

Regular Meeting Agenda

Visalia City Council



Mayor: Bob Link
Vice Mayor: Amy Shuklian
Council Member: Warren Gubler
Council Member: Steve Nelsen
Council Member: Don Sharp

Monday, October 17, 2011

City Hall Council Chambers, 707 W. Acequia, Visalia CA 93291

Work Session 4:00 p.m.

Regular Session 7:00 p.m.

4:00 p.m. **PUBLIC COMMENTS** - *This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Visalia City Council. Each speaker will be allowed three minutes (timing lights mounted on the lectern will notify you with a flashing red light when your time has expired). Please begin your comments by stating and spelling your name and providing your street name and city.*

WORK SESSION AND ACTION ITEMS (as described)

1. Downtown Parking Structure presentation regarding potential locations for new structures and recommended improvements to the existing structures on Acequia by WRNS Studio. Request for an appropriation of \$10,000 from the Downtown Parking Fund for the design (including a construction estimate) for the recommended improvements to existing parking structures.
2. Overview of RCC Consultants Countywide Consolidated Dispatch Implementation Study and Project status.

ITEMS OF INTEREST

6:00 p.m. **ADJOURN TO CLOSED SESSION**
Closed Session will commence immediately following Work Session. See separate Closed Session agenda for details.

7:00 p.m. **CALL TO ORDER REGULAR SESSION**

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Eric Putman, Grace Community Church

SPECIAL PRESENTATIONS/RECOGNITION

3. Recognition of Robert Mijares for his service on the Parks and Recreation Commission
4. Recognition of TCAG Local Motion award recipients:
 - Outstanding Citizen: Dave Harrald
 - Outstanding Elected Official: Phil Cox
 - Sustainability: Main Street Promenade (Craig Mangano and Steve Peck)
 - Bike or Pedestrian Project: Packwood Creek Trail (Adam Ennis, City of Visalia)
 - Outstanding Road Project: Mooney Boulevard (Victor Shaw and Shelly Maggard - Cal Trans)

PUBLIC COMMENTS - *This is the time for citizens to comment on subject matters that are not on the agenda that are within the jurisdiction of the Visalia City Council.*

This is also the time for citizens to comment on items listed on the Consent Calendar or to request an item from the Consent Calendar be pulled for discussion purposes. Comments related to Regular or Public Hearing Items that are listed on this agenda will be heard at the time that item is discussed or at the time the Public Hearing is opened for comment.

In fairness to all who wish to speak tonight, each speaker from the public will be allowed three minutes (timing lights mounted on the lectern will notify you with a flashing red light when your time has expired). Please begin your comments by stating and spelling your name and providing your street name and city.

CONSENT CALENDAR - *Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.*

5. Authorization to read ordinances by title only.
6. Award annual contract for Oil & Grease services (Fleet maintenance) to Silva Oil Company from Fresno for \$83,157.03.
7. Authorize the application for Environmental Enhancement and Mitigation (EEM) Grant to landscape median islands on Riggins, Plaza and Akers, and to landscape the Park Place Ponding Basin near Pinkham and LaVida. Allocate \$15,927 from Measure R Local Funds and \$15,553 from Storm Sewer Construction Funds to pay for the match if the grant is awarded. **Resolution 2011-64 required.**
8. Approve changes to the appointment list of the General Plan Update Review Committee (GPURC).
9. Authorize the Transit Division to award the purchase and installation of bus shelters with solar lighting contract to CM Construction Services Inc., Visalia, for an amount not to exceed \$119,254.
10. Authorize the Transit Division to award the bus shelter refurbishing and maintenance of bus stops contract to CM Construction Services Inc., Visalia for an amount not to exceed \$176,900.
11. Accept donation of land at 211 - 215 North Giddings Street and appropriate \$25,000 for the asbestos removal and demolition of the sub-standard buildings located on the parcels.

12. Approval of an amendment to the Memorandum of Understanding by and between the City of Visalia and the Visalia Firefighters (City of Visalia Employee Bargaining Unit Group G) for the period July 1, 2010 through June 30, 2012.
13. *Item removed at request of staff*
14. Authorize funding appropriations to modify existing project budgets and accelerate grant funded Transportation Capital Projects in the 2011/2012 budget year.
15. Authorize filing of Notice of Completion for the LED Indication Installation of Existing Traffic Signals at various locations throughout Visalia.
16. *Item removed at request of staff*

REGULAR ITEMS AND PUBLIC HEARINGS - *Comments related to Regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item, unless otherwise extended by the Mayor.*

17. Receive update on the Plaza Drive Interchange Modification and Widening Project, receive information about upcoming construction agreements and authorize amending the design agreement with TRC.
18. Nominate an applicant for appointment for the vacancy representing a “small” city to the San Joaquin Valley Air Pollution Control District Governing Board. **Resolution 2011-65 required**

CLOSED SESSION REPORT (if any)

ADJOURNMENT

Upcoming Council Meetings

- Monday, November 7, 2011, 7:00 p.m. Regular Session – City Hall Council Chambers 707 W. Acequia
- Monday, November 21, 2011, 4:00 p.m. Work Session, 7:00 p.m. Regular Session – City Hall Council Chambers 707 W. Acequia
- Monday, December 5, 2011, 4:00 p.m. Work Session, 7:00 p.m. Regular Session – City Hall Council Chambers 707 W. Acequia

Note: Meeting dates/times are subject to change, check posted agenda for correct details.

In compliance with the American Disabilities Act, if you need special assistance to participate in meetings call (559) 713-4512 48-hours in advance of the meeting. For Hearing-Impaired - Call (559) 713-4900 (TDD) 48-hours in advance of the scheduled meeting time to request signing services.

Any written materials relating to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the Office of the City Clerk, 425 E. Oak Street, Visalia, CA 93291, during normal business hours.

The City's newsletter, *Inside City Hall*, is published after all regular City Council meetings. To self-subscribe, go to http://www.ci.visalia.ca.us/about/inside_city_hall_newsletter.asp. For more information, contact Community Relations Manager Nancy Loliva at nloliva@ci.visalia.ca.us.

**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 1

Agenda Item Wording: Downtown Parking Structure presentation regarding potential locations for new structures, and recommended improvements to the existing structures on Acequia by WRNS Studio and a request for an appropriation of \$10,000, from the Downtown Parking Fund, for the design (including a construction estimate) for the recommended improvements to existing parking structures.

Deadline for Action: none

Submitting Department: Community Development Department

Contact Name and Phone Number:

Chris Tavarez, Management Analyst, 713-4540
Chris Young, Community Development Director, 713-4392
Mike Olmos, Assistant City Manager, 713-4332

Department Recommendation:

- Council accept the presentation by WRNS Studio identifying potential locations of future downtown parking structures, potential improvements to the existing parking structures on Acequia Avenue and accept public comment.
- Council gives any direction it deems appropriate regarding future strategies to improve or expand downtown parking opportunities.
- Council appropriate \$10,000 from the Downtown Parking Fund to hire a consultant to design (including a construction estimate and "bid ready" specifications) the recommended improvements to the existing parking structures on Acequia Avenue.

Summary: On April 18, 2011 Council authorized staff to hire WRNS Studio (WRNS), an architecture firm with a specialized background in parking structure design and development, for a study of potential locations for future downtown parking structures and improvements to the existing parking structures on Acequia Avenue. WRNS was selected because they are recognized experts in both the design and operation of parking structures having designed many parking structures throughout the State. Sam Nunes, a senior partner at WRNS Studio will give a presentation to Council, including assisting staff in answering questions Council may have.

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 20-30

Review:

Dept. Head CY 10/10/11
(Initials & date required)

Finance RN
9/13/11

City Atty N/A
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The presentation will outline:

Future Parking Structures

- Parking Structure Locations – results of feasibility study of various locations for future parking structures.

Existing Parking Structures

- West Acequia Parking Structure – show a new design strategy to reduce confusion, improve traffic flow and increase pedestrian safety.
- East Acequia Parking Structure – show a new design strategy to reduce confusion, improve pedestrian safety, and improve traffic flow for the Convention Center and Comfort Suites guests, and the general public.

Discussion:

Future Parking Structures

Providing adequate parking helps to promote a positive Downtown “experience”. Structured parking is more efficient than surface parking. Parking structures require less land than surface lots and they promote “walkability”. In a downtown setting, parking structures allow development at the higher densities that foster vibrant urban environments and spur economic development. Past studies, including the current Master Plan and a recent Draft Downtown Transportation Study (by TPG Consulting) verify the need for well-distributed public parking and state the need for future additional parking due to anticipated growth. The State has mandated the City to pursue higher density and air quality improvements (SB 375); parking structures can help by also encouraging shared private and public use to utilize at all times of the day and maximizing use of land. In 2009, the San Joaquin Valley Blueprint Planning Process adopted Smart Growth Principles. Construction of parking structures would help promote several principles identified in the San Joaquin Valley Blueprint as well as the City’s Master Plan for higher density and best use of land, therefore encouraging a walkable downtown and improving air quality with less vehicle use.

In addition, plans by Kaweah Delta Health Care District (KDHCD) to expand their downtown hospital campus with high density, multi-story structures in the future, led staff to ask for Council’s authorization to enter into this preliminary planning for feasible parking structure sites. Preliminary planning, financing and construction of a parking structure can take many years and staff believes it is important to start and continue planning now. This allows funding to be planned and pursued from local sources and other sources from federal, state and regional agencies. KDHCD’s 2030 plan outlines growth from their current locations and expanding west to just east of Johnson Street (attachment ‘A’). Staff anticipates the growth of KDHCD to bring about development of new auxiliary medical offices and other uses in the surrounding downtown area. Providing additional parking will be important for the viability of this downtown development.

This presentation shows parking structure locations that may have been identified in other studies as well as some new alternatives and studies the cost feasibility of those locations to help identify the best locations for the City in planning downtown parking.

Existing Parking Structures

Conditions have changed since the original development of the existing parking structures along Acequia Avenue. One major change was the transformation of Acequia Avenue from a one-way street to a two-way street. There have been concerns about improving the functionality of

traffic moving in and out of both parking structures, improving pedestrian safety and improving the signage advising where restricted and unrestricted parking are available.

Also, during large events at the Convention Center an idea emerged through collaboration between the City and downtown stakeholders to restructure the parking at the East Parking Structure to simplify parking and reduce confusion for hotel and public guests.

WRNS took a look at the above comments and ideas and will present their thoughts on potential parking structure sites and possible improvements to the existing parking structures. Feedback from today's presentation will also be taken to implement any other feasible improvements or changes to the proposed recommendations.

Future Steps

Possible parking structure sites will continue to be researched by staff for the best suited site and will be brought back to Council for future action. Staff will continue preliminary planning to construct future parking structures as well as stay abreast of funding opportunities as they may arise. This study provides the City with necessary size of a parking structure to maximize cost effectiveness.

Staff will look into costs of implementation for final approved improvements to existing parking structures. Staff recommends Council appropriate up to \$10,000, from the Downtown Parking Fund for bid ready specifications and construction cost estimates for the proposed improvements to the existing Acequia parking structures. The expenditure of \$10,000 from the Downtown Parking Fund would be offset by the receipt of parking fines that the City receives and posts to this fund. Final approval to bid out the project and additional funding appropriation for construction will be presented to Council at a future date or implemented into the City's capital improvement plan for Council approval at the time of the next adoption. Cost sharing with downtown stakeholders will be solicited prior to construction and factored into the final construction appropriation request.

Prior Council/Board Actions:

April 18, 2011 – Authorization to enter in agreement with WRNS Studio for Parking Structure Studies

Committee/Commission Review and Actions:

none

Attachments:

Attachment 'A' – 2030 Kaweah Delta Health Care District Site Plan
Presentation by WRNS Studio

Recommended Motion (and Alternative Motions if expected):

Receive information and provide feedback

and

Authorize the appropriation of up to \$10,000 from the Downtown Parking Fund for preparation of construction specifications and cost estimates for improvements to the existing parking structures.

