPA, etc.
Such customization shall be accomplished without reprogramming. Describe to what extent and how this is accomplished with the proposed system in Section 8 of your proposal.	I	Hundreds of ways to customize in three areas; - System configuration parameters - Agency configuration parameters - Data validation (drop down) tables
The system shall support the ability to capture digital signatures for various forms (e.g., property release).	N	Requires RIMS Property Room Bar Coding software which is not proposed based on the assumption you will not be replacing FileOnQ.

3.5 Mobile Computer Software/Officer Field Reporting Requirements

REQUIREMENT	RESPONSE	REFERENCE
Secure digital communications between vehicles and between vehicle and dispatcher for message exchange.	I	
Communications must meet DOJ's (applicable state and federal) data encryption requirements.	I	
Provide built in Advanced Authentication.		
Consideration for support of touch screen computers (i.e., oversized buttons for frequently used transactions).	I	
Automatic transmission of relevant incident information to a unit when it is dispatched.	I	
Access to state and national vehicle and person information databases.	I	

Ability to 'run' a person or vehicle through state and national databases.	I	
Ability to select an 'officer down' or urgent message to all mobile units and dispatch by a single press of a button.	I	
One-button digital unit status reporting/updating.	I	
The system shall allow the officer to create officer initiated incidents given permission by the agency and set to specific incident types.	I	
Officers shall be allowed to add people, vehicles, and comments to the incident that will be saved in the master databases.	I	
Mobile access to CAD and Records information including:		
• Incident information	I	
• Current active incident summary	I	
• Current unit status summary	I	
• Obtaining officer report numbers	I	
• Officer report log review	I	
• Local vehicle information	I	
• Local person information	I	
• Incident history of local addresses and common place names	I	

3.5 Mobile Computer Software/Officer Field Reporting Requirements - Continuation

REQUIREMENT	RESPONSE	REFERENCE
Mug shots from Contra Costa County CMS System.	N	Would need detailed interfacing information before proposing
Night mode must be supported.	I	
Field entry of officer reports with immediate transmission of the reports back to the central computer.	I	
Field entry of officer reports with no need to transfer information – there shall be a live connection to the cases database.	I	
Field report information shall be immediately available to all system users.	I	
Ability to send images and attachments to Mobile Data Terminals.	I	
CHP 555	I	
The system shall provide the ability to create and/or work on reports during a connectivity disruption.	I	

3.6 Mapping

REQUIREMENT	RESPONSE	REFERENCE
The system provides a mapping system. All requirements must be configurable.	I	There are a great many configuration parameters, however, there are inevitably some that are not configurable.
The systems are compatible with ESRI and Google Maps mapping technologies.	I	
Provides a separate, sizable window for map display.	I	
Map is completely integrated into CAD.	I	
Map is integrated into Records Management.	I	
The map automatically locates and zooms to a call for service on the map when the location is verified.	I	

E9-1-1 calls are immediately located without dispatcher Interaction.	I	
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3.6 Mapping - Continuation

REQUIREMENT	RESPONSE	REFERENCE
E9-1-1 Phase II calls from cell phones automatically zoom to the location on the map or draw a probability circle on the map depending upon the information available.	I	
The map can be configured to show various layers depending upon the zoom level.	I	Yes, for ESRI
Layers can be manually activated at any zoom level.	I	
The map displays the locations of active incidents.	I	
The map displays the locations of all signed on units equipped with GPS.	I	
A general purpose pin mapping facility is included to quickly create pin maps from the results of data searches of CAD incidents and the officer reports databases.	I	
A map of sex offenders addresses can be generated.	I	
The map shall support hot spot analysis and geo-fencing.	I	
Map activity with respect to AVL is recorded and can be played back (pursuit replays).	I	
Maps can be printed.	I	
Mapping is available on mobile computers.	I	
Mapping allows Geo-Fencing.	I	
Mapping allows Geo-Fencing notification module when a patrol car enters a specific area.	I	

3.7 Automatic Vehicle Location (AVL)

REQUIREMENT	RESPONSE	REFERENCE
The system allows the tracking of all units through GPS.	I	
The system allows the tracking of vehicles that enter a certain area (i.e. frequency, route, speeds).	N	Limited
The system allows the generation of a pursuit report tracking a vehicles location, speed, etc.	I	

3.8 State / NCIC Interface

REQUIREMENT	RESPONSE	REFERENCE
Must provide a link to the state for state/NCIC queries. County, State, Regional and Federal Systems.	I	
State/NCIC interface must work through Contra Costa County Message Switch product.	I	
Supports searches for County warrants through Contra Costa County Message Switch.	I	
Supports menu based entry of common queries from all authorized users.	I	
Allows command line entry of person and vehicle queries.	I	
From the person display allows running that person with a dedicated button.	I	
From the vehicle display allows running that vehicle with a dedicated button.	I	
The person display includes quick access to a log of all the times the person has been run.	I	
The vehicle display includes quick access to a log of all the times the vehicle has been run.	I	
A state queries log is available that list state queries.	I	
A separate log of all criminal history queries is available that meets all state requirements.	I	
Responses to queries must be displayed automatically if the user is not otherwise occupied.	I	

When multiple response messages are received the dispatcher must be able to easily page through them.	I	
The incident history that is part of the display of an individual incident must include all the queries that have been run for that incident and the requesting officer.	I	
The dispatcher must be able to display the response to a displayed query by a direct method such as double clicking.	I	

3.8 State / NCIC Interface - Continuation

REQUIREMENT	RESPONSE	REFERENCE
The system must have at least 200+ of the commonly used fillable forms for entries, locates, etc. Based on agency requirements	N	We include around 120 State/NCIC/NLETS formats. The reference to agency requirements is not understood.
The system will handle the 2nd person verification of entries electronically.	I	
The system shall allow paging through the return with a hot key and allow specific returns to be kept open for view later.	I	Compiles a log for all returns and for each incident that can be viewed at any time.
The system will highlight the pertinent information on a return; name, DOB, etc.	I	For the western US states
Responses can be printed.	I	
All CLETS/NCIC forms shall be displayed the same in CAD/RMS/ and Mobile	I	
All CLETS/NCIC returns shall be the same in CAD/RMS/ and Mobile with an exception of no criminal history to Mobile.	I	
The printout includes the text of the associated query and the ID of the unit that ran it.	I	

3.9 Bar Coding

REQUIREMENT	RESPONSE	REFERENCE
Bar Coding software must be completely integrated into the Records Management system. If proprietary bar coding equipment is required, then include its price on the pricing page.	I	Must use RIMS PropRoom

Uses a wireless terminal with wand or Apple iPad.	I	
Allows assigning multiple pieces of property, at one time, to property room “bins” with the wand with the assignment automatically transmitted and entered into the property database.	I	
Supports checking property in and out.	I	
Supports creating a list of common reasons for checking out property that can be entered from the bar coding terminal.	I	

3.9 Bar Coding - Continuation

REQUIREMENT	RESPONSE	REFERENCE
Prints bar code labels singly or in bulk for a case.	I	
Supports printing on commonly available labels.	I	
Can print blank labels (with respect to property description).	I	
Allows for custom labels.	I	
Supports ad hoc audits with results.	I	
Supports mail merge type ability to send letters to subjects that need to pick up property.		
Has an up to date tickler type file that includes; property ready for purging, property items not yet received by the property room and a listing of property that is currently checked out.	I	
Allows inventory reconciliation.	I	

3.10 Text SMS Notification/Paging

REQUIREMENT	RESPONSE	REFERENCE
Automatic SMS text based on incident type is supported.	I	
Manual SMS message is supported.	I	
Individuals can receive text messages/paged.	I	

Groups can be defined and paged as a group.	I	
Automatic SMS messages/Paging shall include incident information already entered by the call taker.	I	
The software shall include all screens necessary to maintain SMS text information for users, groups, and to define paging required for particular types of incidents.	I	

Attachment B – Data Conversion Overview

Our proposal includes the cost for conversion of your Tyler RMS data – production database only. Data conversion does NOT include data extraction from the current system. You will provide the extracted data to be converted to Sun Ridge which shall consist RMS data (consisting of a single database per agency).

Per the information provided in your QA, we understand your wish to convert your Tyler TEST database and Laserfiche (cases prior to 2010) as well. We're certainly open to discussing these requirements with you but we are uncertain what the value/purpose would be at this time, therefore, we have not included the cost/effort to do these conversions in our proposal.

Once Sun Ridge receives the extracted data, Sun Ridge will evaluate it to determine which items may be converted into RIMS. As part of Sun Ridge's standard data conversion, Sun Ridge **attempts** to convert the following items. In some instances, all data may not be available or suitable for conversion.

RMS Data

- People:
 - Person Name
 - DOB
 - Contact Information
 - Description
 - Identification Numbers
 - Officer Safety Notifications
 - Log Entries for Connections to Cases
 - Log Entries for Citations
 - Log Entries for Field Contacts
 - Mug Shots (if stored in the RMS and NOT a separate database or system).
- Arrests:
 - Arrestee
 - Date/Time
 - Charges
 - Counts
 - Offense Level
 - Disposition
 - Booked/Cited Out.
- Vehicles:
 - License

- License
 - State
 - Make
 - Model
 - Year
 - Color
 - Type
 - Log Entries for Connections to Case
 - Log Entries for Field Contacts
 - Log Entries for Citations.
- Cases:
 - Location
 - Date Reported
 - Date Occurred
 - Classification/Type
 - Offenses
 - Case Dispositions
 - Date of Dispositions
 - Officer ID
 - Persons
 - Vehicles
 - Narratives
 - Supplements.
 - Attachments to cases are NOT converted.
- Accident Reports:
 - Location
 - Date Reported
 - Date Occurred
 - Classification/Type
 - Offenses
 - Case Dispositions
 - Date of Dispositions
 - Persons
 - Vehicles
 - Narrative
 - Supplements
 - CHP 555 and Diagrams are NOT converted.
- Warrants (if applicable):
 - Person Name
 - Warrant #

- Warrant Date
 - Type
 - Felony/Misdemeanor
 - Reason
 - Court
 - Judge
 - Case #
 - Cite
 - Docket
 - Ref #
 - Agency
 - Charges
 - Comment
 - Bail Amount
 - Served Date
 - Returned Date
 - Returned Reason
 - Recalled Date
 - Recalled Reason.
- Property in Cases:
 - Category
 - Article
 - Status
 - Description
 - Brand
 - Model
 - Item #
 - Property Code
 - Locations
 - Value-stolen
 - Recovered
 - Damage
 - Officer.
- Premises:
 - Common Place Name
 - Address
 - Contract Person
 - Contract Phone Number
 - Alarm.
- Streets (if electronic street file is available):
 - Street Name

- Intersections (with block ranges).
- Officer:
 - Name
 - ID
- Users:
 - Name
 - ID

Conversion of CAD, Laserfiche, field reporting or separate property room data has not been included.

Data conversion is an iterative process requiring the resources of your agency to be available to review converted data as soon as it is loaded and report any errors found to Sun Ridge. We recommend that you identify at least two people (per agency) to be part of a data conversion review team. It will be this team's responsibility to promptly review the converted data once it is loaded into RIMS, identify any problems with the converted data, and report those problems to us in an organized manner.

Sun Ridge will then correct the reported errors, re-run the conversion, reload it onto your system and ask your staff to again review the data. The cycle is repeated as often as is necessary to ensure that the data conversion is as complete and correct as possible. To assist you with the review process, Sun Ridge will have trainers available via phone and remote access to guide you. The Sun Ridge trainer is NOT responsible for reviewing or identifying errors in the converted data. They are responsible for facilitating the process with your staff.

In addition to the continued review of the data for the duration of the project via phone and remote access, there are two days of onsite data conversion review sessions with the Sun Ridge trainer and your staff.

Our data conversion specialist will work with your technical staff to determine:

- 1) The best format with which to provide the extracted data to the conversion specialist
- 2) The best method for transferring that data to the conversion engineer
- 3) The timing for the final extract, conversion, and load of data for go live

Attachment C – Acceptance Test Plan

The RFP describes a final demonstration (to the Cities' satisfaction) of the system to confirm the proposed functions are operational. We instead, are proposing our standard final acceptance plan in which allows you to fully exercise the system as you have configured it, during a defined acceptance test period. Our acceptance procedure is simple and very straightforward:

- It includes a money back guarantee; no agency has ever even considered taking us up on that.
- This Final Acceptance Test Plan has been in every contract ever signed by Sun Ridge in the past 20 years.
- RIMS has never failed this Final Acceptance Test.
- No agency has ever un-installed RIMS.

The following is our Acceptance Test Plan:

For thirty (30) days from the beginning of Agency's Operational Use of the Software or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), Agency shall test the system for defects and anomalies. "Operational Use" is defined as the Agency's use of the Sun Ridge Software in the course of the Agency's daily business activities. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by Agency under Software Support Services. At the end of the Test Period, Agency shall accept or reject the Software as follows:

1. If Agency determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under Software Support Services.

2. If Agency decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by Agency to Sun Ridge, less the cost of project management, installation, data conversion, and training services

provided up to the date of termination, shall be returned to Agency by Sun Ridge within thirty (30) days after receipt of the notice.

If Agency fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then Agency's final acceptance of the Software shall be considered to have occurred and Agency and Sun Ridge shall proceed as described of in Section 1. above.

Attachment D – RIMS High Availability/Disaster Recovery Options

You may be asking how your agency can be protected from data loss in the event of hardware/software failures, cyber-attacks, or natural disasters and what is the best approach for hosting a law enforcement CAD/RMS system.

Fortunately, the database technology that the RIMS suite of products utilizes offers your agency many options. It all comes down to what factors you decide are most important to you.

RIMS uses Microsoft SQL Server for its database. Microsoft has been upgrading their high availability features in SQL Server regularly over the years. The goal here is to educate you on the various technologies available to your agency with respect to SQL server and the advantages and disadvantages of the options available to you in where you locate your database. While you may be looking to Sun Ridge Systems for the best or preferred method, it is up to your agency to determine what best fits into your current data center operation.

On Premise vs Cloud Database Storage

Before jumping into the premise vs. cloud discussion it is useful to think about what the most common failures are that take down systems in the real world. While we do not have detailed statistics, here are the most frequent kinds of system failures we have observed over the last couple of decades, with the most frequently observed first:

- Network problems, usually caused, unfortunately, by human error
- Running out of disk space
- Cyberattacks (a new one of the past few years)
- Disasters
- Physical server failures

Note that actual computer failures are not at the top of the list.

For the purposes of the following discussion, the RIMS suite of products is today a mixture of client-server database access and web-service technologies with Microsoft Azure hybrid connections for some app-based products, but the main CAD/RMS database is a Microsoft SQL server database.

Cloud database storage is merely a data center full of servers and hard drives, that is located somewhere in the world, and accessible via the Internet. If your agency's IT data center were only accessible via the Internet, you would refer to it as being in the Cloud. Often, people will think that the Cloud is a magical place where your data **MUST** live. That is not true as there are pros and cons to this solution.

A major touted benefit of having your database in the cloud is that it relieves the local IT operation of responsibility for the server. The importance of this is of course for you to judge. It must be balanced against the fact that some or most CAD/RMS vendors still require an on premise server anyway for back up or failure mode operation. On the other hand, if the proposed solution requires many, sometimes more than ten (virtual) servers/likely multiple physical servers, putting them in the cloud may be an attractive proposition. However, RIMS requires just two virtual servers and the majority of our clients use a single physical server; there is never a reason to use more unless you are running another server for redundancy, discussed further on.

Cost is another consideration --- the cloud is far from free. Cloud storage solutions come at a significant ongoing dollar cost for the data storage, the server software and the network access to get to that data. Microsoft Azure is no different. This cost can, over time, be more than the cost of an on premise server. A benefit is that Azure manages the server and high availability.

An important consideration, particularly in Northern California these days, is what happens in the instance of a major disaster. If you are relying on the cloud and your internet connection is cut, physically severed, you are left high and dry ---- unless you have a system configured with a local redundancy server of some kind . . . which begins to defeat the purpose of relying on the cloud. It used to be that such disasters were rare, but they don't seem to be rare anymore.

An on-premise solution has multiple advantages, but again it is up to you to decide what is important for your operation.

First, on premise lets you manage your system, deciding the hardware configuration you wish to employ for the new system or perhaps just adding (for RIMS) two virtual servers onto one of your existing physical servers. You will want to consider redundancy with the minimum being that the physical server set up should have basic redundancy built in, redundant power supplies and disk arrays as examples.

For law enforcement systems, besides reliability, performance is paramount. Most of that performance is embodied in how easy the system is to use: how simple, even obvious, is it to use for both daily and casual users. Second, from our experience, the number of steps required to execute any function is key for people that do the same functional sequences over and over as part of their job. There is a third performance consideration though – response time: How long does it take the system to perform a function. Our goal is to have no response time. That is, the user should not perceive a delay between keystroke or mouse click and the response, the exceptions being true database searches and reports as opposed to programmed functionality. However, with the cloud there is something called latency, the time it takes to get to the cloud for a database read or write. Currently, latency in California is low, although it may still manifest as a brief but noticeable delay when a data intensive function is executed – one that must query the database many times. An on premise solution with a fast solid state disk array is always preferable in achieving fast response time.

Third, in the event of a disaster, you have a chance to keep your system on line throughout rather than waiting for the internet to come back up. (We have also had agencies prepare to evacuate their RIMS server when the need arises.)

Lastly, with on premise, you may judge cloud database storage to be an optimal but not inexpensive backup solution. This means your data can be accessible from anywhere should you need to evacuate your building. The solution could automatically fail over to the cloud backup, restore from the backup to a new local server, or run directly from the cloud as discussed in the following sections.

Database High Availability

This term describes a database system that is dependable enough to operate without failing. While everyone wants a 99.9999% uptime system that never goes down, there is a cost to get your system to a point where it has that high percentage. It depends on how you build your high availability / disaster recovery solution and how much money you want to spend to make that happen.

There are Public Safety vendors that will tell you that their cloud solution has a 99.9999% uptime, but, when you read the fine print, that is assuming you have a 99.9999% network connection to them via the Internet.

Disaster Recovery

Should the hardware, operating system, database, network, or the physical building be compromised, do you have a backup of your data somewhere to restore to a new server, if needed? How long would that recovery take?

High Availability and Disaster Recovery

There are solutions that provide both High Availability and Disaster Recovery features that are covered later in this document.

How Long Can We Be Down?

