

# COUNTY WIDE MULTI-AGENCY AGREEMENT FOR PROCUREMENT OF COMPUTER ASSISTED DISPATCH-RECORD MANAGEMENT SYSTEMS AND MOBILE DATA COMMUNICATIONS

This agreement is between the County of Sonoma, and the Cities of Petaluma, Rohnert Park, Santa Rosa, Cloverdale, Cotati, Healdsburg, Sebastopol and Sonoma, pursuant to the provisions of Government Code § 6500, et seq. Unless otherwise identified, the County of Sonoma and the Cities of Petaluma, Rohnert Park and Santa Rosa are referred to as the Primary Agencies. The Cities of Cloverdale, Cotati, Healdsburg, Sebastopol, and Sonoma are referred to as the Secondary Agencies.

## PURPOSE

The purpose of this agreement is to secure grant funding for the purchase of either a single integrated county wide Computer Assisted Dispatch-Record Management System and Mobile Data Communications System (CAD/RMS/MDCS) that serves all participating agencies or, alternatively, multiple CAD/RMS/MDCS serving multiple agencies but that are compatible and integrated. By this agreement, each agency delegates to the Lead Agency (City of Santa Rosa) the authority to enter into contracts with consultants necessary for grant writing, for preparation of an initial high level needs assessment as further set forth herein, for implementation of the project contemplated by the grant application and this agreement, and for technical advice with respect to the grant application and implementation of the project. Pursuant to the provisions of Government Code § 6509, the authority delegated to the Lead Agency shall be subject to the restrictions upon the

manner of exercising power applicable to the City of Santa Rosa, including, but not limited to, the purchasing ordinances and purchasing procedures of the City of Santa Rosa.

## AGREEMENT

The agencies agree as follows:

1. **LEAD AGENCY:** The City of Santa Rosa is the Lead Agency. As Lead Agency, the City of Santa Rosa shall:
  - A. Enter into a contract with GGW&C, Inc., for the preparation and writing of a grant and associated consulting services;
  - B. Enter into a contract with a professional consultant (referred to as a Systems Integrator (SI)) to perform the initial high level needs assessment and implementation of the project. The initial high level needs assessment shall be an assessment made, for each agency, to determine the following:
    - Software and hardware systems requirements;
    - The compatibility of equipment obtained from grant proceeds with existing communications equipment;
    - The extent to which integration can be achieved with an agency's current and/or proposed systems and systems of outside agencies;
    - To estimate the highest possible cost for equipment and services for each agency and the entire project.
  - C. Enter into contracts with Technical Advisors as needed to assist the Technical Advisory Committee;
  - D. Provide fiscal oversight and grant management, including strict accounting of all funds received or held pursuant to this agreement, and reporting monthly all disbursements and receipts to the Oversight Committee;
  - E. Implement the participating agency performance guarantee agreements as developed by the Oversight Committee;

All contracts entered into by the Lead Agency on behalf of the parties to this agreement shall be subject to the prior approval of the Oversight Committee. Such approval shall not be unreasonably withheld.

2. **STRUCTURE:** An organizational structure chart is attached to this agreement as Exhibit 1 and made a part hereof.

A. There shall be an Oversight Committee, comprised of the Sheriff of the County of Sonoma and the Chiefs of Police from the Cities of Santa Rosa, Petaluma, Rohnert Park and Sonoma. The Chief of Police of the City of Sonoma shall represent, on the Oversight Committee, all of the Secondary Agencies identified in this agreement.

The Oversight Committee shall develop all policies and provide direction to the Lead Agency. The Oversight Committee shall also prepare written agreements between the participating agencies setting forth each agency's financial responsibility and project participation expectations to guarantee the performance of each participating agency in the project. The Oversight Committee shall oversee the completion of the County-Wide Multi-Agency CAD/RMS/MDCS Project, including the compatibility and integration of all systems purchased with the grant funds.

All action taken by the Oversight Committee shall be by majority vote. The Oversight Committee shall not take any action without a quorum present. Three members of the Oversight Committee constitute a quorum. Each member of the Oversight Committee shall have one vote.

Upon completion of the initial high level needs assessment, the Oversight Committee shall prepare an estimated project budget. The estimated budget shall include the amount of

funding requested for each agency in the grant application, a projected percentage of costs that each agency is expected to pay, a projection of other costs, and the anticipated time of payment of each agency's project costs.

B. There shall be a Technical Advisory Committee (TAC), comprised of the Information Systems Manager and the Communications Manager from each of the Primary Agencies. The Secondary Agencies shall be represented on this committee by one additional Information Systems Manager and one additional Communications Manager selected by the Secondary Agencies.

The TAC shall formulate, to the extent possible, technical standards and operational requirements to guide the SI in the implementation of the project. The TAC shall also oversee the work performed by the SI and may be assisted, as necessary, by Technical Advisors retained by the Lead Agency.

All recommendations made by the TAC shall be by majority vote. The TAC shall not take any action without a quorum present. Three members of the TAC constitute a quorum. Each member of the TAC shall have one vote.

C. There shall be a Financial Advisory Committee (FAC), comprised of the Director of Finance or designee from each of the Primary Agencies. The Secondary Agencies shall be represented on this committee by one additional Director of Finance or designee selected by the Secondary Agencies.

All recommendations made by the FAC shall be by majority vote. The FAC shall not take any action without a quorum present. Three members of the FAC shall constitute a quorum. Each member of the FAC shall have one vote.

3. COSTS

- A. The initial grant writing fee arising from the contract entered into with GGW&C, Inc., shall be paid in advance by and shall be divided equally among the Primary Agencies. This initial fee shall not exceed \$75,000. This fee shall be refundable if no grant is awarded and shall be subject to the provisions of the contract entered into with GGW&C, Inc.
- B. Any other grant writing fee in excess of the initial fee referenced in 3A. above, shall be paid by each agency in proportion to the funding each agency receives from the grant. For example, if an agency receives 2% of the total grant monies issued, that agency shall pay 2% of any grant writing fee in excess of the initial fee.
- C. If the grant is not awarded, then the fee for the initial high level needs assessment performed by the SI, which shall not exceed \$50,000, shall be apportioned to each agency based on an hourly rate for services received by each agency, as set forth in the agreement with the SI. If the grant is awarded, then the fee for the initial high level needs assessment shall be paid from the grant proceeds.
- D. All fees paid to any Technical Advisor(s) before the award of the grant shall be paid by and divided equally among the Primary Agencies. The total fees paid before award of the grant for Technical Advisors shall not exceed \$50,000. The TAC may decide, as necessary, to recommend services of Technical Advisors after the award of the grant. All fees for Technical Advisors incurred after the award of the grant shall be paid by each agency in proportion to the funding each agency receives from the grant.
- E. Upon completion of the initial high level needs assessment and preparation of the estimated project budget, each participating agency shall review the estimated project budget and

decide, before the grant application is submitted, whether it will continue to participate in the grant project.

If a Primary Agency terminates its participation in the project before the grant application is submitted, it shall only pay its share of the initial grant writer's fee, its share of the initial high level needs assessment, and the Technical Advisor's costs, if any, as set forth above.

If a Secondary Agency terminates its participation in the project before the grant application is submitted, it shall only pay its cost for the initial high level needs assessment.

If an agency terminates its participation in the project after the grant is submitted, it shall pay its percentage of costs incurred prior to notice of termination and any costs identified in the participating agency performance guarantee agreement.

Each agency that continues its participation in the project shall appropriate, through its legislative body, funds necessary to pay its share of the project costs, shall identify the officer authorized to approve expenditures of these appropriated funds and shall enter into participating agency performance guarantee agreements no later than 29 days from the date of notification of the grant award.

F. Any costs incurred for administration of the grant, including but not limited to, labor, interest expense, and overhead, by the Lead Agency after award of the grant and acceptance of the grant terms by each participating agency, shall be paid by each agency in proportion to the funding each agency receives from the grant.

G. Each participating agency shall be responsible for contributing its local funding match as required by the grantor and shall pay its match to the Lead Agency. Each participating agency shall maintain complete and accurate records of all funds received and expended pursuant

to this agreement.

H. Nothing in this agreement requires any participating agency to expend funds in excess of amounts appropriated for the project. Nothing in this agreement requires the Lead Agency to enter into any agreement which requires a commitment of funds in excess of all sums appropriated by all participating agencies.

I. Billings submitted for payment by the Lead Agency to the participating agencies shall be paid within 30 days of receipt.

4. **LEGAL:** The Lead Agency shall provide legal advice to the Oversight Committee, including drafting and reviewing contracts and agreements contemplated by this agreement.
5. **THIRD PARTY CLAIMS:** It is not the intent of the agencies to this agreement to create any third party beneficiary. Any failure to perform under the terms of this agreement shall not create any claim or right by any individual or entity who is not a signatory to this agreement.
6. **TERM OF AGREEMENT:** The term of this agreement is three years from July 1, 1997. This term may be extended by the agencies by amendment in writing.
7. **MODIFICATION OF AGREEMENT:** Any modifications to this agreement shall be in writing and executed by the agencies identified in this agreement.

8. **TERMINATION OF AGREEMENT:** Any agency may terminate its participation in this agreement by giving sixty (60) days notice in writing to the Lead Agency as follows:

Michael A. Dunbaugh  
Chief of Police  
Santa Rosa Police Department  
Post Office Box 1678  
Santa Rosa, CA 95402-1678

If an agency terminates its participation in this agreement, it shall pay its portion of costs which the Lead Agency has become obligated to pay prior to receipt of the notice of termination. Upon termination of an agency's participation in this agreement, any grant funds that would have otherwise been allocated to the terminating agency, shall be distributed to the remaining agencies as directed by the Oversight Committee, or in the absence thereof, distributed in proportion to the funding each agency initially received from the grant.

9. **ENTIRE AGREEMENT:** This agreement is the entire agreement between the parties. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any other party, except those promises and agreements contained herein.