Environmental Assessment Status

CEQA Review: not applicable

NEPA Review: not applicable

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*
none

Copies of this report have been provided to: Downtown Visalians/Downtown Property Owners Association (Chairperson(s), CEO); Kaweah Delta District Hospital (Lindsay Mann, Mike Williams); Comfort Suites; West Parking Structure Parking Agreement users;

Attachment 'A'

Kaweah Delta Health Care District
Site Plan

Study Area 3 (2030 Vision)

KEY:

- + ■ **Acute Care**
- **Administration**
- **Ancillary Support**
- **Facility Support**
- **Leased Out**
- **Mental Health**
- **Outpatient**
- **Outreach**
- **Public Areas**
- **Rehabilitation**
- **Skilled Nursing**



Main Campus
Study Area 3



Visalia Parking Garage

City Council Presentation

City of Visalia Parking Study

SITE OPTION KEY MAP

The six parcels on this map have been identified as potential sites for developing a new five-level parking structure to support the expanding parking needs of the downtown Visalia area. WRNS has prepared the following options - seven in all - to test the feasibility of each of these parcels for a new parking structure.

Parking Assumptions

Standard stall dim 8.5' x 18'
 Accessible stall dim 9' x 18'
 2% total accessible requirement

Cost Assumptions

\$55.00/ sf estimated construction cost
 (Excludes cost of land, demolition, permits, etc)
 Design fees are estimates



SUMMARY TABLE

SITE #	# OF CARS	EST. COST	COST/CAR
1	368	\$ 8.905 M	\$ 24,200
2	311	\$ 6.718 M	\$ 21,600
3	348	\$ 8.025 M	\$ 23,100
4	659	\$14.897 M	\$ 22,600
5	450	\$ 9.274 M	\$ 20,600
6	450	\$ 8.898 M	\$ 19,585
7	715	\$ 13.873 M	\$ 19,400

City of Visalia Parking Study · Option 1



LEVEL 5	75 Standard
LEVEL 4	75 Standard
LEVEL 3	75 Standard
LEVEL 2	75 Standard
GROUND	60 Standard/ 8 Accessible

TOTAL 368 Cars

AREA 146,450 sf

398 sf/ CAR

CONST COST \$8.055 M

DESIGN FEE \$0.85 M

TOTAL \$8.905 M

\$61/SF

\$24,200/ CAR



Scale: 1"= 50'

* Dimensions shown are approximate

City of Visalia Parking Study · Option 2



LEVEL 5	75 Standard
LEVEL 4	75 Standard
LEVEL 3	75 Standard
LEVEL 2	75 Standard
GROUND	5 Standard/ 6 Accessible

TOTAL 311 Cars

AREA 108,500 sf

349 sf/ CAR

CONST COST \$5.968 M

DESIGN FEE \$0.75 M

TOTAL \$6.718 M

\$62/SF

\$21,600/ CAR



Scale: 1"= 50'

* Dimensions shown are approximate

City of Visalia Parking Study · Option 3



LEVEL 5	75 Standard
LEVEL 4	75 Standard
LEVEL 3	75 Standard
LEVEL 2	75 Standard
GROUND	40 Standard/ 8 Accessible

TOTAL 348 Cars

AREA 131,350 sf

378 sf/ CAR

CONST COST \$7.225 M

DESIGN FEE \$0.8 M

TOTAL \$8.025 M

\$61/SF

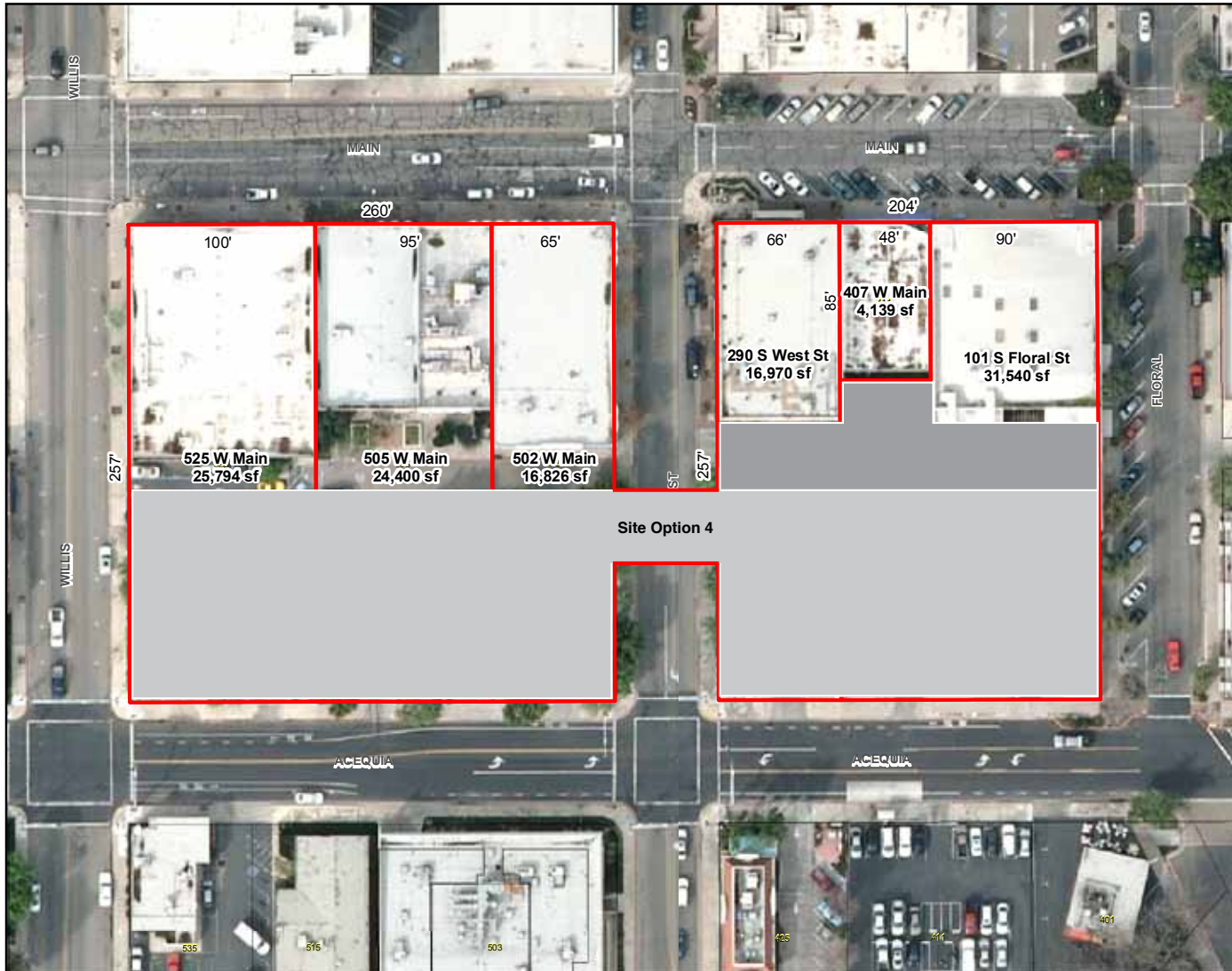
\$23,100/ CAR



Scale: 1"= 50'

* Dimensions shown are approximate

City of Visalia Parking Study · Option 4



LEVEL 5	150 Standard
LEVEL 4	150 Standard
LEVEL 3	150 Standard
LEVEL 2	150 Standard
GROUND	45 Standard/ 14 Accessible

TOTAL 659 Cars

AREA 245,400 sf

373 sf/ CAR

CONST COST \$13.497 M

DESIGN FEE \$1.4 M

TOTAL \$14.897 M

\$61/SF

\$22,600/ CAR



Scale: 1"= 50'

* Dimensions shown are approximate

City of Visalia Parking Study · Option 5



LEVEL 5	100 Standard
LEVEL 4	100 Standard
LEVEL 3	100 Standard
LEVEL 2	100 Standard
GROUND	40 Standard/ 10 Accessible

TOTAL 450 Cars

AREA 153,150 sf

340 sf/ CAR

CONST COST \$8.424 M

DESIGN FEE \$0.85 M

TOTAL \$9.274 M

\$61/SF

\$20,600/ CAR



Scale: 1" = 50'

* Dimensions shown are approximate

City of Visalia Parking Study · Option 6



LEVEL 5	100 Standard
LEVEL 4	100 Standard
LEVEL 3	100 Standard
LEVEL 2	100 Standard
GROUND	40 Standard/ 10 Accessible

TOTAL 450 Cars

AREA 160,250 sf

356 sf/ CAR

CONST COST \$ 8.813 M

DESIGN FEE \$.85 M

TOTAL \$ 8.898 M

\$60/SF

\$19,585 CAR



Scale: 1"= 80'

* Dimensions shown are approximate

City of Visalia Parking Study · Option 7



LEVEL 5	155 Standard
LEVEL 4	155 Standard
LEVEL 3	155 Standard
LEVEL 2	155 Standard
GROUND	80 Standard/ 15 Accessible

TOTAL 715 Cars

AREA 234,050 sf

328 sf/ CAR

CONST COST \$12.873 M

DESIGN FEE \$1.0 M

TOTAL \$13.873 M

\$60/SF

\$19,400/ CAR



Scale: 1"= 50'

* Dimensions shown are approximate

Existing Garages

West Garage

Parking Organization Strategy

Introduction

Challenge:

Currently, the time restricted parking and tenants reserved parking are mixed in throughout the floors, creating confusion for users. In addition, the locations of existing entrance and exit create traffic congestions.

Solution:

Functional Approach:

Reorganizing parking spaces by their types. Locate "3 hour public parking" on the 1st and the 2nd floors. Locate tenant reserved parking on the 3rd floor. Locate "all day public parking" on the 4th and the 5th floors. In addition, the locations of the entrance and exit are swapped.

Aesthetic Approach:

Rather than color coding by floor, WRNS proposes to color code by "types of parking" to help simplify and reinforce the parking type for that floor.

Requirement

Existing:

- 3 Hr. Limit Parking + Tenant Reserved Parking:
 $235(Lv1, Lv2)+156(Lv1, 2 \text{ and } 3)= 391$
- All Day Parking: $142(Lv4)+151(Lv5)= 293$
- Accessible Parking: 14

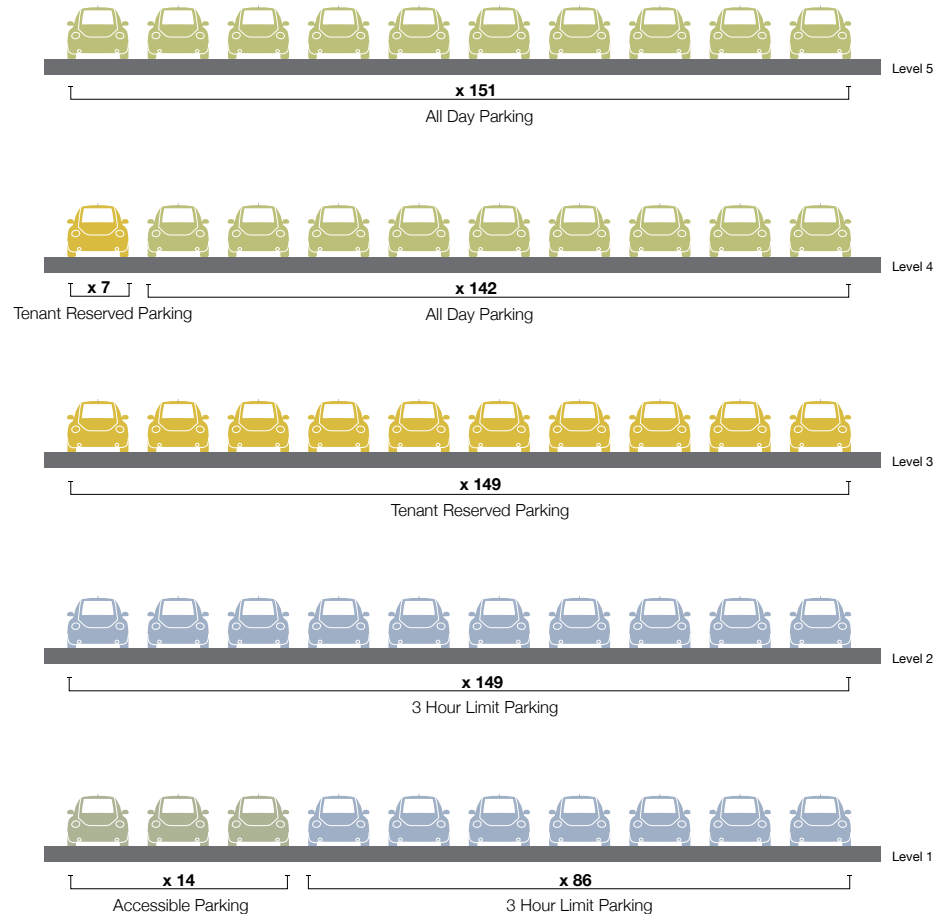
Total: 698

Proposed:

