



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council **DATE:** March 22, 2021
FROM: Matthew Bronson City Manager
PREPARED BY: John Peters, Chief of Police
SUBJECT: Policy Direction on Contracting with the City of Pismo Beach for Law Enforcement Emergency Communication Services

RECOMMENDATION

Receive information about contracting with the City of Pismo Beach for law enforcement emergency communication services and provided direction on the development of an agreement for these services.

BACKGROUND

The Grover Beach Police Department (GBPD) has operated its own emergency communications center for law enforcement since the 1980s. Currently the Grover Beach communications center has an authorized staff of six full-time employees. Over the years, the communications center has provided dispatching services for fire, medical and police. In the last 20 years, there have been various studies on the topic of consolidating dispatching services between cities and with the County of San Luis Obispo. In 2014, the Arroyo Grande Police Department closed their communications center and contracted law enforcement dispatching services with the San Luis Obispo County Sheriff's Office and fire dispatching services with the City of Grover Beach.

In 2018, the Five Cities Fire Authority has contracted with the County of San Luis Obispo/CAL FIRE for fire and emergency medical dispatching services. This change left the Grover Beach communications center providing law enforcement dispatching services solely for the GBPD. Since 2017, the Grover Beach communications center has had difficulty maintaining sufficient staffing in the communications center and there have been multiple vacancies and personnel leaves over the past three years that have impacted efficiency of operations. For the past year, one of the two Records/Property Technicians in the Police Department has been filling in as a dispatcher part-time each week which has impacted the efficiency of operations in the Records/Property Division.

Beginning in summer 2020, staff began discussions with the City of Pismo Beach on contracting with the Pismo Beach Police Department (PBPD) on law enforcement emergency communication services to help regionalize emergency communications in the Five Cities area. In September 2020, the Grover Beach communication center hit a critical staffing level of only three dispatchers and one part-time dispatcher from the Records/Property Division. This critical staffing problem created a need and opportunity to contract dispatching services with Pismo Beach on a temporary basis during nighttime hours (11:00 p.m. to 7:00 a.m.) each day of the week. In November 2020, GBPD lost the availability of the part-time dispatcher from the Records/Property Division and therefore had to contract additional hours from Pismo Beach on Tuesdays and Thursdays from 7:00 p.m. to 11:00 p.m.

Staff has reviewed the dispatching services provided by Pismo Beach since September 2020 and has found them to be professional, thorough, and accurate for patrol officers and citizen callers alike. In November 2020, the Pismo Beach communications center was accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA) a National Accreditation for Communications Division Standards. Pismo Beach became only the 4th communications center in the State of California to receive this National Accreditation.

Staff has developed a consolidation proposal that would result in the contracting of emergency communication services for the GBPD with the City of Pismo Beach. The proposed agreement for this service shown in Attachment 1 calls for Grover Beach to provide funding to Pismo Beach for four full-time dispatchers and to cover administrative and IT costs. The plan will also include the consolidation of two current GBPD dispatchers into the GBPD Records/Property Division. Currently, the GBPD communications center provides records and data entry for patrol officers 24 hours per day. However, with the contracting of communication services to Pismo Beach, these records and data entry tasks will have to be absorbed by the GBPD Records/Property Division in addition to their current duties. This additional workload will require retaining two full-time employees to meet these workload demands.

This proposal would result in one dispatcher applying for a transfer to a potential opening within the City that they qualify for or if there were no such openings, the lay-off procedure outlined in the Grover Beach Personnel Rules and Regulations and the Grover Beach Police Officers' Association Memorandum of Understanding would be implemented for that one employee. This employee would also be eligible to competitively apply to the City of Pismo Beach as a dispatcher with their agency since PBPD will need to add personnel to accommodate the GBPD contract.

Below is additional information about this proposal including the benefits of regionalizing emergency communications. Pending policy direction from the Council, staff is working with Pismo Beach staff to prepare for implementation of this consolidated service with the approval of a subsequent agreement with an anticipated start date of July 1, 2021 pending subsequent approval by the Council.