Date: 6-27-97

Date: 6/30/99

Date: 6-30-97

Date: 6/24/97

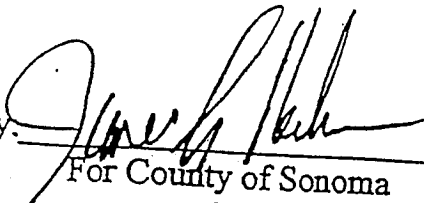
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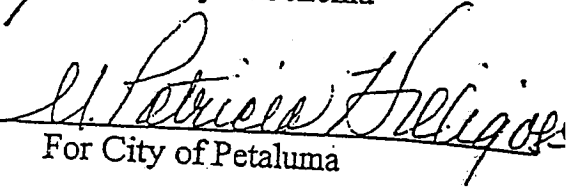
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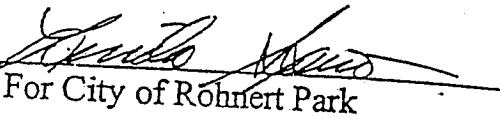
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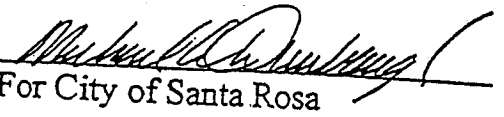
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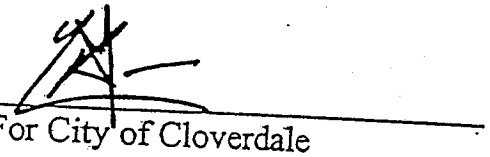
Date: \_\_\_\_\_


By:   
For County of Sonoma

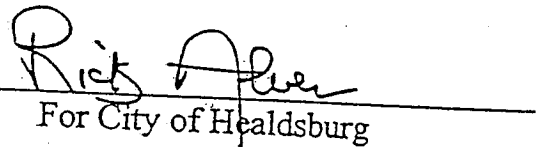
By:   
For City of Petaluma

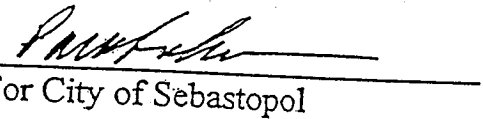
By:   
For City of Rohnert Park


By:   
For City of Santa Rosa

By:   
For City of Cloverdale

By:   
For City of Cotati

By:   
For City of Healdsburg

By:   
For City of Sebastopol

By:   
For City of Sonoma

February 15, 2000 #45

**COUNTY OF SONOMA  
AGENDA ITEM  
SUMMARY REPORT**

Clerk of the Board Use Only	
Meeting Date: // //	Held Until: // //
Agenda Item No: _____	Agenda Item No: _____

Department: Sheriff-Coroner

( ) 4/5 Vote Required

Contact:  
D. Jameson

Phone:  
3928

Board Date:  
2/15/2000

Deadline for Board Action:

**AGENDA SHORT TITLE:** Countywide Computer Aided Dispatch/Records Management/Mobile Data Computer Project

**REQUESTED BOARD ACTION:**

Authorize the Chairman to sign Second Cooperative Agreement for Countywide multi-agency procurement of computer aided disptach/records management/mobile data computing communications.

**CURRENT FISCAL YEAR FINANCIAL IMPACT**

EXPENDITURES

ADD'L FUNDS REQUIRING BOARD APPROVAL

Estimated Cost \$

Contingencies \$  
(Fund Name: )

Amount Budgeted \$

Unanticipated Revenue \$  
(Source: )

Other Avail Approp \$  
(Explain below)

- Other Transfer(s) \$  
(Source: )

Additional Requested: \$

0 Add'l Funds Requested: \$

Explanation (if required):

**Prior Board Action(s):**

Board Authorized Sheriff to participate in countywide effort to obtain Federal grant funding - June 24, 1997  
Board received status update on the submission of Federal grant funding - May 5, 1998  
Board accepted the County's portion of the Federal grant - January 4, 2000

**Alternatives - Results of Non-Approval:**

County would have paid for expenses of the project to date, but would not realize the benefits of a countywide shared data system. County's share of grant would be returned to the Federal government or be used by other consortium members.

**Background:** (Continued)

A Financial Advisory Committee (FAC) consisting of the Director of Finance, or designee, from each agency is responsible for providing support to the Management Committee, Oversight Committee and the Lead Agency.

Each agency will have a Department Project team to provide advice to the PMT during various stages of the project.

The Second Agreement also calls for cooperation in the activities and costs associated with the creation of a countywide Geographical Information System.

the agreement provides a formula for the allocation of implementation costs (to be based on the proportion of grant budget) and a separate formula to allocate on-going costs for operation, maintenance and replacement based on jurisdiction population, numbers of personnel, and end-user licenses to the system.

The term of the Second Agreement is four years, or the expected grant period. Details of operations and maintenance may be added to the agreement as an addendum, once the system has been selected and the plan can be determined.

The agreement does allow for withdrawal from the project, as long as all incurred costs are paid. Withdrawal may eliminate any future benefit from the project.

The Second Agreement was reviewed and approved by the City Managers and County Administrator at their regular meeting on January 7, 2000.

The Sheriff is requesting that the Board authorize the chairman to sign the Second Cooperative Agreement.

2-9-00  
Audrey, Here is another  
copy per your request.

- Suzanne  
X3046



CITY OF  
SANTA ROSA

OFFICE OF THE CITY ATTORNEY  
100 Santa Rosa Avenue  
Post Office Box 1678  
Santa Rosa, CA 95402-1678  
707-543-3040  
Fax: 707-543-3055

RENÉ AUGUSTE CHOUTEAU  
BRUCE LEAVITT  
MATTHEW J. LeBLANC  
THERESA L. CUNNINGHAM  
PATRICK C. WILSON  
BRIEN J. FARRELL  
SUZANNE C. RAWLINGS  
MICHAEL J. CASEY

January 14, 2000

Re: Second Cooperative Agreement For County Wide Multi-agency Procurement of  
Computer Assisted Dispatch-record Management Systems and Mobile Data  
Communications

Tom Schopflin, County Administrator  
Chris Thomas, Administrative Analyst  
County of Sonoma  
575 Administrative Drive, Suite 104A  
Santa Rosa, California 95403

Frederick Stouder, City Manager  
City of Petaluma  
11 English Street  
Petaluma, California 94952

Joseph D. Netter, City Manager  
City of Rohnert Park  
6750 Commerce Blvd.  
Rohnert Park, CA 94928-2486

Kenneth R. Blackman, City Manager  
City of Santa Rosa  
100 Santa Rosa Avenue, Room 10  
P.O. Box 1678  
Santa Rosa, California 95402-1678

Robert Perrault, City Manager  
City of Cloverdale  
124 N. Cloverdale Blvd.  
Cloverdale, California 95425

Charles Brown, City Manager  
City of Cotati  
201 W. Sierra Avenue  
Cotati, California 94931-4217

Chet Wysteppek, City Manager  
City of Healdsburg  
401 Grove Street  
Healdsburg, California 95448

Dave Brennan, City Manager  
City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, California 95472

Pamela Gibson, City Manager  
City of Sonoma:  
1 The Plaza  
Sonoma, California 95476

Paul Berlant, Town Manager  
Town of Windsor:  
P.O. Box 100  
Windsor, California 95492

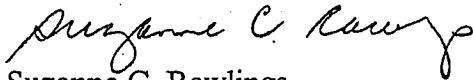
City Managers  
January 14, 2000  
Page 2

Dear City Managers and CAO:

Joe Netter has requested we distribute copies of the above-referenced Agreement to each of you to take to your respective Councils and the Board of Supervisors for consideration. We have enclosed three (3) copies. Following approval, please return one copy with an original signature to our office.

Thank you for your continued attention to this matter.

Very truly yours,



Suzanne C. Rawlings  
Assistant City Attorney

SCR:tsg

Attachments

c: Michael Dunbaugh, Chief of Police, Santa Rosa Police Department  
Commander Jim Reutlinger, Santa Rosa Police Department

**SECOND COOPERATIVE AGREEMENT FOR COUNTY WIDE MULTI-  
AGENCY PROCUREMENT OF COMPUTER ASSISTED DISPATCH-RECORD  
MANAGEMENT SYSTEMS AND MOBILE DATA COMMUNICATIONS**

This Second Cooperative Agreement is made by, between and among the County of Sonoma, and the Cities of Petaluma, Rohnert Park, Santa Rosa, Cloverdale, Cotati, Healdsburg, Sebastopol, Sonoma and Windsor (hereafter "County and Cities" or "Agencies" or Sonoma County Law Enforcement Consortium ("SCLEC") pursuant to the provisions of Government Code § 6500, *et seq.* The County of Sonoma and the Cities of Petaluma, Rohnert Park and Santa Rosa are referred to as the Primary Agencies. The Cities of Cloverdale, Cotati, Healdsburg, Sebastopol, Sonoma and Windsor are referred to as the Secondary Agencies.

**RECITALS**

A. Effective July 1, 1997, County and Cities (with the exception of the Town of Windsor) entered into a joint exercise of powers agreement entitled "County Wide Multi-Agency Agreement for Procurement of Computer Assisted Dispatch-Record Management Systems and Mobile Data Communications," to secure grant funding for the purchase of either a single integrated county wide Computer Assisted Dispatch-Record Management System and Mobile Data Communications System ("CAD/RMS/MDC") to serve all participating agencies or, alternatively, multiple CAD/RMS/MDC serving multiple agencies but that are compatible and integrated ("Agreement"). Pursuant to that Agreement, each agency delegated to the Lead Agency (City of Santa Rosa) the authority to enter into contracts with consultants necessary for grant writing, for preparation of an initial high level

needs assessment, for implementation of the Project contemplated by the grant application and by that Agreement, and for technical advice with respect to the grant application and implementation of the Project.

