



**MEMORANDUM
SHERIFF'S OFFICE
ADMINISTRATIVE SERVICES**
County of Placer

TO: Board of Supervisors

DATE: March 22, 2016

FROM: Edward N. Bonner 

SUBJECT: Intergovernmental Agency Agreement for Regional Enhanced 9-1-1 Telephone System

Action Requested

Approve and authorize the County Executive Officer to sign and execute the Intergovernmental Agency Agreement (IAA) regarding the recently purchased regionally interoperable 9-1-1 telephone system.

Background

On December 8, 2015 your Board approved the regionally interoperable 9-1-1 telephone system. Executives from the five Placer County Law Enforcement Agencies (PLEA) who provide 9-1-1 services within Placer County identified necessary upgrades to the State's Legacy 9-1-1 System, as it was determined the 45 year-old analog system was incapable of managing the systems necessary to provide enhanced 9-1-1 services. As a result, PLEA commissioned a joint study to determine the feasibility of a regional, hosted call management solution capable of supporting digital communications through a networked IP-based system. An ad hoc committee, made up of the managers from each Public Safety Answering Point (PSAP), was formed and tasked with identifying the value of shared 9-1-1 resources in the Placer County region.

All participating agencies developed an Intergovernmental Agency Agreement (IAA) for governance of the regional 9-1-1 system. The cities of Roseville, Lincoln, Rocklin, and Auburn have presented and gained approval from their respective City Councils for the purchase of the regional 9-1-1 telephone system and the IAA. The IAA provides detailed guidelines of how the regionally interoperable 9-1-1 system will operate between the various agencies.

Fiscal Impact

This project is fully funded by the State 9-1-1 Office, thus there is no impact to the General Fund.

Attachments

Intergovernmental Agency Agreement

EXHIBIT A

PLACER COUNTY REGIONAL 9-1-1

INTERGOVERNMENTAL AGENCY AGREEMENT

INTERGOVERNMENTAL AGENCY AGREEMENT

PLACER COUNTY REGIONAL 9-1-1 COMMITTEE (PCRC911)

THIS AGREEMENT is made and entered into this ___ day of _____, 20 __, by and between the City of Auburn, a municipal corporation, the City of Lincoln, a municipal corporation, the City of Rocklin, a municipal corporation, the City of Roseville, a municipal corporation, and the County of Placer, a subdivision of the State of California, (hereinafter collectively and individually "Agencies" and/or "Agency"). The Agencies agree to purchase and maintain telephone equipment, software, and networking infrastructure to support a regional hosted call-management system in accordance with the terms of this Agreement ("Agreement").

I. Purpose

- A. Each participating Agency serves as a primary public safety answering point (hereinafter "PSAP") for their respective community or region, providing a variety of public safety dispatch services. Placer County Sheriff's Office, Rocklin Police Department, and Roseville Police Department all provide a full spectrum of public safety dispatch services, including law enforcement, fire, and emergency medical dispatching services. Lincoln Police Department provides all the services previously mentioned with the exception of emergency medical dispatching services, which are contracted with American Medical Response (AMR). Auburn Police Department provides law enforcement dispatching services only, with fire and emergency medical services provided by contracted agencies.
- B. All participating Agencies recognize that efficiencies and real-time information sharing can be realized by each Agency purchasing and using common technologies. In addition, the Agencies agree that coordination of functions among or between PSAPs will enhance public safety services. For the purposes of this Agreement, such commonalities shall be referred to as "associations" or "associated services."
- C. The Agencies agree that representatives may meet periodically to discuss additional or revised associations or associated services designed to achieve greater efficiency or public safety service enhancements. These may include but are not limited to, functions, protocols, and technologies.

II. No Joint Venture

- A. The Agencies agree that no joint venture is created by this Agreement and that no separate or independent legal entity is created hereby. Services provided by any holder of an associated position within a particular Agency shall be considered to be provided by that Agency.

- B. Each Agency covenants not to sue any other Agency regarding any associated services provided hereunder and waives any right of subrogation. Each Agency agrees not to assign any right under this Agreement or any cause of action against another Agency regarding services provided under this Agreement.
- C. The above notwithstanding, the Agencies agree to call their association the "Placer County Regional 9-1-1 Committee (PCRC911)" (hereinafter "Committee") which is further discussed in Section V, below.