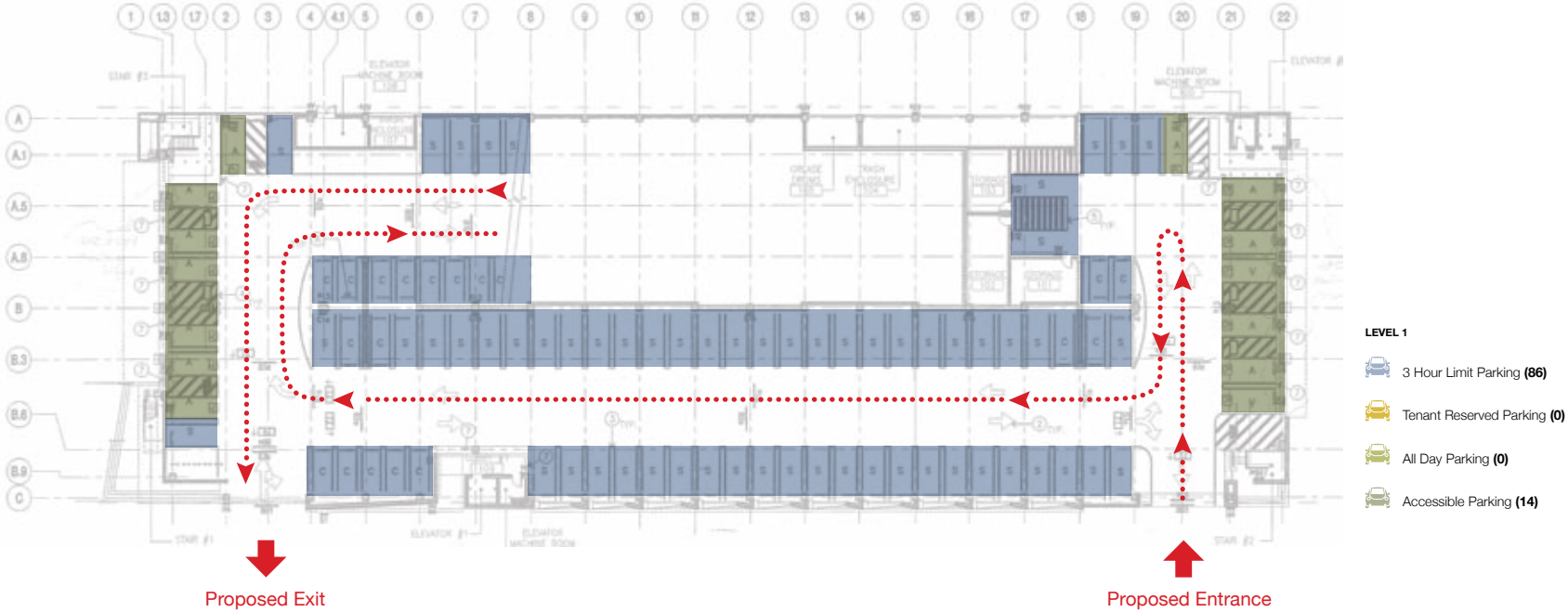
- 3 Hr. Limit Parking: $79(Lv1)+149(Lv2)= 235$
- Tenant Reserved Parking(Lv3, Lv4): 156
- All Day Parking: $142(Lv4)+151(Lv5)= 293$
- Accessible Parking: 14

Total: 698

Strategy Diagram

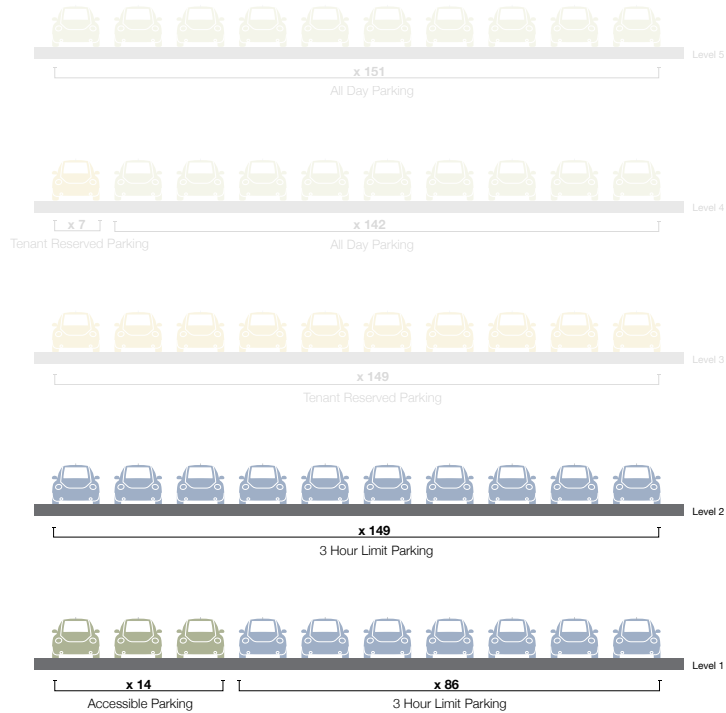


Proposed Entrance/Exit Location



Signage Aesthetic | 3 Hour Limit Parking

Level 1 & 2



Vehicular Directional



Parking Identifier



Level ID on Column



Signage Aesthetic | Reserved Parking

Level 3



Parking Identifier

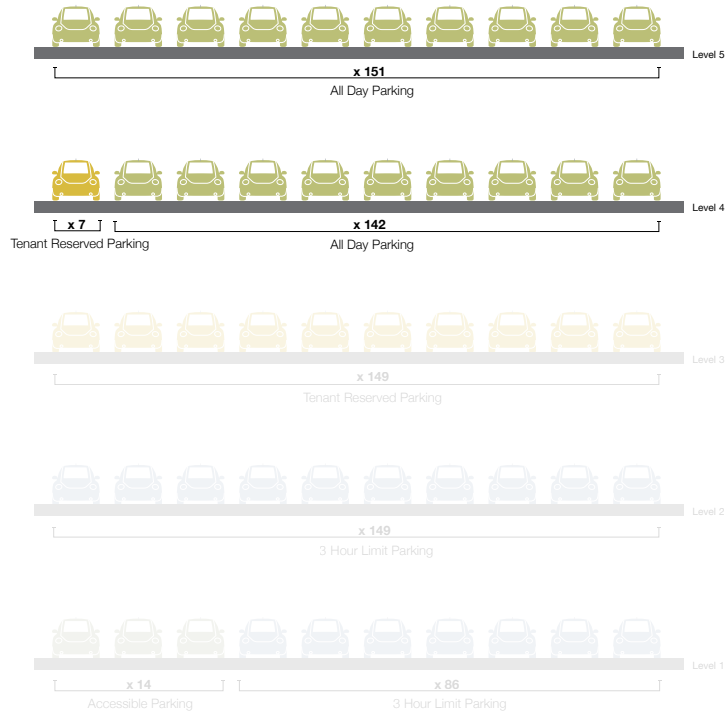


Level ID on Column



Signage Aesthetic | All Day Public Parking

Level 4 & 5



Parking Identifier



Level ID on Column



Existing Garages

East Garage

Parking Organization Strategy

Introduction

Challenge:

Currently, the time restricted parking for hotel is scattered and mixed in with regular parking, creating confusion for users.

Solution:

Locate all Comfort Suites parking on the 1st floor. Within the various types of hotel parking, graphically and visually differentiate “full time” hotel parking from “part time” hotel parking.

Proposed strategy for public parking is guiding the general public away from the hotel parking on the 1st floor and towards the 2nd and the 3rd floors for all day public parking.

Requirement

Existing:

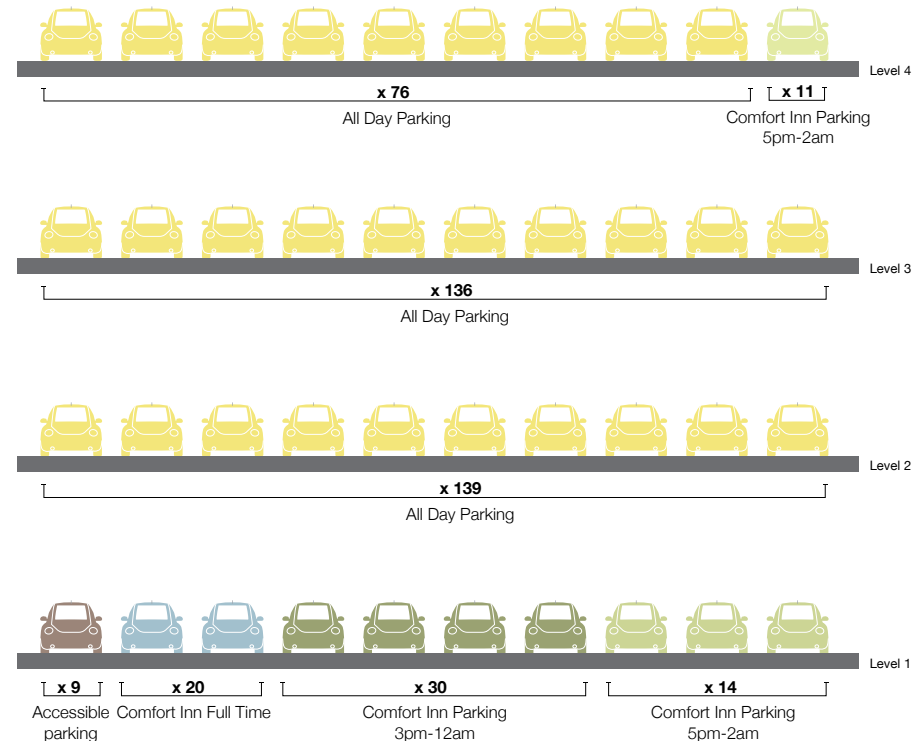
- Comfort Inn 3pm-12am + 5pm-2am:
30(Lv1, Lv2)+25(Lv2): 55
- Comfort Inn Full Time= 20
- All Day Parking= 351
- Accessible Parking: 9

Total: 435

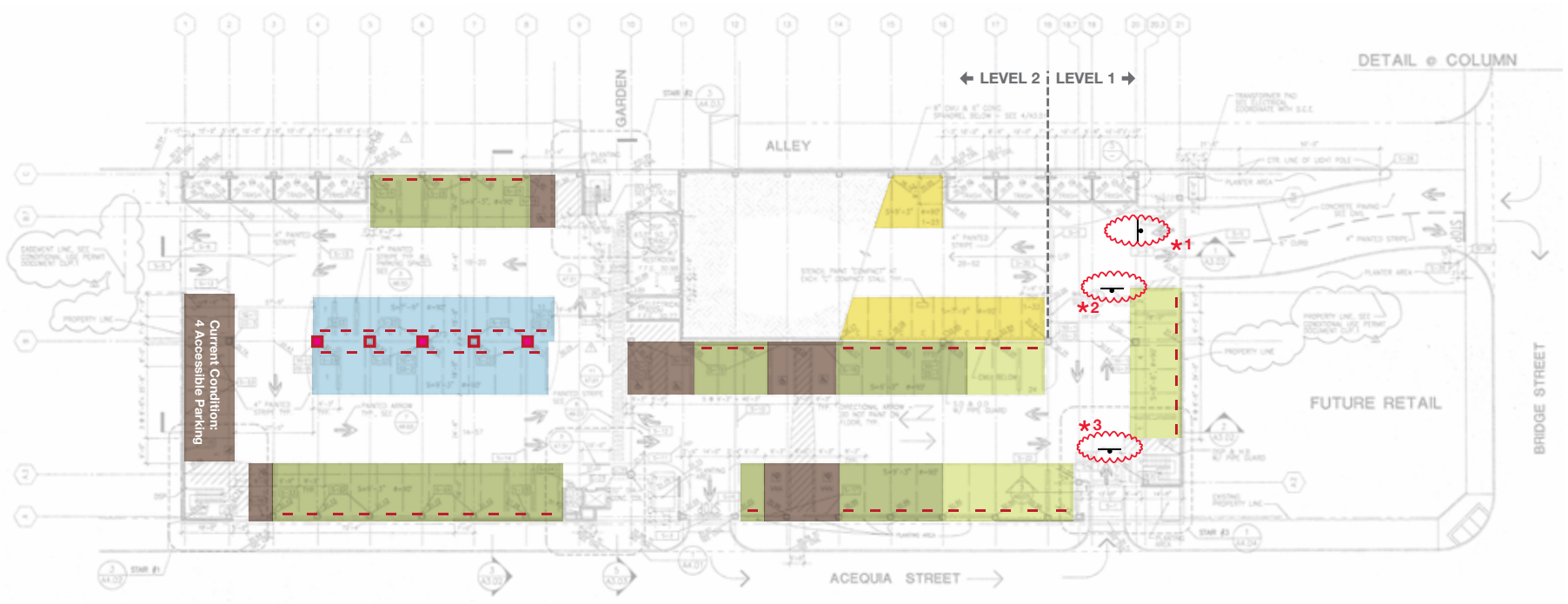
Proposed:

- Comfort Inn Full Time= 20
- Comfort Inn 3pm-12am (Lv1): 30
- Comfort Inn 5pm-2am (Lv1+Lv4): 25
- All Day Parking= 351
- Accessible Parking: 9

Strategy Diagram



Parking Organization Diagram



* Existing directionals revise to direct public parking towards second floor and above for public parking.

*1

← Accessible Parking All Day Parking ↑

*2

← All Day Parking Exit →

*3

← Accessible Parking All Day Parking ↑

SIGN TYPE

■ ST1 Column with graphics

□ ST2 Column with color only

— ST3 Freestanding Plaque

LEVEL 1

Comfort Inn Parking (14) 5pm-2am

Comfort Inn Parking (30) 3pm-12am

Comfort Inn Full Time (20)

Accessible Parking (9)

All Day Parking (0)

Signage Aesthetic | Comfort Suites Limited Hr Parking

Level 1

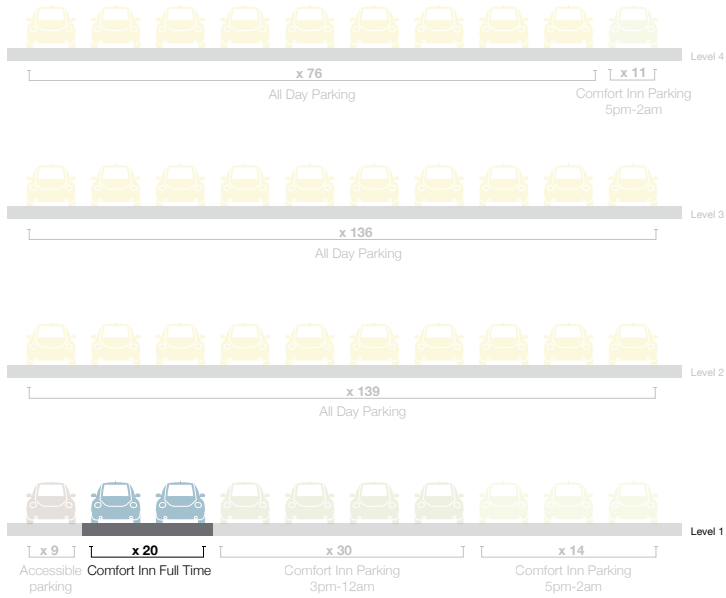


Limited Time
Parking Pole Mounted Sign



Signage Aesthetic | Comfort Suites Full Time Parking

Level 1

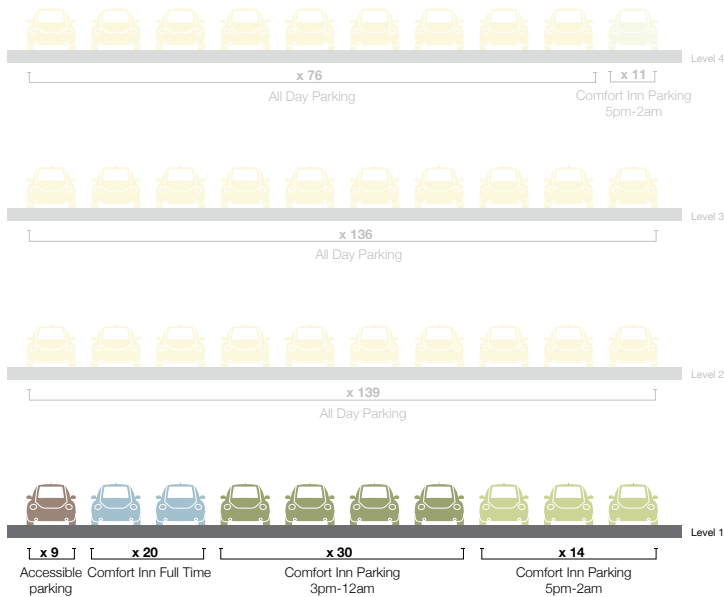


Column Super Graphics & Pole Mounted Sign



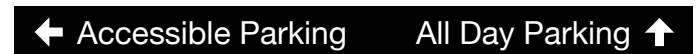
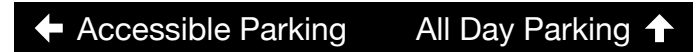
Signage Aesthetic | Vehicular Directional

Level 1



Vehicular Directional to Match Existing Sign

New vehicular directional messages directing public to 2nd floor and up for all day public parking. Aesthetic to match existing sign.



City of Visalia Agenda Item Transmittal

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 2

Agenda Item Wording: Overview of RCC Consultants County-wide Consolidated Dispatch Implementation Study and Project Status

Deadline for Action: N/A

Submitting Department: Police/Fire

Contact Name and Phone Number: Chief Colleen Mestas, 713-4215; Chief Mark Nelson, 713-4218

Department Recommendation: Staff seeks City Council's direction to pursue:

1. A co-located 9-1-1 Communications Center through a partnership with Tulare County; or
2. A standalone 9-1-1 Communications Center for the City of Visalia.

Summary/background: In 2005, the County Board of Supervisors retained GeoComm Consultants to assess the feasibility and viability of consolidating some or all of the 9-1-1 Public Safety Answering Points (PSAPs) operated by law enforcement, fire, and ambulance services in Tulare County. The study was completed in 2006. The findings included a brief assessment of each PSAP including, technology and operations, and recommended another study be completed to assess the potential of a new county-wide emergency communications organization around which a consolidation would occur. GeoComm recommended the new study address the details not included in their feasibility study such as governance options, site selection and acquisition, building and construction, technology, equipment, staffing and other costs associated with building a new state-of-the-art 9-1-1 communications center.

In September 2008, representatives from (11) public safety agencies, law, fire and ambulance, in Tulare County convened to revisit the consolidation concept. Subsequently, a Committee was formed and through a joint effort sought to assess their respective 9-1-1 communications centers, conducted site visits to other consolidated communications centers, and finally hired RCC Consultants to conduct a comprehensive 9-1-1 communications center study of PSAPs in Tulare County.

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 10

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

In August 2010, RCC Consultants completed their study and recommended the participating agencies proceed with a county-wide consolidation of 9-1-1 communications centers. The study recommended a Joint Powers Authority (JPA) governance, a new facility be constructed on existing City owned property at Race and Burke (the Old Cal Trans Building); or an alternate County owned property located adjacent to Mooney Grove Park. The study addressed costs, staffing, technology, equipment, etc. The report was distributed to all public safety agencies in Tulare County and discussed at follow-up Committee meetings.

In May 2011, the Committee drafted an executive report recommending that a county-wide consolidation of 9-1-1 communications centers would be the best approach, fiscally and operationally, for the citizens of Tulare County. A Committee meeting was held during which representatives from some of the participating agencies (Exeter, Farmersville, Woodlake) expressed concerns about the affordability of their agencies to join the new 9-1-1 communications center. Additionally, during a Committee meeting a few months prior, Tulare County Consolidated Ambulance Dispatch (TCCAD) indicated they were no longer a partner in the consolidated effort as they were consolidating dispatch services with Tulare Fire Department. However, they indicated they would keep abreast of the Committee's efforts as they progressed.

In September 2011, a joint presentation was made to the Board of Supervisors regarding the Committee's efforts. At the conclusion of the meeting it was determined that there was no longer sufficient support from some of the involved agencies to proceed with a consolidated communications center. The Board directed the Committee to proceed with discussing a co-located 9-1-1 communications center between Tulare County (TCSO, Fire, Probation) and the City of Visalia (Police and Fire). The rationale being this could be the first step towards future consolidation possibilities with other agencies.

The advantages of co-location are limited to sharing building costs of a larger building and possibly some technology or IT services. The disadvantages are that co-location does not address existing staffing needs, individual costs for new technology and/or equipment, and may require additional line and management staff at the new facility.

Current conditions in the City of Visalia 9-1-1 Communications Center are such that we cannot remain status quo. Upgrades are imminent. The communications center is located in the police department headquarters basement of a building constructed in the early 1970's. The center is situated in a flood zone. It has outgrown its current space, preventing future expansion. The center's Computer-Aided Dispatch/Records Management System (CAD/RMS) is scheduled to be replaced in Fiscal Year 2013/14; the fire suppression system is antiquated and needs to be replaced; radios need to be upgraded to contemporary standards to meet future needs, estimates are \$650,000; and there is a need for dedicated Fire dispatchers who specialize in the coordination of multi-agency dispatching such as mutual/automatic aid. These are just some of the immediate needs.

RCC Consultants estimated the costs for a county-wide consolidated 9-1-1 communications center involving the original (11) participating agencies would be \$9.25 million; the City's share being 40% of that cost. Based on these estimates, a standalone center could cost an estimated \$3.7 to \$4 million (this is a rough estimate).

In either case, much more staff work needs to be completed before we can proceed. If we move in the direction of a co-located facility, the following steps need to take place:

- Develop an operating agreement
- Hire a Consultant for site evaluations and associated costs
- Hire a qualified Project Manager to oversee the entire project and direct task teams
- Hire an Architect to design the facility

In the event Council elects not to pursue this option, there is a critical need to seek solutions to the current 9-1-1 communications center in the City of Visalia. The only remaining option would be to pursue a standalone facility for the City.

The following steps need to take place for a standalone communications center:

- Establish an internal Project Team
- Develop a Request for Proposal (RFP)
- Develop a more refined budget
- Hire an Architect
- Hire a qualified Construction Manager
- Designate task teams with existing staff, i.e., technical, operations, etc.

The City has set aside \$9.9 million in general fund reserves for the future Civic Center, part of which includes a 9-1-1 communications center.

Over the course of approximately (5) years much effort has been dedicated to studying the idea of consolidating 9-1-1 communications centers county-wide. We are at a point where we need to proceed with a decision to address the City of Visalia's aging communications center. Staff seeks Council's direction to accomplish this.

If Council directs, options can also be developed which would include a future public safety center.

Prior Council/Board Actions:

Committee/Commission Review and Actions:

Alternatives: 1) Co-location with the County of Tulare; 2) Proceed with Standalone 9-1-1 PSAP Communications Center

Attachments: Power Point Presentation; Committee Executive Report; RCC County-wide Dispatch Implementation Study

Recommended Motion (and Alternative Motions if expected): Staff seeks City Council's direction whether to proceed with a co-located 9-1-1 Communications Center through a partnership with the County of Tulare, or to move forward with a standalone 9-1-1 Communications Center for the City of Visalia.