Benefits of Regionalization of Emergency Communication Services

Regionalization can be defined as two or more communities (or organizations, or agencies) that join in a formal, mutually beneficial working relationship to optimize services provided to the customers of their communities. The National Association of State 9-1-1 Administrators and the State of California 9-1-1 Advisory Board believes that this can be accomplished by sharing technical resources, or by a physical co-location of equipment and personnel. There has been an increase in the regionalization of 9-1-1 centers throughout the United States in recent years driven, in part due to:

- Enhanced officer safety capabilities with multiple dispatchers on duty at once.
- Need to minimize the number of times a 9-1-1 call must be transferred.
- Increased community safety by reducing response times in multi-jurisdictional emergencies.
- Desire to use costly 9-1-1 system components more efficiently.
- Desire to enhance purchasing power for replacement systems.
- Need to leverage technological advances to improve or expand services to citizens.
- Hosted technological solutions at one facility instead of multiple facilities.

The Five Cities area is patrolled by three police departments and the Sheriff's Office with the cities of Arroyo Grande, Grover Beach and Pismo Beach responsible for patrolling a cumulative

population of more than 40,000 residents. Currently, all three agencies are dispatched by different emergency communication centers. If it were possible to get all three agencies to be dispatched by the same emergency communications center, the Five Cities area would benefit from the anticipated improvements stated above. As stated earlier, the City of Arroyo Grande currently contracts with the Sheriff’s Office for emergency communications though has been invited to participate in this regional effort with the cities of Pismo Beach and Grover Beach. Arroyo Grande is evaluating options and if they decide to join this regional effort on January 1, 2022, there would be a Grover Beach cost reduction of approximately \$33,750 in the first year of the contract. If Arroyo Grande joins on July 1, 2022, then there would be a Grover Beach cost reduction of approximately \$68,850 for the second year of the contract.

Budget

The FY 2020-21 budget for the Grover Beach communications center is approximately \$749,730. This cost is broken down into the following categories:

Program	Description	FY 21 Budget Allocation
Staffing	Six full-time staff, overtime, training, medical benefits, insurance, retirement, workers compensation and uniform allowance	\$692,207
Supplies and Services	Operating supplies, cleaning supplies, small tools, and equipment	\$8,400
Service Contracts	Contracts for IT connection services with the County and State of California and radio maintenance	\$14,500
*Debt Service	Radio, antenna and console loan principal and interest	\$34,623
	TOTAL	\$749,730

*Final payment for recent radio equipment upgrade.

The proposed contract cost for communication services to be provided by Pismo Beach is \$540,000 for the first year of the five-year contact and will include a 2% cost of living adjustment in succeeding years with the contract cost rising to \$584,513 by year five. The contract cost will cover four full-time dispatchers, overtime, training costs, management services and IT costs.

Although these budget numbers may show an initial budgetary savings of \$209,730 to Grover Beach by contracting with Pismo Beach, that would not be the case given the required ongoing costs that the Police Department will continue to have. These costs include funding two additional full-time positions in the Records/Property Division given the retention of two senior employees from the communications center to meet the increased workload in the Records/Property Division. The Police Department will be able to reduce the costs for supplies and services by about 50% though there will be an additional \$6,000 annually added to the service contracts to cover the costs of providing a fiber network connection between the two departments for sufficient radio and computer communications. The below table outlines the true estimated costs associated with this contract and consolidation plan:

Program	Description	FY 22 Budget Allocation
GB Records Staffing	Two full-time Records staff, overtime, training, medical benefits, insurance, retirement, workers compensation and uniform allowance	\$225,261

Supplies and Services	Operating supplies, cleaning supplies, small tools, and equipment	\$4,200
Service Contracts	Contracts for IT connection services with the County and State of California and radio maintenance	\$20,500
	Grover Beach Ongoing Costs SUBTOTAL	\$249,961
	Pismo Beach Dispatch Costs	
Staffing, Administrative and IT Services	Four full-time dispatchers, overtime, training costs, managing of Grover Beach operations and information technology to keep all systems operational	\$540,000
	TOTAL	\$789,961

In total, the ongoing costs at GBPD will be \$249,961 which combined with the Pismo Beach dispatch contract costs of \$540,000 lead to a total combined cost of \$789,961. This costing does not include any potential cost of living increases from the results of upcoming labor agreement negotiations.