B. Under the terms of the Agreement, the Lead Agency applied for and received a Federal grant from the United States Department of Justice, Office of Community Oriented Policing Services ("COPS") to partially fund the acquisition of CAD/RMS/MDC for the County and Cities ("COPS Grant"). County and Cities are referred to in the grant application documents as the Sonoma County Law Enforcement Consortium ("SCLEC"). On or about May 5, 1999, the City of Santa Rosa as Lead Agency received notice from the COPS Office that the COPS Grant application was approved, subject to notice of final budget approval by the COPS Office. On or about August 5, 1999, the Lead Agency, on behalf of SCLEC, distributed a Request for Proposals ("RFP") for the design, delivery, installation, conversion, training and maintenance of the CAD/RMS/MDC Project ("Project"). On or about September 14, 1999, the Lead Agency accepted the COPS Grant on behalf of the SCLEC.

C. Under the terms of the Agreement, each Agency that wished to continue its participation in the CAD/RMS/MDC Project following notice of grant funding is required to, "... appropriate, through its legislative body, funds necessary to pay its share of the Project costs, . . . identify the officer authorized to approve expenditures of these appropriated funds and shall enter into participating agency performance guarantee agreements no later than 29 days from the date of notification of the grant award."

D. Instead of entering into participating agency performance guarantee

agreements, Agencies now wish to enter into this Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Record Management Systems and Mobile Data Communications ("Second Agreement") to set forth the terms and conditions under which Agencies will continue to participate in the CAD/RMS/MDC Project.

E. Agencies recognize that issues may arise during the design and implementation of the CAD/RMS/MDC Project, including but not limited to issues such as where equipment may be housed and which entity or Agency may operate and maintain it, which may be the subject of later Amendments to this Second Agreement or future agreements between and among the Agencies.

#### AGREEMENT

Agencies agree as follows:

1. **PURPOSE.** The purpose of this Second Agreement is to set forth the terms and conditions under which the Agencies will continue to cooperate to administer the COPS Grant funds and matching funds and acquire, operate and maintain CAD/RMS/MDC systems for all Agencies.

2. **LEAD AGENCY.** The City of Santa Rosa shall continue as the Lead Agency. Pursuant to the provisions of Government Code § 6509, the authority delegated to the Lead Agency shall be subject to the restrictions upon the manner of exercising power applicable to the City of Santa Rosa, including but not limited to the purchasing ordinances and purchasing procedures of the City of Santa Rosa. As Lead Agency, the City of Santa



Rosa, on behalf of the SCLEC, shall:

- A. Administer the COPS Grant in accordance with grant requirements;
- B. Administer the RFP process in accordance with the RFP and as directed by the Oversight Committee and/or Management Committee as set forth herein;
- C. Administer the contract dated November 17, 1998, with Wise Consulting Services for project management services, as amended by Amendment Nos. 1, 2, 3 and 4 and any subsequent amendment thereto which may be approved by the Management Committee as set forth herein;
- D. Award and administer a contract for the design, delivery, installation, conversion, training and/or operation and maintenance of the CAD/RMS/MDC Project as approved by the Management Committee as set forth herein; and
- E. Provide fiscal oversight and grant management, including strict accounting of all funds received or held pursuant to this Agreement, and reporting quarterly all disbursements and receipts to the Management Committee, Oversight Committee and Finance Advisory Committee.

3. **CONTRACT APPROVAL.** Agencies agree to continue their participation in the COPS Grant and the acquisition, operation and maintenance of the CAD/RMS/MDC systems in accordance with the terms and conditions of this Second Agreement. All contracts, amendments thereto, or amendments to existing contracts entered into by the Lead Agency on behalf of the SCLEC, after the commencement of this Second Agreement, shall be subject to the prior approval of the Management Committee as set forth below. Such approval shall not be unreasonably withheld.

4. **STRUCTURE.** An organizational structure chart is attached to this Agreement as Exhibit 1 and made a part hereof.

- A. **Management Committee.** There shall be a Management Committee,

comprised of the County Administrative Officer ("CAO") and the City Managers of each City or their respective designees. Except for acceptance of the COPS Grant by the Lead Agency on behalf of SCLEC, the Management Committee shall review and approve all contracts and amendments thereto prior to entry by the Lead Agency on behalf of the SCLEC. The Management Committee may also revise or amend the structure of the various committees established or continued pursuant to this Paragraph 4 of the Second Agreement by written amendment hereto signed by not less than six (6) members of the Management Committee.

Except as expressly authorized herein, all actions taken by the Management Committee shall be by majority vote. The Management Committee shall not take any action without a quorum present. Six or more members of the Management Committee (or their designees) shall constitute a quorum. Each member (or member's designee) of the Management Committee shall have one vote. Except for written amendments to this Second Agreement which revise or amend the structure of the various committees established or continued pursuant to this Paragraph 4 which require the written consent of not less than six (6) members of the Management Committee, a majority vote of a quorum of the Management Committee is sufficient for action.

In addition to reviewing and approving contracts, the Management Committee shall, six (6) months prior to the end of the initial term of this Second Agreement, meet to determine whether to recommend to the County and Cities the formation of a joint powers agency for the purposes of continued operation and maintenance of the CAD/RMS/MDC

systems.

B. Oversight Committee. There shall continue to be an Oversight Committee, which shall be comprised of the Sheriff of the County of Sonoma and the Chiefs of Police from each of the Cities.

The Oversight Committee shall be advisory to the Management Committee and shall develop all policies and provide direction to the Lead Agency and the Project Management Team. The Oversight Committee may also review written agreements and amendments thereto prior to review by the Management Committee. The Oversight Committee shall oversee the completion of the County-Wide Multi-Agency CAD/RMS/MDC Project, including the compatibility and integration of all systems purchased with the COPS Grant funds.

All action taken by the Oversight Committee shall be by consensus. In the event a consensus cannot be reached on any matter, the matter shall be referred to the Management Committee which shall provide direction to the Oversight Committee.

C. Financial Advisory Committee. There shall continue to be a Financial Advisory Committee ("FAC"), comprised of the Director of Finance or designee from each Agency which shall advise the Management Committee, the Oversight Committee and the Lead Agency with regard to all financial matters related to the County-Wide Multi-Agency CAD/RMS/MDC Project. All action taken by the FAC shall be by majority vote. The FAC shall not take any action without a quorum present. Six (6) or more members of the FAC (or their designees) shall constitute a quorum. Each member (or member's designee) of the FAC

shall have one vote. A majority vote of a quorum is sufficient for action.

D. Project Management Team. There shall continue to be a Project Management Team consisting of one representative from each of the Primary Agencies as designated by the Oversight Committee member from the individual Primary Agency and representative(s) from consultant(s) employed by the Lead Agency for this Project as recommended by Lead Agency. The Project Management Team shall be responsible for the day to day supervision of the RFP process; the contract for the design, delivery, installation, conversion, training and/or maintenance, operation and implementation of the CAD/RMS/MDC Project; and shall report to the Oversight Committee and the Lead Agency. The Project Management Team shall take all actions by consensus. In the event a consensus cannot be reached on any matter, that matter shall be referred to the Oversight Committee which shall in turn provide direction to the Lead Agency.

The Project Management Team shall also be the liaison with and receive input from each Agency's Project Team.

E. Technical Advisory Committee. There shall continue to be Technical Advisory Committee ("TAC") comprised of the Information Systems Manager and the Communications Manager from each of the Primary Agencies. The Secondary Agencies shall be represented on this Committee by one additional Information Services Manager and one additional Communications Manager selected by the Secondary Agencies.

The TAC shall formulate, to the extent possible, technical standards and operational requirements to guide the Project Management Team in the implementation of the Project.

The TAC may also review work as it is performed by vendor(s) and may be assisted, as necessary, by technical consultant(s) retained by the Lead Agency.

All recommendations made by the TAC shall be by consensus. In the event a consensus cannot be reached on any matter, that matter shall be referred to the Project Management Team which shall in turn provide direction to the Lead Agency.

F. Project Teams. Each Agency shall have a Project Team consisting of members designated by the Oversight Committee member from the individual Agency. Each Project Team shall advise the Project Management Team with regard to the procurement and implementation of the CAD/RMS/MDC Project. The Project Teams shall take actions by consensus. In the event a consensus cannot be reached on any matter, that matter shall be referred to the Oversight Committee member from the individual Agency.

5. COSTS.

A. COPS Grant Related Costs and Administration Costs. All COPS Grant related costs and costs incurred by Lead Agency in connection with COPS Grant administration and any other responsibilities of Lead Agency under this Second Agreement, including but not limited to costs related to labor, interest expense, and overhead after award of the COPS Grant and acceptance of the COPS Grant, shall be paid by COPS Grant or local match funds as authorized under the terms and conditions of the COPS Grant. Pursuant to Government Code §§ 6504, 6505, 6505.5, and 6506, the Lead Agency may offset administrative costs incurred in connection with this Second Agreement from its local match funds. The Lead Agency may bill each Agency for Lead Agency's administrative costs as

part of the monthly billing described in Paragraph 5.B. below.

B. Local Match Funds.

(i) Percentage Share. Each Agency shall be responsible to pay its local match funds pursuant to the requirements of the COPS Grant and in accordance with the following percentage shares:

Cloverdale: ✓	1.687%
Cotati ✓	1.933%
Healdsburg ✓	2.515%
Petaluma ✓	11.648%
Rohnert Park ✓	13.214%
Santa Rosa ✓	34.836%
Sebastopol ✓	2.785%
City of Sonoma ✓	4.311%
County of Sonoma (including Windsor) ✓ ✓	<u>27.071%</u>
TOTAL	100.000%

Should any Agency fail to execute this Second Agreement or terminate its participation in this Second Agreement, the above listed percentage shares may be revised, modified or amended in writing by the Management Committee where authorized under the terms and conditions of the COPS Grant.