This is a question that your agency needs to determine before picking a solution. Small agencies with one dispatcher on-duty can often be down for a longer period than large agencies that have 2 or more dispatchers on-duty. The larger the agency, the more users that will be impacted by the system being down. This is especially true during a natural disaster, the key time when your system needs to be operational.

Cost

Cost is often a huge factor in determining which solution is needed. While you could easily jump to the most expensive solution, it may be overkill and a huge ongoing cost to the agency.

High Availability and Disaster Recovery Options

The following are the solutions that provide both High Availability and Disaster Recovery options:

- Database Mirroring
- High Availability Group

SQL Server Database Mirroring (Standard Edition)

Using two servers and SQL Server Standard edition, database mirroring is created on multiple databases. The RIMS software is configured with both servers on the local PCs so that when the application is launched, it can determine which server is the active one. Should the primary SQL Server database fault, SQL Server would automatically activate the backup server.

While Microsoft has deprecated this feature, it is still supported in the latest SQL Server 2019 version. The new “**Basic**” availability group replacement option would not work since it only allows you to replicate ONE database – and RIMS utilizes a minimum of two databases.

This database mirroring solution provides both High Availability and a Disaster Recovery solution – since the agency would utilize separate server hardware. The backup server can also be located off-site, but still requires network accessibility. This is also the least expensive option to the agency. We have many agencies that are currently utilizing this option today.

SQL Server High Availability Group (Enterprise Edition)

This is a more expensive option as it requires the **Enterprise** Edition of SQL Server. Using two or more servers, an Always-On availability group (non-Basic) is created with multiple databases and a single listener. It also requires utilizing the Failover Clustering feature in Windows Server 2019 (available in both Standard and Data Center editions).

This provides an on-premise, high availability group and disaster recovery solution where failovers would have no impact on the application. While the Database Mirroring solution above requires the RIMS products to know the locations of both servers, this Availability Group only has one location that RIMS products address – making the client installation and management that much easier.

Microsoft Azure Cloud Failover

Optionally, you could extend the High Availability Group option to include the **Microsoft Azure** cloud location for the real-time failover disaster recovery databases. In this configuration, RIMS products would still be able to access the data, even though the databases are running from the Azure cloud.

Adding Microsoft Azure gives you all the performance and reliability of running locally using on-premise databases while having the security of being able to failover into the cloud using Microsoft Azure.

Your agency would need to setup and pay this monthly service from Microsoft Government Azure.

Backups

Regardless of whether your agency chooses a High Availability solution above, you still need to perform daily backups of the RIMS databases. This can be as simple as a daily backup to also including hourly transactional backups.

Agency Backups

If your IT department already has a backup solution in place, they can include the RIMS databases from SQL Server. Generally, there would be a minimal to no charge to include the RIMS databases into your IT's agency backup strategy.

Microsoft Government Azure Backups

With SQL Server 2016+, agencies can now backup databases directly to the Microsoft Azure cloud. This does require the setup and purchase of a new account with Microsoft Government Azure and your agency would be required to pay a monthly subscription to store your agency data.

RFP Item #	Item Type	Item	Total Cost	Selection	San Pablo		Pinole		Hercules
					49.24%		31.77%		18.99%
1	Required	Computer Aided Dispatch Software	208,000	Yes	102,419	Yes	66,082	Yes	39,499
2	Required	Records Management Software	163,300	Yes	80,409	Yes	51,880	Yes	31,011
3	Required	Mobile Computer Software	125,000	Yes	61,550	Yes	39,713	Yes	23,738
4	Required	E 9-1-1 Link Software	19,500	Yes	9,602	Yes	6,195	Yes	3,703
6	Required	State Interface Software	19,500	Yes	9,602	Yes	6,195	Yes	3,703
7	Required	CAD and Records Mapping Software	54,000	Yes	26,590	Yes	17,156	Yes	10,255
8	Required	Mobile Mapping Software	19,500	Yes	9,602	Yes	6,195	Yes	3,703
10	Agency Determination	Paging/Text Software	7,400	No	3,644	No	2,351	No	1,405
14	Agency Determination	CopLogic Interface Software	7,100	Yes	3,496	No	2,256	No	1,348
15	Agency Determination	CrimeReports.com Interface or similar Public Access Software (Citizen RIMS)	20,200	Yes	9,946	Yes	6,418	Yes	3,836
16	Agency Determination	AutoCite Interface Software	5,400	Yes	2,659	Yes	1,716	Yes	1,025
18	Required	Data Conversion	105,000	Yes	51,702	Yes	33,359	Yes	19,940
	Agency Determination	Data Conversion-2nd Tyler Tech server from failure	-	Yes	-	Yes	-	No	
22	Required	Additional Items or Costs Required by Vendor's Solution	-	Yes	-	Yes	-	Yes	-
24	Agency Determination	Automated Fingerprint Identification System Link Software	8,300	Yes	4,087	Yes	2,637	Yes	1,576
26	Agency Determination	Alarm Panel Link Software	8,100	No	3,988	No	2,573	No	1,538
29	Required	File on Q –Evidence Module Interface	16,200	Yes	7,977	Yes	5,147	Yes	3,076
32	Agency Determination	AXON Interface – All Tri-City Agencies	9,600	Yes	4,727	Yes	3,050	Yes	1,823
35	Agency Determination	Vigilant Interface – All Three Tri City Agencies	12,000	No	5,909	No	3,812	No	2,279
39	Agency Determination	Training Management System	12,300	Yes	6,057	Yes	3,908	Yes	2,336
40	Required	Project Management	94,000	Yes	46,286	Yes	29,864	Yes	17,851
41	Required	First Year Software Maintenance, Support, and Updates	107,309	Yes	52,839	Yes	34,092	Yes	20,378
42	Required	Second Year Software Maintenance, Support, and Updates	107,309	Yes	52,839	Yes	34,092	Yes	20,378
43	Required	Third Year Software Maintenance, Support, and Updates	107,309	Yes	52,839	Yes	34,092	Yes	20,378
28	Agency Determination	Shotspotter Interface		No	-	No		No	
34	Agency Determination	Peregrine – All Three Tri City Agencies Interface	-	Yes	-	No		No	

Tri-Cities Cost Detail-Final
Sun Ridge Systems

Prepared 3/29/2021

RFP Item #	Item Type	Item	Total Cost	Selection	San Pablo		Pinole		Hercules
					49.24%		31.77%		18.99%
Additional 1	Agency Determination	iRIMS Law Mobile App Software	35,800	Yes	17,628	Yes	11,374	Yes*	6,798
Additional 10	Required	Installation and Training	140,382	Yes	69,124	Yes	44,599	Yes	26,659
Additional 2	Agency Determination	First Year Software Maintenance, Support, and Updates –IRIMS Law	5,370	Yes	2,644	Yes	1,706	Yes*	1,020
Additional 3	Agency Determination	Second Year Software Maintenance, Support, and Updates– IRIMS Law	5,370	Yes	2,644	Yes	1,706	Yes*	1,020
Additional 4	Agency Determination	Third Year Software Maintenance, Support, and Updates –IRIMS Law	5,370	Yes	2,644	Yes	1,706	Yes*	1,020
Additional 5	Agency Determination	Crossroads Collision Import Software	6,600	Yes	3,250	Yes	2,097	Yes	1,253
Additional 6	Agency Determination	First Year Software Maintenance, Support, and Updates –Crossroads Collision Import	990	Yes	487	Yes	315	Yes	188
Additional 7	Agency Determination	Second Year Software Maintenance, Support, and Updates– Crossroads Collision Import	990	Yes	487	Yes	315	Yes	188
Additional 8	Agency Determination	Third Year Software Maintenance, Support, and Updates –Crossroads Collision Import	990	Yes	487	Yes	315	Yes	188
Additional 9	Required	Map Data Engineering	6,000	Yes	2,954	Yes	1,906	Yes	1,139
			1,444,189		711,119		458,819		274,251
	Remove	RIMS Text Paging Software	(7,400)		(3,644)		(2,351)		(1,405)
	Remove	RIMS Coplogic Link Software	(7,100)		(3,496)		(2,256)		(1,348)
	Remove	Data Conversion- 3 Seperate Agencies	(105,000)		(51,702)		(33,359)		(19,940)
	Remove	Alarm Panel Link Software	(8,100)		(3,988)		(2,573)		(1,538)
	Remove	RIMS Vigilant Link Software	(12,000)		(5,909)		(3,812)		(2,279)
	Remove	RIMS Training Management Software-PPD	(3,300)		(1,625)		(1,048)		(627)
	Remove	RIMS Text Paging Software Annual Support	(3,330)		(1,640)		(1,058)		(632)
	Remove	RIMS Coplogic Link Software Annual Support	(3,195)		(1,573)		(1,015)		(607)
	Remove	Alarm Panel Link Software Annual Support	(3,645)		(1,795)		(1,158)		(692)
	Remove	RIMS Vigilant Link Software Annual Support	(5,400)		(2,659)		(1,716)		(1,025)
	Remove	RIMS Training Management Software - PPD Annual Support	(1,485)		(731)		(472)		(282)
		<i>Subtotal of removed items</i>	<i>(159,955)</i>		<i>(78,762)</i>		<i>(50,818)</i>		<i>(30,375)</i>
	Add	SQL Services - Add ARIES Scripts	10,000	Yes	4,924	Yes	3,177	Yes	1,899
	Add	RIMS Collaborate Data Sharing Software	18,700	Yes	9,208	Yes	5,941	Yes	3,551
	Add	RIMS Collaborate Data Sharing Software Annual Support	7,650	Yes	3,767	Yes	2,430	Yes	1,453
	Add	RIMS CopLogic Link Software - SPPD Only	2,500	Yes	2,550	No		No	264 of 360

RFP Item #	Item Type	Item	Total Cost	Selection	San Pablo		Pinole		Hercules
					49.24%		31.77%		18.99%
	Add	Data Conversion Services - Multi-Agency	60,000	Yes	29,544	Yes	19,062	Yes	11,394
	Add	Data Conversion - Attachments	6,500	Yes	3,201	Yes	2,065	Yes	1,234
	Add	RIMS CopLogic Link Software Annual Support - SPPD Only	1,125	Yes	1,125	No		No	
	Add	Crossroads CHP 555 and SWITRS export & years 1-3 maint and support-SPPD only	27,550	Yes	27,550	No		No	
		Subtotal of added items	134,025		81,868		32,675		19,531
		Total with all costed items	1,418,259		714,225		440,677		263,407
		Projected 1st payment in FY 20/21	25%		178,556		110,169		65,852
		Remaining balance due as project milestones are completed	75%		535,669		330,507		197,555
				Totals by Agency	714,225		440,677		263,407

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. DISPUTE RESOLUTION.

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.

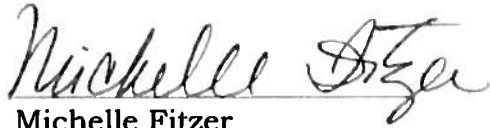
25. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full 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.

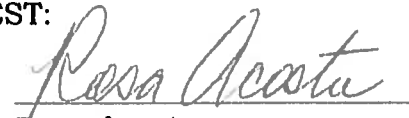
- 27. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other party. Any attempt to assign or delegate this Agreement without the written consent of the other 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.

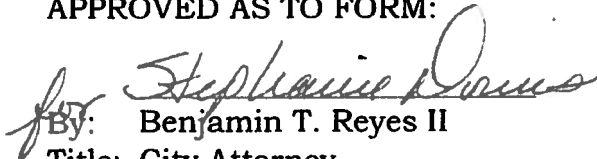
CITY OF PINOLE


By: Michelle Fitzer
Title: City Manager

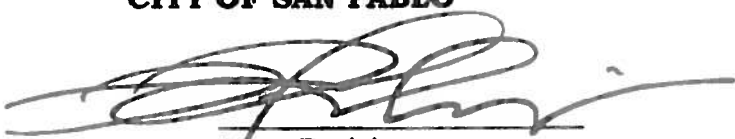
ATTEST:


By: Rosa Acosta
City Clerk

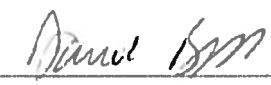
APPROVED AS TO FORM:


By: Benjamin T. Reyes II
Title: City Attorney

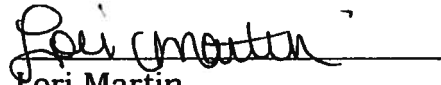
CITY OF SAN PABLO


By: Matt Rodriguez
Title: City Manager

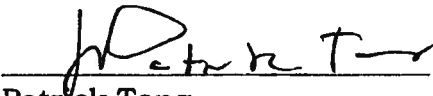
CITY OF HERCULES


By: David Biggs
Title: City Manager

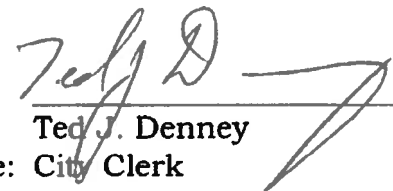
ATTEST:


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.

Requests for Software Correction on Licensed Standard Software

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

ESTIMATED

Revised 3-31-17

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 Maintenance **	\$ 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

Formula Calculation						Revised 3-22-17	
	Population	Population Year	Sworn FTE Allocation	Non-Sworn FTE	CFS 11/2014-10/2015	Data Entry Stats	
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.

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

Formula Calculation							Revised 3-22-17
	Population	Population Year	Sworn FTE Allocation	Non-Sworn FTE	CFS 11/2014-10/2015	Data Entry Stats	
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	
San Pablo	40.42%		55.36%	50.00%	44.90%	55.52%	Average 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 Authentication (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
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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			\$12,891
	Public Safety 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 Safety Interface to State/NCIC			\$848
	Mobile Management Server Software/Data Merge to Aegis/MSP LE Records/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 Party 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 & Hardware 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

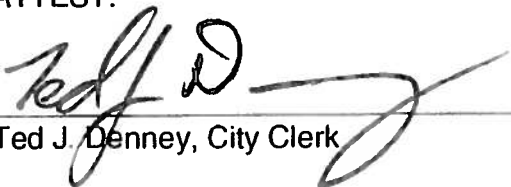
5. Authorizes the City Manager to notify the City of Richmond for disbursement of San Pablo's pro-rata share of former West County CAD/RMS Consortium Reserves effective June 30, 2017.

* * * * *

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:


Ted J. Denney, City Clerk

APPROVED:


Cecilia Valdez, Mayor

**AGREEMENT FOR THE INSTALLATION, SUPPORT AND SOFTWARE LICENSE FOR A FULLY-INTEGRATED
COMPUTER-AIDED DISPATCH SYSTEM, RECORDS MANAGEMENT, MOBILE COMPUTING AND FIELD
REPORTING SYSTEM**

Between

The City of San Pablo

and

Sun Ridge Systems, Inc.

THIS AGREEMENT is made this ___ day of _____, 2021 (the "Effective Date"), by and between the City of San Pablo ("City"), and Sun Ridge Systems, Inc., ("Contractor") ("Agreement").

Recitals

- A. The Cities of Hercules, Pinole and San Pablo ("Tri-City Consortium") entered into the Tri-City Dispatch Services and CAD/RMS Agreement effective May 11, 2017 to consolidate dispatch services provided by the City of Pinole and computer-aided dispatch/records management systems ("CAD/RMS") provided by the City of San Pablo for the benefit of the police departments at all three cities ("Tri-City Agreement"), as well as dispatch services to the Police Services for the Contra Costa Community College District at the Contra Costa Community College campus through an agreement with the City of San Pablo ("College District Agreement").
- B. In order to provide services contemplated by the Tri-City Agreement, the City issued a Request for Proposals (RFP) for the equipment, software and services described for a fully-integrated computer-aided dispatch system, records management, mobile computing and field reporting system for the Tri-City Consortium and use of the computer-aided dispatch system and mobile computing by the City on behalf of the Contra Costa College District Police specific to the CCC Campus in San Pablo (collectively "Project") ("RFP").
- C. Contractor submitted a proposal dated October 5, 2020, to provide services and software licenses ("Software") for the Project ("Proposal from Sun Ridge Systems").
- D. Subsequent to the RFP and the Proposal from Sun Ridge Systems, City and Contractor negotiated a Scope of Work, which is attached and incorporated as Exhibit A ("Scope of Work").
- E. Exhibit B is the Support Services Agreement and Exhibit C is the Cost and Payment Schedule which are attached and incorporated herein.
- F. Order of precedence of the Exhibits is defined in paragraph 12.9 of this Agreement.

Agreement

In consideration of the foregoing Recitals (which are incorporated herein) and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Definitions.

The following terms, when used in this Agreement, shall have the following meanings:

1.1 Defect. "Defect" means the failure of the Software to perform in all material respects in accordance with the Documentation or to perform in all material respects in accordance with such other warranties, descriptions and specifications as may be set forth herein or in a Schedule hereto.

1.2 Documentation. "Documentation" shall mean any and all written or electronic documentation furnished or generally made available to City by Contractor relating to the services or Software for the Project, including the specifications and any operator's, user's or training manuals.

1.3 Intellectual Property. "Intellectual Property" shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), concepts, techniques and all other

subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

1.4 License Fee. "License Fee" shall mean the applicable license fee for the Software

1.5 Maintenance Services. "Maintenance Services" has the meaning set forth in Section 5.5; "Party" shall mean the "Contractor" or "City," individually as the context so requires; and "Parties" shall mean the "Contractor" and "City," collectively.

1.6 Software. "Software" shall mean Contractor's proprietary software, in machine-readable, compiled object code format only (unless otherwise specified in a schedule), including any updates but excluding any software not provided by Contractor.

1.7 Third Party Software. "Third Party Software" shall mean any computer programs or Intellectual Property developed or owned by third parties that are incorporated into the Software or provided by Contractor or computer programs or Intellectual Property previously licensed by City and required per this Agreement to be interfaced to Contractor's Software.

1.8 Final Acceptance. "Final Acceptance" has the meaning set forth in Section 5.4.

2. Scope of Services.

2.1 Services. Contractor shall supply the Software and services described for a fully-integrated computer-aided dispatch system, records management, mobile computing and field reporting system for the police departments of the Tri-City Consortium as set forth in the Request for Proposals, the Contractor's Proposal C, and the Scope of Work. In cases of discrepancies, the order of precedence is defined in Section 12.10.

2.2 Commencement of Work. Contractor shall commence work on Project upon execution of this Agreement and complete the tasks within the time frames indicated in the project schedule to be mutually defined by the Parties with completion no later than April 1, 2022 unless mutually agreed to the Parties or subject to the reasons in Section 12.1.