Staff would also note that in November 2020, the San Luis Obispo County Grand Jury published a report indicating the San Luis Obispo County Sheriff’s Office could provide emergency communication services to Grover Beach for less money than the city was spending annually on its own operations. Staff contacted the Sheriff’s Office and asked for an estimate of costs for dispatching services that Pismo Beach is offering to provide. Staff took the information received from the Sheriff’s Office and reviewed the contract the Sheriff’s Office has with the City of Arroyo Grande to provide emergency communication services and determined the costs would be approximately \$422,631 in the first year with an average of 2% increase each year of the contract.

However, the Sheriff’s Office proposal included three dispatchers, similar to the level that Arroyo Grande pays, but the Pismo Beach proposal calls for Grover Beach to pay for four dispatchers. The benefit to having four dispatchers versus three is that four dispatchers provides for a dedicated dispatcher 24 hours per day whereas three dispatchers does not provide such a dedicated 24-hour position. When factoring in the ongoing Grover Beach costs of \$249,961, the total first year cost with the Sheriff’s Office contract for three dispatchers would be approximately \$672,592 while the total first year cost with the Sheriff’s Office contract with four dispatchers would be approximately \$797,183. Consequently, a contract with Pismo Beach would be more cost effective and ensure a greater degree of regional service and oversight for emergency communications services.

Personnel Adjustments

If Council approves this concept and subsequent agreement for communication services, the Police Department would recommend the following three personnel adjustments:

- Retain two positions currently serving as Dispatchers and move them to the Records/Property Division
- Update Records/Property Technician salary schedule to the equitable rate of the current Lead Communications/Records Technician salary
- Update Records/Property Technician job description to include duties of a Lead Records/Property Technician as Custodian of Records/Property as a special assignment

Records/Property Operations

The Police Department would see a reduction of four full-time employees in the civilian employee category. One Dispatch Supervisor and one Lead Communication/Records Technician are proposed to be reclassified and moved to the Records/Property Division and one Communications/Records Technician would have to be transferred to another position within the City if such a position is available. If no position is available in the City, the City's layoff procedure would be implemented. This employee would also be eligible to competitively apply to Pismo Beach for a dispatcher opening there. With the additional two employees in the Records/Property Division, the Division would assume a seven-day-a-week operational schedule which will allow the front lobby to be open to the public every day except holidays for improved customer service compared with the weekday schedule currently in place.

Updated Salary Schedule

Since the salary schedule and incentives for the Dispatch Supervisor and Lead Communications/Records Technician are higher than the Records/Property Technician, their salary and incentives would be maintained at their current levels (known as Y-rating) until the salary schedule for the Records/Property Technician becomes comparable in the future. Given the disparity in salary schedules, staff completed a compensation study for the Records/Property Technician position within San Luis Obispo County. As a result of the comparable positions at the other cities within the county, staff found the Grover Beach position, with a top annual salary of \$62,412, to be approximately 7.5% below the average of \$67,125 for this position with other cities in the county. Staff recommends correcting the salary disparity for the two current Records/Property Technicians by moving the two current employees to the Grover Beach salary schedule utilized for the current Lead Communications/Records Technician and making that salary schedule the new salary schedule for Records/Property Technicians. This salary schedule adjustment would be equal to the average salary for Records/Property Technicians in the county and is also consistent with the current Lead Communications/Records Technician's salary that would be Y-rated upon the consolidation. The estimated cost for this adjustment would be \$7,700 in FY 2021-22 not including the results of upcoming labor agreement negotiations.

Update Job Description to add Lead Records/Property Technician Responsibilities

The final personnel adjustment would be the updating of the Records/Property Technician job description. The update would create a special assignment of Lead Records/Property Technician and would include a 5% special assignment pay similar to other special assignment pay in the police department. The Lead Records/Property Technician would not be a supervisory or promotional position and would be limited to one employee at a time in the Records/Property Division for a period of four years. An employee's continuation in this assignment would be based on an overall annual evaluation of the employee's satisfactory performance. This special assignment pay would be provided to the employee that qualifies and is chosen every four years to be the Police Department's Custodian of Records and Property. Currently the Custodian of Records and Property is assigned to a Police Commander, but in the future, it would be better handled by personnel in the Records/Property Division specifically trained in the critical functions of police records and property management.