III. Membership – Duration and Termination

- A. At any time, an Agency may withdraw its participation on the Committee by providing the remaining Agencies written notice of such withdrawal. The written notice shall be served on the Executives of the Placer County Law Enforcement Agencies (PSAP agency Chiefs and Sheriff, hereinafter "PLEA Executives"). The effective date of the withdrawal shall be thirty (30) days after service of written notification on the PLEA Executives. This Agreement shall continue indefinitely unless only one Agency remains, in which case, the Agreement shall terminate. The remaining parties to the Agreement may also terminate it by a vote of the majority of the remaining agencies.
- B. If an Agency is hosting a server or other hardware or software, that Agency may not terminate for 90 days after the notice of intent to withdraw its participation has been served on the PLEA Executives.
- C. Two (2) years prior to the State of California 911 funding allotment cycle, Agencies may review the shared technology and services and determine if the regional arrangement will continue or if the regional PSAPs should return to stand alone systems.
- D. A member Agency which withdraws from this Agreement will be liable for its share of costs incurred under this Agreement prior to the effective date of that member Agency's withdrawal.

IV. Shared Services and Technology

The Agencies agree that the areas of shared technology and service that are immediately subject to this Agreement and their duties to them are as follows:

1. New call management (9-1-1) systems that utilize Voice over Internet Protocol (VoIP) technologies.
2. Agencies will serve as virtual emergency back up PSAPs to one another during unusual periods of emergency activity or when thresholds of call volume have been exceeded as defined by the Committee and approved by PLEA Executives, or during a primary system failure at any of the participating Agencies. Subject to the decision-making provisions of Section V, additional technologies and services may be added if the Committee determines that the association will realize economic or service efficiencies or enhancements.
3. Agencies will staff their centers to handle their normal workload and shall not impose routine work on other regional PSAPs, absent critical events or extenuating circumstances.

4. To ensure that the system functions appropriately as virtual emergency backup PSAPS, Agencies shall conduct regular tests of the failure plans.

V. Committee - Decision-making

- A. The Agencies, through the PLEA Executives, agree to participate on the Committee. The Committee will recommend technologies and services to participating PLEA Executives that have primary PSAPS and are collaborating on this Agreement. Each PLEA Executive of an Agency with a PSAP shall designate one (1) Committee member. The Committee members will be comprised of operational representatives from all levels within the PSAPs, including but not limited to dispatchers, supervisors, managers, information technology, etc. Each Committee member shall have the right to assign delegate(s) to appear on his/her behalf at Committee meetings, and such delegate(s) shall carry the right to vote on behalf of the Committee member.
- B. The Committee shall determine frequency of meetings, location, and the mode with which to report their findings and recommendations to the participating PLEA Executives.
- C. The Committee shall create and maintain regional operational manuals, failure plans, scheduling of system testing, and overall design of the regional system to be approved by all PLEA Executives prior to implementation.
- D. The PLEA Executives must unanimously approve any contracts for shared services prior to implementation. Such contracts shall be consistent with each Agency's approved budgets.

VI. COSTS

- A. The Agencies agree to individually pay for those costs that can be segregated per actual use and control of the individual Agency. Segregated costs may include hardware, software, and/or services that the individual Agency determines necessary to support the hosted call management system.
- B. Where costs of hardware, software, services, or networking infrastructure cannot be segregated by an individual Agency, the individual Agencies will consider the costs "common." Common costs will be distributed on an equitable basis among the membership Agencies by using the state-identified matrix of call volume and dispatcher positions to identify an appropriate distribution percentage per member Agency. Common costs will be itemized and billed directly to member Agencies by any agreed upon vendor. Member Agencies are responsible to pay their portion of common costs directly to the agreed upon vendor using individual Agency funds, or state 9-1-1 customer premise equipment (hereinafter "CPE") funds, at the Agency's discretion. Any disagreement between Agencies related to common costs shall be brought forward subject to the Dispute Resolution process set forth in Section VIII below. Nothing in this Agreement shall be seen as allowing those costs which are inconsistent with any Agency's approved budget.

VII. Third Party Liability and Indemnification

- A. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Committee or any of the Agencies in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by each Agency in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Committee, or any of the Agencies or their employees, respectively, as provided by law.
- B. Each of the parties to this Agreement agrees to cooperate with the other parties in the operation of their respective risk management systems, insofar as such operation relates to this Agreement. Each party agrees that if any incident, loss, damage, or claim occurs and is reported as a part of its respective risk management system arising out of the activities involved with this Agreement, such report will be immediately delivered to the PLEA Executives of the other Agencies. It is agreed and understood that said reports will be held in the strictest of confidence and that each party agrees to cooperate fully with the other in the investigation and resolution of the incident or liability exposure revealed as a result of its respective risk management system.
- C. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
- D. The member agencies shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, or employees when performing any activities or obligations required of that party under this Agreement. To the extent a claim relates to the operation of common equipment by employees of all member agencies, the member agencies agree to bear costs in the same manner as calculated under Section VI (B).