2.3 Access and Policies. Tri-City Consortium will permit Contractor access to its offices and any other facilities necessary for Contractor to provide the Software, equipment and services for the Project. Contractor agrees to, and cause its personnel to, abide by facilities access and use policies.

2.4 Criminal Justice Information Services (CJIS)

Requirements. Contractor agrees to comply with the most current CJIS Security Policy <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> in connection with its access to data, including CJIS-defined policies for remote access and for any hosting facility. Contractor certifies that it and its employees and agents will remain in compliance with CJIS requirements including but not limited to the following CJIS requirements: (a) Contractor agrees to use training, policy and procedures to ensure proper handling, processing, storing and communication protocols for data; (b) Contractor agrees to protect the Project and data by auditing activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Contractor shall only provide access to the Project through BeyondTrust remote access software, which Contractor shall separately obtain and pay for outside of this Scope of Work; (d) Contractor agrees to retain for 26 months activity transaction logs to enable auditing; and (e) Contractor agrees to perform independent employment background screening for its staff per CJIS requirements at Contractor's own expense.

Contractor shall execute any documents required to comply with CJIS or other non-disclosure restrictions regarding data required to comply with applicable law, including but not limited to the latest CLETS requirements. Contractor shall obtain City's written approval to use any hosting facility other than Azure Government Cloud at Microsoft or Amazon Government Cloud. Contractor shall notify City if it changes from one approved cloud provider to another approved cloud provider.

2.5 Use Restrictions. All data is owned by Tri-City Consortium. Contractor has no rights to use the data of the Tri-City Consortium and shall keep all such data confidential. Contractor shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the data of the Tri-City Consortium available to any third party; (b) send spam or otherwise duplicative or unsolicited messages; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Project or the data contained therein; or (f) attempt to gain unauthorized access to the Project or its related systems or networks.

2.6 City's Representative. Lt. John Benone or designee shall serve as the City's representative for this Agreement.

2.7 Contractor's Representative. Carol Jackson shall serve as the Contractor's representative for this Agreement. The City reserves the right to request that the Contractor's Representative be re-assigned.

3. Grant and Scope of Software License.

3.1 Grant of License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Contractor hereby grants to City and the Tri-City Consortium a

non-exclusive and non-transferable license, to use the Software ("License") described in this Agreement for its normal business purposes substantially as they exist as of the date of commencement of the Agreement, commencing upon the City's Final Acceptance of such Software pursuant to Section 5.4 and continuing thereafter until terminated in accordance with the provisions of this Agreement as may be amended. The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Contractor.

3.2 Conditions of License. The following additional terms, conditions and limitations apply to the License:

3.2.1 The City may use the Software on all computers defined as the agencies of the Tri-City Consortium and Contra Costa Community College District and in any other agencies explicitly agreed to in writing by Contractor.

3.2.2 The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Contractor has expressly authorized.

3.2.3 No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part of copies thereof to any third party.

3.2.4 The City shall not transfer, use, or export the Software in violation of any applicable laws, rules or regulations of any government or governmental agency.

3.2.5 The City shall not knowingly use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

3.2.6 The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

3.2.7 The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

3.2.8 The City acknowledges that the Software and the Documentation related to the Software constitute trade secrets of Contractor. The City agrees to maintain the confidentiality of the Software and the Documentation pursuant to Section 10 of this Agreement.

3.3 Term of License. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

3.3.1 In the event of any failure by the City to comply with the terms or conditions of this Agreement, Contractor shall give written notice of default to the City with 30 days to cure the default or a reasonable time if the default is not capable of being cured in 30 days, before issuing a written notice of termination. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Contractor.

3.3.2 The City may terminate the License at any time by giving written notice thereof to Contractor and by destroying or returning to Contractor all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Contractor.

3.3.3 Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Contractor that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Contractor as required above.

3.4 Software Versions. Contractor may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

3.5 Intellectual Property Rights. Except as expressly provided in this Agreement, Contractor retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

3.6 Use Limitations. City agrees that except to the extent permitted in this Agreement or as permitted by applicable copyright law, it will not modify, de-compile, disassemble, or reverse engineer the Software, in whole or in part.

3.7 Title. All plans, studies, documents and other writings delivered to the City or Tri-City Consortium by Contractor in the course of implementing this Agreement, except working notes, Documentation as set forth below and Software, shall become the property of the City upon payment to Contractor for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Contractor or to any other party.

3.8 Documentation. Contractor shall supply Documentation to the City in electronic format. City may print the documentation as needed. Any diagrams developed as part of the Project will be provided to the City electronically in PowerPoint format. Contractor shall, at its expense, provide such reports, plans, studies, documents and other writings to City upon written request.

3.9 Updates. Contractor shall provide Updates, including but not limited to any bug fixes, corrections and other similar modifications, to City of any Software provided by Contractor licensed or sublicensed under this Agreement at no additional charge so long as City continues to acquire and pay for annual

maintenance or support services with respect to such Software. All Updates shall be provided with any applicable Documentation.

4. Compensation, Invoice and Payment.

4.1 Compensation. City shall pay Contractor in accordance with the Payment Schedule attached as Exhibit C. City shall pay Contractor an amount not to exceed \$1,418,259, such amount shall include all services and License Fees as described in Exhibit A. The amount stated above is the entire compensation payable to Contractor pursuant to this Agreement without written authorization from the City in the form of a written amendment to this Agreement.

4.2 Invoices. Contractor shall submit milestone billings to City describing the milestones achieved as set forth in Exhibit C. City will pay approved invoices within thirty (30) days after receipt unless otherwise specified.

4.3 Taxes. All fees are exclusive of all taxes, duties or levies, however designated or computed. City shall be responsible for and pay all taxes based upon the use of Contractor Products, or the program storage media, or upon payments due under this Agreement including, but not limited to, sales, use, or value-added taxes, duties, withholding taxes and other assessments now or hereafter imposed on or in connection with this Agreement or with any Maintenance Agreement granted hereunder, exclusive of taxes based upon Contractor's net income. In lieu thereof, City shall provide to Contractor a tax or other levy exemption certificate acceptable to the taxing or other levying authority.

5. Delivery and Installation and Maintenance.

5.1 Delivery. Contractor agrees to deliver the services and Software onto the City supplied computer servers as described in Exhibit D but not later than April 1, 2022 or as otherwise mutually agreed or if extended for the reasons set forth in Section 12.1. In the event that Contractor fails to do so, City may withhold any current or future payments owed to Contractor until Contractor completes delivery.

For delays attributable to or requested by the City, City agrees that the project schedule may be rescheduled at the discretion of the Contractor.

5.2 Installation. Contractor agrees to install the Software with support from the City, as described in Exhibit A.

5.3 Training. Contractor shall provide the training services, and number of classes, as described in Exhibit A.

5.4 Final Acceptance. For thirty (30) days from the beginning of City's Operational Use of the Software or forty (40) days after the completion of installation and training by Contractor, whichever comes first (the "Test Period"), City shall test the system for Defects and anomalies. "Operational Use" is defined as the City's use of the Contractor's Software in the course of the City's daily business activities. During the Test Period, Contractor shall address and attempt to resolve

issues with the Software identified by the City under the Software Support Services Agreement (Exhibit B). At the end of the Test Period, City shall accept or reject the Software as follows:

5.4.1 If City determines that the Software is performing to its satisfaction, it shall immediately provide written notice to Contractor of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Contractor, shall process and pay the final milestone of the Contract Amount including any additional outstanding milestone payment amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit B).

5.4.2 If City decides to not accept the Software, then it must so notify Contractor in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Contractor, less the cost of project management, installation, data conversion, and training services provided up to the date of termination shall be returned to City by Contractor within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

5.4.3 If City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Contractor shall proceed as described in section 5.4.1 above.

5.5 Maintenance Services. Maintenance and support services for the Software ("Maintenance Services") may be purchased by City in accordance with the Support Services Agreement attached hereto as Exhibit B. This Agreement shall continue during the term of any Support Services Agreement.

5.5.1 Maintenance Services shall be provided on an annual renewable term basis. Contractor shall notify City via invoice thirty (30) days prior to any renewal including any increases in costs after year 3 applicable to year 4 or later to allow City the option to decline the renewal ("Notice of Renewal"). No renewal shall be valid unless or until City pays an annual support invoice provided by Contractor to City or City advises Contractor in writing that it will not renew Maintenance Services. Notwithstanding the foregoing, any termination of this Agreement pursuant to Section 11 automatically terminates any Maintenance Services. Commencing upon the date of the start of the Test Period and continuing thereafter in accordance with the provisions of this Agreement, Contractor agrees to provide the maintenance services for Software ("Maintenance Services") set forth in Exhibit B.

5.5.2 Contractor shall correct any failure of the Software to operate in accordance with this Agreement as specified in Exhibit B.

5.5.3 Contractor shall provide to City any updates to the Software.

6. Warranties.

6.1 Contractor's Warranties. Contractor represents and warrants that: (1) it will provide the Software and services for the Project in a professional manner consistent with general industry standards; (2) it has title to the services, and Software; (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted, 4) upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. Contractor will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption.

6.2 Disclaimer of Other Warranties. THE WARRANTIES SET FORTH IN SECTION 6.1 ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE AND/OR THE PROJECT, EXPRESS OR IMPLIED, AND CONTRACTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification.

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City, Tri-City Consortium, Contra Costa College District and their elected and appointed officers, officials, employees, agents, contractors and consultants (each, an "Indemnatee" and collectively, the "Indemnitees") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (individually and collectively, "Liability") of every nature arising out of or in connection with (i) the Software violating or infringing upon any patent, trademark, copyright, service mark, trade secret, mask work or other intellectual property right or proprietary right of any third party, (ii) the negligence or willful misconduct of any employee or agent of Contractor occurring during or as a result of Contractor's performance of its obligations hereunder; or (iii) Contractor's entry or presence on any of the Tri-City Consortium member's property in connection with the performance of any services related to this Agreement, provided that for any Liability described in subsections (ii) and (iii) above, Contractor shall have no obligation to defend or indemnify any of the Indemnitees hereunder to the extent such Liability arises from or is the result of the negligence of the Indemnatee or its employees, agents or other contractors nor shall the foregoing indemnity, defense and hold harmless obligations of Contractor extend to or cover any Liability arising from or relating to claims of

defects or errors in the Software or the use or misuse of the Software by City, an Indemnatee, or any other party. This indemnity obligation shall survive the expiration, cancellation, or termination of this Agreement.

7.2 Indemnification Procedure. If a claim is made against Indemnitees that is covered by this Agreement, City shall promptly notify Contractor in writing of such claim. Contractor shall have twenty (20) days after receipt of the above-mentioned notice to notify City and Indemnatee in writing of its intent to undertake, conduct and control, through counsel of Contractor's own choosing (subject to the consent of Indemnatee, such consent not to be unreasonably withheld) and at Contractor's expense, the settlement or defense, or both, of such claim, and Indemnatee shall cooperate with Contractor in connection with such efforts; provided that: (i) Contractor shall permit Indemnatee to participate in such settlement or defense through counsel chosen by Indemnatee, provided that the fees and expenses of any such counsel so chosen by Indemnatee shall be borne by Indemnatee, and (ii) Contractor shall promptly reimburse Indemnatee for the full amount of any loss resulting from such claim and all related expense incurred by Indemnatee. So long as Contractor is reasonably contesting any such claim in good faith, Indemnatee shall not pay or settle any such claim. If Contractor does not notify City and Indemnatee within twenty (20) days after receipt of Indemnatee's notice of a claim of indemnity under this Agreement that Contractor elects to undertake the defense of such claim, Indemnatee shall have the right to contest, settle or compromise the claim in the exercise of Indemnatee's exclusive discretion, which shall be at the expense of Contractor. Contractor shall not, without the prior written consent of City and Indemnatee, enter into any settlement agreement on terms that would diminish the rights provided to Indemnatee or increase the obligations assumed by Indemnatee under this Agreement.

7.3 Prompt Notice. Both Contractor and City agree to give each other prompt written notice of any threat, warning or notice of claim or action against the other.

8. **Insurance.** On or before beginning any of the services or work called for by any term of this Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the City the insurance specified herein below with insurers and under forms of insurance satisfactory in all respects to the City. If Contractor maintains higher limits than the minimums shown below, City shall be entitled to coverage for the higher limits.

8.1 General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damaging, including operations, products and completed operations.

8.2 Cyber Insurance & Privacy policy: \$1,000,000 per occurrence shall include coverage for losses sustained from a data breach, including investigation, notification, damages, credit monitoring for at least two years. This may be a separate

policy or included in Contractor's general liability or professional liability coverage.

8.3 Automotive Liability: \$1,000,000 per accident for bodily injury and property damage for owned, hired and non-owned vehicles.

8.4 Workers' Compensation: as Required by the State of California and Employers' Liability of \$1,000,000 bodily injury. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

8.5 Professional Liability: \$1,000,000 combined single limit

8.6 Endorsements. The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

The City of San Pablo, the City of Pinole, the City of Hercules and the Contra Costa Community College District and their officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by Contractor and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.

8.7 Primary Insurance. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City of San Pablo, the City of Pinole, the City of Hercules and their officers, officials, employees, and volunteers.

8.8 Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the City.

8.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

9. Limitation of Consequential Damages.

9.1 Limitation of Damages. IN NO EVENT WILL CONTRACTOR BE LIABLE TO CITY, ANY PARTY TO THE TRI-CITY AGREEMENT, OR CONTRA COSTA COMMUNITY COLLEGE DISTRICT FOR LOST BUSINESS, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR UNDER ANY QUASI-CONTRACTUAL THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, OR OTHERWISE ARISING OUT OF THE QUALITY, CONDITION OR USE OF THE SOFTWARE OR ANY OTHER ASPECT OF THE PROJECT. FURTHER, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY AMOUNT WHICH EXCEEDS THE AMOUNT PAID BY THE CITY UNDER THIS AGREEMENT.

IN NO EVENT SHALL CITY, TRI-CITY CONSORTIUM MEMBERS OR CONTRA COSTA COMMUNITY COLLEGE DISTRICT BE LIABLE TO CONTRACTOR FOR ANY LOST BUSINESS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT INCLUDING NEGLIGENCE, BY STATUTE OR UNDER ANY QUASI-CONTRACTUAL THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Confidential Information.

10.1 Definition. "Confidential Information" shall mean, with respect to a party hereto, all information or material which: (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of that party; and (ii) which is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, or (B) known by the parties to be considered confidential or proprietary. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

10.2 Safeguarding Confidential Information. Each Party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable diligence and care. Each party hereby agrees that (i) during the term of this Agreement and at all times thereafter it shall not commercialize or disclose the other party's Confidential Information to any person or entity, except to its own personnel, and in the case of City, the personnel of City and Tri-City Consortium (collectively, the "Representatives") having a need to know; (ii) it will not use or permit its Representatives to use any Confidential Information for purposes other than in connection with performance of its duties under this Agreement; (iii) it will disclose Confidential Information of the other only to those Representatives who are contractually bound to maintain the confidentiality thereof; and

(iv) it will be responsible for any disclosure or misuse of Confidential Information by such representatives.

10.3 Disclosure. Notwithstanding the foregoing, each party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal process or requirement of law (including such requirements under the California Public Records Act), or in defense of any claims or causes of action asserted against it; provided, however, that it shall: (i) first notify the other of such request or requirement, or use in defense, unless such notice is prohibited by statute, rule or court order; (ii) attempt to obtain the other's consent to such disclosure; and (iii) in the event consent is not given, agree to permit a motion to quash, or other similar procedural step, to frustrate the production or publication of information. Notwithstanding the foregoing, nothing herein shall require either party to fail to honor a subpoena, court or administrative order or legal requirement on a timely basis. Each party shall cooperate with the other in an effort to limit the nature and scope of any required disclosure of Confidential Information.

11. Termination.

11.1 Termination. The City may terminate this Agreement with 60 days prior written notice to the Contractor with payment made for the services provided to date. Except for a breach by the City, Contractor may not terminate this Agreement. Either party may terminate this Agreement for any breach by the other party after 60 days written notice to the other party.

11.2 Data. Upon expiration or termination of this Agreement, Contractor shall have no obligation to maintain or provide any data of City or Tri-City Consortium. Unless legally prohibited, Contractor shall delete all such data in its systems or otherwise in its possession or under its control, but only after providing City 90 days' notice of such intent in order to allow determination of the legality of doing so.

11.3 Return of Documentation. Upon termination each party will return any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so

11.4 Transition. In the event of termination or if Contractor becomes subject to bankruptcy or similar proceedings or otherwise ceases to provide the Software or services for this Project during the term of this Agreement, in each case without a successor entity, Contractor shall at no charge to City or Tri-City Consortium (i) provide all data in Contractor's possession to City in an industry-standard format and (ii) provide assistance as reasonably necessary to facilitate City's transition to another provider of services.

12 Miscellaneous.

12.1 Excusable Delays. In no event shall either party be liable one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to, acts of God; acts of the public enemy; acts of terrorism; acts of the United States of America, or any state, territory or political division thereof; pandemics, including federal, state, regional, county or City restrictions on non-essential workers resulting thereof; fires, floods or other natural disasters.

12.2 Notices. Any legal notice, consent, or other communication will be in writing and may be delivered in person, by mail, or by facsimile copy. If hand delivered, the notice will be effective upon delivery. If by facsimile copy, the notice will be effective when sent. If mailed, the notice will be effective three (3) business days after being deposited with the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient, as follows:

City:

Matt Rodriguez, City Manager
San Pablo City Hall
1000 Gateway Avenue
San Pablo, CA 94806

Fax: 510-215-3011

Contractor:

Anthony B. Richards, President
Sun Ridge Systems Inc.
P.O. Box 5071
El Dorado Hills, CA 96762

Fax: 530-672-2385

Each party may change its address for notification purposes by giving the other party written notice of the new address and the date that it will be effective.

12.3 Publicity. Contractor may designate City or the Tri-City Consortium as a customer of Contractor on its marketing materials both off-line and on the Internet only with City written approval.

12.4 Binding Agreement. This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

12.5 Assignment. Except as set forth herein, neither party may subcontract, assign or otherwise transfer this Agreement without the consent of the other. Nevertheless, upon written notice to City, this Agreement may be assigned or transferred in connection with a combination, merger, or the sale of all or substantially all of the business or assets of the Contractor's business.

12.6 Relationship of the Parties. The parties hereto agree that each party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its own respective employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

12.7 Governing Law; Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the State of California, without reference to its conflict of laws principles and any legal action venued in Contra Costa County.