Implementation Timeline

Staff has been working with the City of Pismo Beach since August 2020 to install the necessary technology for Pismo Beach to conduct emergency communication services for Grover Beach. On March 2, 2021, the Pismo Beach City Council authorized their staff to offer an emergency

communication services contract to both Grover Beach and Arroyo Grande. If Council provides direction to implement this consolidation plan to regionalize emergency communication services, staff will prepare the contract, updated job description, and salary schedule for Council action on April 26, 2021. Staff will be able to finish all the technological installations and testing at Pismo Beach by early June 2021. Pismo Beach would be able start full-time emergency communication services for Grover Beach effective July 1, 2021.

FISCAL IMPACT

There is no fiscal impact from this agenda item as such impact would be tied to approval of a subsequent emergency services communications agreement. This recommended proposal by staff including a contract for emergency communication services with the City of Pismo Beach and related personnel actions would increase General Fund costs by an estimated \$47,931 beginning in FY 2021-22.

ALTERNATIVES

The Council has the following alternatives to consider:

1. Direct staff to work with City of Pismo Beach staff to finalize a contract for Emergency Communication Services, prepare an adjustment to the Classification and Compensation Plan for the Records/Property Technician, prepare an updated job description for the Records/Property Technician position with the additional duties of Lead Records/Property Technician; or
2. Direct staff not to move forward with a contract and continue services as is; or
3. Provide staff with further direction.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

Attachments

1. Proposed Contract for Emergency Communication Services

**AGREEMENT FOR DISPATCH SERVICES BETWEEN
THE CITY OF PISMO BEACH AND
THE CITY OF GROVER BEACH**

THIS AGREEMENT FOR DISPATCH SERVICES (“Agreement”) is entered into on _____ 2021, by and between the City of Pismo Beach (“Pismo Beach”) and the City of Grover Beach (“Grover Beach”) through their duly authorized officers (collectively, the “Parties”). For the purposes of this Agreement, the terms “Pismo Beach” and “Grover Beach” shall include each party’s elected officials, officers, employees, volunteers and agents.

RECITALS

- A. Pursuant to California law, Pismo Beach and Grover Beach are each responsible for law enforcement protection services within their jurisdictional boundaries. The Parties implement this responsibility through their respective police departments, providing day to day emergency response, dispatch, crime prevention, and other services.
- B. The parties currently provide emergency response services to each other under existing mutual aid and automatic aid agreements.
- C. Grover Beach has a need for dispatch services listed in Schedule A – Scope of Work and Rates for Services to assist with the operations of Grover Beach’s police department.
- D. Pismo Beach is willing and able to provide Grover Beach with the services set forth in Schedule A – Scope of Work and Rates for Services, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

I. SERVICES

Pismo Beach shall provide dispatch services to Grover Beach, as set forth in Schedule A, Scope of Work and Rates for Services. These services will be provided by Pismo Beach employees, supervised by Pismo Beach, subject to all Pismo Beach governing statutes, policies and procedures.

This Agreement shall have no impact on current cooperative, automatic aid, and mutual aid agreements between Grover Beach and Pismo Beach.

II. FUTURE ADDITIONAL SERVICES

The cities recognize that a modern, automated and consolidated communications center may offer certain cost-effective opportunities to add related and specialized services. The

parties further understand and agree that any future additional specialized services other than those services set forth in Schedule A would be added only upon mutual agreement and approval by the Contract Administrator for each city.

III. SCHEDULES

Pismo Beach and Grover Beach agree to comply with the terms and conditions of this Agreement, including the Schedules which are attached hereto and are incorporated by this reference and made a part of the Agreement. In the event that any of the terms and conditions of the Schedules are inconsistent with the terms of this Agreement, the terms and conditions of the Schedules will prevail.

Schedule A – Scope of Work and Rates for Services

Defines the services to be provided to Grover Beach by Pismo Beach and the cost of those services payable by Grover Beach to Pismo Beach under this Agreement.

IV. TERM

This Agreement shall become effective July 1, 2021 through June 30, 2022 and shall be automatically renewed for four (4) successive one (1) year periods unless terminated pursuant to section V. Renewal shall be upon the same terms and conditions as set forth herein; except the annual payments by Grover Beach shall be in accordance with the Payment Terms in Schedule A.