VIII. Dispute Resolution

- A. If any member agency disputes its share of costs, responsibilities, or other terms and requirements of this Agreement, it may submit its dispute in writing to the Committee described in section V above. The parties shall attempt to resolve the dispute informally.
- B. If the parties cannot resolve the dispute informally, the member agencies shall convene a meeting of the PLEA Executives to resolve the matter.
- C. If the PLEA Executives cannot reach agreement to resolve the dispute, the PLEA Executives shall each appoint one (1) representative with sufficient knowledge of the subject area in dispute to sit on a hearing panel to hear and resolve the dispute. The hearing panel's findings shall be final, unless rejected by a supermajority vote of the PLEA Executives. The Agencies agree that the procedures for the hearing shall be the American Arbitration Association procedures then in place.

IX. Miscellaneous Provisions

- A. Nothing in this Agreement shall be interpreted as precluding an Agency from associating with another Agency in a manner that does not compromise the services covered by this Agreement.
- B. Any notice to be sent under this Agreement shall be effective when signed by the PLEA Executive of the participating PSAP-member Agency.
- C. This Agreement shall be effective when approved and executed by the first two Agencies to approve it.
- D. Failure to enforce a term or condition of this Agreement shall not be construed as a waiver of that term and condition in subsequent enforcement proceedings.
- E. If any provision of this Agreement is determined to be invalid, it shall be severed and the remaining provisions shall be deemed valid, binding, and enforceable.
- F. This Agreement may be amended only by the mutual agreement of the participating Agencies pursuant to written agreement.
- G. This Agreement contains the complete expression of the parties' understanding regarding the subjects contained herein. All prior or contemporaneous oral or written agreements are merged herein.
- H. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the Agencies, has executed this Agreement in duplicate by its City Manager and/or County Chief Executive Officer, and has caused this Agreement to be duly executed.

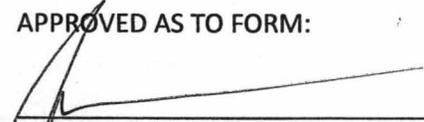
CITY OF AUBURN
A Municipal Corporation

By:



Tim Rundel
City Manager

APPROVED AS TO FORM:



Michael Colantuono R. Cobden

Asst City Attorney

ATTEST:



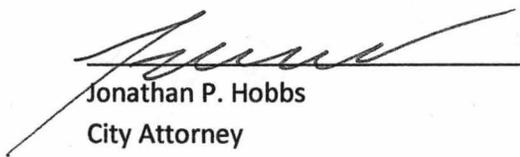
Stephanie Snyder Deputy City Clerk

City Clerk

CITY OF LINCOLN
A Municipal Corporation

By: 
Matthew Brower
City Manager

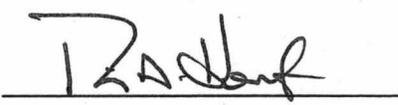
APPROVED AS TO FORM:


Jonathan P. Hobbs
City Attorney

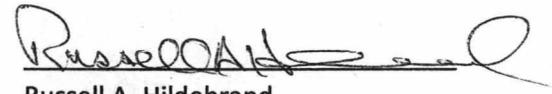
ATTEST:


Gwen Scanlon
City Clerk

CITY OF ROCKLIN
A Municipal Corporation

By: 
Ricky A. Horst
City Manager

APPROVED AS TO FORM:


Russell A. Hildebrand
City Attorney

ATTEST:


Barbara Ivanusich
City Clerk

CITY OF ROSEVILLE
A Municipal Corporation

By: 
Rob Jensen
City Manager

APPROVED AS TO FORM:


Robert Schmitt
City Attorney

ATTEST:


Sonia Orozco
City Clerk

COUNTY OF PLACER
A Subdivision of the State of California

By: _____
David Boesch
Chief Executive Officer of Placer County

APPROVED AS TO FORM:


Brett Holt
County Counsel
DEPUTY COUNTY COUNSEL

ATTEST:

Sharlet Pyne
Clerk of the Board

RESOLUTION NO. 15-540

APPROVING AN INTERGOVERNMENTAL AGENCY AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, THE CITY OF AUBURN, THE CITY OF LINCOLN, THE CITY OF ROCKLIN, AND THE COUNTY OF PLACER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an intergovernmental agency agreement regarding the Placer County Regional 9-1-1- Committee (PDRC911) Project, by and between the City of Roseville, The City of Auburn, The City of Lincoln, The City of Rocklin, and the County of Placer, has been reviewed by the City Council; and