12.8 Modification, Amendment, Supplement, Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure or delay of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement.

12.9 Exhibits and Attachments. The terms and conditions of any and all Exhibits and other attachments to this Agreement, whether now in existence or created hereafter, are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein.

12.10 Order of Precedence. In the event of discrepancies between documents, the order of precedence shall be as follows (highest to lowest):

- Exhibit A – Scope of Work
- Exhibit C – Cost and Payment Schedule
- Exhibit B – Support Services Agreement
- Contractor's Proposal
- Request for Proposals
- Tri-Cities Agreement

12.11 Entire Agreement. This Agreement, together with all the exhibits and other attachments hereto, constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral between the parties respecting the subject matter hereof.

12.12 Survival. The following sections shall survive termination of this Agreement: 6 (Warranty Disclaimer); 7 (Indemnification); 8 (Insurance) 9 (Limitation

of Consequential Damages); 10 (Confidential Information) and 12.13 (Miscellaneous: Conflict of Interest).

12.13 Conflict of Interest. Contractor (including principals, associates and employees) covenants and represents that it does not now have any investments or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Contractor's services hereunder. Contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

12.14 Compliance with Laws. Contractor shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12.15 Licenses. Contractor represents and warrants to City that it has and will maintain all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to undertake this Project and the services under this Agreement.

12.16 Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

12.17 Public Record. This Agreement is a public record and will be available to the public if requested.

12.18 No Intended Third-Party Beneficiaries. Except for the Tri-City Consortium Members and Contra Costa College District, this Agreement is entered into solely for the benefit of the Parties and no third-party will be deemed a beneficiary of this Agreement or have any right to make a claim or assert a right under this Agreement.

12.19 Records.

12.19.1 Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for supplies or services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

12.19.2 Contractor shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

12.19.3 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

12.19.4 Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Supplier, Supplier's representatives, or Supplier's successor-in-interest.

12.20 Dispute Resolution. The Parties shall provide written notice within thirty (30) days of becoming aware of an unresolved dispute. The Parties agree to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of

the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the Parties fail to resolve the dispute, either may assert its respective rights and remedies in a state, district or federal court with jurisdiction over Contra Costa County. Nothing in this section shall prevent the Parties from agreeing to mediation before invoking a court process.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the day, month and year first above written.

City of San Pablo:

By: _____

Print Name: _____

Title: _____

Date: _____

Sun Ridge Systems, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A - SCOPE OF WORK

Section 1 – Software Licenses

The City has purchased licenses for the following Software licenses.

- RIMS Computer Aided Dispatch Software
- RIMS Records Management Software
- RIMS Mobile Computer Software*
- RIMS In-Station Mapping Software
- RIMS Mobile Mapping Software
- Citizen RIMS Public Access Software
- iRIMS Law Mobile App Software
- RIMS Officer Training Management Software (San Pablo and Pinole Only)
- RIMS Collaborate Data Sharing Software

*The only Software to be licensed for use by the Contra Costa Community College District.

The City has purchased licenses for the following RIMS interfaces.

- RIMS E911 Link Software
- RIMS State (CLETS) Link Software
- RIMS CopLogic Link Software (San Pablo Only)
- RIMS AutoCite Link Software
- RIMS AFIS Link Software
- RIMS FileonQ Link Software
- RIMS AXON Link Software
- RIMS Crossroad Collision Import Software

Section 2 – SQL Services for ARIES Scripts

SQL support services included in this Scope of Work are as follows:

- Extracting the SQL scripts written by ARIES staff from the RIMS system at Pleasant Hill PD
- Copying those scripts to the San Pablo RIMS server
- Installing the scripts on the Tri-City Consortium databases
- Running the scripts and confirming that data is transferring to ARIES

This Scope of Work does NOT include any verification that the extracted data is properly reflected in ARIES, only that the data pulled by the ARIES scripts has been received by ARIES.

You will be responsible for establishing connectivity between your server and ARIES. Additionally, you will be responsible for providing any SQL updates or tools that may be required to support these scripts.

Section 2 - Project Schedule

Upon execution of the Agreement, Contractor and City shall define a mutually agreed on project schedule by task. The schedule is flexible and subject to mutually agreed to changes.

Section 3 – Hardware/Equipment

Contractor is providing no hardware or equipment.

Section 4 – Third-Party Software

Contractor is providing no Third-Party software.

Section 5 - Installation

Contractor shall install all Contractor provided Software on City provided servers. City servers and workstations (including desktop and laptop computers as well as Android and/or iOS devices) shall meet the minimum specifications setup forth in Section 11. Access to City supplied servers shall be via remote access using a product called Bomgar by BeyondTrust.

Additionally, Contractor shall instruct Cities IT on how the installation of the RIMS client (in-station, mobile and Android/iOS devices) software as well as other RIMS products on City provided workstations.

As part of installation, Contractor shall setup a basic system backup process to local disks.

Section 6 – Configuration

Contractor shall provide the following sessions to the City's designated RIMS Administrators:

Initial Setup: Consists of two (2) sessions, not to exceed four (4) hours per session instruction on the preliminary configuration of RIMS. Initial Setup is conducted over the phone and via remote access to the City's RIMS via remote access. The City will be given specific assignments to be completed at the conclusion of the sessions.

RIMS Configuration and Setup: Consists of three (3) contiguous days onsite. This session continues the system setup that was started with the Initial Setup sessions. The RIMS Administrators will be instructed on how to configure RIMS to most closely meet the desired operational procedures of the City. In some cases, the RIMS Administrators may find that modifying existing procedures may be desired in order to take full advantage of RIMS functionality. The RIMS Administrators will additionally be instructed in setting up the remaining tables and values needed for the modules the Cities are sharing. Discussions will include:

- Customization of drop-down menu choices for 200+ fields
- The Cities' records management operational decisions
- Paper flow vs paperless vs less paper for records
- Selection of case format type
- Review of data conversion processes and implementation, including reviewing data and starting data translations if converted data is available at the time the session is scheduled.

Section 7 - Data Conversion.

The services listed in the price chart include converting data only from your existing single, multi-agency Tyler Technologies/New World Systems records management system. Additionally, as part of the conversion process, Contractor will bring in a pre-defined list of attachment file types that can be readily identified via a Tyler Technologies "link" table. City will ensure that there is a data connectivity path between the RIMS server and the location/server of where the attachment files reside.

Converting any other data, including other data sources or data from third party products, is not included. You are responsible for extracting that data and providing it to us for conversion. Once we receive the extracted data, we will evaluate it to determine which items may be converted into RIMS. As part of our standard data conversion, we attempt to convert the following items. In some instances, not all data may be available or suitable for conversion.

- People:
 - Person Name(including combining duplicates based on 6-way match)
 - DOB
 - Contact Information
 - Description
 - Identification Numbers
 - Officer Safety Notifications
 - Log Entries for Connections to Cases
 - Log Entries for Citations
 - Log Entries for Field Contacts
 - Mug Shots (if stored in the RMS and NOT a separate database or system).

- Arrests:
 - Arrestee
 - Date/Time
 - Charges
 - Counts
 - Offense Level
 - Disposition
 - Booked/Cited Out.
- Vehicles:
 - License (including combining duplicates based on 2-way match)
 - License
 - State
 - Make
 - Model
 - Year
 - Color
 - Type
 - Log Entries for Connections to Case
 - Log Entries for Field Contacts
 - Log Entries for Citations.
- Cases:
 - Location
 - Date Reported
 - Date Occurred
 - Classification/Type
 - Offenses
 - Case Dispositions
 - Date of Dispositions
 - Officer ID
 - Persons
 - Vehicles
 - Narratives
 - Supplements.
 - Attachments to cases.
- Accident Reports:
 - Location
 - Date Reported
 - Date Occurred
 - Classification/Type
 - Offenses
 - Case Dispositions
 - Date of Dispositions
 - Persons
 - Vehicles
 - Narrative
 - Supplements
 - CHP 555 Form/pdf and Diagrams as part of attachments process.
- Warrants (if applicable):
 - Person Name
 - Warrant #
 - Warrant Date
 - Type
 - Felony/Misdemeanor
 - Reason
 - Court
 - Judge
 - Case #

- Cite
- Docket
- Ref #
- Agency
- Charges
- Comment
- Bail Amount
- Served Date
- Returned Date
- Returned Reason
- Recalled Date
- Recalled Reason.
- Property in Cases:
 - Category
 - Article
 - Status
 - Description
 - Brand
 - Model
 - Item #
 - Property Code
 - Locations
 - Value-stolen
 - Recovered
 - Damage
 - Officer.
- Premises:
 - Common Place Name
 - Address
 - Contract Person
 - Contract Phone Number
 - Alarm.
- Streets (if electronic street file is available):
 - Street Name
 - Intersections (with block ranges).
- Officer:
 - Name
 - ID
- Users:
 - Name
 - ID

CAD and Property Room data will not be converted.

This also includes 2-days of onsite conversion review with a Contractor's trainer.

Section 8 - Map Engineering Services

Contractor will provide map engineering services assuming an ESRI-based map source file.

In-Station Mapping Software. The City shall provide the ESRI ArcView maps source data file. Contractor will load the City supplied ESRI-based maps into RIMS. Contractor is NOT responsible for the accuracy of the City's' map source. The City is responsible for licensing cost for ESRI ArcView. The City will need one copy of ArcView GIS v10.1 (or later)

that can be used for the first position, and then a copy of ArcGIS 10.1 (or later) Runtime Engine for each additional in-station unit that will use RIMS Mapping.

Section 9 - Integration.

Contractor shall provide RIMS sided interfaces for all third-party software applications listed above. The City must coordinate with third-party vendors to complete and test each interface.

Section 10 - Training

Contractor is providing "end user" training all of which shall be conducted on-site at a City provided location(s). Training days are contiguous, including weekends. Class times are 0800 to no later than 1700. Contractor will provide a training plan at least 30 days prior to the first training session, generally following the parameters and total number of classes set forth in the chart below but with the specifics mutually agreed upon by the Parties.

Contractor will provide course materials/handouts in electronic format in advance of the training.

End User Training

Subject	Remote	Onsite	Sessions Offered	Days Per Session	Total Days	Class Size
RIMS Configuration and Setup	X		1	3	3	Not to exceed 5 students
Dispatcher Training		X	3	2	6	1 student per workstation
Officer/Mobiles Training		X	8	2	16	No more than 2 students per workstation/20 students per session
Records		X	3	1	3	1 student per workstation
Admin Review		X	3	1	3	NA
Mobile Training - CCCCDPD Only		X	2	1	2	No more than 2 students per workstation/20 students per session

Section 11 - Go Live Support

Three (3) Contractor staff will be on site for Day 1 of Go Live and two (2) Contractor staff will be onsite the day after Go Live to answer questions and to address any system problems.

Section 12 - The City's Responsibilities

The City is responsible for the following:

- Installation of all remaining client workstations
- Installation of all remaining mobile computers
- Installation of all remaining smartphone/tablet devices

- Coordinate and schedule resources of the Cities to include IT staff
- Identify RIMS Administrators from each police department
- Provide system and other third-party software including SQL Server (2016+), ERSI Licenses (one copy ArcView GIS v10.1 or later and ArcView GIS v10.1 or later Runtime Engine for each position running ESRI-based maps), Windows Server 2019+ (64 bit)
- Provide data communications infrastructure (network, wireless, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Establishing connectivity between the RIMS server and ARIES and providing any SQL updates or tools that may be required to support the ARIES scripts
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third party vendors (E911 provider, DOJ and any other necessary third-parties) and coordinate their schedules and costs they may charge the City to provide, install and test their portion of the interface to RIMS.
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file (ESRI)
- Ensure accuracy of the map source
- Ensure all user-maintained configuration and data validation tables are completed prior to the start of training
- Provide training facilities and workstations (meeting minimum workstations requirements) and ensure access to RIMS training database from the training location(s)
- Training facilities must meet current Federal, State and local guidelines for health and safety, including those that may affect class size and physical configuration
- Make paper copies of class materials and handouts provided by Contractor
- Schedule the City staff into requisite classes
- Assume any costs for staff overtime or other expenses incurred to support training schedule
- Provide all hardware. The City represents it has adequate dedicated space on an SQL database server ("Main") and a second server ("Communications") and that these servers meet the minimum requirements outlined below. Moreover, servers have network connectivity and appropriate security containing virus protection software and firewalls. The City will allow remote access to Contractor using Contractor's Bomgar by BeyondTrust remote access software to allow Contractor to meet its responsibilities under this Agreement.
- RIMS software supports a traditional hardware platform or a virtual platform. The hypervisor software products supported - VMWare, Hyper-V and others.
- Minimum Specifications (If using existing PCs) - Monitor Resolution: 1920 x 1080 (workstations and servers)

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+
4 GB RAM	16 GB RAM
Any size disk	1 TB Disk
	Microsoft SQL Server 2016+

- **Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080**

PC Workstations	Database Server
Windows 10+	Microsoft Windows Server 2016+
8 GB RAM	32 GB RAM
Any size disk	2 TB Disk
	Microsoft SQL Server 2016+

- **Mobile Computer Specifications - Recommended Specifications (If purchasing new PCs) Monitor Resolution: 1920 x 1080**

Mobile Computers
Windows 10+
8 GB RAM
Any size disk

- **Additional Features for Mobile Computers:** Wireless-Based Modem, Virus Protection Software, 2 or more USB ports, Internet Access (if using Google Maps).
- **Option features for Mobile Computers include:** Touchscreen, Driver License Reader (USB), and Fingerprint reader by Digital Persona.

Mobile App Devices	
iPhones/iPads	Android
iOS v12+	Android v6 (Marshmallow) or greater

EXHIBIT B – SUPPORT SERVICES AGREEMENT

Under this agreement Contractor agrees to provide the following support services to the City:

1. **Coverage Hours.** Contractor will provide a toll- free phone number for the City to call whenever a covered problem occurs. Normal service hours will be Monday-Friday, 8AM-5PM PST, with the exception of New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day ("common holidays"). However, for instances when the City's system is partially or completely inoperable due to a Contractor's Software problem that has already been triaged by San Pablo staff pursuant to the Tri Cities Consortium Agreement ("Critical Problems") preventing basic system operation, service will be available 24 hours, 7 days a week, common holidays included.
2. **Contractor's Response to reported problems.** Contractor agrees to provide service and assistance as expeditiously as possible as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. Contractor will work to resolve the problem based on the severity of the problem *and* the urgency reported by the City.
 - For Critical Problems, Contractor personnel will work with the City until the situation is resolved.
 - For problems that are non-Critical Problems that have a lesser though continuing impact on operations of the City ("Non-Critical Problems"), Contractor will endeavor to provide a solution or work around within 72 hours of the problem being reported by the City.
 - For problems that are not Critical Problems and are not Non-Critical Problems as determined in the City's sole discretion ("Minor Problems") Contractor may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product update.
3. **City equipment and software responsibilities.** During project implementation, the City agrees to allow Contractor to remotely connect to the City's system when a problem is reported. Contractor uses BeyondTrust Remote Support Software for this purpose. BeyondTrust software provides superior security and does so over an ordinary internet connection via a Contractor's server that hosts a BeyondTrust security hardware device. Contractor will use this connection to examine data files related to reported problems and to provide updates and corrections when necessary. Once project is final and accepted, City will not allow unattended or unescorted access.
4. **Provision of Software updates.** Contractor will provide at no additional cost all new enhanced and updated versions of software licensed to the City. This Software will be provided with detailed installation instructions for installation by the City. If desired, the City may retain Contractor to perform any installation at additional cost to be determined on a per case basis. Updates are distributed via download from the Contractor's ftp web site. Contractor will not be obligated to provide service for release versions that are more than two annual release versions older than the current release.
5. **Term.** The term of this Support Services agreement shall be three (3) years from the date of the start of the Test Period. At the end of the third year, City may purchase an additional year or Support upon annual payment of an annual support invoice.
6. **Limitations.** Contractor agrees to provide support only for public safety application Software provided by Contractor. Other software used by the City (word processing, spreadsheet, etc.) is not included in this agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Contractor may assist the City in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server), or migrating the Software to another server or VM.

The City may request that Contractor provide support services outside the limitations of this Support Services agreement. If Contractor agrees to provide any requested additional support services, which Contractor may do

or decline to do in its sole discretion, such support services will be provided at Contractor's then-current rate and on such other terms and conditions as Contractor may require.

This agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, network, scanners and other computer peripheral devices with the exception that Contractor will assist the City in determining whether a problem is RIMS application software in nature.

7. Entire Agreement. This Support Services Agreement and the Agreement for the Installation, Support and Software License for a Fully-Integrated Computer-Aided Dispatch System, Records Management, Mobile Computing and Field Reporting system between the City of San Pablo and Sun Ridge Systems, Inc., and the together with all the exhibits and other attachments hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral between the parties respecting the subject matter hereof.

City of San Pablo:

Sun Ridge Systems, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Attest:

Dorothy Gantt, City Clerk

Approved as to Form:

Lynn Tracy Nerland, City Attorney

EXHIBIT C –COST AND PAYMENT SCHEDULE

Payment Schedule

In consideration for the Project to be provided by Contractor under this Agreement, the City agrees to pay Contractor the Total Contract Amount ("Contract Amount") provided below according to the following schedule ("Payment Schedule"):

<u>Milestone</u>	<u>Amount of Payment</u>
Contract Signing	25% of Contract Amount
Software Installation Complete	25% of Contract Amount
Training Complete	25% of Contract Amount
Final Acceptance	25% of Contract Amount

The City shall not be entitled to withhold or delay payments due to Contractor pursuant to the above Payment Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit D where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Contractor's reasonable control, with the understanding that there would be no additional charges for services related to deliverables that the parties mutually agree will occur after final acceptance.