V. TERMINATION

Either party may terminate this Agreement for any reason, with or without cause, upon One Hundred Eighty (180) days' written notice to the other party. The Agreement may be canceled immediately by written mutual consent. Upon termination of this Agreement, all amounts owing from Grover Beach to Pismo Beach for services rendered shall be due and payable in accordance with terms of this Agreement.

VI. MODIFICATION

This Agreement may be modified or amended only by a written document executed by both parties.

VII. ADMINISTRATION

Pismo Beach's Police Chief will act as the contract administrator for Pismo Beach for matters related to the Agreement, and Grover Beach's Police Chief will act as the contract administrator for Grover Beach. These individuals will be available for contract resolution or policy intervention during the term of this Agreement.

VIII. PAYMENT FOR SERVICES

Grover Beach shall pay to Pismo Beach for services rendered pursuant to this Agreement the amounts set forth in Schedule A which is attached hereto and incorporated herein by reference.

IX. INSURANCE

Pismo Beach shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Agreement. Pismo Beach may self-insure all or a portion of this insurance requirement, or obtain pooled risk coverage, or a combination thereof, for such risk with limits at least as high as defined in subsection A below.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Grover Beach has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Pismo Beach maintains higher limits than the minimums shown above, Grover Beach requires and shall be entitled to coverage for the higher limits maintained by Pismo Beach.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Grover Beach, its elected officials, officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Pismo Beach; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Pismo Beach including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Pismo Beach's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the **Pismo Beach's insurance coverage shall be primary** insurance as respects Grover Beach, its elected officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by Grover Beach, its elected officials, officers, employees, or volunteers shall be excess of Pismo Beach's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to Grover Beach.

Failure to Maintain Insurance

Pismo Beach's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Agreement, upon which Grover Beach immediately may suspend or terminate this Agreement notwithstanding any language in Provision IV to the contrary.

Waiver of Subrogation

Pismo Beach hereby grants to Grover Beach a waiver of any right to subrogation which any insurer of Pismo Beach may acquire against Grover Beach by virtue of the payment of any loss under such insurance. Pismo Beach agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Grover Beach has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Grover Beach. Grover Beach may require Pismo Beach to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Grover Beach.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, Pismo Beach must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

Pismo Beach shall furnish Grover Beach with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by Grover Beach before work commences. However, failure to obtain the required documents prior to the work beginning shall not be deemed a waiver of Pismo Beach's obligation to provide them. Grover Beach reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time.

Certificates and copies of any required endorsements shall be sent to:

City of Grover Beach
Attn: Administrative Services Director
154 S. 8th Street
Grover Beach, California 93433

X. NOTICES

Notices required or permitted under this agreement shall be sent through U.S. Postal Service by certified mail. Notice shall be considered given upon deposit. Addresses for any such notices shall be:

For Pismo Beach:
Chief of Police
1000 Bello Street
Pismo Beach, California 93449

For Grover Beach:
Chief of Police
711 Rockaway Ave.
Grover Beach, CA 93433

Either party may designate a change of address in writing at any time.

XI. AUDITS

Since this Agreement is over \$10,000, the Parties shall be subject to examination and audit, in accordance with Government Code section 8546.7, for a period of three (3) years after final payment under the agreement. Upon reasonable notice from the other party, each party shall make its records and books relating to this Agreement available for management review and fiscal audit by the other party at any time up to three years

following final payment. Examination and audit shall be confined to those matters connected with performance of the Agreement including, but not limited to, cost of administering the Agreement.

XII. INDEMNIFICATION

- A. Grover Beach and Pismo Beach are each an independent “General Law City,” as defined by Government Code section 34102, and this Agreement does not create a separate legal entity. Each Party shall, at all times, remain an independent city solely responsible for all acts of its employees or agents, including any negligent acts or omissions.
- B. Grover Beach Indemnity. Grover Beach agrees to indemnify and hold harmless Pismo Beach for Grover Beach’s share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney’s fees, arising out of the willful misconduct or the negligent acts, errors or omissions of Grover Beach in the performance of this Agreement.
- C. Pismo Beach Indemnity. Pismo Beach agrees to indemnify and hold harmless Grover Beach for Pismo Beach’s share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorney’s fees, arising out of the willful misconduct or the negligent acts, errors or omissions of Pismo Beach in the performance of this Agreement.