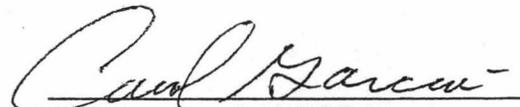
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this 16th day of December, 2015 by the following vote on roll call:

AYES COUNCILMEMBERS: Gore, Rohan, Herman, Roccucci, Garcia

NOES COUNCILMEMBERS: None

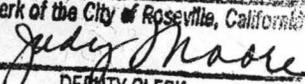
ABSENT COUNCILMEMBERS: NOne


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK

RESOLUTION NO 2015 -264

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LINCOLN
ACCEPTING STATE OF CALIFORNIA EMERGENCY TELEPHONE NUMBER ACCOUNT
(SETNA) FUNDS FOR THE PURCHASE, INSTALLATION, AND MAINTENANCE OF 9-1-1
CALL MANAGEMENT SYSTEM, EQUIPMENT, AND SERVICES**

WHEREAS, the Lincoln Police Department has been awarded \$255,000 00 in Customer Premise Equipment (CPE) funds through the State Emergency Telephone Number Account (SETNA) as administered by the California Office of Emergency Services for the procurement, installation, and maintenance of 9-1-1 system software, equipment, and networking, and

WHEREAS, the City of Lincoln's Police Department requires an updated 9-1-1 system including ancillary equipment and network in order to send and receive digital communications, and

WHEREAS, the City of Lincoln as a municipal corporation of the State of California, is hereby entitled to utilize State of California Leveraged Procurement Agreements (LPAs) to include the 9-1-1 Systems and Services Master Purchase Agreement (MPA) and California Master Award Schedule (CMAS) to select appropriate vendors to provide hardware, software, equipment, licensing, network, and services in support of the 9-1-1 function,

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF LINCOLN DOES HEREBY RESOLVE AS FOLLOWS:

Section 1 The City Council of the City of Lincoln hereby accepts State Emergency Telephone Number Account (SETNA) funds for the purchase of 9-1-1 Customer Premise Equipment (CPE)

Section 2 The City Council of the City of Lincoln hereby approves the Scope of Work for a hosted 9-1-1 call management system as provided by AT&T California

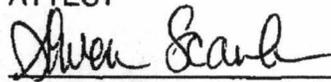
Section 3 The City Council of the City of Lincoln hereby agrees to utilize the State of California 9-1-1 Systems and Services Master Purchase Agreement #5-12-58-01 for the purchase of the hosted 9-1-1 call-management system

Section 4 The City Council of the City of Lincoln hereby agrees to use residual CPE funds to purchase additional CA 9-1-1 Branch approved equipment and services as authorized by the Incremental Service/Equipment Approval List

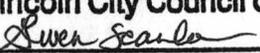
PASSED AND ADOPTED this 8th day of December, 2015, by the following vote

AYES	COUNCILMEMBERS	Gilbert, Joiner, Hydrick, Nader, Short
NOES	COUNCILMEMBERS	
ABSENT	COUNCILMEMBERS	

ATTEST


Gwen Scanlon, City Clerk


Spencer Short, Mayor

I hereby certify that this is
a true and correct copy of
Res. 2015-264 adopted by the
Lincoln City Council on 12/8/15

City Clerk

RESOLUTION NO. 2015-314

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
FOR THE APPROVAL OF AN
INTERGOVERNMENTAL AGENCY AGREEMENT
BETWEEN PLACER COUNTY LAW ENFORCEMENT AGENCIES
REGARDING A REGIONAL, NETWORKED 9-1-1 CALL MANAGEMENT SYSTEM

The City Council of the City of Rocklin does resolve as follows:

WHEREAS, the City of Rocklin and the Rocklin Police Department agree that a regionally-integrated and networked call-management 9-1-1 system is a critical element in enhancing public safety communications in the region; and

WHEREAS, Placer County law enforcement agencies to include the Auburn Police Department, the Lincoln Police Department, the Placer County Sheriff's Office, the Rocklin Police Department, and the Roseville Police Department desire to enter into an intergovernmental agency agreement related to the use and management of a networked, hosted call-management system

NOW, THEREFORE, BE IT RESOLVED by the City Council of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby approves the Intergovernmental Agency Agreement between participating law enforcement agencies within the County of Placer attached hereto as Exhibit "A."

PASSED AND ADOPTED this 8th day of December, 2015, by the following vote:

AYES:	Councilmembers:	Ruslin, Yuill, Butler, Magnuson, Janda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Gregory A. Janda, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

T:\clerk\reso\POLICE sbumpus

The foregoing instrument is a correct copy of the original document on file in this office.

Attest: 

12/15/15 City Clerk, City of Rocklin