(ii) Monthly Billing. Lead Agency shall bill each Agency monthly in advance for its local match share of any Project costs which Project costs Lead Agency

anticipates will be incurred during the month.

(iii) Additional Billing. In addition, Lead Agency may separately bill any or all of the Agencies for its or their local match share of any Project costs when necessary to avoid costs to Lead Agency (including loss of interest). In the event of such separate billing, Lead Agency will endeavor to provide as much advance notice as possible.

(iv) Payments Due to Lead Agency. Each Agency shall pay Lead Agency within fourteen (14) calendar days of the date deemed given pursuant to Paragraph 16 below. Lead Agency may impose an additional charge equal to interest lost by Lead Agency to be calculated by Lead Agency at its current interest rate. Each Agency may request a credit equal to interest earned by Lead Agency for funds received by Lead Agency in advance of disbursement.

C. Ongoing Operations, Maintenance and Replacement Costs (After COPS Grant).

Each Agency shall pay for ongoing operations, maintenance and replacement costs related to the CAD/RMS/MDC Project which are not eligible for COPS Grant or local match funding in accordance with each Agency's proportionate share of the following four (4) factors, with each factor being weighed at twenty-five percent (25%):

- Population
- Number of end-user software licenses
- Number of sworn officers
- Number of full time civilian Sheriff or Police Department Employees who access either the CAD, RMS or MDC systems

On or before February 1 of each fiscal year, the Finance Advisory Committee shall review these factors and advise the Management Committee of recommended changes, if any.

These factors may be revised, modified or amended by the Management Committee during the Initial and Continuing Terms of this Second Agreement. On or about March 1 of each fiscal year, the Lead Agency shall apply these factors to determine each Agency's proportionate share of costs for the following fiscal year and notify each Agency of that determination.

6. **THIRD PARTY CLAIMS.** It is not the intent of the Agencies to this Second Agreement to create any third party beneficiary. Any failure to perform under the terms of this Second Agreement shall not create any claim or right by any individual or entity who is not a signatory to this Agreement.

7. **TERM OF AGREEMENT.**

A. **Initial Term.** The initial term of this Second Agreement shall commence upon the date it is executed by the last Agency to execute the Second Agreement and shall continue for a period of four (4) years.

B. **Continuing Term.** Upon conclusion of the initial term and unless otherwise amended or superseded, this Second Agreement shall continue in effect under the terms and conditions set forth herein except for the following revisions to this Second Agreement:

(i) Paragraph 4.A. Management Committee is revised to read as follows:

“There shall be a Management Committee, comprised of the County Administrative Officer (CAO) and the City Managers of the Primary Agency or their respective designees and one City Manager appointed jointly by the Secondary Agencies or his or her respective designee. The Management Committee shall continue to review and approve all contracts and amendments thereto prior to entry by the Lead Agency on behalf of the SCLEC.



All action taken by the Management Committee shall be by majority vote. The Management Committee shall not take any action without a quorum present. Three or more members of the Management Committee (or their designees) shall constitute a quorum. Each member (or member's designee) of the Management Committee shall have one vote. A majority vote of a quorum is sufficient for action."

8. **TERMINATION.** Any Agency may terminate its participation in this Second Agreement by giving written notice to all other Agencies not less than ninety (90) days before the beginning of the next fiscal year and effective only on the beginning of the next fiscal year. If an Agency terminates its participation in this Second Agreement, it shall pay its portion of costs for which it has been billed pursuant to Paragraph 5 above to the date of termination. Upon termination of an Agency's participation in this Second Agreement:

(1) Any COPS Grant funds that would have otherwise been allocated to the terminating Agency, shall be distributed to the remaining Agencies as permitted under the terms and conditions of the COPS Grant and as determined by the Management Committee; and (2) The Management Committee shall determine the terms and conditions pursuant to which the Agency shall retain any assets acquired pursuant to this Second Amended Agreement, including determining whether any compensation is owed for contributions or cost, including but not limited to maintenance and operations costs.

9. **MODIFICATION OF AGREEMENT.** Any modifications to this Second Agreement shall be in writing and, except as expressly authorized herein, shall be executed by the Agencies identified in this Second Agreement.

10. **PREVIOUS AGREEMENTS SUPERSEDED.** The (1) City of Santa Rosa/County of Sonoma Mobile Data System Joint Use Agreement between the County of

Sonoma and the City of Santa Rosa dated June 6, 1995; and (2) the "County Wide Multi-Agency Agreement for Procurement of Computer Assisted Dispatch-Record Management Systems and Mobile Data Communications" dated July 1, 1997, between and among the County of Sonoma, and the Cities of Petaluma, Rohnert Park, Santa Rosa, Cloverdale, Cotati, Healdsburg, Sebastopol, and Sonoma are hereby terminated as of the effective date of this Second Agreement and superseded by this Second Agreement.

11. **PERFORMANCE GUARANTEES.** By executing this Second Agreement, each Agency agrees to complete any and all necessary actions to accomplish the purpose of this Second Agreement successfully and in accordance with the terms of the COPS Grant and all other agreements authorized pursuant to the terms and conditions of this Second Agreement. Each Agency shall be responsible to the Lead Agency for any and all costs incurred by the Lead Agency arising out of that Agency's failure to complete said actions.

12. **GRANT AUDIT.** Each Agency agrees to cooperate with and assist the Lead Agency in any way necessary to respond to an audit of the COPS Grant. This obligation shall continue even after an Agency has terminated its participation in this Second Agreement.

13. **GEOGRAPHICAL INFORMATION SYSTEM REGIONAL COOPERATION.**

Agencies recognize that the existence of an up-to-date and accurate Geographical Information System ("GIS") for all Agencies is necessary for the effective operation of a centralized CAD/RMS/MDC systems for law enforcement and fire protection services. Each Agency agrees to participate and cooperate in all activities and associated costs necessary for

the existence of the GIS as determined by the Management Committee.

14. **ABILITY TO CONTRACT FOR CAD/RMS/MDC SERVICES WITH OTHER GOVERNMENT AGENCIES.**

The Lead Agency (or successor entity responsible for the future operation and maintenance of the CAD/RMS/MDC Project) may contract with other government agencies which provide law enforcement or fire protection services to permit access to the CAD/RMS/MDC systems. Any such contract shall include provision for "buy in" costs, capital costs and other costs of buying into the systems and shall be subject to the prior approval of the Management Committee as set forth above. Such approval shall not be unreasonably withheld.

The "other government agencies" referred to in this Paragraph 14 shall not include those government agencies which are not parties to this Agreement, but which receive access to the California Law Enforcement Telecommunications System ("CLETS") from the County of Sonoma pursuant to a written agreement as of the effective date of this Second Agreement. Agencies agree that the County of Sonoma may continue to contract with said government agencies for CLETS access.

15. **TITLE TO ASSETS AND RISK OF LOSS.** Title to equipment and risk of loss shall pass to each Agency upon delivery of equipment to Agency by Lead Agency or by the contractor under the contract for the design, delivery, installation, conversion, training and/or maintenance of the CAD/RMS/MDC systems, except that, regardless of location, title to equipment designated as "central system equipment" by the Oversight Committee, including but not limited to servers, routers, hubs and switches, shall remain with the Lead

Agency until otherwise determined by the Management Committee. Risk of loss of "central system equipment" shall pass to each Agency upon delivery of "central system equipment" to the Agency by Lead Agency or by the contractor under the contract for the design, delivery, installation, conversion, training and/or maintenance of the CAD/RMS/MDC systems.

16. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments shall be delivered or mailed addressed as follows:

For County of Sonoma:

Tom Schopflin, County Administrator  
Chris Thomas, Administrative Analyst  
575 Administrative Drive, Suite 104A  
Santa Rosa, California 95403

For City of Petaluma:

Frederick Stouder, City Manager  
11 English Street  
Petaluma, California 94952

For City of Rohnert Park:

Joseph D. Netter, City Manager  
6750 Commerce Blvd.  
Rohnert Park, CA 94928-2486

For City of Santa Rosa:

Kenneth R. Blackman, City Manager  
100 Santa Rosa Avenue, Room 10  
P.O. Box 1678  
Santa Rosa, California 95402-1678

For City of Cloverdale:

Robert Perrault, City Manager  
124 N. Cloverdale Blvd.  
Cloverdale, California 95425

For City of Cotati:

Charles Brown, City Manager  
201 W. Sierra Avenue  
Cotati, California 94931-4217

For City of Healdsburg:

Chet Wystepek, City Manager  
401 Grove Street  
Healdsburg, California 95448

For City of Sebastopol:

Dave Brennan, City Manager  
7120 Bodega Avenue  
Sebastopol, California 95472

For City of Sonoma:

Pamela Gibson, City Manager  
1 The Plaza  
Sonoma, California 95476

For Town of Windsor:

Paul Berlant, Town Manager  
P.O. Box 100  
Windsor, California 95492

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the

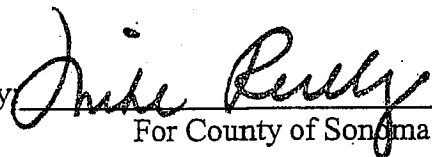
person to whom notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

17. **SEVERABILITY.** To the fullest extent allowed by law, the provisions of this Second Agreement shall be construed and given effect in a manner that avoids violation of statute, ordinance, regulation or law. The Agencies agree that in the event any provision of this Second Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

18. **ENTIRE AGREEMENT.** This writing is intended both as the final expression of agreement between and among the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Civil Code § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all parties.

**IN WITNESS WHEREOF**, the Agencies have caused this Second Agreement to be executed by their respective governing officials duly authorized by their respective legislative bodies.