XIII. INDEPENDENT CONTRACTOR

- A. In the furnishing of the services provided for herein, Pismo Beach is acting solely as an independent contractor. Neither Pismo Beach, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venture, partner or associate of Grover Beach for any purpose. Grover Beach shall have no right to control or supervise or direct the manner or method by which Pismo Beach shall perform its work and functions. However, Grover Beach shall retain the right to administer this Agreement so as to verify that Pismo Beach is performing its obligations in accordance with the terms and conditions thereof.
- B. This Agreement is not evidence of a partnership or joint venture between Pismo Beach and Grover Beach. Pismo Beach shall have no authority to bind Grover Beach absent Grover Beach’s express written consent. Except to the extent otherwise provided in this Agreement, Pismo Beach shall bear its own costs and expenses in pursuit thereof.
- C. Because of its status as an independent contractor, Pismo Beach and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Grover Beach employees. Pismo Beach shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including,

without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Pismo Beach shall be solely responsible, indemnify, defend and save Grover Beach harmless from all matters relating to employment and tax withholding for and payment of Pismo Beach's employees, including, without limitation:

- (i) Compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and
- (ii) Any claim of right or interest in Grover Beach's employment benefits, entitlements, programs and/or funds offered employees of Grover Beach whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Pismo Beach may be providing services to others unrelated to Grover Beach or to this Agreement.

XIV. ASSIGNMENT AND SUBCONTRACTING

- A. The experience, knowledge, capability and reputation of Pismo Beach, its officers and employees were a substantial inducement for Grover Beach to enter into this Agreement. Assignments of any or all rights, duties or obligations of Pismo Beach under this Agreement will be permitted only with the written consent of Grover Beach.
- B. Pismo Beach shall not subcontract any portion of the dispatch work to be performed under this Agreement without the written consent of Grover Beach. If Grover Beach consents to such subcontract, Pismo Beach shall be fully responsible to Grover Beach for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Grover Beach and such subcontractor nor shall it create any obligation on the part of Grover Beach to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

XV. WAIVER

- A. No waiver shall be binding, unless executed in writing by the party making the waiver.
- B. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

- C. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

XVI. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

XVII. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such action, suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the non-prevailing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

XVIII GOVERNING LAW AND VENUE

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law. All proceedings involving any disputes over the terms, provisions, covenants or conditions contained within this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in the County of San Luis Obispo.

XIV. ENTIRE AGREEMENT

This Agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF PISMO BEACH

Signature _____

Date _____

Printed Name _____

Title _____

APPROVED AS TO FORM AND
LEGAL EFFECT

BY: _____
David Fleishman, City Attorney

Date: _____

CITY OF GROVER BEACH

Signature _____

Date _____

Printed Name _____

Title _____

APPROVED AS TO FORM AND
LEGAL EFFECT

BY: _____
David P. Hale, City Attorney

Date: _____

SCHEDULE A, Scope of Work and Rates for Services

Pismo Beach shall provide to Grover Beach the following services:

1. Provide Grover Beach with at least one dispatcher to operate a Grover Beach dispatch console, phones and radio systems twenty-four (24) hours per day seven (7) days per week.
2. Provide complete radio transmitting and receiving services required for rapid and efficient dispatch of public safety resources.
3. Provide Grover Beach with a Public Safety Answering Point (PSAP) for all 9-1-1 emergency services, Grover Beach Police Department business line services and law enforcement dispatch services twenty-four (24) hours per day, seven (7) days per week, at a level commensurate with current standards established by the Pismo Beach Police Department and the State of California 9-1-1 Emergency Communications Branch Operations Manual. Dispatch services shall include law enforcement dispatching, emergency and non-emergency call taking, sending and receiving voice and data information, transferring phone calls and other information from other dispatch centers, and obtaining and disseminating appropriate information from local law enforcement databases, DMV, and California Law Enforcement Telecommunications System (CLETS) as requested by Grover Beach police personnel.
4. Use Grover Beach provided Computer Aided Dispatching System (CAD) consisting of hardware and specialized software components that provide automatic status keeping, incident and case numbering systems unique to Grover Beach, geographical referencing, system status management, unit recommendations, and other significant public safety capabilities including Management Information Systems (MIS) and monitoring of Grover Beach's mnemonics and EEHS for any hit confirmations.
5. Provide common network support services associated with devices directly connected to the CAD system data to include, but not limited to, closed incident dispatch data.
6. Provide and/or allow for provisions for 24-hour access to, CAD data to include, but not limited to, incident dispatch data, records data and law enforcement databases.
7. Provide and/or allow for configuration and coordination for Grover Beach-owned devices that may be directly connected to the CAD system in order that Grover Beach may have on-line CAD access. These devices may include, but are not limited to, phone lines, terminals, PC's, hand-held devices, Printers, modems, multiplex devices and paging interfaces.