Invoices

Invoices shall be sent to:

San Pablo Police Department Attn: Accounts Payables at Policerecords@SanPabloCa.gov

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

Contract Amount

ITEM	Price
RIMS Computer-Aided Dispatch Software	\$208,000
RIMS Records Management Software	\$163,300
RIMS Mobile Computer Software	\$125,000
RIMS E911 Link Software	\$19,500
RIMS State Link Software	\$19,500
RIMS In-Station Mapping Software	\$54,000
RIMS Mobile Mapping Software	\$19,500
RIMS CopLogic Link Software - SPPD Only	\$2,500
Citizen RIMS Public Access Software	\$20,200
RIMS AutoCite Link Software	\$5,400
Data Conversion Services - Multi-Agency	\$60,000
Data Conversion - Attachments	\$6,500
iRIMS Mobile App Software	\$35,800
RIMS -Crossroads Collision Import Software	\$6,600
Map Data Engineering	\$6,000
Installation and Training	\$140,382
RIMS AFIS Link Software	\$8,300
SQL Services - Add ARIES Scripts	\$10,000
RIMS to FileOnQ Link Software	\$16,200
RIMS AXON Link Software	\$9,600
RIMS Training Management Software (SPPD/HPD Only)	\$9,000
RIMS Collaborate Data Sharing Software	\$18,700
RIMS CHP 555 Export to SWITRS	\$19,000
Project Management	\$94,000
First Year Support and Updates	\$113,759
Second Year Support and Updates	\$113,759
Third Year Support and Updates	\$113,759
Contract Amount	\$1,418,259



CITY COUNCIL REPORT

10A

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ERIC S. CASH, CITY ATTORNEY

SUBJECT: HISTORY OF THE PLEDGE OF ALLEGIANCE

RECOMMENDATION

Staff recommends the City Council receive the following report on the history of the pledge of allegiance.

BACKGROUND & DISCUSSION

History of the Pledge of Allegiance

The pledge of allegiance was written in 1891 by Francis Bellamy to commemorate the 400th anniversary of Christopher Columbus' arrival in America. At the time, the intent of the pledge for Bellamy was to capture the "underlying spirit" of the American republic, which was rooted in a nativist sentiment. Bellamy sought to define "true Americanism" against and in contrast to the rising tide of southern and eastern European immigrants "pouring over our country."

The pledge received official recognition by Congress on June 22, 1942 when the pledge was formally included in the U.S. Flag Code. The U.S. Flag Code is an area of federal statutory law that provides rules and regulations regarding the use of the U.S. flag, and includes reference to the pledge of allegiance.

Also in 1942, Congress established the current practice of rendering the pledge with the right hand over the heart. The official name "The Pledge of Allegiance" was adopted in 1945. In 1954, as the Cold War intensified, the words "under God" were added to the pledge of allegiance by Congress to distinguish the United States from what some referred to as "godless Communism." The change in 1954 was the last change to the language of the pledge. The Flag Code specifies that any future change to the pledge would have to be with the consent of the President.

Around the time of World War II many public schools started to require the morning recitation of the pledge of allegiance. Today, many states require public schools to make time for the pledge of allegiance. California, Michigan, Vermont, Nebraska, Iowa, Wyoming and Hawaii are states that do not require recitation of the pledge of allegiance in public schools. There is no legal requirement that a public school or public institution recite the pledge of allegiance. In fact, the United States Supreme Court has held that

the government can neither require a student to participate in the pledge nor compel them “to engage in what amounts to implicit expression by standing at respectful attention while the flag salute is being administered.”

History of the Pledge of Allegiance In Public Meetings

The origins of reciting the pledge of allegiance at public meetings is unclear. Congressional sessions at the US Capital open with the recital of the pledge of allegiance. Similarly, many local public agencies over time have adopted the practice of reciting the pledge of allegiance at the start of public meetings. Many local cities and public agencies in the Bay Area do recite the pledge of allegiance at regular meetings of their legislative bodies. However, there are also some agencies that do not. For example, the City of Berkeley has a history of not reciting the pledge at City Council meetings. During the Vietnam War in the 1970s, the Berkeley City Council decided to stop recitation of the pledge. Following the end of the war, in the 1980s, the City Council decided to reinstate recitation of the pledge once a year at its first meeting in September following the August break. This is still in effect in the City of Berkeley today. While Berkeley is unique in that regard, there are other local agencies that do not recite the pledge of allegiance. The West Contra Costa Transportation Advisory Committee and Stege Sanitary District, for example, do not include an item on their public meeting agenda for recitation of the pledge of allegiance.

In April 2021, the Pinole City Council approved revisions to the City Council Procedures. The City Council Procedures includes a sample meeting agenda wherein Item 1 is a “CALL TO ORDER & PLEDGE OF ALLEGIANCE IN HONOR OF US MILITARY TROOPS.” The City of Pinole is unique in that the Council Meeting agenda not only provides for the recitation of the pledge of allegiance, but does so in honor of US military troops. The City Council Procedures do not require Councilmembers to recite the pledge of allegiance. In April 2021, the City Council also approved the City Council Norms of Behavior. The norms provide the guiding principles for how the Council should behave toward each other, as well as during Council meetings. The norms do not mention recitation of the pledge. There are no provisions under the U.S. Constitution, federal law, the California Constitution, or other state law that requires the City, or individual Councilmembers, to recite the pledge, and thus the City has no policies reflecting this position.

FISCAL IMPACT

None.

3752836.2



CITY COUNCIL REPORT

10B

DATE: MAY 18, 2021

TO: MAYOR AND COUNCIL MEMBERS

FROM: ANDREW MURRAY, CITY MANAGER
MARKISHA GUILLORY, FINANCE DIRECTOR

SUBJECT: FINAL PROPOSED LONG-TERM FINANCIAL PLAN FOR FISCAL
YEAR (FY) 2021/22 - FY 2025/26

RECOMMENDATION

Adopt a resolution approving the Final Proposed Long-Term Financial Plan for Fiscal Year (FY) 2021/22 - FY 2025/26 (attached).

BACKGROUND

In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025. The Strategic Plan identified four goals for the City (safe and resilient, financially stable, vibrant and beautiful, and high performance), and 22 individual strategies (special projects) to complete over a five-year timeframe.

One of the strategies under the goal of a financially stable Pinole is to “develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).”

The City has developed a Long-Term Financial Plan for Fiscal Year (FY) 2021/22 - 2025/26 to address this Strategic Plan strategy.

City staff presented the Preliminary Proposed version of the LTFP to the Finance Subcommittee on April 28, 2021. The Finance Subcommittee received public comment, discussed the document, and provided direction to staff on changes to incorporate into the next draft of the document, the Revised Proposed LTFP. Staff made the requested changes as directed and presented the Revised Proposed LTFP to the Finance Subcommittee on May 12, 2021.

Staff has created the attached Final Proposed version of the LTFP, which incorporates the Finance Subcommittee’s feedback and direction from April 28, 2021 and May 12, 2021. Staff is seeking the City Council’s adoption of the Final Proposed LTFP. Should the City Council desire changes to the Final Proposed version, staff will create a

Revised Final Proposed version for consideration by the City Council at a subsequent meeting.

REVIEW AND ANALYSIS

This inaugural City LTFP will have a narrower scope than future LTFPs. (Staff is anticipating creating new LTFPs every two years going forward.) The objective of this inaugural LTFP is to establish the methodology by which the City will conduct forecasting for the purpose of the LTFP, establish the organization and scope of the LTFP, and identify the major challenges and opportunities and expenditure and revenue options that the City will face over the next five years. This LTFP does not recommend specific changes to service levels or recommend associated new revenue mechanisms. That would be a goal of future LTFPs. Even with a more limited scope than future LTFPs, this inaugural version will be a valuable resource for City leaders when they make future financial and operational decisions.

Note that the LTFP references a community survey. City staff has deployed a community survey to gather input on the major challenges and opportunities that the City will face over the next five years. A summary of the responses received so far can be found in the LTFP section on major challenges and opportunities.

City staff invites the feedback of the City Council and members of the public on the methodology, organization and scope, and content of the Final Proposed LTFP.

FISCAL IMPACT

The final Long-Term Financial Plan for Fiscal Year (FY) 2021/22 - FY 2025/26 adopted by the City Council will be a valuable resource for City leaders when they make future financial and operational decisions. The LTFP does not itself require or authorize any expenditure of City funds, and therefore does not itself have any fiscal impact to the City.

ATTACHMENTS

- A. Final Proposed Long-Term Financial Plan for Fiscal Year (FY) 2021/22 - FY 2025/26
- B. Resolution Approving the Long-Term Financial Plan for Fiscal Year (FY) 2021/22 - FY 2025/26

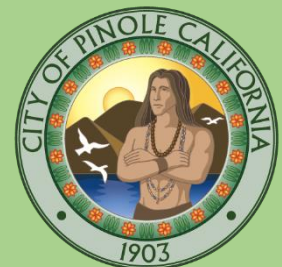
City of Pinole

Long-Term Financial Plan for Fiscal Year (FY) 2021/22 - FY 2025/26



Final Proposed Version

May 18, 2021



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TABLE OF CONTENTS

Table of Contents	i
Elected Officials and Department Heads	iii
Strategic Plan 2020 – 2025 Vision, Mission, and Goals	iv
Executive Summary	1
Introduction	2
Background.....	2
Purpose.....	2
Scope	2
Development Process.....	2
Long-Term Financial Forecast.....	4
Introduction.....	4
Forecast Methodology	4
Major Economic and Demographic Trends.....	4
Demographic and Cultural Changes	4
Economic Changes.....	5
Status Quo Forecast	5
Revenues	8
Expenditures	10
Fund Balance	11
“FY 2021/22 Proposed Budget Staffing Level” Forecast	12
Major Challenges and Opportunities Over the Next Five Years	14
Major Challenges.....	14
Major Opportunities.....	15
Policy Alternatives - Additional Discretionary Expenditures	17
Unfunded/Deferred Liabilities	18
Unfunded Liabilities.....	18
Deferred Maintenance and Renewal	19
Service and Program Expansion	21

Expansion of Existing Services	21
New Services.....	22
Capital Expansion.....	23
Additional Reserves	23
Policy Alternatives – Additional Revenue and Expenditure Reduction Options	25
Additional Revenue	25
New Local Revenue	25
New Federal Funding.....	29
Additional Cash from Debt	29
Expenditure Reductions	29
Optimal Service Levels and Revenues	31
Summary and Next Steps.....	32

ELECTED OFFICIALS AND DEPARTMENT HEADS

ELECTED OFFICIALS

Mayor	Norma Martinez-Rubin
Mayor Pro Tem	Vincent Salimi
Council Member	Devin Murphy
Council Member	Anthony Tave
Council Member	Maureen Toms
Treasurer	Roy Swearingen

DEPARTMENT HEADS

City Manager	Andrew Murray
Assistant City Manager	Hector De La Rosa
City Attorney (Contract)	Eric Casher
City Clerk	Heather Iopu
Development Services Director	Tamara Miller
Finance Director	Markisha Guillory
Fire Chief	Chris Wynkoop
Police Chief	Neil Gang

STRATEGIC PLAN 2020 – 2025 VISION, MISSION, AND GOALS

VISION

Pinole is safe, vibrant, and innovative community with small town charm and high quality of life.

MISSION

Pinole will be efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

GOALS

1. **Safe and Resilient Pinole:** Develop and communicate resilience through quality public safety service delivery, property maintenance policies and practices, and disciplined investment in community assets.
2. **Financially Stable Pinole:** Ensure the financial health and long-term sustainability of the City.
3. **Vibrant and Beautiful Pinole:** Facilitate a thriving community through development policies and proactive relationship building.
4. **High Performance Pinole:** Build an organization culture that is efficient, ethical, and effective in delivering quality services with community involvement and fiscal stewardship.

EXECUTIVE SUMMARY

The City of Pinole's Long-Term Financial Plan (LTFP) for Fiscal Year (FY) 2021/22 - FY 2025/26 has been created to help implement the City's Strategic Plan 2020 – 2025. It has been developed in conformance with public finance best practices.

The LTFP identifies any major economic or demographic trends that might impact future requests for City services and City revenues. It includes a five-year forecast of General Fund, including Measure S funds, revenues and expenditures based on the City's current services and revenue sources and assumptions about the future. The forecast anticipates that the General Fund will be structurally balanced over the five-year period.

The LTFP identifies the major challenges and opportunities that the City will likely face over the planning horizon, as well as the main discretionary service level/expenditure options and new revenue options that the City can consider and should bear in mind as it makes future financial and operational decisions.

This inaugural LTFP does not recommend any specific new service levels or programs for the City, nor identify specific matching revenue sources to support them. Rather, this LTFP forecasts the City's budget condition over the next five years and identifies a number of revenue and expenditure options the City Council can consider implementing in the future. City staff anticipates creating an updated LTFP on a biennial basis going forward, and expects that future LTFPs will have more specific recommendations on service levels and programs and associated funding sources.

INTRODUCTION

BACKGROUND

In February 2020, the City Council adopted the City of Pinole Strategic Plan 2020 – 2025. The Strategic Plan identified four goals for the City (safe and resilient, financially stable, vibrant and beautiful, and high performance), and 22 individual strategies (special projects) to complete over a five-year timeframe.

One of the strategies under the goal of a financially stable Pinole is to “develop a long-term financial plan (LTFP) and use it to guide budget and financial decisions (including policies regarding reserves and management of liabilities).” The City of Pinole Long-Term Financial Plan (LTFP) for Fiscal Year (FY) 2021/22 - FY 2025/26 has been created to address this Strategic Plan strategy.

PURPOSE

The purpose of the LTFP is to inform the City’s financial and operational decision making. The LTFP can be used as a guide to many planning and decision-making processes, such as the development of future budgets and Capital Improvement Plans (CIP). The LTFP also marks the beginning of the FY 2021/22 annual budget development process.

SCOPE

The Long-Term Financial Plan (LTFP) for Fiscal Year (FY) 2021/22 - FY 2025/26 covers the revenues and expenditures of the City’s General Fund, including the Measure S 2006 and Measure S 2014 funds, over a five-year period. Future LTFPs will cover all City funds.

DEVELOPMENT PROCESS

City staff began developing the LTFP in winter 2020/2021. The LTFP was created using public finance best practices. City staff consulted numerous resources to determine how to approach the project and create sound analysis. Best practices are well summarized in the key publication on municipal long-term financial planning, the Government Finance Officers Association’s (GFOA) Financing the Future: Long-Term Financial Planning for Local Government. GFOA, one of the leading professional associations in the public finance field, defines financial forecasting and long-term financial planning as follows:

- Financial forecasting is the process of projecting revenues and expenditures over a long-term period, using assumptions about economic conditions, future spending scenarios, and other salient variables.
- Long-term financial planning is the process of aligning financial capacity with long-term service objectives. Financial planning uses forecasts to provide insight into future financial capacity so that strategies can be developed to achieve long-term sustainability in light of the government's service objectives and financial challenges.

The main tasks required to create the LTFP were the following:

- Forecast revenues and expenditures using key assumptions about the City's operating environment;
- Identify the major challenges and opportunities that the City will face over the next five years;
- Identify policy alternatives, including changes to revenue sources and expenditures, that will result in a sustainable, long-term balance between desired service levels and City financial resources; and
- Gather feedback on a draft LTFP and gain Council approval of the final LTFP.

City staff has completed the necessary tasks using best practices. This has resulted in a LTFP that is consistent with GFOA's Long-Term Financial Planning best practice, which requires that a long-term financial plan:

- Use a planning horizon of at least five years;
- Include an analysis of the financial environment, revenue and expenditure forecasts, debt position and affordability analysis, strategies for achieving and maintaining financial balance, and plan monitoring mechanisms; and
- Be visible.

The LTFP development process was structured to support participation from a variety of stakeholders. Staff shared information and received input from Council Members and the public at multiple Finance Subcommittee and City Council meetings in spring 2021. Staff also gathered input from interested stakeholders through an online survey that specifically focused on identifying the most important challenges and opportunities that the City will face over the five-year planning period. The participatory development process has resulted in a LTFP that reflects the interests of the City Council and community.

City staff anticipates creating an updated LTFP on a biennial basis going forward.

LONG-TERM FINANCIAL FORECAST

INTRODUCTION

One of the key steps in creating a LTFP is to create a long-term financial forecast. A long-term financial forecast estimates future revenues and expenditures based on assumptions about the City's future operating environment. Over the past few years, the City has included a long-term financial forecast covering the General Fund, including the Measure S funds, in the annual budget. (The City also issued an updated five-year forecast in October 2020.)

FORECAST METHODOLOGY

As noted above, City staff followed public finance best practices when creating the LTFP, including when designing the forecast methodology. Staff reviewed the City's past forecasting work, the work of peer jurisdictions and other leading municipalities, and academic and professional materials on the topic. Staff used the FY 2020/21 revised mid-year budget as the base year of the five-year forecast and applied quantitative and qualitative methods. Quantitative methods involve using historic numerical data to forecast future numeric values. As an example, staff looked at average annual historic growth rates for various revenues and expenditures, then used those average growth rates to forecast future values for those revenues and expenditures. Qualitative forecasting methods involve using information other than historic numerical data to conduct forecasting. This might involve factoring into a forecast the opinions of experts regarding issues such as future economic conditions and changes in the regulatory environment. Staff incorporated some qualitative forecasting into the LTFP.

MAJOR ECONOMIC AND DEMOGRAPHIC TRENDS

Forecasting future conditions requires identifying the major current trends that will shape the future. The primary determinants of a city's financial sustainability are the demands for city services, the city's revenues, and service delivery methods. These are primarily driven by demographic and cultural changes as well as economic changes.

Demographic and Cultural Changes

City staff is not anticipating any significant changes to the demographics or cultural characteristics of Pinole's population over the five-year period covered by the LTFP. The City's total population has remained very stable over the past decade, growing less than 1% annually on average, and there are a limited number of sites available for significant new housing development, which would allow for a population increase. The Association of Bay Area Governments (ABAG) projects that Pinole's population will increase by 1,775 residents between

2020 and 2040, to a total of 21,280, which represents an annual growth rate of 0.44%. The City is expecting to receive applications for some new housing projects at infill sites, but it is not possible at this point to forecast how many new housing units might be created as a result, nor to forecast how such projects, if constructed, might impact the City's population and service demands. The City's demographics have also remained fairly stable, and staff is not anticipating any significant changes to demographics over the five-year planning horizon.

Economic Changes

Prior to the onset of COVID-19 in early 2020, the City was experiencing a steady, modest economic expansion, similar to that experienced by many other cities in the aftermath of the Great Recession. COVID-19 created an unanticipated shock to the national economy. Many of Pinole's businesses were significantly impacted by the shelter-in-place health orders, which disrupted many retail, restaurant, entertainment, and personal service activities. Due to public health interventions and the growing availability of vaccines, the local and national economies are expected to recover to pre-COVID-19 levels by late 2021, and thereafter resume the steady, modest growth of the pre-COVID period. Therefore, City staff is not anticipating any economic changes during the five-year planning horizon that would significantly influence the City's finances.