Date: 2/17/2000

By:   
For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sonoma

Date: \_\_\_\_\_

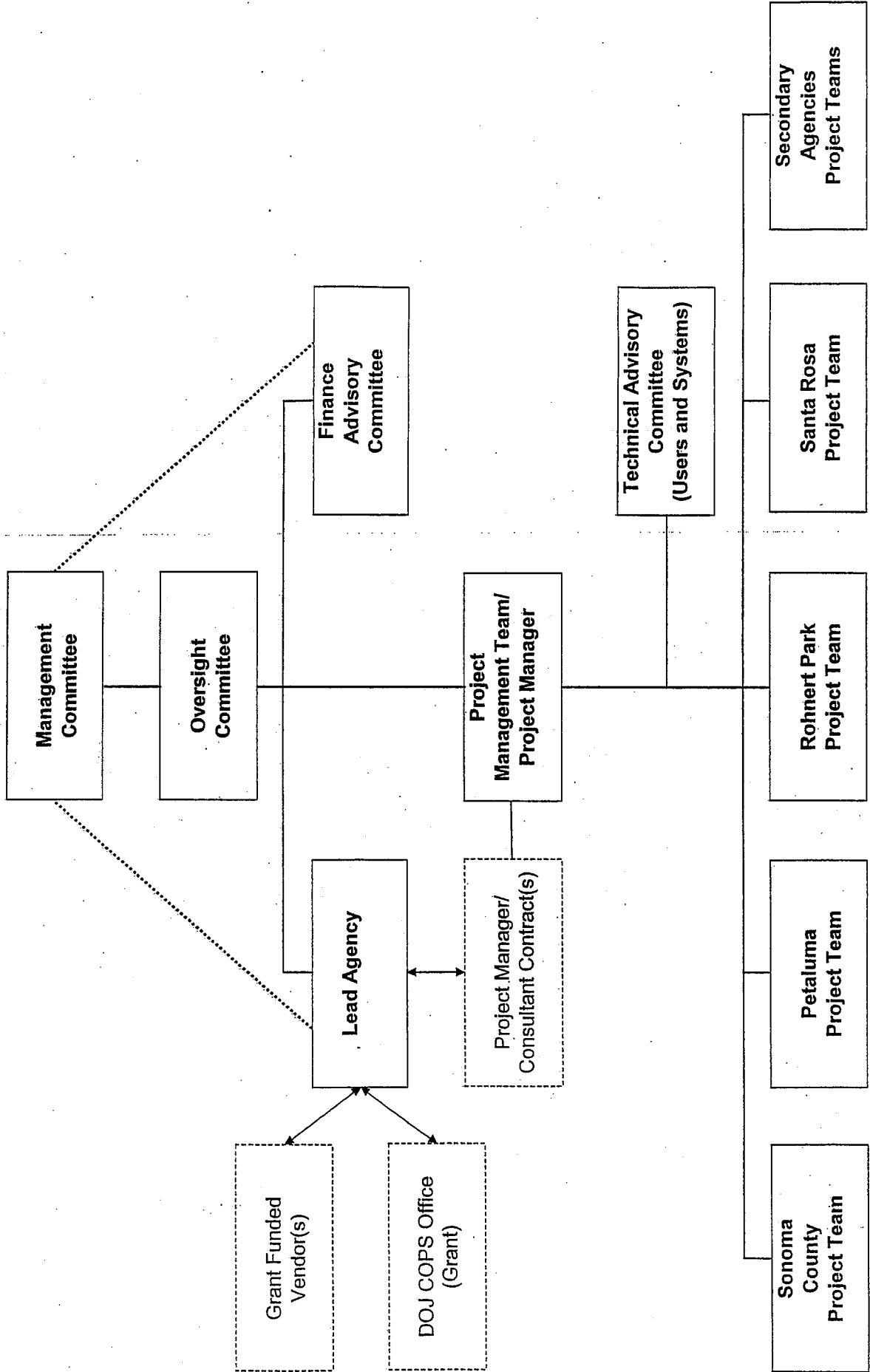
By: \_\_\_\_\_

For Town of Windsor

Attachment:

EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART

**Exhibit 1**  
**Organizational Structure**  
**County Wide CAD/RMS Project**





Date: 2-9-2000

By: Janet Condron  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

Attachment:

EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: 1-19-99

By: Robert Peronetti  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

Attachment:

EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: 11/20/2000

By: *[Signature]*  
For City of Cotati  
*DAVE SHADDOX, City Manager*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

Attachment:

EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

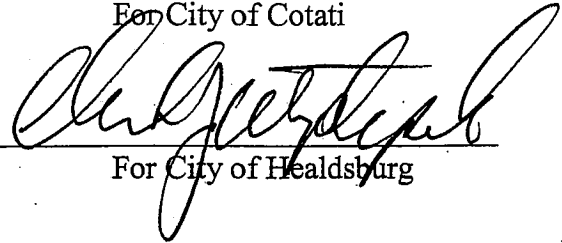
Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: 1/24/00

By:   
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

Attachment:

**EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART**

person to whom notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

17. **SEVERABILITY.** To the fullest extent allowed by law, the provisions of this Second Agreement shall be construed and given effect in a manner that avoids violation of statute, ordinance, regulation or law. The Agencies agree that in the event any provision of this Second Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

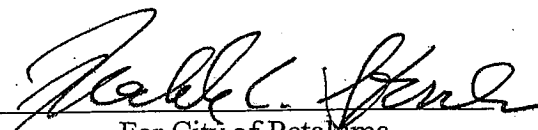
18. **ENTIRE AGREEMENT.** This writing is intended both as the final expression of agreement between and among the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Civil Code § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all parties.

**IN WITNESS WHEREOF,** the Agencies have caused this Second Agreement to be executed by their respective governing officials duly authorized by their respective legislative bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For County of Sonoma

Date: \_\_\_\_\_

By:   
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

person to whom notices, bills, and payments are to be given by giving written notice pursuant to this paragraph.

17. **SEVERABILITY.** To the fullest extent allowed by law, the provisions of this Second Agreement shall be construed and given effect in a manner that avoids violation of statute, ordinance, regulation or law. The Agencies agree that in the event any provision of this Second Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

18. **ENTIRE AGREEMENT.** This writing is intended both as the final expression of agreement between and among the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Civil Code § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by all parties.

**IN WITNESS WHEREOF,** the Agencies have caused this Second Agreement to be executed by their respective governing officials duly authorized by their respective legislative bodies.

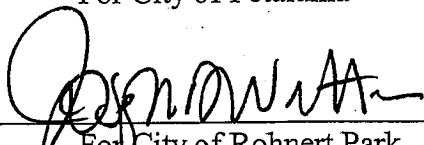
Date: \_\_\_\_\_

By: \_\_\_\_\_  
For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Petaluma

Date: 1-25-2000

By:   
For City of Rohnert Park

Per Resol. No. 2000-15 Adopted January 11, 2000 by the Rohnert Park City Council

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: 4/20/00

By: *David D. Bruna*  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

Attachment:

EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

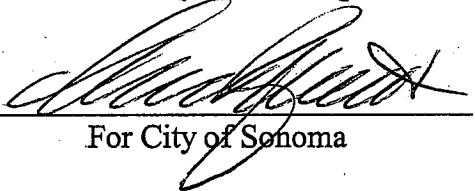
Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: 1/6/00

By:   
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

Attachment:

EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART



Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: 1/26/00

By: *Paul*  
For Town of Windsor

Attachment:

EXHIBIT 1 — ORGANIZATIONAL STRUCTURE CHART

**AMENDMENT NO. 1 TO SECOND COOPERATIVE AGREEMENT FOR  
COUNTY WIDE MULTI-AGENCY PROCUREMENT OF COMPUTER  
ASSISTED DISPATCH-RECORD MANAGEMENT SYSTEMS AND MOBILE  
DATA COMMUNICATIONS**

This Amendment No. 1 to the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications is made as of the date it is fully executed by all the parties, by, between and among the County of Sonoma, and the Cities of Petaluma, Rohnert Park, Santa Rosa, Cloverdale, Cotati, Healdsburg, Sebastopol, Sonoma and Windsor (hereafter "County and Cities" or "Agencies" or Sonoma County Law Enforcement Consortium ["SCLEC"]).

**RECITALS**

A. County and Cities entered into the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Record Management Systems and Mobile Data Communications ("Agreement") which set forth the terms and conditions under which the Agencies continued to cooperate to administer the COPS Grant funds and matching funds and acquire, operate and maintain Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications ("CAD/RMS/MDC") for all Agencies.

B. County and Cities desire to amend Agreement as set forth herein.

**AMENDMENT**

1. Recital E. is amended to read as follows:

"E. Agencies recognize that issues may arise during the design and implementation of the CAD/RMS/MDC Project, including but not limited to issues such as where equipment may be housed and which entity or Agency may operate and maintain it, which may be the subject of later Agreements which shall be approved pursuant to Sections 3 and 4.A."

2. The second paragraph of Section 4.A. is amended to read as follows:

"Except as expressly authorized herein, all actions taken by the Management Committee shall be by a majority vote of those members present which constitutes a quorum. Six or more members of the Management Committee

(or their designees) shall constitute a quorum. Each member (or member's designee) of the Management Committee shall have one vote. Except for written amendments to this Second Agreement which revise or amend the structure of the various committees established or continued pursuant to this Section 4 which requires the written consent of not less than six (6) members of the Management Committee, a majority vote of those members present which constitutes a quorum of the Management Committee is sufficient for action."

3. The third paragraph of Section 4.B. is amended to read as follows:

"All action taken by the Oversight Committee shall be by consensus. In the event a consensus cannot be reached on any matter, the matter shall be referred to the Management Committee which shall provide direction to the Oversight Committee utilizing the voting procedures outlines in Section 4.A."

4. Section 4.C. is amended to read as follows:

"Financial Advisory Committee. There shall continue to be a Financial Advisory Committee ("FAC"), comprised of the Director of Finance or designee from each Agency which shall advise the Management Committee, the Oversight Committee and the Lead Agency with regard to all financial matters related to the County-Wide Multi-Agency CAD/RMS/MDC Project. All action taken by the FAC shall be by majority vote of those members present which constitutes a quorum. Six or more members of the FAC (or their designees) shall constitute a quorum. Each member (or member's designee) of the FAC shall have one vote. A majority vote of a quorum is sufficient for action."