8. Provide and/or allow for a general business telephone number that can be used for official business in order for Grover Beach to communicate directly with the public safety dispatcher.
9. Provide and/or allow for radio console and control equipment and connection to effect radios transmissions from and between the dispatcher and Grover Beach Police units.
10. Allow on-site access to the Pismo Beach Dispatch Center for new employee trainings/sit-a-longs at times mutually agreed upon by Police Commanders for Grover Beach and Pismo Beach, and under such conditions as are determined by Pismo Beach.
11. Adhere to the instructions and commands of the on-duty Grover Beach public safety supervisor or Grover Beach management representatives regarding public safety incidents or operations within Grover Beach.
12. Submit to mutually agreeable and routine technical audits on the CAD, radio-telecommunications systems, record time-keeping programs and associated interfaces to ensure accuracy and continuity of operations.
13. Timely notify Grover Beach Police Department supervisors of events and/or circumstances affecting public safety in Grover Beach as well as any violations of established policy involving Grover Beach personnel so as to allow Grover Beach Police Department supervisors the opportunity to assist in and/or conduct administrative investigations of Grover Beach personnel.
14. Retain any radio and telephone transmissions that are received by Pismo Beach involving Grover Beach calls for service and personnel for a period of a minimum of 180 days and allow Grover Beach police personnel to review and obtain recordings of such transmissions.
15. Upon request and at reasonable times, allow inspection of all records, books, reports and documentation maintained by Pismo Beach related to the duties performed under this Agreement for Grover Beach.
16. Four dispatcher positions are needed to ensure continuous coverage during absences of dispatchers due to illness, vacation or other reasons. In the event another agency becomes party to a similar agreement with Pismo Beach, the four dispatcher positions in this Agreement will be reduced to 3.5 positions with a corresponding reduction in the cost to Grover Beach herein.
17. Pursuant to Government Code, section 53114.2, the Governor's Office of Emergency Services, Public Safety Communications, California 9-1-1 Emergency Communications Branch, has the authority to review and update technical and operational standards for public agency systems. The California 9-1-1 Emergency Communications Branch has created and updates the State of California 9-1-1

Operations Manual. For purposes of this section Pismo Beach shall be considered the Public Safety Answering Point (PSAP) as that term is used in the State of California 9-1-1 Operations Manual.

Grover Beach shall provide to Pismo Beach the following services:

1. Provide defined geographical location data, beat structures, travel routes and response boundaries for Grover Beach emergency response.
2. Contact information for all Grover Beach employees subject to call back or emergency notifications by the dispatcher.
3. Provide at its own facilities, personnel and/or arrangements to answer and coordinate incoming business and other non-dispatch related calls during business hours (i.e. 8:00 A.M. to 5:00 P.M., Monday through Friday except on Grover Beach holidays. During after hour periods, Grover Beach will provide a recording for its business telephone lines which will inform callers that emergency and/or urgent calls should be directed to 9-1-1 and that non-dispatch, business calls should be made on the following business day.
4. In consultation with Pismo Beach, development and maintenance of the Grover Beach police geographical files needed for accurate CAD dispatching by providing prompt, written notification to Pismo Beach of updated information and/or requests for file modifications and providing written definitions of travel routes, response boundaries, and any other information required to ensure quality public safety communications services.
5. Provide an on-duty supervisor and patrol officer line-up to the dispatch center at shift change. All Grover Beach personnel will be required to log into the CAD program in their vehicle at the start of their shift or notify the dispatcher via radio or telephone of their duty status and any change thereof.
6. Pay all costs of whatever description associated with Grover Beach devices or equipment necessary to connect to the Pismo Beach CAD system, which may include additional equipment purchases, maintenance and recurring costs incurred by Grover Beach.
7. Pay costs associated with the discretionary development of any specialized software interface(s) designed to transfer CAD data to the Grover Beach computer system(s).
8. Participate in a Quality Improvement Program, as mutually agreed upon by the Parties, to assist in the development of dispatch performance standards and providing performance feedback, specifically as it relates to execution of coverage