Due to the specific forms of taxation through which Pinole receives the majority of its General Fund revenue, particularly sales tax (including from online sales) and property tax, the City did not experience a significant loss of revenue due to COVID-19. For the purpose of the LTFP's long-term forecast, City staff is assuming a return to steady, modest revenue growth commensurate with steady, modest economic growth.

City staff expects that City operations will generally experience modest productivity gains consistent with those realized in the economy generally over the next five years. City staff also expects that if the federal government makes a significant new investment in infrastructure, perhaps through a new infrastructure bill, the cost of capital project materials and labor will increase. City staff does not have a precise sense of how that would likely impact the cost of City capital projects, and therefore has not included any related increased cost in the LTFP. Forthcoming CIPs will incorporate the City's estimate of any increase in the cost of capital projects due to additional federal investment.

STATUS QUO FORECAST

The five-year forecast that the City has included in recent annual budgets and updated in October 2020 is a "status quo" forecast. A "status quo" forecast assumes that the City continues current (status quo) staffing levels, service levels, and programs in the future and that the City does not establish any new revenue-generating mechanisms.

City staff has created an updated status quo five-year forecast for the General Fund, including Measure S funds, for FY 2021/22 through FY 2025/26. This forecast will be used as the basis of the development of the FY 2021/22 budget. For the status quo forecast, staff assumed that future City service levels would remain at the levels of FY 2020/21. Staff then forecasted revenues and expenditures for the five succeeding years by applying assumptions about future changes in economic conditions that impact revenues and expenditures.

Based on specific assumptions, detailed below, the City forecasts that the General Fund and the Measure S funds will be structurally balanced over the five-year forecast period.

GENERAL FUND SUMMARY								
INCLUDES MEASURE S 2006 & 2014	2018-19 Actual	2019-20 Actual	2020-21 Revised Budget	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast
REVENUE								
PROPERTY TAX	3,837,167	4,514,755	4,146,109	4,230,162	4,642,585	5,649,469	5,801,568	5,959,970
SALES TAX	3,994,720	3,788,080	3,991,200	4,155,000	4,305,000	4,446,000	4,576,000	4,710,000
MEAS S 2006 & 2014 LOCAL SALES TAX	4,286,328	3,901,837	4,092,000	4,284,000	4,454,000	4,600,000	4,734,000	4,874,000
UTILITY USERS TAX	1,812,844	1,809,832	1,896,000	1,914,960	1,934,110	1,953,451	1,972,985	1,992,715
FRANCHISE TAX	735,311	750,001	750,000	757,500	765,075	772,726	780,453	788,258
INTERGOVERNMENTAL TAX	1,836,501	1,952,717	2,006,163	2,082,883	2,142,701	2,218,061	2,298,695	2,382,941
OTHER TAXES	884,757	826,359	785,000	800,700	816,714	833,048	849,709	866,703
CHARGES FOR SERVICES	967,318	1,260,013	1,306,115	1,371,421	1,428,005	1,498,155	1,571,813	1,649,154
OTHER REVENUE	2,367,313	1,116,846	541,818	527,205	545,039	552,800	560,715	568,790
ONE-TIME REVENUE			619,756	600,000	-			
TRANSFERS IN	6,290,688		1,933,025	1,147,758	1,411,356	1,537,642	1,706,785	2,045,623
Total Revenue	27,012,947	19,920,440	22,067,186	21,871,589	22,444,584	24,061,351	24,852,724	25,838,154
EXPENDITURES								
SALARIES	8,593,887	9,184,283	9,872,536	10,168,712	10,473,773	10,787,987	11,111,626	11,444,975
BENEFITS - PERS RETIRE	1,792,051	2,451,619	3,077,528	2,939,809	3,203,407	3,329,693	3,498,836	3,603,462
BENEFITS - OTHER	3,079,527	2,864,038	3,052,813	3,185,910	3,342,288	3,506,368	3,646,623	3,892,040
PROFESSIONAL SERVICES	2,033,715	2,284,342	2,706,141	2,787,325	2,870,945	2,957,073	3,045,785	3,137,159
OTHER OPERATING EXPENSES	472,703	1,176,125	377,332	300,468	307,341	314,406	321,670	329,136
ONE-TIME EXPENDITURES			1,126,380		22,500		22,500	
DEBT SERVICE	590,433	606,553	556,107	576,150	596,150	611,150	677,150	677,150
CAPITAL PROJECTS	211,292	429,470	2,040,649	315,000	324,450	334,184	344,209	354,535
TRANSFERS OUT	21,732,833	1,255,058	1,395,962	1,313,058	1,275,435	1,293,318	1,311,222	1,329,664
Total Expenditures	38,506,441	20,251,487	24,205,447	21,586,431	22,416,288	23,134,178	23,979,620	24,768,121
Surplus/Deficit	(11,493,493)	(331,047)	(2,138,261)	285,158	28,296	927,174	873,104	1,070,033
Fund Balance, July 1	23,478,448	11,984,955	11,653,908	8,567,045	8,973,211	8,772,038	9,648,456	10,451,820
Preliminary Fund Balance, June 30	11,984,955	11,653,908	9,515,647	8,852,203	9,001,507	9,699,212	10,521,560	11,521,853
General Reserves Adjustment			(948,601)	121,008	(229,469)	(50,756)	(69,740)	(61,844)
Fund Balance, June 30	11,984,955	11,653,908	8,567,045	8,973,211	8,772,038	9,648,456	10,451,820	11,460,009
Fund Balance, July 1	16,287,510	17,159,258	18,088,812	17,144,938	16,941,587	16,472,843	15,850,626	15,033,177
Revenues - Interest	924,669	1,010,988	1,049,151	994,406	982,612	955,425	919,336	871,924
Expenditure - Transfers Out	6,290,688	-	1,933,025	1,147,758	1,411,356	1,537,642	1,706,785	2,045,623
Expenditures	52,921	81,434	60,000	50,000	40,000	40,000	30,000	30,000
Pension Fund Balance, June 30	17,159,258	18,088,812	17,144,938	16,941,587	16,472,843	15,850,626	15,033,177	13,829,479
Fund Balance, July 1	2,386,489	7,137,963	7,457,116	8,629,431	8,738,848	9,234,113	9,555,008	9,909,875
Revenues - Interest	150,668	319,153	223,713	230,425	265,796	270,139	285,128	295,204
Revenues - Transfer In	4,600,806	-	948,601	(121,008)	229,469	50,756	69,740	61,844
General Reserve Balance, June 30	7,137,963	7,457,116	8,629,431	8,738,848	9,234,113	9,555,008	9,909,875	10,266,923

Revenues

As shown in the table above, the status quo forecast anticipates that General Fund revenue, including the Measure S funds, will grow from 21.9 million in FY 2021/22 to \$25.8 million in FY 2025/26, primarily due to increases in the property tax and sales tax categories.

Property Tax

Property tax is an ad valorem tax levied on real property. The fixed statutory rate is 1% of assessed valuation. The City receives approximately 19% of the total ad valorem properties taxes levied on property located within its boundaries (exclusive of Redevelopment Project Areas).

The 22% growth in FY 2023/24 is due to the residual property tax revenue resulting from the dissolution of the former Redevelopment Agency forecasted to increase by approximately \$908,511 (61%), after outstanding redevelopment bonds are retired. The forecast also reflects one-time revenue of \$600,000 in FY 2021/22 for the anticipated sale of former Redevelopment property, Pinole Shores II. The sale is expected to net approximately \$3,000,000, of which the City's share is 18.75%, or \$600,000.

The status quo forecast, provided by HDL, the City's property tax consultant, assumes that property tax revenue will grow from \$4.2 million in FY 2021/22 to \$6 million in FY 2025/26.

Sales Tax

The City levies a 9.75% sales tax on all merchandise. The use tax portion differs from sales tax in that it generally applies to storage, use or consumption of goods purchased from retailers in transactions not subject to sales tax. Additionally, use tax may apply to purchases shipped to California consumers from another state.

The City's sales tax rate comprises the following components:

- State of California – 7.25%;
- Contra Costa County – 1.5%;
- Pinole (Measure S 2006) – 0.5%; and
- Pinole (Measure S 2014) – 0.5%.

This category includes the General Fund, Measure S 2006, and Measure S 2014, and is the City's largest source of general revenue. The forecasted growth rate averages 3% and 4% for standard sales tax and Measure S, respectively. The growth rates are different due to the county share of the standard sales tax. The status quo forecast, provided by HDL, the City's sales tax consultant, assumes that sales tax revenue, including the General Fund and the Measure S funds will grow from \$8.5 million in FY 2021/22 to \$9.7 million in FY 2025/26.

Utility Users Tax (UUT)

The City levies an 8% utility users tax (UUT) on the value of public utilities services consumed within the City limits for electricity, gas, and telecommunications. The forecasted growth rate averages 1% per year. The growth rate aligns with the trend of very low to flat growth in UUT, notably in the telecommunications subcategory. The status quo forecast assumes that utility users tax revenue will grow from \$1.9 million in FY 2021/22 to \$2 million in FY 2025/26.

Franchise Tax

The City levies a 5% franchise tax on public utilities and other corporations who furnish gas, electric, water, refuse, and cable television or similar services to citizens living within the City's boundaries. The fees are defined in the franchise fee agreements and are paid directly to the City by these franchisees. The forecasted growth rate averages 1% per year. While franchise tax revenue has grown collectively, one of the major services, cable, has had flat to low growth. One factor is the change in consumer preference from traditional cable to streaming services. The status quo forecast assumes that franchise tax revenue will grow from \$757,000 in FY 2021/22 to \$788,258 in FY 2025/26.

Intergovernmental Tax

This category primarily comprises the vehicle license fee (VLF) which is an annual fee collected on the ownership of a registered vehicle in California, in lieu of levying personal property tax on vehicles. The forecast is based on projections provided by HDL, the City's property tax consultant. The forecasted growth rate averages 4% per year. The status quo forecast assumes that intergovernmental tax revenue will grow from \$2.1 million in FY 2021/22 to \$2.4 million in FY 2025/26.

Other Taxes

This category includes the business license tax which is levied on businesses located within the City and those that do business with Pinole but are located outside of City boundaries. It also includes the transient occupancy tax (TOT) for which the City levies a 10% for occupancy of 30 days or less in a motel or lodging facility. The forecasted growth rate averages 2% per year. The status quo forecast assumes that the total business license tax and TOT revenue will grow from \$800,700 in FY 2021/22 to \$866,703 in FY 2025/26.

Other Revenue

This category includes all other non-major revenue sources, such as grants; licenses and permits; fees; fines and forfeitures; investment income; and other miscellaneous revenue. The forecasted growth rate averages 1% per year. The status quo forecast assumes that total other revenue will grow from \$527,205 in FY 2021/22 to \$568,790 in FY 2025/26.

Transfers In

This category includes transfers from the Pension Section 115 Trust Fund to the General Fund. The amount transferred is based on the difference between the City's base year (FY 2018/19) contribution toward employee pensions and the forecasted required City contribution in future years. The status quo forecast assumes that transfers in from the Trust will grow from \$1.1 million in FY 2021/22 to \$2 million in FY 2025/26.

Expenditures

As shown in the table above, the status quo forecast anticipates that General Fund expenditures, including the Measure S funds, will grow from \$21.6 million in FY 2021/22 to \$24.8 million in FY 2025/26, primarily due to increases in the salaries and benefits categories.

Salaries

Salaries comprise approximately 47% of total General Fund expenditures. Salaries are forecasted to increase by the standard 3% per year unless a different cost-of living-adjustment (COLA) is agreed upon through labor agreements. The status quo forecast assumes that salaries will grow from \$10.2 million in FY 2021/22 to \$11.4 million in FY 25/26.

Benefits-Retirement

Retirement benefits comprise approximately 13% of total General Fund expenditures. The City's annual required contribution is forecasted based on the most recent actuarial valuations report as of July 2019 provided by the California Public Employees' Retirement System (CalPERS). The forecast reflects the net cost of the required employer contribution minus employee contributions. The status quo forecast assumes that retirement benefits will grow from \$2.9 million in FY 2021/22 to \$3.6 million in FY 2025/26.

Benefits-Other

Other benefits comprise approximately 15% of total General Fund expenditures. This category includes all other benefits other than retirement, such as medical, dental, vision, life insurance, and long-term disability benefits. The status quo forecast assumes that other benefits will grow from \$3.2 million in FY 2021/22 to \$3.9 million in FY 2025/26.

Professional Services

This category includes City Attorney services, temporary services, network and software maintenance, and equipment and building maintenance. Contract services with other government agencies, such as the County animal services and library services, are also included in professional services. The status quo forecast assumes that professional services will grow from \$2.8 million in FY 2021/22 to \$3.1 million in FY 2025/26.

Other Operating Expenditures

This category includes all other expenditure categories, such as travel/training, office expenses, utilities, indirect costs, and materials and supplies. The status quo forecast assumes that other operating expenditures will grow from \$300,468 in FY 2021/22 to \$329,136 in FY 2025/26.

Capital Outlay

This category includes capital improvement projects mainly for facility and park upgrades. Each year, capital needs are assessed and prioritized through the capital improvement planning process. The amount of Measure S funds allocated to capital projects varies as reflected in the prior years' actuals and budget. The forecast is therefore based on the estimated minimum Measure S funds that will be needed for capital projects. The status quo forecast assumes that capital outlay will increase from \$315,000 in FY 2021/22 to \$354,000 in FY 2025/26.

The City develops a separate five-year Capital Improvement Plan (CIP) to plan for and appropriate funds to capital improvement projects. Capital projects are primarily funded by Measure S, Gas Tax, Measure J, Sewer enterprise funds, and other miscellaneous funding, such as grants.

Debt Service

This category includes the payment of debt for the 2006 pension obligation bonds (POBs) that were issued to finance the City's unfunded accrued actuarial liability with CalPERS. The future years are forecasted based on the long-term debt obligation schedule. This debt will be fully paid and retired in FY 2035/36.

Transfers Out

This category includes the transfers from the General Fund and Measure S to other funds to support Recreation programs, Public Access Television, vehicle replacement, and streets improvements. The status quo forecast assumes that transfers out will remain steady at \$1.3 million per year in FY 2021/22 through FY 2025/26.

Fund Balance

Fund balance is basically an accumulation of funds as a result of revenues minus expenditures. When total revenue exceeds total expenditures at the end of a fiscal year, a surplus of funds results and increases fund balance (reserves). On the opposite end, when total expenditures exceed total revenue, a deficit results and reduces fund balance (reserves).

General Fund Balance and General Reserves

The preliminary fund balance is the estimated General Fund fund balance before any transfers out to the General Reserve as per the Reserve Policy. The Reserve Policy requires that an amount equal to 50% of total General Fund ongoing expenditures be set aside in a separate fund, the General Reserve, to maintain adequate financial resources in the event of financial distress.

If the General Reserve balance falls short of the policy requirement, funds are transferred from the General Fund unassigned fund balance in an amount equal to the difference between the General Reserve fund balance and the amount required as per the policy. As such, the ending General Fund fund balance is the result of the preliminary fund balance minus the General Reserve adjustment.

Pension Fund Balance

In June 2018, the Section 115 Trust was established to set aside resources to offset anticipated significant increases in the future City pension costs. The intent was to withdraw resources from the trust each year to cover the increase between the City's contribution toward employee pensions in FY 2018/19, the baseline year, and the City's required contribution in future years.

The pension fund balance for each fiscal year is calculated by starting with the fund balance at July 1, add estimated interest earnings, subtract transfers out to offset increases in pension costs, and subtract administrative costs. The pension fund balance will continue to decrease as funds are withdrawn each year because the trust was funded with one-time proceeds as its only source of funding.

"FY 2021/22 PROPOSED BUDGET STAFFING LEVEL" FORECAST

The status quo forecast presented above assumes that the staffing levels, service levels, and revenue sources that are incorporated into the FY 2020/21 mid-year revised budget continue over the five-year forecast period. This is a standard approach to forecasting.

Based on various analyses that the City has conducted over the past year, including the Organizational Assessment, City staff will be recommending the addition of three net new City positions in staff's proposed FY 2021/22 budget, as well as potentially others. These three positions are a new Human Resources Director or new Community Services Director (depending on which of the two positions the incumbent Assistant City Manager assumes), a new Community Development Director or new Public Works Director (depending on which of the two positions the incumbent Development Services Director / City Engineer assumes), and a new Administrative Fire Captain position. These three additional positions are critical to the City attaining the bandwidth needed to perform bare minimum services in all City departments. Staff believes that the addition of these three positions creates a much-needed new normal for staffing at the City.

Given staff's belief that the City must add these three net new positions to attain the minimum bandwidth needed in all City departments, staff believes that it is valuable to present a five-year financial forecast that assumes these three positions as part of the baseline. As such, staff has created a "FY 2021/22 proposed budget staffing level" forecast. This forecast is identical to the status quo forecast except for the addition of these three positions. The table below summarizes

this forecast. Note that a portion of each of these three new positions is funded by sources other than the General Fund.