5. The second paragraph of Section 4.E. is amended to read as follows:

"The TAC shall formulate, to the extent possible, technical standards and operational requirements to guide the Project Management Team in the implementation of the Project. The TAC may also review work as it is performed by vendor(s) and may be assisted, as necessary, by technical consultant(s) retained by the Lead Agency with approval of the Management Committee following the procedures outlined in Section 4.A. of this Agreement."

6. Section 5.C. is amended to read as follows:

“C. Ongoing Operations, Maintenance and Replacement Costs (After COPS Grant). Each Agency shall pay for ongoing operations, maintenance and replacement costs related to the CAD/RMS/MDC Project which are not eligible for COPS Grant or local match funding in accordance with each Agency’s proportionate share of the following four (4) factors, with each factor being weighed at twenty-five percent (25%):

- Population
- Number of end-user software licenses
- Number of sworn officers
- Number of full time civilian Sheriff or Police Department Employees who access either the CAD, RMS or MDC systems

Ongoing operations, maintenance and replacement costs are those costs related to Central System Equipment. This is defined as shared central server(s), CAD software, RMS software, Mobile Data software, Field Reporting software, message switch computers, network connections up to and including the hub(s) at each agency location, non-vehicle mounted radio equipment for the transmission of mobile data and any other components that are not located on agency desktops or in agency vehicles and are necessary for function of the shared system. Examples of such costs would include payments to vendors or other contractors for the operations and maintenance of the Central System Equipment, Help Desk and the GIS supporting the CAD software.

To illustrate the cost of allocation model, the following example is included:

Agency A has 1.37% of the population of Sonoma County. They have 3.42% of the software licenses in the project. They have 1.84% of the sworn officers and 1.29% of the civilian employees in the County. Therefore, their portion of the costs of operations, maintenance and replacement fund would be 1.98% of the total. Agency B has 34.43% of the County’s population, 29.5% of the software licenses, 36.35% of the sworn officers and 52.32% of the civilian employees in the County. Their portion of the costs of operations, maintenance and replacement fund would be 38.15%.<sup>1</sup>

Replacement costs for mobile computers and modems in agency vehicles shall be contributed by agency annually in the amount necessary to replace its own mobile computers and modems every three years. Specific exceptions may occur with majority vote of those members present of the Management Committee that constitute a quorum of the Management Committee, so long

as the agreed exception does not degrade the systems capability to the detriment of other end users.”

“<sup>1</sup>Except software license numbers, these numbers are actual figures, taken from a chart prepared by the Finance Committee. The total percent was calculated by averaging the four component numbers.”

7. Section 9 is amended to read as follows:

“9. MODIFICATION OF AGREEMENT: Any modifications to this Second Agreement shall be in writing and, except as expressly authorized herein, shall be executed by the Agencies identified in this Second Agreement in accordance with the procedures outlined in section 4.A. of this Agreement.”

8. Section 14 is amended to add the following three paragraphs:

“Prospective new agencies wishing to contract for services as described in this section will be charged a one time buy in fee to be determined by the Management Committee and all buy in fees thus collected will be placed in a special fund and used as directed by the Management Committee.

Such agencies will be expected to pay 100% of any incremental costs associated with their entry into the system as well as their pro rata share of all ongoing operations, maintenance, and equipment replacement costs based on the applicable cost allocation criteria set forth in Section 5.C. of this Agreement. In the event that a cost allocation criterion, such as population, cannot be applied appropriately to such agency, the agency’s share shall be determined by averaging the proportion of the remaining criteria. In addition, to provide for any unanticipated system implementation or other first year costs, such agencies contracting for services during the system implementation will be expected to establish a contingency fund in the amount of 20% of their initial buy in fee; incremental entry costs; and projected first year operations, maintenance, and replacement budget.

Such agencies may provide representation to participate on any and all committees established under this Agreement except the Management Committee.”

9. All other terms of the Agreement not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Agencies have caused this Amendment No. 1 to be executed by their respective governing officials duly authorized by their respective legislative

bodies.

Date: \_\_\_\_\_

By: Mike Kerns  
For County of Sonoma  
Vice Chair, Board of Supervisors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

**AMENDMENT NO. 1 TO SECOND COOPERATIVE AGREEMENT FOR  
COUNTY WIDE MULTI-AGENCY PROCUREMENT OF COMPUTER  
ASSISTED DISPATCH-RECORD MANAGEMENT SYSTEMS AND MOBILE  
DATA COMMUNICATIONS**

This Amendment No. 1 to the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications is made as of the date it is fully executed by all the parties, by, between and among the County of Sonoma, and the Cities of Petaluma, Rohnert Park, Santa Rosa, Cloverdale, Cotati, Healdsburg, Sebastopol, Sonoma and Windsor (hereafter "County and Cities" or "Agencies" or Sonoma County Law Enforcement Consortium ["SCLEC"]).

**RECITALS**

A. County and Cities entered into the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Record Management Systems and Mobile Data Communications ("Agreement") which set forth the terms and conditions under which the Agencies continued to cooperate to administer the COPS Grant funds and matching funds and acquire, operate and maintain Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications ("CAD/RMS/MDC") for all Agencies.

B. County and Cities desire to amend Agreement as set forth herein.

**AMENDMENT**

1. Recital E. is amended to read as follows:

"E. Agencies recognize that issues may arise during the design and implementation of the CAD/RMS/MDC Project, including but not limited to issues such as where equipment may be housed and which entity or Agency may operate and maintain it, which may be the subject of later Agreements which shall be approved pursuant to Sections 3 and 4.A."

2. The second paragraph of Section 4.A. is amended to read as follows:

"Except as expressly authorized herein, all actions taken by the Management Committee shall be by a majority vote of those members present which constitutes a quorum. Six or more members of the Management Committee

(or their designees) shall constitute a quorum. Each member (or member's designee) of the Management Committee shall have one vote. Except for written amendments to this Second Agreement which revise or amend the structure of the various committees established or continued pursuant to this Section 4 which requires the written consent of not less than six (6) members of the Management Committee, a majority vote of those members present which constitutes a quorum of the Management Committee is sufficient for action."

3. The third paragraph of Section 4.B. is amended to read as follows:

"All action taken by the Oversight Committee shall be by consensus. In the event a consensus cannot be reached on any matter, the matter shall be referred to the Management Committee which shall provide direction to the Oversight Committee utilizing the voting procedures outlines in Section 4.A."

4. Section 4.C. is amended to read as follows:

"Financial Advisory Committee. There shall continue to be a Financial Advisory Committee ("FAC"), comprised of the Director of Finance or designee from each Agency which shall advise the Management Committee, the Oversight Committee and the Lead Agency with regard to all financial matters related to the County-Wide Multi-Agency CAD/RMS/MDC Project. All action taken by the FAC shall be by majority vote of those members present which constitutes a quorum. Six or more members of the FAC (or their designees) shall constitute a quorum. Each member (or member's designee) of the FAC shall have one vote. A majority vote of a quorum is sufficient for action."

5. The second paragraph of Section 4.E. is amended to read as follows:

"The TAC shall formulate, to the extent possible, technical standards and operational requirements to guide the Project Management Team in the implementation of the Project. The TAC may also review work as it is performed by vendor(s) and may be assisted, as necessary, by technical consultant(s) retained by the Lead Agency with approval of the Management Committee following the procedures outlined in Section 4.A. of this Agreement."

6. Section 5.C. is amended to read as follows:



“C. Ongoing Operations, Maintenance and Replacement Costs (After COPS Grant). Each Agency shall pay for ongoing operations, maintenance and replacement costs related to the CAD/RMS/MDC Project which are not eligible for COPS Grant or local match funding in accordance with each Agency’s proportionate share of the following four (4) factors, with each factor being weighed at twenty-five percent (25%):

- Population
- Number of end-user software licenses
- Number of sworn officers
- Number of full time civilian Sheriff or Police Department Employees who access either the CAD, RMS or MDC systems

Ongoing operations, maintenance and replacement costs are those costs related to Central System Equipment. This is defined as shared central server(s), CAD software, RMS software, Mobile Data software, Field Reporting software, message switch computers, network connections up to and including the hub(s) at each agency location, non-vehicle mounted radio equipment for the transmission of mobile data and any other components that are not located on agency desktops or in agency vehicles and are necessary for function of the shared system. Examples of such costs would include payments to vendors or other contractors for the operations and maintenance of the Central System Equipment, Help Desk and the GIS supporting the CAD software.

To illustrate the cost of allocation model, the following example is included:

Agency A has 1.37% of the population of Sonoma County. They have 3.42% of the software licenses in the project. They have 1.84% of the sworn officers and 1.29% of the civilian employees in the County. Therefore, their portion of the costs of operations, maintenance and replacement fund would be 1.98% of the total. Agency B has 34.43% of the County’s population, 29.5% of the software licenses, 36.35% of the sworn officers and 52.32% of the civilian employees in the County. Their portion of the costs of operations, maintenance and replacement fund would be 38.15%.<sup>1</sup>

Replacement costs for mobile computers and modems in agency vehicles shall be contributed by agency annually in the amount necessary to replace its own mobile computers and modems every three years. Specific exceptions may occur with majority vote of those members present of the Management Committee that constitute a quorum of the Management Committee, so long

as the agreed exception does not degrade the systems capability to the detriment of other end users.”

“<sup>1</sup>Except software license numbers, these numbers are actual figures, taken from a chart prepared by the Finance Committee. The total percent was calculated by averaging the four component numbers.”

7. Section 9 is amended to read as follows:

“9. MODIFICATION OF AGREEMENT: Any modifications to this Second Agreement shall be in writing and, except as expressly authorized herein, shall be executed by the Agencies identified in this Second Agreement in accordance with the procedures outlined in section 4.A. of this Agreement.”