In the event Council directs staff to proceed with a co-located facility, staff seeks approval to hire a qualified Consultant to determine which site is most suitable for a 9-1-1 Communications Center and hire a qualified Project Manager to oversee the entire project.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

County-wide Consolidated Dispatch Report (Committee Recommendation)

“A Partnership of Emergency Services in Tulare County”

May 23, 2011

Report Prepared by:

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Executive Summary

In September 2008, agencies throughout Tulare County¹, comprised of law enforcement, fire, emergency medical services, and probation, convened to revisit the county-wide consolidated dispatch concept. This was a follow-up to the May 2006 feasibility study conducted by GeoComm Consultants.² The discussion evolved into a partnership of public safety agencies in Tulare County and the formation of a County-wide Consolidated Dispatch Committee consisting of executive and management staff.

The Committee began to further explore the feasibility of a county-wide consolidated dispatch with additional staff work and subsequent site visits to other consolidated dispatch centers. The benefits and obstacles to consolidation were discussed. It was determined that more questions needed to be answered than in the GeoComm report, and this could be accomplished through a more in-depth implementation study. After presentations to the Visalia City Council, Board of Supervisors, the City Managers' Group, and subsequent meetings, the Committee received direction to proceed with hiring a consultant to perform an in-depth implementation study. The Committee developed a Cost Sharing Formula³ (see Appendix A) to pay for the consultant's fee. As a result, RCC Consulting was hired to perform a study which was completed in August 2010.

The Committee agrees with RCC's Study and recommends that the public safety agencies involved in this study proceed with the next phase of the project. This report will highlight some key components of the study prepared by RCC Consultants and provide specific recommendations from the Consolidated Dispatch Executive Committee with regards to consolidated dispatch in Tulare County. ***It is the recommendation of the Executive Committee that the involved agencies proceed in the direction of moving towards consolidated dispatch services in Tulare County.*** Much work remains to be completed, with specific regard to determining actual budget impacts, but in order to proceed with this project the Executive Committee is seeking consensus from the involved governmental entities to proceed with the project. This would require the formation of a Joint Powers Authority (JPA) and the recommendation to hire a Consolidated Dispatch Executive Director who will report directly to the JPA Board to carry out the implementation plan for the County-wide Consolidated Communications Center.

¹ Participating agencies include Exeter Police Department, Farmersville Police Department, Tulare County Consolidated Ambulance Dispatch (TCCAD), Tulare County Fire, Tulare County Probation, Tulare County Sheriff's Office, Tule River Indian Fire, Visalia Fire Department, Visalia Police Department, Woodlake Fire Department, and Woodlake Police Department.

² In August 2005, GeoComm Consultants were retained by the County of Tulare to conduct a feasibility study of the potential to consolidate Enhanced 9-1-1 Public Safety Answering Points (PSAPs) operated by law enforcement, fire and ambulance services in Tulare County.

³ The Cost Sharing Formula developed to share costs is based upon each participating agency's annual calls for service. Percentages were calculated by dividing the calls for service amongst the agencies - 2009 calls for service were used.

Historical Perspective

Public safety radio systems and dispatch communications centers were historically built and operated by single agencies for their own users. Systems were designed to meet unique local requirements; however, often led to incompatibility, inefficient use of scarce resources, and higher costs for specialized equipment and procedures with little opportunity to benefit from economies of scale. Over the past few decades, there has been a trend towards public safety system consolidation, with radio networks developed to cover counties, regions, and even states. The sharing of resources allows for the elimination of duplicate costs, supports coordinated responses, provides greater interoperability, and ultimately leads to more effective and efficient service.

The public safety community performs emergency first-response missions to protect life, health, property, natural resources and to serve the public welfare. Emergency responders – police officers, fire personnel, emergency medical technicians, transportation and utility workers and others need to share vital voice and data information across disciplines and jurisdictions to successfully respond to day-to-day incidents and/or large scale emergencies. Public safety operations require effective command, control, coordination, communications, and sharing of information via dispatch centers or Public Safety Answering Points (PSAPs) responsible for answering emergency calls for police, fire, and ambulance services. During emergencies the public looks to government, particularly their public safety officials, to act swiftly and correctly, to save lives, help the injured, and restore order.

The current budget environment has also placed a premium on reducing local government expenditures. To a certain degree, this has been realized through cuts in services provided to the communities served. Budgets cuts have been necessary due to the decrease in revenues from sources such as Federal/State program funds and reduced tax revenues.

Local governments have reduced their budgets through concession bargaining, reductions in the workforce, work furloughs, consolidations and more. However, the reductions in spending may not be enough to meet the budgetary needs of the agency. Typically, government is still expected to trim their budgets without compromising public safety.

While additional budgetary cuts are expected, there are also opportunities to combine resources and increase efficiencies through partnering with other local public safety agencies, and this can be accomplished through consolidation.

Current Issues

The following public safety communication centers are currently at a crossroads due to a number of impending challenges related to technology, personnel/staffing levels, logistical, and fiscal challenges. These challenges will need to be addressed either by individual costs to the agencies or through a consolidated approach. A consolidated approach would provide a cost savings to the taxpayers represented by the agencies involved in this project by eliminating redundant purchases for buildings/infrastructure, dispatch technology such as 9-1-1 telephone upgrades, Computer-Aided Dispatch (CAD), and Records Management Systems (RMS). Combining resources and personnel will also increase efficiencies.

The following is a summary of challenges faced by the agencies involved in this endeavor that present significant fiscal challenges when addressed as individual agencies rather than as a consolidated venture.

- **Exeter, Farmersville, Woodlake Police Departments** – These agencies, as well as the City of Lindsay, dispatch their own agencies on weekdays; however, transfer their dispatch services to the Tulare County Sheriff’s Office weekdays after 5 p.m. and on weekends. This arrangement requires three different dispatching support systems to operate which are maintained separately. These centers also have aging CAD and network systems.
- **Tulare County Fire** – The Tulare County Fire communications center is currently located at an isolated area of Mooney’s Grove Park. They dispatch from a portable facility with no room for expansion, and there is significant exposure to potential safety/hazardous threats. Oftentimes the center is staffed with a single communications operator with no security or personnel available to assist should someone in the park approach the center in a threatening manner. Other issues arise when their systems are disabled as a result of power outages or traffic collisions on Mooney Boulevard. Consoles need to be upgraded to ergonomic work stations, and both staffing levels and dispatch efficiencies need improvement. The center is scheduled for a 9-1-1 upgrade in 2012.
- **Tulare County Probation Department** – During the course of duty, Probation Officers interact with all law enforcement agencies in Tulare County. They are responsible for the supervision of over 5,000 adult felony offenders, in addition to over 750 juvenile offenders on formal probation. Interoperability with local law enforcement agencies is needed for response during mutual aid situations; when immediate assistance is needed during search, seizure and/or arrest proceedings; and for the ability to locate assigned vehicles for safety purposes. Currently, Probation Officers rely on cell phone technology to interact between themselves and other law enforcement agencies. The Automatic Vehicle Location (AVL) system will be a huge benefit to officer and community safety.

- **Tulare County Sheriff's Office** – The communications center is located in the basement of a building that is 49 years old (built in 1962) and well beyond the lifespan for an essential services building. While they upgraded their radios to digital recently, they are outgrowing their facility, and there is no room for expansion. Additionally, the center is in a flood zone, which poses a risk to dispatch operations during inclement weather. The next 9-1-1 upgrade is scheduled for 2012.
 - *Staffing issues: The center is currently down (7) positions.*
- **Visalia Police Department/Visalia Fire Department** – The communications center is located in the basement of a building constructed in the early 1970's. The average lifespan for an essential services building is 30 years. The center is experiencing staffing issues, and the overtime costs continue to rise to ensure that minimum staffing levels are met. Although staffing has increased in recent years, staffing continues to be an ongoing challenge, and the center has outgrown its current space, preventing the ability to expand in the future.

The center is operating with an aging computer-aided dispatch and records management system that is in need of replacement. Digital upgrade is necessary in order to facilitate radio interoperability with surrounding agencies and future Project 25⁴ digital mandates. Estimated costs for these upgrades are as follows:

- Radio upgrade is estimated to be \$175,000.
- The Department has submitted a CIP Proposal for FY2013/14 to replace the CAD/RMS software system with an estimated cost of \$5,000,000.
- The Halon⁵ system is in need of replacement, which is another limiting aspect of future expansion efforts. The replacement cost is estimated at \$60,000. Failure to address this will result in operating with antiquated equipment in which replacement parts are no longer available.

Similar to the Tulare County Sheriff's Office, the Visalia Police/Fire communications center is situated in a flood zone, which presents potential risks to the center's operations during inclement weather.

There is also a need for dedicated fire dispatchers with additional fire training who specialize in the coordination of multi-agency dispatching such as mutual/automatic aid.

⁴ Project 25 is a suite of standards for digital radio communications for use by Federal, State and Local public safety agencies to enable them to communicate with other agencies and mutual aid response teams in emergencies.

⁵ Halon gas is a chemical compound used in fire suppression systems. Halon gas is used to quickly extinguish a fire without damaging items within the room. However, the chemical is no longer environmentally sound and must be replaced. The alternative is an FM 200 agent.

Next Generation 9-1-1 is also on the horizon and will change the way Public Safety communications centers receive, process, and dispatch multi-media calls, although transitioning into Next Generation 9-1-1 is a substantial cost. The center is scheduled for a 9-1-1 upgrade in 2013.

- *Staffing issues: The center is currently down (7) positions.*

Benefits of a Consolidated Dispatch

The Consolidated Dispatch Executive Committee and the RCC study have identified a number of benefits for the involved agencies to consolidate public safety dispatch services. The following bullet points identify a number of those benefits with common themes geared towards increased fiscal efficiencies in the future, radio interoperability, and improved interagency communications:

- Provides for an integrated system for Court, District Attorney, and law enforcement agencies when processing arrests.
- Shared costs in the form of:
 - Capital expenditures - building & infrastructure costs of a new dispatch facility.
 - Operational costs shared between agencies for public safety dispatching services.
 - Personnel costs shared between agencies.
 - Technical costs of CAD systems, RMS systems, IT services, Next Generation 9-1-1
 - Administrative overhead - shared costs for all management responsibilities associated with operating individual public safety answering points.
- Radio interoperability. Interoperability amongst first responders is of critical importance. Members of the Consolidated Dispatch Executive Committee are also actively involved in the Central Planning Area of California's efforts towards achieving radio interoperability. Consolidated dispatching services are a significant step towards attaining interoperability, maximizing efficient allocation of public safety resources and improving overall communications between agencies.
- Operational efficiencies through cross-trained personnel, providing improved coverage with available personnel and shared resources.
- Improved and coordinated public safety service and response to citizenry.
- Opportunity to provide redundancy for the California Law Enforcement Communications System (CLETS)⁶
- It would be cost effective to eliminate redundant systems at multiple Public Safety Answering Points (PSAPs) and combine all IT efforts.
- Opportunity to co-locate IT systems of the involved agencies in a centralized essential services facility.
- Potential to interface existing records management systems.

⁶ The Tulare County Sheriff's Office has a direct line to CLETS, as does Visalia Police Department. A consolidation would provide redundancy for each agency in the event one of the lines was inoperable.

Associated Project Costs

The RCC feasibility study provided projected costs related to the implementation of a consolidated dispatch center for Tulare County consisting of start-up costs and a projected annual operating budget. In addition to those costs identified in the RCC report, the Consolidated Dispatch Executive Committee has also identified potential costs that would likely be incurred. The following list provides a summary of costs related to this project:

- JPA formation costs (attorneys, existing personnel for additional staff work).
- Director and/or project manager, salary and benefits, office space.
- Capital/start-up costs for new facility.
- Technological transition costs.
- Transitional training costs (cross-training for fire, police, and ambulance dispatchers).
- CAD system acquisition.
 - There is the potential for utilizing the existing CAD system with the Sheriff's Office, ADSi.⁷ This would potentially be less costly than moving to an entirely new CAD system and could reduce transitional training costs. However, there are costs associated to upgrading the current ADSi system to accommodate Fire and EMS services and to accommodate Mobile Data Computers for public safety personnel in the field.
- Policy & Procedure development.
- Overtime costs related to Task Teams.
 - Task Teams are compiled of existing personnel who form sub-committees to identify key components of transitioning to a consolidated dispatch center and are tasked with developing procedures for implementation.
- Administrative Support, Personnel, Finance, IT costs will need to be projected.
- Accreditation costs.
 - Although accreditation of the center would not be a mandate, it would provide greater credibility to the new dispatch organization and would minimize potential exposure to litigation.