GENERAL FUND SUMMARY		2020-21						
INCLUDES MEASURE S 2006 & 2014	2018-19 Actual	2019-20 Actual	Revised Budget	2021-22 Forecast	2022-23 Forecast	2023-24 Forecast	2024-25 Forecast	2025-26 Forecast
REVENUE								
PROPERTY TAX	3,837,167	4,514,755	4,146,109	4,230,162	4,642,585	5,649,469	5,801,568	5,959,970
SALES TAX	3,994,720	3,788,080	3,991,200	4,155,000	4,305,000	4,446,000	4,576,000	4,710,000
MEAS S 2006 & 2014 LOCAL SALES TAX	4,286,328	3,901,837	4,092,000	4,284,000	4,454,000	4,600,000	4,734,000	4,874,000
UTILITY USERS TAX	1,812,844	1,809,832	1,896,000	1,914,960	1,934,110	1,953,451	1,972,985	1,992,715
FRANCHISE TAX	735,311	750,001	750,000	757,500	765,075	772,726	780,453	788,258
INTERGOVERNMENTAL TAX	1,836,501	1,952,717	2,006,163	2,082,883	2,142,701	2,218,061	2,298,695	2,382,941
OTHER TAXES	884,757	826,359	785,000	800,700	816,714	833,048	849,709	866,703
CHARGES FOR SERVICES	967,318	1,260,013	1,306,115	1,371,421	1,428,005	1,498,155	1,571,813	1,649,154
OTHER REVENUE	2,367,313	1,116,846	541,818	527,205	545,039	552,800	560,715	568,790
ONE-TIME REVENUE			619,756	600,000	-			
TRANSFERS IN	6,290,688		1,933,025	1,257,758	1,531,256	1,662,338	1,837,715	2,180,481
Total Revenue	27,012,947	19,920,440	22,067,186	21,981,589	22,564,484	24,186,047	24,983,654	25,973,013
EXPENDITURES								
SALARIES	8,593,887	9,184,283	9,872,536	10,599,162	10,917,137	11,244,651	11,581,991	11,929,450
BENEFITS - PERS RETIRE	1,792,051	2,451,619	3,077,528	3,049,809	3,323,307	3,454,389	3,629,766	3,738,321
BENEFITS - OTHER	3,079,527	2,864,038	3,052,813	3,325,910	3,489,288	3,660,718	3,807,147	4,063,801
PROFESSIONAL SERVICES	2,033,715	2,284,342	2,706,141	2,787,325	2,870,945	2,957,073	3,045,785	3,137,159
OTHER OPERATING EXPENSES	472,703	1,176,125	377,332	300,468	307,341	314,406	321,670	329,136
ONE-TIME EXPENDITURES			1,126,380		22,500		22,500	
DEBT SERVICE	590,433	606,553	556,107	576,150	596,150	611,150	677,150	677,150
CAPITAL PROJECTS	211,292	429,470	2,040,649	315,000	324,450	334,184	344,209	354,535
TRANSFERS OUT	21,732,833	1,255,058	1,395,962	1,313,058	1,275,435	1,293,318	1,311,222	1,329,664
Total Expenditures	38,506,441	20,251,487	24,205,447	22,266,881	23,126,551	23,869,888	24,741,439	25,559,216
Surplus/Deficit	(11,493,493)	(331,047)	(2,138,261)	(285,292)	(562,067)	316,159	242,215	413,797
Fund Balance, July 1	23,478,448	11,984,955	11,653,908	8,567,045	8,062,536	7,389,543	7,658,503	7,831,085
Preliminary Fund Balance, June 30	11,984,955	11,653,908	9,515,647	8,281,753	7,500,469	7,705,702	7,900,718	8,244,882
General Reserves Adjustment			(948,601)	(219,217)	(110,926)	(47,200)	(69,633)	(61,841)
Fund Balance, June 30	11,984,955	11,653,908	8,567,045	8,062,536	7,389,543	7,658,503	7,831,085	8,183,041
Fund Balance, July 1	16,287,510	17,159,258	18,088,812	17,144,938	16,831,587	16,236,563	15,475,945	14,505,835
Revenues - Interest	924,669	1,010,988	1,049,151	994,406	976,232	941,721	897,605	841,338
Expenditure - Transfers Out	6,290,688	-	1,933,025	1,257,758	1,531,256	1,662,338	1,837,715	2,180,481
Expenditures	52,921	81,434	60,000	50,000	40,000	40,000	30,000	30,000
Pension Fund Balance, June 30	17,159,258	18,088,812	17,144,938	16,831,587	16,236,563	15,475,945	14,505,835	13,136,692
Fund Balance, July 1	2,386,489	7,137,963	7,457,116	8,629,431	9,079,073	9,455,794	9,783,340	10,145,057
Revenues - Interest	150,668	319,153	223,713	230,425	265,796	280,346	292,084	302,263
Revenues - Transfer In	4,600,806		948,601	219,217	110,926	47,200	69,633	61,841
General Reserve Balance, June 30	7,137,963	7,457,116	8,629,431	9,079,073	9,455,794	9,783,340	10,145,057	10,509,161

MAJOR CHALLENGES AND OPPORTUNITIES OVER THE NEXT FIVE YEARS

One of the main objectives of a LTFP is for an organization to identify significant challenges and opportunities that it is likely to face in the future such that the organization can take steps, with an adequate runway, to overcome challenges and profit from opportunities while providing desired service levels through a structurally balanced budget. The City conducted an environmental scan as part of the development of the Strategic Plan. Additionally, the City deployed a survey in May 2021 to gather input from the community on the major challenges and opportunities that the City will face over the next five years. The findings of the environmental scan and the community survey are integrated in the content below.

MAJOR CHALLENGES

Changes in demographics and economic conditions can create significant challenges for cities. As noted above, City staff does not anticipate that demographic or economic changes over the next five years will create any significant challenges for the City. The City will nonetheless face a number of other challenges over the next five years.

The City engaged a public opinion research firm to complete a poll in November 2019 of a representative sample of likely voters to identify their top concerns and prevailing opinions. The firm completed 426 surveys, via mixed mode (telephone and web). Participants provided the following responses to the question “What do you think is the most important issue facing the City of Pinole today?”:

- Traffic/transportation (14%);
- Public services funding/spending (13%);
- Crime/policing (9%);
- City budget/policies (8%);
- Housing/overpopulation (7%);
- Infrastructure/roads/power issues (6%);
- Jobs/economy/development (6%);
- Schools/education (5%);
- Community improvements (4%);
- Wildfires/fire safety (4%);
- Homelessness (2%);
- Taxes (2%);
- None/nothing (7%);
- Other (3%); and
- Don’t know (11%).

It is interesting to note that no single issue emerged as the most significant to a majority of respondents. Rather, different respondents felt that a wide variety of challenges were the most significant.

In addition to those listed above, City staff and the environmental scan identified the following additional items as major challenges that the City will face over the next five years:

- The City's extensive infrastructure, which needs upgrade and replacement;
- Retaining and developing staff, and succession planning;
- Climate change; and
- The changing nature of retail and the related impact to the City's sales and property tax revenues.

The results of the community survey deployed in May 2021 identified the following as the main challenges facing the City of Pinole over the next five years, some of which overlap with the major challenges identified in the environmental scan:

- Infrastructure maintenance and replacement, notably roads and parks;
- Climate change;
- Public safety, including policing and fire services; and
- Public transportation.

MAJOR OPPORTUNITIES

Changes in demographics and economic conditions can also create opportunities for cities. City staff does not anticipate that there will be any significant demographic or economic changes in the City over the next five years, therefore staff is not anticipating that demographic or economic changes will themselves present major opportunities. That said, the City currently faces and will continue to face a number of opportunities over the next five years.

Other opportunities facing the City include the following:

- The opportunity to reimagine retail centers, potentially as mixed use or destination retail and entertainment developments, as the nature of retail changes and there is less need for large retail buildings and centers;
- The opportunity to redevelop other underdeveloped infill sites, such as vacant lots;
- The City's central location in the Bay Area, adjacent to I-80 and San Francisco Bay;
- The City's diverse population; and
- The City's historic downtown.

The results of the community survey deployed in May 2021 identified the following as the main opportunities facing the City of Pinole over the next five years, some of which overlap with the major opportunities identified in the environmental scan:

- Environmental initiatives, including the use of green and renewable energy;
- Economic development strategy to attract and support small businesses;
- Redevelopment of areas that can be used for new businesses and housing; and
- Revitalization of the historic downtown.

POLICY ALTERNATIVES - ADDITIONAL DISCRETIONARY EXPENDITURES

One goal of a LTFP is to identify the City services, and service levels, that residents desire, and can be afforded on an ongoing basis by a structurally balanced City budget.

In the United States, there are many levels of government (federal, state, county, city, and special districts), with distinct responsibilities. Cities are primarily responsible for public safety, land use, and public works. They are also often responsible for parks and recreation and sometimes responsible for providing utility services, such as clean water, wastewater, and power.

Pinole is considered a “full service” city, which means that it provides all traditional municipal services. It also provides some services, particularly fire protection and wastewater, that are provided by special districts in many other cities. Pinole provides a very broad range of services for a city of its size.

The majority of City of Pinole staff and resources are dedicated to public safety (police and fire services), land use regulation, building safety, local transportation infrastructure (streets, sidewalks, signals, bike lanes, etc.), and wastewater services. The City also invests significant staff and resources in additional public-facing services, such as outdoor recreation space and facilities, recreational and educational programs, cable television programming, and childcare and senior services. Some City staff and resources are also needed to provide internal services, such as finance, human resources, legal, information technology, records management, and facilities and equipment, to support the public-facing operations. Since having made reductions in staffing during the Great Recession, the City has been leanly staffed compared to many other cities.

Customer expectations for certain municipal services, such as wastewater, are fairly consistent across communities. Therefore, it is straightforward for a city to identify the optimal service level for that function. Customer expectations, and service levels, for other municipal services, vary significantly across communities, and are influenced by a number of factors. As noted above, the City of Pinole is leanly staffed, and provides a solid but basic level of service in most service areas.

As illustrated in the forecasts above, were the City to fund the status quo staffing levels and service levels and fund the three critical new positions that City staff is recommending in the proposed FY 2021/22 budget, without creating any new revenue mechanisms, the City is expected to experience a structurally balanced budget over the next five years. The City is not, however, expected to have significant surplus resources to invest in new programs or services.

Were the City to eliminate some of the status quo staffing and service levels and/or create new revenue sources, the City would have additional financial capacity to contribute to unfunded or deferred liabilities and/or increased services and programs. Over the course of the past year, members of the community and/or members of the City Council have expressed some interest in increasing the City’s contributions toward unfunded or deferred liabilities and increased

service levels or programs in several areas. In this inaugural LTFP, staff has listed some of the services and programs that the community and/or City Council have expressed some interest in expanding. Note that in general, addressing unfunded and deferred liabilities is best accomplished with one-time financial resources whereas expanding ongoing services is best addressed with ongoing financial resources.

UNFUNDED/DEFERRED LIABILITIES

The City has a number of unfunded liabilities and deferred maintenance needs that it could address with one-time resources, described below.

Unfunded Liabilities

The City has a number of unfunded liabilities, such as unfunded accrued compensated absences, unfunded liability for other post-employment benefits (OPEB), and unfunded retirement (pension) liabilities.

Unfunded Accrued Compensated Absences

City employees accrue paid vacation and sick leave. As of the end of FY 2019/20, the City had approximately \$1.4 million in unfunded liability for vacation and sick leave that employees had earned but not yet taken. The City traditionally pays for paid leave out of its normal operating budget, referred to as “pay-as-you-go.” The City could choose to set aside funds to eliminate this unfunded liability. The funding source could be one-time funding, such as unassigned fund balance.

Unfunded Retirement (Pension) Liability

The City provides its employees with a defined benefit retirement program through CalPERS. Depending on the demographic characteristics of the City’s employees, the amount of City and employee contributions to the retirement program, and the program’s return on its investments, the assets and liabilities in the City’s CalPERS account fluctuate over time. Per the most recent actuarial valuation available, as of June 30, 2019 the City had a total unfunded pension liability with CalPERS of approximately \$36.5 million.

CalPERS has made several changes to its policies and procedures over the past decade that have been intended to increase the financial strength of the system, but have also resulted in significantly increased required contributions and unfunded liabilities for municipalities. CalPERS has changed key assumptions that increased unfunded liabilities, including increasing the life expectancy of beneficiaries and decreasing the expected rate of return on assets. CalPERS has also implemented new policies that require municipalities to accelerate contributions in order to achieve adequate funded status more quickly. So, despite the implementation of the less costly Public Employees’ Pension Reform Act (PEPRA) in 2013, the City’s unfunded pension liability has

grown substantially over the past few years. CalPERS is unlikely to implement a comparably broad set of additional changes in the coming years, but even more modest changes, in addition to other factors, could continue to significantly increase the City's unfunded pension liability over the next few years.

The City created a special trust fund in FY 2017/18, referred to as a "Section 115 trust," funded with General Fund resources, to offset this significant unfunded pension liability. As of December 31, 2020, the market value of the assets in the trust fund was \$19.2 million. The unfunded liability in CalPERS will fluctuate over time, as will the value of the assets in the Section 115 trust.

Unfunded Accrued Liability (UAL) for Other Post-Employment Benefits (OPEB)

A pension is the primary benefit that the City provides to retired City employees. The other main benefit that the City provides to retired City employees is a contribution toward retiree medical insurance premiums during retirement. This and other ancillary, non-pension retirement benefits, are referred to as other post-employment benefits (OPEB). Until recently, employers have not been required to report OPEB assets and liabilities in the same way that they have been required to report pension assets and liabilities. Further, employers have generally not been required to make regular payments to pre-fund OPEB liabilities. Employers have normally paid for OPEB benefits on a pay-as-you-go basis. This has resulted in significant unfunded OPEB liability for many employers, including the City. As of June 30, 2020, the City had an unfunded OPEB liability of \$36.4 million.

Deferred Maintenance and Renewal

Like many cities, Pinole has deferred investment and expenditures on capital assets and other systems, particularly in response to and in the aftermath of the Great Recession and the dissolution of redevelopment. The City's current budget allows the City to provide essential services, but defers some investment in capital assets, business systems, and human capital. This deferral of investment will lead to the deterioration of some assets and systems in the long run.

Capital Asset Renewal and Replacement

Pinole has deferred expenditures on capital asset maintenance and renewal, and many of the City's capital assets are reaching the natural end of their useful life. The City owns a significant portfolio of capital assets, which are well described in the City's Capital Improvement Plan (CIP). These include buildings, roads, sidewalks, parking lots, trails, parks, open space, the wastewater treatment plant, the sewer collection system, the stormwater collection system, vacant lots, streetlights, and traffic control devices. The City's Strategic Plan includes a strategy to conduct a citywide asset condition assessment. That effort is currently underway, addressing different asset types in phases. The City is in the process of developing a sewer system master plan and will be developing a parks master plan. The City is also implementing a new capital asset management software system. After these efforts are complete, the City will have a much clearer picture of its

complete capital asset portfolio and the expenditures required for maintenance and renewal to achieve the lowest possible total cost of ownership of its assets.

Human Capital, Including Employee Compensation and Training

The City implemented its current basic service expenditure model as a result of the Great Recession and the dissolution of redevelopment. The current model relies on very lean staffing levels and limited investment in the City's workforce. To attract and retain quality employees that are sufficiently trained and resourced to provide efficient and effective services in the long run, the City will need to increase its investment in its workforce. This will include providing employees with additional training, better tools, succession planning and career development opportunities, updated policies and procedures, and likely more competitive compensation.

Information Technology Systems

The City uses a variety of information technology (IT) hardware and software to provide efficient and effective services. This hardware and software is a type of infrastructure that the City operation relies upon. The City has deferred investment in information technology tools in the same way that it has deferred investment in other types of systems and infrastructure. The City has replaced some IT systems and implemented some new IT systems over recent years, but the City does not have current and complete IT systems in all areas, which would improve efficiency and effectiveness. In addition, the City has hired a firm to provide IT services to the City. The firm's scope of work is narrower than the services that would be provided by a traditional in-house IT function. One of the Strategic Plan strategies is the completion of a comprehensive Information Technology Plan (IT Plan). City staff is currently working with the City's contract IT firm to develop the IT Plan, which will identify the City's IT needs and the investment required to bring the City's IT systems up to modern best practices.

Vehicle and Equipment Replacement

Vehicles and equipment are another significant asset that the City relies upon to provide services. The City does not currently have an integrated, citywide vehicle and equipment management program. It acquires new vehicles and equipment when needed on a pay-as-you-go basis, and its vehicles and equipment are generally modern enough to meet current operating needs. Paying for equipment on a pay-as-you-go basis can lead to expenditure spikes when expensive equipment needs to be replaced. The City's new capital asset management software system has a module for fleet and equipment. Once that module is implemented, the City will have a clearer sense of its vehicle and equipment replacement needs and the amount of funding that the City should set aside on an annual basis to address needs.

SERVICE AND PROGRAM EXPANSION

As noted above, the City provides a solid but basic level of service in most service areas. The City can spend any surplus discretionary financial resources it may have on expanding services and programs.

Expansion of Existing Services

Economic Development

The City has not had a formal economic development function since 2012, when the dissolution of redevelopment occurred, although the City has undertaken some limited economic development activities recently, such as having a consultant complete a consumer retail demand and market supply assessment in 2019.

One of the Strategic Plan strategies is to “develop a comprehensive economic development strategy,” and several other Strategic Plan strategies also relate to economic development. The City is in the process of selecting a professional services firm to develop the economic development strategy, and will likely undertake a reorganization recommended by the Organizational Assessment that will create economic development functions in the City Manager’s department and the community development department.

Environmental Programs

The City is required by the State and federal government to undertake a number of programs related to protecting the environment. For example, the City is required to comply with requirements related to effluent of the wastewater treatment plant, stormwater protection, having low emission fleet vehicles, reducing solid waste disposal, complying with the California Environmental Quality Act (CEQA), having a General Plan, and others. The City has also undertaken voluntary steps to protect the environment, such as joining a community choice energy program, Marin Clean Energy (MCE), authorizing a property-assessed clean energy (PACE) program, and participating in a local transit joint powers authority (Western Contra Costa County Transit, “WestCAT”). There are additional programs and activities that the City could undertake to further promote environmental protection. The City Council plans to review the various programs and activities that the City is currently undertaking related to climate change at a City Council meeting in FY 2021-22.

Fire Service

The City is currently assessing the community’s fire suppression, fire prevention, rescue, and emergency medical response needs, as well as assessing various service models and funding mechanisms that could be accessed or established to support these services. The Fire Department plans to present some preliminary findings and recommendations regarding changes in service model and level in early 2021.

Housing Assistance

Redevelopment was a significant tool for affordable housing development. Since the dissolution of redevelopment, the City of Pinole, and other California cities, have fewer tools and financial resources to create affordable housing. Upon the dissolution of redevelopment, the City opted to become the housing successor to the former Pinole Redevelopment Agency. In that capacity, the City monitors affordable housing units that were funded by the former agency for ongoing compliance with affordability covenants. The City also has an inclusionary housing ordinance that requires that all housing development projects with four units or more must ensure that 15% of the units are affordable. The City can expend resources remaining from the former agency's affordable housing assets to support the creation of a limited number of new affordable housing units or to provide services to the homeless population. However, these resources are significantly less than what would be needed to provide any substantial amount of new affordable housing units in the City.

Youth Support

The City supports and engages youth through the activities of the Recreation Department's Youth Center, which provides afterschool and summer enrichment programs. The Youth Center could expand services to address youth health, engagement, community service, a youth commission, or other activities.

Cultural, Historical, and Artistic Programs

The City provides a limited number of cultural, historic, and artistic programs. These include enrichment programs through the Recreation Department's Senior Center and Youth Center, periodic community events such as music in Fernandez Park, broadcast of some community events on Pinole Community Television (PCTV), rental of a portion of the Memorial Hall building to the Pinole Community Players theater company, and some public art. The City does not have a specific requirement that new development projects include public art or pay an in-lieu fee for public art elsewhere in the City. The community does have a number of cultural, historic, and artistic organizations and resources that the City could support or leverage to provide more cultural, historic, and artistic offerings.