8. Section 14 is amended to add the following three paragraphs:

“Prospective new agencies wishing to contract for services as described in this section will be charged a one time buy in fee to be determined by the Management Committee and all buy in fees thus collected will be placed in a special fund and used as directed by the Management Committee.

Such agencies will be expected to pay 100% of any incremental costs associated with their entry into the system as well as their pro rata share of all ongoing operations, maintenance, and equipment replacement costs based on the applicable cost allocation criteria set forth in Section 5.C. of this Agreement. In the event that a cost allocation criterion, such as population, cannot be applied appropriately to such agency, the agency’s share shall be determined by averaging the proportion of the remaining criteria. In addition, to provide for any unanticipated system implementation or other first year costs, such agencies contracting for services during the system implementation will be expected to establish a contingency fund in the amount of 20% of their initial buy in fee; incremental entry costs; and projected first year operations, maintenance, and replacement budget.

Such agencies may provide representation to participate on any and all committees established under this Agreement except the Management Committee.”

9. All other terms of the Agreement not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Agencies have caused this Amendment No. 1 to be executed by their respective governing officials duly authorized by their respective legislative

bodies.

Date: \_\_\_\_\_

By: Mike Kerma  
For County of Sonoma  
Vice Chair, Board of Supervisors

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

#38 May 15, 2001

# COUNTY OF SONOMA AGENDA ITEM SUMMARY REPORT

Clerk of the Board Use Only	
Meeting Date: / /	Held Until: / /
Agenda Item No:	Agenda Item No:

Department: Sheriff/CAO/Information Systems

( ) 4/5 Vote Required

Contact:  
Chris Thomas

Phone:  
2431

Board Date:  
5/15/01

Deadline for Board Action:  
6/27/00

**AGENDA SHORT TITLE:** COPSMORE Computer Aided Dispatch, Records Management, and Mobile Data Communications System Project

**REQUESTED BOARD ACTION:** Approve amendments to the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications.

Resolution amending the departmental allocation list for the Information Systems Department by adding 6.0 positions

Resolution authorizing budgetary adjustments to the FY 2000-2001 Final Budget for the Information Systems Department and Capital Projects Fund - Mobile Data Terminals in the amount of \$20,000.

### CURRENT FISCAL YEAR FINANCIAL IMPACT

#### EXPENDITURES

#### ADD'L FUNDS REQUIRING BOARD APPROVAL

Estimated Cost \$20,000

Contingencies  
(Fund Name:)

Amount Budgeted

Unanticipated Revenue  
(Source:)

Other Avail Approp  
(Explain below)

Other Transfer(s) \$20,000  
(Source: ) Capital Projects

Additional Requested: \$20,000

Add'l Funds Requested: \$20,000

**Explanation (if required):** Moving \$20,000 from Capital Projects where total of \$593,779 was budgeted as part of county share of project to Information Systems for ISD start-up costs.

**Prior Board Action(s):** Approved Second Cooperative Agreement, 2000 - approved original cooperative agreement and authorized grant project, 1997.

**Alternatives - Results of Non-Approval:** Do not amend Second Cooperative Agreement. Direct staff to make changes and return to city councils with new amendment. Do not approve resolutions. Direct staff to make changes. Info Systems staff may not be ready to assist in the project implementation. Project may be delayed.

Background: (Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications and master agreement with Intergraph Public Safety Co. are on file with clerk)

Since March 1997, each of the nine cities in the county and the county have been working together to procure a shared set of systems to improve interagency law enforcement communications and coordination.

Current Project Status

On May 1, 2001 the City of Santa Rosa, acting as the lead agency for the project, signed a \$7.2 million agreement with Intergraph Public Safety (IPS). This agreement, negotiated by a team of outside consultants, staff from the Sheriff's department, the County Administrator's office, Information Systems, and representatives from the cities of Santa Rosa, Petaluma and Rohnert Park, was the culmination of five years of work to define and assemble the needs of all the law enforcement agencies into one comprehensive package and to select and negotiate with the vendor to provide the "turn key" solution.

The agreement provides for purchase, set-up, installation, training and on-going vendor maintenance for several centralized systems. For dispatch, each of the law enforcement dispatch centers will be accessing a central computer system to assist in providing location and incident information. This system will draw information from the County Geographic Information System (GIS) and work in connection with a centralized records management system for all agencies. Many of the law enforcement agencies in the county have used their own individual systems in the past and this will reduce some duplication of effort to maintain those separate systems, as well as improve the interagency coordination.

The agreement also provides for more than 300 computers to be installed in the agencies' motor vehicles. These computers (to be procured separately), will be in communication with the centralized systems via the county's mountain top radio system and several localized wireless installations. This will provide for an additional means of communication and coordination at the field level, as well as allow the officers to focus more on community oriented policing, another important purpose of this project.

**Attachments:** Amendment to Second Cooperative Agreement, draft position listing and budget for service agreement scope of work and resolutions

**On File With Clerk:** Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications, master agreement with Intergraph Public Safety

**CLERK OF THE BOARD USE ONLY**

Board Action (If other than "Requested")

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vote:

MOTION    AYE    NO

CALE		✓	
KERNS		✓	
KELLEY		✓	
REILLY		<i>absent</i>	
SMITH		✓	

With the signing of the agreement by Santa Rosa, the project now moves into the implementation phase. Intergraph Public Safety will begin work starting in June 2001. On June 7<sup>th</sup> there will be a "kick-off" event at the California Visitors Center in Rohnert Park. The beginning of the implementation work also necessitates the requested Board actions.

#### Second Cooperative Agreement Amendment

In the course of the project, the Board has authorized staff to pursue and participate in a \$6.2 million federal grant to partially fund the project and two cooperative agreements with the nine cities to establish the City of Santa Rosa as lead agency and to provide for joint decision-making and cost sharing with the cities. The first cooperative agreement was designed to get to the grant award. The second cooperative agreement built on the first and was designed to carry the project through more detailed needs assessments, vendor selection and into implementation. As better information has become available about the details of the project and looking forward to ongoing support and maintenance, amendments have been proposed to clarify the second cooperative agreement. These amendments have been collected into one document (attached) which has been reviewed and approved by all the city managers and is in the process of being approved and executed in counterpart separately by each of the cities.

The amendments provide for the City of Santa Rosa to enter into agreements other than that with the primary vendor in order to house, operate, and maintain the system; clarify quorums of the various committees charged with roles in decision-making on the project; clarify the types of costs to be allocated for on-going operations, maintenance, and replacement of the central systems and equipment; establish that each agency provide for the replacement costs of its own mobile computers; clarify that the agreement may only be modified in writing and executed by the participating agencies; provide for other agencies to contract for services of this system subject to buy-in fees, payment of incremental costs associated with their entry, payment of on-going operations and maintenance costs in their pro-rata share and the establishment of their portion of the project contingency funding; and provide for such agencies to participate on the advisory committees as outlined in the agreement. Incidentally, the Santa Rosa Junior College has expressed interest in contracting for the services to be provided with these systems and is in the process of developing an agreement with the City of Santa Rosa pursuant to the terms established in the amendment.

#### Next Steps

Since the County already has computer connections to most of the participating law enforcement agencies in order to provide CLETS access, the County has been recommended to house, operate, and maintain the central system. An agreement for those services between the County and the City of Santa Rosa as Lead Agency has been drafted and is currently in legal review.

The scope of work for the agreement anticipates a total of 7.33 FTE in staffing resources for the Information Systems Department to maintain the GIS and central IPS software, provide central helpdesk support, and support the central computer and wireless networks. (A copy of the positions and the budget anticipated for the scope of work is attached.)

To provide continuity and adequate training and understanding of the systems, several of these positions need to begin work right away during the implementation phase. Information Systems already has one of those positions currently supporting the existing CAD system for the Sheriff's Department. Recruitment for existing vacancies in two job classes, Project Manager (to serve as the Operations Manager) and Geographic Information Technician have provided the opportunity to fill three of the needed positions as soon as the appropriate security background checks can be completed.

The attached resolution amending the Information Systems Department position allocation list would make changes effective in June 2001 to enable the department to offer jobs to selected candidates subject to background check.

The background checks on the Geographic Information Technicians do not need to be as extensive as others with more contact with the secure data in the system and the technicians are needed in the earliest portions of the implementation phase to assemble the GIS base information that the CAD system will use. Therefore, with Board approval, Information Systems anticipates filling those positions as early as June 1, 2001. In order to finance those positions and provide for start-up training and tools for the remainder of the fiscal year, \$20,000 is requested from the Capital Project (Mobile Data Terminals) which contains a portion of the County share of the costs of the project. A draft resolution has been included for your consideration to make the budgetary adjustments for this fiscal year and the necessary appropriations and funding for the anticipated services are being included in the Information Systems Department budget request for FY 01-02.

In addition, each law enforcement agency is preparing for the necessary staff training and local administration in order to fully implement the new systems.

Requested Board Actions:

Approve:

Amendments to the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications

Resolution amending the departmental allocation list for the Information Systems Department by adding 6.0 positions

Resolution authorizing budgetary adjustments to the FY 2000-2001 Final Budget for the Information Systems Department and Capital Projects Fund - Mobile Data Terminals in the amount of \$20,000.