⁷

The Tulare County Sheriff's Office computer-aided dispatch and records management system is supported by ADSi (Application Data and Systems, Incorporated).

Projected Cost Savings

The RCC report projected a Rough Order of Magnitude (ROM) Annual Operations Budget of \$4,834,369 for the new consolidated communications center. In 2010, the participating agencies reported an operational communications budget of \$5,586,346. The difference is an annual savings of \$751,977. A five-year projection shows a combined estimated savings to be \$3,759,885.

Integrated technology saves money through savings on necessary capital upgrades and consolidating call-taking duties, CAD expenditures, logging/recording costs and other functions into a single system makes economic sense by:

- Reducing maintenance costs by eliminating the need for different people trained specifically for different systems.
- An integrated system could be simpler to fund. PSAPs generally pay for different types of technology out of different budgets. As systems are integrated into one, it could result in a single purchase and allow the sharing of funding sources.
- Operating cost savings from increased efficiency.
- Capital equipment cost savings as a result of spreading fixed costs over a higher volume of activity.

The potential exists to save \$1,596,977 within the first year the center is operational. There could be additional savings through attrition. Currently, the Tulare County Sheriff's Office and Visalia Police Department have (14) vacancies between the two agencies.

The following table represents the potential cost savings that could be realized in the first year of the Center's operation based on projected Annual Operating Budget Costs:

<i>Projected Annual Operating Budget savings between all involved agencies:</i>	\$751,977
<i>State 9-1-1 funds⁸ (estimated & combined for involved agencies)</i>	\$605,000
<i>State 9-1-1 funds for GIS (estimated & combined for involved agencies)</i>	\$240,000
<i>Total Potential Savings for 1st year:</i>	\$1,596,977

In preliminary discussions with the State 9-1-1 office, and providing the participating agencies do not use their allotments within the next five years, there is approximately \$605,000 available to fund (16) dispatch consoles and \$240,000 in one-time Geographical Information System (GIS) funding. *These are "unofficial" estimates.*

⁸ State 9-1-1 Funds - Each agency receives an allotment from the State to upgrade its 9-1-1 Customer Premise Equipment (CPE) every five years. The allocation is based upon the number of 9-1-1 calls received.

Potential Funding Sources

The Consolidated Dispatch Executive Committee has evaluated potential funding sources that could contribute both towards project start-up and operating costs. The projected start-up and operating costs based on the RCC study's cost sharing formula are identified on pages 12 & 13 of this report, providing estimated cost breakdowns for the involved agencies. By consolidating dispatch services, the involved agencies will be able to apply jointly for various grant opportunities as opposed to competing with each other for the same grant opportunities as individual agencies. The following are examples of potential funding opportunities that can be utilized towards costs associated with a consolidated dispatch project:

- *State 9-1-1 Office of Public Safety Communications* – The office allocates funding to PSAPs every five years to upgrade its 9-1-1 Customer Premise Equipment (CPE).
- *National Fire Academy, Assistance to Fire Fighter, COPS, Federal & State Grants* The County of Flathead Valley, Montana, was awarded \$732,000 in National Fire Academy grants funds; \$485,000 in State grant funds for 9-1-1 Call Center Equipment; \$222,000 in COPS grant for a Computer-Aided Dispatch System; \$3,800,000 in State and Federal grants for a County-wide Radio System.
- *Public Safety Interoperable Communications (PSIC) Grant* – Charleston County, South Carolina, received \$500,000 in funds for a county-wide consolidated 9-1-1 dispatch center to develop an interoperable data sharing platform to interconnect with local, State and Federal agencies.
- *Public Safety Interoperable Communications (PSIC) Grant* - The County of Tulare was awarded (PSIC) funds to develop interoperable radio communications among first responders within the County. The funds were used to purchase voting repeaters that tie UHF/VHF radio towers together to enable police and fire to communicate during large scale emergencies. There is the potential to secure additional funding and, if realized, additional radios would be purchased and distributed to other agencies within the County.
- *COPS Funds* – The City of Santa Clara received \$200,000 from State COPS funds to relocate and expand their communications center, which was previously located in the basement of their public safety building.
- *Department of Homeland Security (DHS) Grant* – Mendocino County Sheriff's Office received \$2.5 million through Homeland Security funds to purchase communications software for a county-wide 9-1-1 consolidated communications system.

Costs

Project Start-Up Costs:

The following tables provide projected start-up costs for a consolidated dispatch center in Tulare County. These projected costs were calculated by RCC consultants as part of their study.

The first table provides a projected cost summary for start-up of the project. The second table provides a projected cost sharing estimate for the agencies involved in this project. The same formula that was used by the Consolidated Dispatch Executive Committee to determine cost sharing to hire the consultant to perform the study was applied to this table to determine estimated costs for this project, not related to operational costs. The formula utilized was based on calls for service for 2009 for all agencies involved.

Project Cost Summary:

<i>Derived Building Cost:</i>	\$3,528,000
<i>Site Preparation Cost:</i>	\$1,640,405
<i>Building Furnishings & Systems Cost:</i>	\$1,493,650
<i>Technical Systems Cost:</i>	\$1,533,600
<i>Project Overhead Cost:</i>	\$1,058,400
Project Total Cost Estimate: (non-operational)	\$9,010,875*

**Second Floor Option Not Included and Subtracted (-\$243,180)*

Estimated Individual Agency Contribution to Start-Up Costs Based on RCC Report & Cost-Sharing Formula:

Agency:	Cost-Share Percentage:	Amount:
City of Visalia	39.7%	\$3,577,317
County of Tulare	36%	\$3,243,915
City of Exeter	2.8%	\$252,305
City of Farmersville	3.5%	\$315,381
Tulare County Consolidated Ambulance Dispatch	14.7%	\$1,324,599
City of Woodlake	3.2%	\$288,348
Tule River Indian Fire	0.1%	\$9,011
Total:	100.0%	\$9,010,875

Note: Calculations made in Excel show a \$1.00 difference in the sum

The following table illustrates some financing scenarios if the agencies decide to bond the costs. Examples are at 20 and 30 years, with interest rates at 5 and 7 percent.

Agency:	Cost Share %:	<i>20 Year Bond for \$9.5 million</i>		<i>30 Year Bond for 9.5 million</i>	
		Annual Bond Payment (5% rate)	Annual Bond Payment (7% rate)	Annual Bond Payment (5% rate)	Annual Bond Payment (7% rate)
City of Visalia	39.7%	\$301,794	\$356,014	\$245,486	\$305,504
County of Tulare	36%	\$273,667	\$322,834	\$222,607	\$277,031
City of Exeter	2.8%	\$21,285	\$25,109	\$17,314	\$21,547
City of Farmersville	3.5%	\$26,607	\$31,387	\$21,642	\$26,934
TCCAD	14.7%	\$111,747	\$131,824	\$90,898	\$113,121
City of Woodlake	3.2%	\$24,326	\$28,696	\$19,787	\$24,625
Tule River Fire	0.1%	\$760	\$897	\$618	\$770
Total	100.0%	\$760,187	\$896,760	\$618,352	\$769,531

Annual Operating Budgets:

The following table compares the operating budgets related to communications centers for the involved agencies for the year 2010 and the projected annual operating budget under the proposed consolidated dispatch center:

Agency:	Cost Share %:	2010 Operations Budget	New Operations Budget	\$ Amount Increase/ (Decrease):	% Change:
City of Visalia	39.7%	\$1,859,098	\$1,919,244	\$60,146	+3.2%
County of Tulare	36%	\$2,613,839	\$1,740,372	(\$873,467)	-33.4%
City of Exeter	2.8%	\$77,292	\$135,362	\$58,070	+75.1%
City of Farmersville	3.5%	\$66,972	\$169,203	\$102,231	+152.6%
TCCAD	14.7%	\$894,293	\$710,652	(\$183,641)	-20.5%
City of Woodlake	3.2%	\$74,852	\$154,700	\$79,848	+106.7%
Tule River Fire	0.1%	N/A	\$4,834	\$4,834	N/A
Total	100.0%	\$5,586,346	\$4,834,367	*(\$751,979)	-13.5%

NOTE: TCCAD's budgetary figures are estimates based upon the number of personnel. Specific budgetary figures were not provided. The cost sharing formula will change if TCCAD does not participate in the consolidation.

The new operations budget above indicates a cost savings of \$751,979 annually; however, the distribution of dollars based upon the cost sharing formula will result in an immediate cost savings to some agencies, while resulting in an increase for others. The smaller agencies currently receive dispatch services⁹ at minimal costs by Tulare County Sheriff's Office. The Sheriff's Office absorbs the bulk of actual dispatch costs in the services that it provides to those agencies. Although there is a projected increase in operating costs for those agencies, as noted in the table above, operating costs are likely to increase with any other viable option to address the challenges that lie ahead for these communications centers.

Through a consolidated effort, the smaller agencies will gain greater efficiencies, access to personnel and technology their individual agencies could not afford on their own, better trained personnel, promotional opportunities, and an increased level of service to their citizens and officers in the field. Direct and indirect costs would also be realized by these agencies no longer having to provide management and supervisory support for communications personnel, such as recruitment, hiring, training, termination, workers' compensation issues and other liabilities associated with managing personnel.

⁹ The Tulare County Sheriff's Office currently provides dispatch services to Farmersville PD \$35,438; Lindsay PD \$31,820; and Woodlake PD, \$29,530 weekdays after 5PM, weekends and holidays. Exeter PD pays \$57,373 for full-time dispatch services. These costs do not reflect the actual dispatch costs.

At the time this project was initiated, and throughout the course of the RCC feasibility study, Tulare County Consolidated Ambulance Dispatch (TCCAD) participated as a partner in the Tulare County Consolidated Dispatch project. However, as of the time of this report, TCCAD has indicated that it will not continue as a partner in the Tulare County Consolidated Dispatch project. This will obviously have an impact on the cost sharing formula for both start-up and operating costs at the rate of 14.7% in each of those cost categories that would need to be absorbed by the remaining agencies participating in the project, and/or would result in cost reductions in those associated costs.

The following chart reflects costs based upon TCCAD opting out of the consolidated dispatch effort.

Estimated Individual Agency Contribution to Start-Up Costs Based on RCC Report & Cost Sharing Formula

Agency:	Cost-Share Percentage:	Amount:
City of Visalia	46.7%	\$4,208,079
County of Tulare	42.2%	\$3,802,589
City of Exeter	3.2%	\$288,348
City of Farmersville	4.1%	\$369,446
City of Woodlake	3.7%	\$333,402
Tule River Indian Fire	0.1%	\$9,011
<i>Total:</i>	100.0%	<i>\$9,010,875</i>

It should be noted that the Committee discussed at length the fact that the projected costs prepared in the RCC report could very likely fluctuate, either high or low, by the time of this report or by the time the project comes to fruition. However, the Committee agreed that the numbers used to determine projected costs and cost sharing should be based upon the same numbers provided in the RCC report, which was a key component behind the acquisition of the consultant to provide the report in the first place.

Options Evaluated

The Tulare County Consolidated Dispatch Executive Committee evaluated several options that exist for addressing the needs of the public safety communications centers involved in this project. The options are listed below along with the pros and cons considered when these options were evaluated:

Option #1: Remain status quo in terms of continuing to operate local public safety communications centers under their individual respective agencies. While this is an alternative that would avoid the process of forming a consolidated dispatch center, it does not resolve the issues and challenges that were previously identified earlier in this report.

In other words, the respective government entities of the involved agencies would still need to address overtime costs related to staffing challenges, the impending need to replace technological systems such as radios and CAD systems, impending requirements to achieve both radio interoperability (P25 compliance) and Next Generation 9-1-1 technology, and the logistical challenges that face many of these agencies with regards to the unsatisfactory locations of their communications centers and the challenges these locations present. Two of the communications centers listed in this report are located in basements within buildings that are in local flood zones, presenting a significant challenge to ensuring ongoing operations during inclement weather conditions.

Addressing these challenges as individual agencies is not the most efficient use of public funds, presents higher costs to individual agencies, and provides no guarantee that local agencies will employ compatible systems making consolidation in the future an even more expensive venture.