plans and programs, and to ensure maintenance of national accreditation by Pismo Beach for its dispatch center.

9. Provide a direct line of communication from the Pismo Beach Dispatch Supervisor/Manager to a Grover Beach Police Commander to help identify issues and resolve any conflicts in processes.
10. Provide Pismo Beach with full access to facilities needed to for Pismo Beach to install equipment or software required to provide services under this Agreement. Grover Beach shall be responsible for its own internal costs for ensuring adequate connection of equipment and software to Pismo Beach's facilities that may be required to provide services under this Agreement.
11. Not later than the final day of each month during the term of the Agreement, pay Pismo Beach for services provided according to the following contractual rate schedule (See Schedule A). The Rate is based on the fully-burdened personnel cost of one dispatcher position at "E" Step in the City's salary schedule. "Fully-burdened personnel cost" as used herein means all costs of whatever nature attributable to the dispatcher position, including but not limited to salary, health and welfare benefits, retirement contributions and payroll taxes.

For each subsequent year of this Agreement, the Rate payable by Grover Beach shall be adjusted to equal the fully-burdened personnel cost to Pismo Beach of one dispatcher position at "E" Step in the City's salary schedule for that year, multiplied by four to represent 24-hour coverage unless a second agency is contracted as stated in #16 of the Pismo Beach Provisions at which time the multiplication factor is 3.5 positions. In no case, however, shall the amount payable by Grover Beach be less than the Rate set forth above for the period July 1, 2021-June 30, 2022.

Schedule A
Police Dispatcher Cost for Grover Beach
FY's 21/22, 22/23, 23/24
4 Positions to meet 2 agencies minimum Staffing

Police Dispatcher – FY 21/22	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$135,000	4	\$540,000	0	0

Police Dispatcher – FY 22/23	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$137,700	4	\$550,800	\$10,800	2 (ARI/CPI)

Police Dispatcher – FY 23/24	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$140,454	4	\$561,816	\$11,016	2 (ARI/CPI)

Police Dispatcher – FY 24/25	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$143,263	4	\$573,052	\$11,236	2 (ARI/CPI)

Police Dispatcher – FY 25/26	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$146,128	4	\$584,513	\$11,461	2 (ARI/CPI)

*Includes full burden cost of a Step 'E' Dispatcher to include pension liability, full benefits, certificate(s) pay, Overtime, Management Administrative Costs, IT, and Uniform Allowance.

Schedule A (2) Alternate for 3 City Service
Police Dispatcher Cost for FY's 21/22, 22/23, 23/24
3.5 Positions to meet 3 agencies minimum Staffing
(To be used only if the Cities of Grover Beach and Arroyo Grande contract services)

Police Dispatcher – FY 21/22	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$135,000	3.5	\$472,500	0	0

Police Dispatcher – FY 22/23	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$137,700	3.5	\$481,950	\$9,450	2 (ARI/CPI)

Police Dispatcher – FY 23/24	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$140,454	3.5	\$491,589	\$9,639	2 (ARI/CPI)

Police Dispatcher – FY 24/25	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$143,263	3.5	\$501,420	\$9,831	2 (ARI/CPI)

Police Dispatcher – FY 25/26	Cost Per Dispatcher	Number of Dispatchers	Total	Dollar Increase	% Increase
Police Dispatcher – Salary Includes benefits*	\$146,128	3.5	\$511,448	\$10,028	2 (ARI/CPI)

*Includes full burden cost of a Step 'E' Dispatcher to include pension liability, full benefits, certificate(s) pay, Overtime, Management Administrative Costs, IT, and Uniform Allowance.