RECEIVED

124 N Cloverdale Blvd. P.O. Box 217 Cloverdale CA 9542	MAY 10 2001	Letter of Transmittal	
	CITY OF SANTA ROSA CITY ATTORNEY	Date: 5-08-01	Main Street Reconstruction Project
TO: _____ City of Santa Rosa, 100 Santa Rosa Ave P.O. Box 1678 Santa Rosa, CA 95402-1678		Attention: Suzanne C. Rawlings, Asst City Attorney	

WE ARE SENDING YOU  Attached Under separate cover via \_\_\_\_\_ the following items:

Agreement(s)                      Resolution(s)                      Copies                      Originals

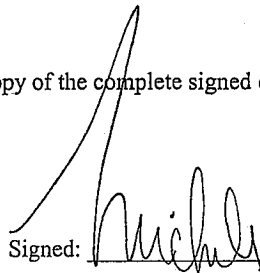
Copies	Date	No;	Description
1	04-25-2001		Amendment no 1 to second cooperative agreement
1	04-25-2001		Resolution 38-2001 (Certified copy)

These are transmitted as checked below:

For approval                      Approved as submitted                      Resubmit \_\_\_\_ copies for approval  
 For your records                      Approved as noted                      Submit \_\_\_\_ copies for distribution  
 As Requested                      Returned for corrections                      Return \_\_\_\_ corrected copies  
 For Review and Comment                      For Recording

Remarks Please return one (1) fully executed copy of the complete signed document to the City of Cloverdale for our records.

COPY TO: DIANA EDWARDS,

Signed: 





CITY OF  
SANTA ROSA

OFFICE OF THE CITY ATTORNEY  
100 Santa Rosa Avenue  
Post Office Box 1678  
Santa Rosa, CA 95402-1678  
707-543-3040  
Fax: 707-543-3055

RENÉ AUGUSTE CHOUTEAU  
BRUCE LEAVITT  
MATTHEW J. LeBLANC  
THERESA L. CUNNINGHAM  
PATRICK C. WILSON  
BRIEN J. FARRELL  
SUZANNE C. RAWLINGS  
MICHAEL J. CASEY

April 9, 2001

Re: Amendment No. 1 to Second Cooperative Agreement For County Wide Multi-Agency  
Procurement of Computer Assisted Dispatch-Record Management Systems and Mobile  
Data Communications

Mike Chrystal, County Administrator  
County of Sonoma  
575 Administrative Drive, Suite 104A  
Santa Rosa, California 95403

Dale Shaddox, City Manager  
✓City of Cotati  
201 W. Sierra Avenue  
Cotati, California 94931-4217

Frederick Stouder, City Manager  
✓City of Petaluma  
11 English Street  
Petaluma, California 94952

Chet Wystepek, City Manager  
✓City of Healdsburg  
401 Grove Street  
Healdsburg, California 95448

Joseph D. Netter, City Manager  
✓City of Rohnert Park  
6750 Commerce Blvd.  
Rohnert Park, CA 94928-2486

Dave Brennan, City Manager  
✓City of Sebastopol  
7120 Bodega Avenue  
Sebastopol, California 95472

Jeffrey C. Kolin, City Manager  
✓City of Santa Rosa  
100 Santa Rosa Avenue, Room 10  
P.O. Box 1678  
Santa Rosa, California 95402-1678

Pamela Gibson, City Manager  
✓City of Sonoma  
1 The Plaza  
Sonoma, California 95476

William Zaner, City Manager  
✓City of Cloverdale  
124 N. Cloverdale Blvd.  
Cloverdale, California 95425

Paul Berlant, Town Manager  
Town of Windsor  
P.O. Box 100  
Windsor, California 95492

Dear City Managers and CAO:

Chief Dunbaugh and Chris Thomas have requested we distribute copies of the above-referenced

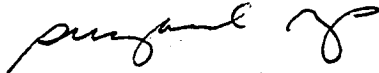
City Managers  
April 9, 2001  
Page 2

Amendment to each of you to take to your respective Councils and the Board of Supervisors for consideration. Please return one copy *with an original signature* to our office.

*For Petaluma only*, please note that we have also enclosed three (3) copies of the Second Cooperative Agreement. Please return one copy *with an original signature* to our office.

Thank you for your continued attention to this matter.

Very truly yours,



Suzanne C. Rawlings  
Assistant City Attorney

SCR:tsg

Attachments

c: Michael Dunbaugh, Chief of Police, Santa Rosa Police Department  
Commander Jim Reutlinger, Santa Rosa Police Department  
Chris Thomas, Administrative Analyst, County of Sonoma

**AMENDMENT NO. 1 TO SECOND COOPERATIVE AGREEMENT FOR  
COUNTY WIDE MULTI-AGENCY PROCUREMENT OF COMPUTER  
ASSISTED DISPATCH-RECORD MANAGEMENT SYSTEMS AND MOBILE  
DATA COMMUNICATIONS**

This Amendment No. 1 to the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications is made as of the date it is fully executed by all the parties, by, between and among the County of Sonoma, and the Cities of Petaluma, Rohnert Park, Santa Rosa, Cloverdale, Cotati, Healdsburg, Sebastopol, Sonoma and Windsor (hereafter "County and Cities" or "Agencies" or Sonoma County Law Enforcement Consortium ["SCLEC"]).

**RECITALS**

A. County and Cities entered into the Second Cooperative Agreement for County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Record Management Systems and Mobile Data Communications ("Agreement") which set forth the terms and conditions under which the Agencies continued to cooperate to administer the COPS Grant funds and matching funds and acquire, operate and maintain Computer Assisted Dispatch-Records Management Systems and Mobile Data Communications ("CAD/RMS/MDC") for all Agencies.

B. County and Cities desire to amend Agreement as set forth herein.

**AMENDMENT**

1. Recital E. is amended to read as follows:

"E. Agencies recognize that issues may arise during the design and implementation of the CAD/RMS/MDC Project, including but not limited to issues such as where equipment may be housed and which entity or Agency may operate and maintain it, which may be the subject of later Agreements which shall be approved pursuant to Sections 3 and 4.A."

2. The second paragraph of Section 4.A. is amended to read as follows:

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(or their designees) shall constitute a quorum. Each member (or member's designee) of the Management Committee shall have one vote. Except for written amendments to this Second Agreement which revise or amend the structure of the various committees established or continued pursuant to this Section 4 which requires the written consent of not less than six (6) members of the Management Committee, a majority vote of those members present which constitutes a quorum of the Management Committee is sufficient for action."

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Such agencies may provide representation to participate on any and all committees established under this Agreement except the Management Committee.”

9. All other terms of the Agreement not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Agencies have caused this Amendment No. 1 to be executed by their respective governing officials duly authorized by their respective legislative

bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_

For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Santa Rosa

Date: 5/8/01

By: 

For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For Town of Windsor

CITY OF CLOVERDALE  
CITY COUNCIL  
RESOLUTION NO .38-2001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLOVERDALE  
AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT NUMBER (1) TO THE  
SECOND COOPERATIVE AGREEMENT FOR COUNTY WIDE MULTI-AGENCY  
PROCUREMENT OF COMPUTER ASSISTED DISPATCH-RECORD MANAGEMENT  
SYSTEMS AND MOBILE DATA COMMUNICATIONS (CAD/RMS/MDC)

WHEREAS, County and cities entered into the Second Cooperative Agreement for  
County Wide Multi-Agency Procurement of Computer Assisted Dispatch-Record Management  
System and Mobile Data Communications "Agreement" which set forth the terms and conditions  
under which the Agencies continued to cooperate to administer the COPS Grant funds and  
matching funds and acquire, operate and maintain Computer Assisted Dispatch-Records  
Management Systems and Mobile Data Communications "CAD/RMS/MDS" for all agencies;  
and

WHEREAS, County and cities desire to amend Agreement.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Cloverdale  
hereby approves the Amendment No (1) to the Second Cooperative Agreement as described in  
Exhibit "A" as attached hereto and authorizes the City Manager to sign.

It is hereby certified that the foregoing resolution 38-2001 was duly introduced and duly adopted  
by the City Council in the City of Cloverdale at it's regular meeting held on the 25<sup>th</sup> day of April,  
2001, by the following roll call vote: (4-0)

AYES in favor of: Councilmembers Brigham, Newton, Wolter and Vice Mayor Nixon.

NOES: None

ABSENT: Mayor Jehn

ABSTAIN: None

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mike Nixon, Vice Mayor

\_\_\_\_\_  
Michele P Winterbottom, City Clerk

**CERTIFICATION**

I hereby certify that the foregoing is a full, true, and  
correct copy of a resolution, ~~(ordinance)~~ duly and  
regularly adopted and passed by the City Council of  
the city of Cloverdale, California on the date indicated  
on said copy.

DATED: May 8, 2001

Michele P Winterbottom  
City Clerk, City of Cloverdale



bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

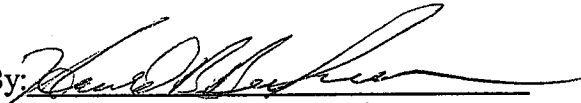
Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: April 25, 2001

By:   
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_

For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cotati

Date: May 21, 2001

By: 

For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

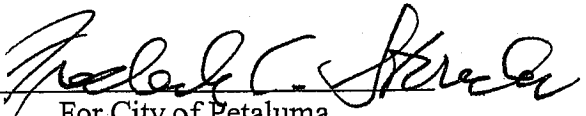
For Town of Windsor

bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For County of Sonoma

Date: \_\_\_\_\_

By:   
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_

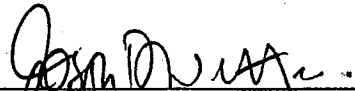
For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Petaluma

Date: 4-27-01

By: 

Joseph D. Netter, City Manager For City of Rohnert Park  
Per Resolution No. 2001-95 adopted 4/24/01 by the Rohnert Park City Council.

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For Town of Windsor

bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

Date: 8-10-01

By:   
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor

bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_

For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Healdsburg

Date: 5-3-01

By: David Brenna

For City of Sebastopol

Date: \_\_\_\_\_

By: \_\_\_\_\_

For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_

For Town of Windsor

bodies.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For County of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Petaluma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Rohnert Park

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Santa Rosa

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cloverdale

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Cotati

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Healdsburg

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For City of Sebastopol

Date: June 12, 2001

By:   
For City of Sonoma

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For Town of Windsor