This approach would also result in the competition for resources amongst local agencies for limited funding and, in effect, reduce the ability of all agencies to obtain grant assistance to meet these needs.

For the smaller agencies involved costs will continue to increase and this option could place the smaller agencies in a position where they may not be financially capable of supporting independently operated communication centers. Personnel, training and equipment could be compromised jeopardizing public safety.

Eventually, the Tulare County Sheriff's Office will need to reevaluate its current charges for dispatch services to Exeter, Farmersville, Lindsay and Woodlake to reflect the actual cost for dispatching for these agencies. Increases are inevitable for the smaller agencies.

Option #2: Acquisition of an existing facility that would essentially reduce the start-up costs for the project, while still accomplishing the consolidated dispatch concept. While this option would potentially save costs related to the start-up of the project, the building selected would still be required to meet the standards of an essential services facility, which would likely result in significant costs associated with bringing said building to those standards, as well as remodeling costs, in order to meet the needs of a dispatch center. Technological costs associated with the project (radio systems, CAD, IT, equipment, and technological transition) would remain.

Option #3: Co-location. This option would essentially require identifying a facility large enough, that meets essential services requirements, to co-locate existing dispatch equipment and personnel in one central location. While this option could potentially resolve issues of space, location, improve communications to a certain degree, and provide for minimal cost-sharing related to building costs; it does not resolve a majority of the real issues that these centers face. It still does not provide for compatible CAD systems or resolve staffing issues and overtime costs for the agencies involved. This option is also not recommended by the Committee.

Option #4: Dispatch consolidation as presented in the RCC Study and discussed in this report. This option provides the most benefit to the agencies involved in this project and most efficiently and effectively addresses the real challenges each agency is facing in the very near future that must be remedied. The RCC report identifies a recommended site(s) that are currently owned, either by the City of Visalia or County of Tulare, suitable for the construction of a consolidated dispatch center, designed with a specific purpose, to provide the essential services of public safety communications to our communities and first responders.

Although this option presents the highest cost to implement, it is also clearly the most efficient and effective means of achieving future cost savings to local governments with regards to providing current public safety communication services to their citizens. This recommendation provides equity, based on existing statistical data for the involved agencies, and creates an environment of shared cooperation, as opposed to competition, to achieve the desired end results. It provides for the ability to share costs associated with providing upgrades to communications centers in local communities and resolving critical issues faced by each agency.

This option provides the best opportunity for local agencies to take advantage of technological advances that create better efficiencies for the public safety services provided to their communities and realize future cost savings in operational costs of dispatch centers associated with personnel, technology, maintenance and management. It also provides the best opportunity to maximize grant and other funding opportunities in a cooperative approach to provide the most benefit.

The time for construction and implementation would be dependent upon the establishment of the JPA. RCC provides a timeline of two and a quarter years for completion of this project. The Committee feels this timeline is not realistic, and a more realistic timeline could potentially be approximately five years to build a new county-wide consolidated communications center and attain operational status.

Committee Recommendations

The Consolidated Dispatch Executive Committee was tasked with exploring the feasibility of a consolidated dispatch center for Tulare County agencies. The Committee has met on numerous occasions over the course of the last 2-3 years, has obtained a study prepared by RCC Consultants, has evaluated existing consolidated dispatch centers, and weighed the reality of each agency's challenges as they relate to their respective communications centers. It is the recommendation of this Committee to adopt Option #4 as presented above, a consolidated dispatch center, and to take the next steps towards implementing such a center as proposed in the RCC study.

In order to proceed further, it is necessary for this Committee to receive further direction from its governing bodies. The implementation phase of such a project will require a greater amount of time committed to identifying all of the details associated with establishing a consolidated dispatch center. This phase of such a project would best be handled by an Executive Director of the Consolidated Dispatch Center. The establishment of a Joint Powers Authority is the recommended governance for this undertaking, recommended by the Committee and the RCC report. The establishment of the JPA would provide the necessary commitments from the involved government entities to proceed with finalizing site selection and implementing the necessary steps to identify actual plans and associated costs with the project. This Committee recommends the following steps in order to move in that direction:

1. Establish a Joint Powers Authority (JPA). The JPA's Board should consist of the City Managers and County Administrative Officer of the participating agencies. The governance would act as the authority for purposes of establishing the leadership, decision-making groups, agreements, salaries and benefits, funding and strategic planning for the consolidated dispatch center.
2. Hire an Executive Director – The Board should hire an Executive Director immediately after signing the JPA. The Director should be responsible for coordinating the implementation plan and carrying out the directions of the Board. It will be critical to the long-term success of the organization to bring someone on board that would lead the consolidation. Someone that could be in a “neutral” position, similar to a facilitator, to provide assurance to the stakeholders that everything is being done fairly and on time. Salary and benefits for this position would be determined by the JPA Board and costs divided accordingly using the existing cost sharing formula.

The Director would determine whether a Project Manager needs to be hired and/or use the Committee to further develop a strategy to build the new consolidated communications center. The strategy should address the following:

- Development of Task Teams - The Task Teams should consist of line, supervisory and/or management personnel. The teams could begin to address the issues that were not in the final report. The establishment of the following committees would allow all the stakeholders, including

dispatchers, in on the decision-making process and could comprise of the following groups:

- a. Core Planning Group
 - b. Site Selection Details
 - c. Facility Design
 - d. Financing
 - e. Building & Construction
 - f. Computer Aided Dispatch/Records Management System
 - g. Organization & Staffing
 - h. Technology & Equipment
 - i. Operations Policy & Procedure
 - j. Training Policy & Program
 - k. Revenue
3. Cost Sharing – The Committee recommends using the existing cost sharing formula to distribute associated costs amongst each participating agency.
 4. JPA Structure – The Committee recommends using the Santa Cruz Regional 9-1-1 Administrative Policy/Procedure and Joint Powers Agreement as a guide (*see Appendix B and C*).

CONCLUSION

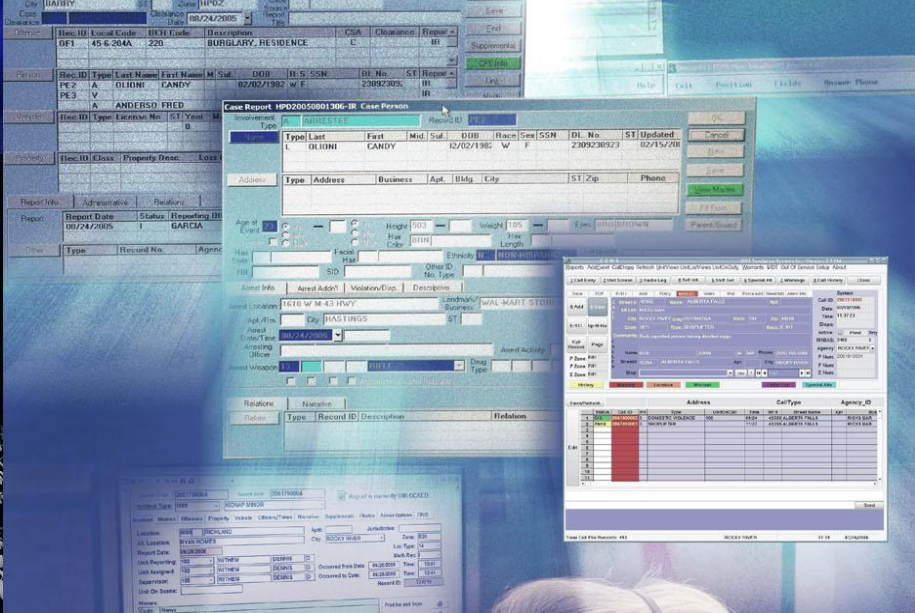
Over the past several years, the County-wide Consolidated Dispatch Committee has studied the topic of dispatch consolidation from economic to operational standpoints. This Committee recognizes that entering into such a venture in current times is not an easy decision. The reality remains that the communication centers of the involved agencies are rapidly approaching critical points in their individual operations related to personnel/staffing costs, technological needs and/or mandates, and serious logistical challenges presented by the location of these centers. Regardless of what plans are implemented to remedy these situations, there will be significant costs associated with those plans. This Committee believes that the recommended option of a consolidated dispatch center is the best opportunity to consolidate in a manner that will make the most fiscally responsible use of available funds and grant opportunities while simultaneously providing for much needed improvements to our communication centers.

Public Safety Answering Points (PSAPs), our communications centers, are a critical and necessary part of the government's ability to provide emergency services to the citizens we serve for every imaginable situation. While there are unavoidable costs associated with implementing this type of project, the consolidated dispatch center will provide for improved services to our communities. It will also provide for more efficient uses of the resources available to our agencies, thus providing a more effective response.

This model has been successfully implemented in a number of communities, most notably Santa Cruz County. Although at the time of this report, not all of the Tulare County public safety agencies are committed to this project, we believe that a consolidated dispatch center is the most responsible means of making necessary improvements and providing effective public safety response both now and well into the future.

Radio interoperability and the capacity for all public safety disciplines to operate as efficiently and seamlessly as possible have been identified as major concerns following national disasters such as 9/11 and Hurricane Katrina. The City of Visalia and County of Tulare are active participants in the Central Planning Area's Radio Interoperability Project that is working diligently to obtain radio interoperability amongst all first responders in the Central Valley and beyond. Dispatch consolidation is another means of building on this concept of interoperability and seamless cooperation amongst government jurisdictions to provide the best service possible and is in line with both State and Federal priorities.

This Committee recognizes the challenges associated with entering into this venture, but we believe that the concept of consolidating services where possible is not only fiscally responsible; it is a representation of responsible government. Consolidating Tulare County dispatch services is our recommendation for attaining the most efficient and effective public safety communications operations for both now and into the future.



TULARE COUNTY

CALIFORNIA

Consolidated Dispatch Final Report
County-wide Consolidated Dispatch Implementation Report,
a Partnership with City of Visalia and Tulare County Agencies
August 2010



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California
Consolidated Dispatch Final Report
County-wide Consolidated Dispatch Implementation Report,
A Partnership with the City of Visalia and Tulare County Agencies

August 2010

Prepared by



RCC Consultants, Inc.

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EXECUTIVE SUMMARY

RCC was commissioned by the City of Visalia on behalf of the public safety agencies of the City, the County of Tulare, the Tulare County Consolidated Ambulance Dispatch (TCCAD), the Tule River Tribal Government Fire Department, and the cities of Exeter, Farmersville, and Woodlake. This study is intended to provide an assessment of the existing public safety dispatch capabilities of this community and to assess and make general recommendation for a new consolidated dispatch facility. It should be noted that the cities of Dinuba, Lindsey, Tulare, Porterville have elected not to participate in this study or a consolidated dispatch solution at this time. This Study has been performed in three distinct phases of work; the first being an initial alignment and data gathering phase in which a general understanding of the initial architecture and operations of public safety services within the County was established and documented. The second phase of work was to meet with the participating agencies, review this understanding and gain more detailed information, as well as, capturing the needs and limitations perceived with their current operations. At the completion of this second phase, RCC conducted a review meeting with the consolidated communications planning committee to discuss our findings and ensure that we had consensus to move forward. Phase three involved the actual definition of requirements and the preparation of the recommendations found in this report.

The key criteria that need to be met in moving towards a new consolidated dispatch approach and facility are three fold;

- 1. Improve day-to-day public safety performance and service to the citizens served.**
- 2. Build a platform that ensures the best possible services well into the future, and**
- 3. Formulate an approach that demonstrates sound fiscal management.**

Dispatch Consolidation

A consolidated approach to public safety dispatch is not a new idea, and has gained in validity over the years following September 11, 2001. The traditional model of public safety receiving and responding to calls for service and coordinating around an incident identified in the field is merging with an emergency management solution that requires strategic planning and tactical management of a large incidence that require coordination between multiple agencies and resources. A consolidated dispatch approach supports this type of operations. Clearly simply providing a consolidated facility is not the answer, this will require the redefinition of operational practices that will ensure effective coordination. The foundation for this new coordinate incident focused approach has been set forth by a 2003 Homeland Security Directive that established the National Incident Management System (NIMS).