New Services

Although Pinole is a "full service" city, there are some services that other cities provide that Pinole does not. These include robust cultural, historic, and artistic programs and educational support programs.

Education Support

In California, public education is provided by school districts. School districts rely on a different source of revenue than do cities. Some cities support the education of their residents by offering educational support program or by providing financial assistance to public schools. The City does

offer afterschool enrichment programs to students for a fee, but does not currently provide educational support programs.

Capital Expansion

The term “capital expansion” refers to creating new capital assets, such as parks or plazas, opposed to simply renewing or replacing existing capital assets.

New Parks and Park Upgrades

The Contra Costa Local Agency Formation Commission (LAFCO) recently released a public review draft municipal service review (MSR) of parks and recreation services in the County. The draft report found that Pinole has adequate park space based on the number of developed parkland acres per capita, but did not look in detail at the City’s specific park amenities. The City is preparing a Park Master Plan, which is a CIP project. The Park Master Plan will involve gathering community input on desired park amenities and will recommend whether any additional parks, or additional amenities within existing parks, are desirable and feasible.

Other Capital Expansion Projects

New Public Spaces/Placemaking

The term “capital expansion” refers to building new capital assets, such as buildings, roads, parks, paths, bike lanes, etc., opposed to replacing existing capital assets. As noted above, the City has a substantial capital asset footprint already, and much of the City’s current capital assets have deferred maintenance that would require significant investment to eliminate. Nonetheless, it might be desirable to create some new, high-impact capital assets that would improve economic vitality or quality of life.

Additional Reserves

Pursuant to its Reserve Policy, the City is required to maintain a general reserve equal to 50% of total ongoing annual General Fund expenditures. As of June 30, 2020, General Fund reserves exceeded the minimum required at approximately 57.9% of total General Fund expenditures.

The City’s formal General Fund reserve and other uncommitted General Fund fund balance have fluctuated over the years. The larger these reserves and balances, the better the City is able to address unplanned revenue reductions or expenditure increases.

Staff performed an analysis of the City’s financial resiliency using the diagnostic tool offered by the GFOA. The tool determined that the City has a low level of financial risk based on several factors, including its revenue stability, low expenditure volatility, and high liquidity. GFOA suggests that cities with a low level of financial risk maintain a minimum general reserve of approximately 17% of total ongoing annual General Fund expenditures. (GFOA recommends that

cities with moderate and high levels of financial risk maintain general reserves at a minimum of 26% and 36%, respectively.)

City staff believe that a high reserve is appropriate given the ongoing uncertainty regarding the impact of the pandemic. However, City staff may recommend reducing the required reserve to 35%, so that funds currently held in reserve greater than 35% can be invested in high-priority City needs.

POLICY ALTERNATIVES – ADDITIONAL REVENUE AND EXPENDITURE REDUCTION OPTIONS

As noted above, one goal of a LTFP, and of a city's annual budget, is to identify the City services that residents desire and to simultaneously identify an equivalent amount of funding, which results in a structurally balanced budget. The mechanisms through which cities receive revenue vary across states. In California, cities receive the bulk of their revenues for general operations through sales tax and property tax. In addition, to offset the loss of property tax revenue that cities experienced due to Proposition 13, many cities instituted other forms of taxes, such as business license tax, transient occupancy tax (TOT), utility users tax (UUT), and "local sales tax" (transactions and use tax). Cities have also instituted mechanisms to recoup funds that they spend to provide services that directly benefit a specific user or beneficiary, through fees and assessments.

The section above identified some unfunded and deferred liabilities and service and program expansions in which the City could invest additional resources. Because the five-year forecast predicts that the City's General Fund budget will be essentially balanced over the next five years, there are limited resources to invest in unfunded/deferred liabilities and expanded services/programs. Therefore, if the City would like to make any substantial new investments, it will need to identify additional revenue sources or reduce some other current expenditures. Both of these options are discussed below.

ADDITIONAL REVENUE

New Local Revenue

The mechanisms through which California cities can independently generate new revenue have been significantly restricted over the past few decades. There are nonetheless a few, limited mechanisms that cities can still use.

Increased Fee Revenue

Cities can establish fees for service that fully cover the cost of the service, but cannot set fees any higher than required for full cost recovery. Many cities have financial policies that state the specific intention to achieve full cost recovery for certain services. Many cities also routinely reevaluate the cost of providing services and adjust fees accordingly to achieve full cost recovery.

The City has had a decentralized process in recent years of analyzing costs and proposing fee changes. Whereas in many cities, the Finance Department leads a coordinated annual effort, as part of the budget process, to identify situations in which fees should be modified to achieve full cost recovery, in Pinole individual departments have been responsible for reviewing costs and proposing fee changes, which they have done on a periodic and irregular schedule. The Strategic

Plan includes a strategy to conduct a comprehensive fee study to ensure cost recovery of current and potential service fees. Some City departments are currently in the midst of fee studies, including Community Development and Recreation. The Finance Department will undertake a fee study in FY 2021/22 that will incorporate the work done for Community Development and Recreation and address all other service areas that need a refresh. That effort will also include an update of the City's indirect cost allocation plan.

Franchise Fees

Franchise fees are fees that the City charges to private parties for the private parties' use of City property. The most significant franchise fee that the City charges is to the City's solid waste collection company, Republic Services, which entitles Republic Services to use the City's streets and right of way to perform solid waste management activities, such as refuse, recycling, and organic material pick up. Franchise fees can be higher than what is required for full cost recovery. Most cities have a small number of franchises, with long term agreements, so the opportunity to increase franchise fees is infrequent.

Sale of Surplus Property

Cities can generate one-time revenue through the sale of surplus property, which might take the form of equipment, furniture, or real property. The sale of surplus equipment, furniture, or supplies rarely generates any significant amount of revenue, whereas the sale of surplus real property can result in significant proceeds, depending upon the characteristics of the property. The proceeds are usually required to be returned to the fund or specific use that originally purchased the property. Many cities sold most or all of their remaining surplus real property following the onset of the Great Recession, to generate revenue to offset the loss of revenue resulting from the Great Recession.

It appears that the City did not divest of all of its real property at that time, and therefore still owns a number of real properties that could be considered surplus and sold. Real property owned by the City that is not currently being used for a core City function includes the building in which the United States Postal Service is housed on Pear Street, the vacant lot across the street, and others. As noted above, the Strategic Plan requires that the City conduct a citywide asset condition assessment. This will include cataloging all of the city's capital assets, including real property, and assessing their condition and value. Once the City has this information, it can be reviewed in comparison to the City's anticipated future public facility needs, and surplus properties can be identified and sold. The City is concluding the process of selling five former Pinole Redevelopment Agency properties. The proceeds of those sales will not be deposited into the City's General Fund, however.

New Local Tax Measures

The City has instituted a number of local taxes, such as a UUT, TOT, business license tax, and two local sales taxes, to support City services. The City can consider other new local taxes, or increase existing taxes, to generate additional revenue for critical City services.

Increased Parcel Tax and Real Property Transfer Tax (RPTT)

In 2019 and 2020, the City Council considered the desirability of placing two different local tax measures on the ballot, a special parcel tax and a real property transfer tax (RPTT).

In 2019, the City Council directed City staff to take the steps necessary to place a tax measure to fund fire service on the March 2020 ballot. Subsequently, in August 2019, the City Council directed staff to specifically take steps necessary to place a special parcel tax to fund fire service on the November 2020 ballot rather than March 2020. The City hired a public opinion research firm to assess voter support for a potential special parcel tax for fire service. The firm presented its findings to the City Council in November 2019.

In 2019, the City Council also directed City staff to analyze the steps necessary to place a measure on the ballot that would increase the RPTT. A RPTT is a tax imposed on the deed, instrument, or writing by which interests in real property are transferred. Under the California Revenue and Taxation Code, general law cities, like Pinole, may impose a RPTT of no more than \$.55 per \$1,000 of value on the property transferred (the County may also impose a RPTT equal to this rate). Pinole currently has a RPTT of the maximum allowed for general law cities of \$.55 per \$1,000 of value. Charter cities may impose RPTTs at a rate higher than the maximum statutory rate of \$.55 per \$1,000 of value. The median RPTT rate for charter cities in Contra Costa and Alameda Counties is \$12.00 per \$1,000 of value. Staff calculated that were the City to implement a RPTT of \$12.00 per \$1,000 of value, it might create new City revenue averaging approximately \$1.7 million annually. In February 2020, the Council directed staff to retain a polling consultant to gather information on public opinion regarding a charter city ballot measure limited to an increase in the RPTT and directed staff to retain a communications consultant.

Due to the onset of COVID-19, in April 2020, the Council directed staff to suspend all of its activities in pursuit of a November 2020 charter city and RPTT ballot measure. In July 2020, the Council also directed staff not to move forward in preparing a November 2020 ballot measure for a special parcel tax for fire service.

The City could consider pursuing either of these options again in the future for general or specific funding needs.

Increased Utility Users Tax (UUT)

As noted above, the City currently levies an 8% UUT on the value of public utility services consumed within the City limits for electricity, gas, and telecommunications which includes phone landline and cellular phone. The UUT was originally approved by Pinole voters in November 1998, extended by voters in 2004, 2012, and 2018. UUTs can also be applied to water

and sewer utility service. The City could consider pursuing either an increase in the amount of the levy or broaden the types of utility services to which it applies.

Assessment Districts

Assessment Districts

Assessment districts are a mechanism through which property owners agree to pay an additional assessment to fund specific services or improvements within the district. The assessment's purpose must be defined prior to the district's creation and the amount that each property owner pays must be proportional to the benefit the property will receive. Assessment districts can be established by a simple majority vote of the property owners. State law allows the creation of numerous specific types of assessment districts with varying authority to conduct different types of improvements and activities. The City currently has a landscape and lighting assessment district (LLAD), which generates funding for the maintenance of public spaces along portions of Pinole Valley Road. The Pinole Valley Road Landscape and Lighting Assessment District (LLAD) assesses property owners in the district approximately \$500 annually per "assessment unit" (acre of developable land), which results in approximately \$50,000 to invest in maintenance of traffic signals, streetlights, median landscaping, irrigation, graffiti removal, and electricity to the traffic signals and streetlights. The City could consider promoting the formation of assessment districts to fund specific improvements in different areas of the City.

Business Improvement District

A business improvement district (BID) is a special type of assessment district focused on commercial districts. BIDs can undertake infrastructure projects such as parking facilities and streetscapes improvements, cleaning and maintenance of the district, and marketing and promotion of the district and its properties/businesses. The City could consider promoting the formation of a BID for downtown or other commercial areas.

Enhanced Infrastructure Financing District

Property tax increment was the primary revenue source that redevelopment agencies used to fund their projects. Cities lost access to this tool in its traditional form when redevelopment agencies were dissolved in California in 2012. In the aftermath of dissolution, the State did create some new tools intended to mimic some of those previously available under redevelopment. One such tool is an enhanced infrastructure financing district (EIFD), which uses tax increment in a more restricted way. Whereas previously, a redevelopment agency had a right to the property tax increment generated in a redevelopment project area, under an EIFD a taxing entity must volunteer to forego receipt of the tax increment it would otherwise receive so that the increment can be used for the redevelopment project. Use of the EIFD tool requires significant collaboration between separate governmental entities, and will only be advantageous for both parties under specific circumstances. As a result, EIFDs are not yet widely used, but are nonetheless a tool that the City should keep in mind for future capital projects.

New Federal Funding

American Rescue Plan Act (ARPA)

The American Rescue Plan Act (ARPA) is federal legislation passed in 2021 to provide COVID-19 relief. It builds upon the relief provided by two other significant pieces of federal legislation, the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the Families First Coronavirus Response Act (FFCRA). ARPA includes \$1.9 trillion in funding, program changes, and tax policies aimed at mitigating the effects of the pandemic. ARPA is the first piece of federal COVID-19 relief legislation that includes direct financial assistance to cities. The federal government is still developing ARPA program guidelines, including specifying how cities can expend ARPA funds. It is estimated that the City will receive approximately \$3.6 million from ARPA. City staff has recommended that the City Council undertake a specific budget process focused exclusively on appropriating ARPA funds in early FY 2021/22, due to the magnitude and special restrictions of the funding.

Federal Infrastructure Plan

President Biden has developed a proposal, called the American Jobs Plan, for increased federal investment in infrastructure and other economic development activities. The proposal includes new federal investment of \$2.65 trillion focused on upgrading and repairing physical infrastructure, investing in manufacturing, research and development, and expanding long-term health care services. The proposal has not yet been introduced as legislation in Congress. If approved, the program would result in significant new funding for local infrastructure projects, although the magnitude is not yet known.

Additional Cash from Debt

Best practices in long-term financial planning require analyzing the City's debt position and the affordability of additional borrowing. One financial strength of the City's is having relatively little general debt. The City has capacity, per the legal debt limit, to issue debt for City expenses. Per the City's FY 2019/20 Comprehensive Annual Financial Report, the City's legal bonded debt limit, which is equivalent to 3.75% of assessed property value, was \$98,821,200, whereas the City only had \$2,685,223 of such debt, which is the City's pension obligation bonds. Debt financing is an option that the City could consider for significant future expenditures, such as capital projects.

EXPENDITURE REDUCTIONS

In addition to generating more revenue, the City can create additional resources to invest in unfunded/deferred liabilities and expanded services/programs by reducing expenditures. As noted above, however, the City currently provides a leanly staffed and resourced solid but basic level of service in most service areas, with the majority of the City's resources expended on core services. As such, the City has fewer opportunities than perhaps do some other cities to scale

back some services in order to expand others. That said, there are two options that the City should consider or pursue to reduce expenditures, reducing retiree medical benefit costs and improving processes to achieve cost-saving efficiencies.

Retiree Medical Benefit

One of the City's largest unfunded liabilities is the medical benefit that the City provides to retired City employees. The City pays for this benefit on a pay-as-you-go basis, which means that the City simply pays for retirees' medical premiums when they are due, and does not set aside funding in advance on behalf of current employees commensurate with the normal cost of this benefit. The City instituted some changes to its retiree medical benefit offering in 2010 when it adopted a standard CalPERS benefit vesting schedule. Under the current program, the City must pay 100% of the medical premium for a retired employee and their dependents if the employee has just five years of City service and 20 years of total CalPERS service. This is a more generous retiree medical benefit than is provided by many other cities. The City could consider exploring other CalPERS program options. There has also been more discussion over the past decade about the possibility of the federal government assuming greater responsibility for retiree medical care or enacting other federal healthcare reforms, which might reduce the City's responsibility and cost for such.

Process Improvements/Efficiencies

All organizations, including cities, use procedures and tools to provide their goods and services. New procedures and tools are constantly emerging, which can result in improved quality, efficiency, or both. As a result, workers become more productive over time. Labor productivity has grown only modestly in the United States over the past decade. For this reason, as noted in the economic changes section above, City staff did not assume any significant productivity increases in the five-year forecast. Nonetheless, the City will likely identify some opportunities to improve procedures or tools that will result in increased efficiency, and associated expanded service or reduced expenditures. The Strategic Plan includes a strategy to review citywide implementation of best practices and improve processes. This is an effort that City staff will be working on over the next few years, and which will likely result in at least a few improvements that will lead to greater quality, efficiency, or both.

OPTIMAL SERVICE LEVELS AND REVENUES

The City's current service levels and program offerings have been established over time in response to factors such as regulatory requirements, best practices, community preferences, and financial capacity. Preferences and financial capacity can vary considerably from community to community and can evolve over time, as do regulatory requirements and best practices. Public officials monitor these factors and adjust service levels and programs over time accordingly.

This inaugural LTFP does not identify "optimal" service levels and programs for the City or recommend any specific new service levels or programs. Nor does it identify specific matching revenue sources to support them. That would have required a more extensive process than time allowed for this first LTFP. Rather, this LTFP forecasts the City's budget condition over the next five years and identifies a number of revenue and expenditure options the City Council can consider implementing in the future. City staff expect that future LTFPs will have more specific recommendations on new service levels and programs and associated funding sources.

SUMMARY AND NEXT STEPS

The City is in a relatively strong financial position which is expected to continue through the life of the forecast. Based on the baseline forecast, the City will be able to continue to fund its status quo service levels and has the capacity to address some of the operating and capital improvement needs beyond the baseline. Should the City Council decide to appropriate funding to items not currently included in the status quo forecast, staff will develop alternative forecast scenarios to show the impact on revenues, expenditures, and reserves.

The primary purpose of this inaugural LTFP is to present the five-year financial forecast and identify all of the major financial challenges and opportunities that the City is expected to face over the next five years. It does not recommend funding specific unfunded liabilities or new service levels. Nor does it recommend the revenue sources that are best suited to fund those expenditures.

As a strategic planning tool, the LTFP can however be used to guide preparation of the annual operating and capital budget process.

RESOLUTION NO. 2020-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINOLE
ADOPTING A RESOLUTION TO APPROVE THE CITY OF PINOLE'S LONG-TERM
FINANCIAL PLAN FOR FISCAL YEAR (FY) 2021/22 - FY 2025/26**

WHEREAS, the City of Pinole's Long-Term Financial Plan (LTFP) for FY 2021/22 - FY 2025/26 was created to help implement the City's Strategic Plan 2020-2025; and

WHEREAS, one of the strategies under of the goal of a financially stable Pinole is to "develop a long-term financial plan and use it to guide budget and financial decisions"; and

WHEREAS, the LTFP was developed in conformance with public finance best practices; and

WHEREAS, the LTFP considers how economic and demographic trends might impact future requests for City services and City revenues; and

WHEREAS, the LTFP incorporates a five-year forecast of the General Fund, including Measure S 2006 and Measure S 2014 funds, revenues and expenditures; and

WHEREAS, the LTFP development process involved engagement with the community and Finance Subcommittee during public meetings on April 28, 2021 and May 12, 2021; and

WHEREAS, the City Council has reviewed the Final Proposed Long-Term Financial Plan for FY 2021/22 – FY 2025/26 which satisfies the Strategic Plan strategy to develop the City's long-term financial plan; and

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Pinole does hereby adopt the attached City of Pinole Long-Term Financial Plan for Fiscal Year (FY) 2021/22 – FY 2025/26.

PASSED AND ADOPTED this 18th day of May 2021, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

I hereby certify that the foregoing resolution was introduced, passed and adopted on this **18th** day of **May, 2021**.

Heather Iopu, CMC
City Clerk