The findings of this study ***support the pursuit of a consolidated dispatch facility*** consisting initially of the City of Visalia, Tulare County and the associated stakeholder cities and agencies. It is hoped that as this initiative is moved forward that the cities of Dinuba, Porterville, and Tulare will see the operational and long term economical benefits of consolidation. This recommendation aligns with the findings of this report and the three key criteria.

Governance

RCC as part of its due diligence during Phase II examined existing inter agency agreements and assessed the best possible approach to be considered to oversee and manage the new Consolidated Dispatch Center. There are several approaches that have been used to support multi-agency / municipality common resources. These include;

Strong Agency – This approach abdicates responsibility and resources for stakeholders to one lead entity. While we have seen this used in public safety it seemed to RCC that this was not in keeping with the existing environment in Tulare County.

Communications District – While in principle this approach provides a solution it has significant political overhead and is not as agile in approach to support the needs of public safety.

Joint Powers Authority - Of the approaches considered, **RCC's opinion is that the formation of a Joint Powers Authority (JPA) is the most suitable approach for the new Consolidated Dispatch.** This provides an effective platform to support and respond to public safety needs, and is relatively easy to implement and move forward with. RCC has been involved with several such governance solutions using a JPA here in the State of California including the Los Angeles Regional Interoperable Communications System (LA-RICS). Like in the LA-RICS JPA Charter, the new Consolidated Center JPA will have issues of structure, participation, stakeholder equity, and the need to support adding participant involvement (new agencies) and separation (resigning/unincorporating agencies). The development of a workable JPA charter is the next step and should be in place prior to moving forward with the detailed design, procurement, implementation and commissioning of the new Consolidated Dispatch facility.

Specifically, RCC's recommendation is that the **JPA solicit the participation of the County Board, and the Visalia City Council as active partisans in the JPA management.** The actual makeup of the JPA will be at the discretion of the members and will be reflected in the charter, yet to be created; however, RCC recommends that the City Manager and County Executive Officer be on the Board. The Board will need active participation from the user agencies and we further recommend that the Chief's/Department heads be encouraged to participate on the Board or supporting committees. It is recommended that the JPA formally meet periodically, consistent with the State of California's Brown Act for "open meeting" and transparent governing meetings.

Consolidation Facility Metrics

To best capture and understand the aggregate needs of the participating agencies, RCC gathered data based on existing operation of all stakeholder agencies and defined the current and expected 9-1-1 call load, supporting incident driven radio traffic, and incident associated and unassociated data inquire work load impacts. The data available provided annual totals for 7-Digit Calls, 9-1-1 Calls, CAD Transactions and CLETS Transactions. Lacking detailed hourly transaction data, RCC adjusted this raw data to address the peaked nature of public safety traffic. This involved defining the mean average monthly then adjusting this number for the busiest month of July by increasing the monthly mean average by 15%. This peaked monthly number was then further adjusted for the busy hour (6:00 PM) by dividing the busy month by 24 hours and adjusting this mean average by 25.6% .

Using the busy hour calculations for calls for both 7-Digit and 9-1-1, and applying the average call holding time for each type of call, RCC calculates the offer loads for each type of call. Based on this offered load and expected level of sustainable efficiency, the derived number of call takers needed for each type of call is as follow:

7-Digit	9-1-1
4 Work Positions	3 Work Positions

As for the required number of dispatch positions, the same peaked adjustment has been applied, however, there is a portion of the dispatch calculations that is slightly skewed by the CLETS numbers.¹ The peaked offered dispatched load is derived from Computer Aided Dispatch (CAD) transactions and CLETS activity. RCC’s observed that not all CLETS traffic is incident driven and needs to be adjusted to reflect actual impact on dispatch. For this Report, RCC is counting CLETS traffic load as comparable to CAD, and will be added to CAD number, further an additional 15% will be added to account for multiple CLETS transaction on some incidence. RCC recognizes that dispatch activity is somewhat truncated and layered and, that a sustainable efficiency level is diminished. For our calculations, RCC has used a 70% efficiency factor in our calculations. Given this offer load and defined level of efficiency, the number of dispatch positions required to meet this offered load is:

Dispatch
7 Positions

RCC recognizes that the new dispatch has the option to assign specific functions to dispatch positions to meet operational demands. For purposes of the sizing of the facility and at the direction of the Consolidated Communications Planning Committee, all positions on the new dispatch floor will be equipped dispatch positions so the total number of positions on the new floor will be **14 positions**.

The dispatch floor is sized to support 24 positions to address, projected growth and the potential for other communities within the County joining the JPA in the future.

¹ Not all CLETS activity is incident related and is recognized by RCC in this report. A large number of CLETS transactions are batched and can be carried off line. In the case of the Sheriff’s office these are done on the dispatch floor, while Visalia PD handles this activity through the IT Department off of the dispatch floor. In the interest of using a conservative load analysis RCC has assumed the load will be handled on the dispatch floor.

Consolidated Staffing Metrics

The baseline for the staffing analysis performed in this study is the existing individual agency staffing counts. The participating agencies, at this time are sized as follow:

Existing Agency Staffing Counts	FTE	Sup	PT
Tulare County Sheriff's Office	25		
Tulare County Fire Department	9	1	6
Visalia Police Department	21	1	4
Tulare County Consolidated Ambulance Dispatch	14	2	10
FTE Sub Total	69	4	
Adjusted Part Time Staff County (50%)	5		
Aggregate Staffing	78²		

RCC in developing a staffing plan driven by the statistical call load independent of the existing staffing, and using public safety best practices for defining required Telecommunicator/dispatch staff and supporting supervision, the derived organizational staffing model for the new consolidated center is as follows:

Projected New Center Staffing	FTE	Sup
<i>Executive Director</i>		1
<i>Deputy Director</i>		1
<i>System Analyst</i>		1
Communications Supervisor		5
Telecommunicators / Dispatch	60	
Sub-Total	60	8
New Facility Staffing		68

It should be noted that given the establishment of the new consolidated public safety approach in the County, there are additional technical support positions that are not in the staffing count³.

Consolidated Center Conceptual Design

RCC has taken the data gathered and prepared a conceptual design, it should be noted that this is not an architectural program and is not meant to be represented as such. The intent is to look at required operational space, develop a general footprint for the new facility, assess possible site options, and define a Rough Order of Magnitude (ROM) cost estimate. This report has defined a **13,896 square foot facility**, which is to be built using a berm system to mitigate the threat of flooding associated with sites in the area of the City of Visalia.

The new facility is intended to be of an “essential services” design and in alignment generally with the State of California 1986 Essential Services Buildings Seismic Safety Act. It is intended that the

² Telecommunicators/Dispatch 69 + 4 Supervisors + 5 Adjusted Part Time for a total of 78

³ New positions added to support the new consolidated dispatch facility include the Executive Director, Deputy Director, and a full-time dedicated System Analyst.

facility be capable of sustained **independent operation for a consecutive 72 hours** after a major event.

Another major consideration for the new facility is that the building be designed for a **minimal operational life of 30 years**. Sizing and construction guidelines will be aligned with this 30 year figure.

Spatially, the new facility is defined to accommodate a **consolidated dispatch operation with space for 20 console positions, and initially equipped for 14 console positions on the floor**. All console positions in the new center are to be designed as fully functional as either call-taker or dispatch positions. Further, all positions are to be on the operations floor including 9-1-1 call-takers, administrative call-takers, and dispatchers.

The conceptual design found in this report calls out for a total of 132 rooms that provide for the dispatch, administration, technical support, locker space, kitchen and break areas to support the sustained 72 operations requirement. It is envisioned that the use of portable cost and screened areas would be used to house off duty staff during such an operation.

Another important factor to be considered in defining overall service availability goals and objectives will be the retention of back-up space to be used in the case of loss of the new Consolidated Dispatch Facility. At this time, **RCC's recommends that the County Sheriff Dispatch be considered for this back up support**. RCC's position is that as part of the detailed design that the integration of a County's EOC be considered as a new off-site back-up facility for the new center. It should be noted that the anticipated technical systems architecture will be Internet Protocol (IP) and that it will support flexibility in the location of a back-up center or towards a virtualized back-up solution that could be defined in the future.

Site Considerations

RCC was given initially three sites to be evaluated, over the life of this Project two additional sites were added for consideration. In evaluating these sites several factors were considered, they are:

The five sites that were evaluated as part of this Report are:

1. Oak and Burke
2. Strawberry and 3rd
3. **Race and Burke (The Old CalTrans Site)**
4. Mooney Grove Park
5. 256 Avenue and 140th Road (Adjacent to the County Yard)

For various reasons that are provided in the body of the Report, RCC recommends based on the cursory assessment of space, adjacencies, and services connectivity issue that the **Race and Burke (Old CalTrans Site)** presents the best option for locating the new facility. This site has adequate space, is centrally located, will have no negative impacts to the area, and supports essential service connectivity to outside services. The Mooney Grove Park Site is a strong second choice given the existing radio infrastructure, space and minimal impact, location related to population centers and accessibility to physically diverse services feeds was the only drawback.

Technical System Considerations

As part of this study, RCC assessed the existing technical systems and their suitability for consideration in a new consolidated dispatch environment. The three primary systems considered were the 9-1-1 Telephone System, Computer Aided Dispatch system, and the Radio Systems.

9-1-1 Telephone System – It is RCC’s position that the newly upgraded City of Visalia and County Sheriff’s Positron Viper™ 9-1-1 platforms are supportive of the envisioned new technical systems architecture for the new center. The move towards a Next Generation (NG) Internet Protocol (IP) based solution will be in the best interests of the County. As part of any future detailed design effort, it would be **RCC’s position to migrate to the existing Positron Viper™ systems** to the new facility and configure these systems to support IP based 9-1-1 call delivery.

Computer Aided Dispatch – In our evaluation of the existing CAD systems currently in use, it is RCC’s assessment that they are adequate to meet the existing needs. However, the Visalia CAD system is ageing and due for replacement. RCC has contacted ADSi Systems, the provider of the County’s CAD system, which was updated in 2008 to support multi-agency capabilities. ADSi has existing applications that are comparable in size and operational diversity. The only limitation that RCC has identified is that the ADSi CAD does not support the commercial aspects of Emergency Medical Service (EMS) that is comparable to what is currently in place with the Zoll RescueNet system used by TCCAD. RCC, for purposes of this Report **is recommending that the Project consider moving all operations to the ADSi platform, understanding that there would need to be a modification to the standard ADSi software to support the needs of TCCAD.** The cost for a new CAD replacement would be significant, in excess of \$2,000,000; however, the upgrade of the ADSi platform would be considerably less. There is an element of risk associated with having ADSi provide the commercial EMS functionality, but it is RCC’s position that this is manageable. This issue should be revisited during the detailed design effort.

Radio Systems – RCC is well involved with the County Radio System as part of our work with the Central Valley 7-County Project. It is RCC’s position that the new consolidated dispatch approach for the City of Visalia, County and stakeholder agencies be aligned with the regional radio effort. One of RCC’s considerations in site recommendation was the need to re-home radio service to the selected site. Site 3 (Old CalTrans Site) was selected because it would accommodate this need in the best fashion, however, the Mooney Grove Park Site was a strong second based on the existing Fire and TCCAD usage.

Rough Order of Magnitude Cost for the New Facility (Capital Cost)

RCC is proposing that the cost for the new 14,112 sq ft facility, which includes special civil work to support flood mitigation in the design will cost roughly:

Capital Expenditures	
Facility Cost	
Building	\$3,528,000
Site Prep	\$1,640,405
Sub Total	\$5,168,405
Building Systems	\$1,493,650
Technical Systems	\$1,533,600
Project Overhead	
Architect/Engineering	\$282,240
Contingency	\$529,200
Inflation	\$70,560
Project Management	\$176,400
Sub-Total	\$1,058,400
Total (Two-Story)	\$9,254,055⁴
Total (Single Story)	\$9,010,875

Projected Annual Operating Budget

Based on existing salaried (Visalia/Tulare County) and given the facility defined in this Report the projected annual operating budget for the new facility is **\$4,834,369**. This compared to the current aggregate operating budget for the participating agencies of \$5,586,346 will provide an annual savings of just over \$750 thousand dollars per year.

Path Forward Issues

From RCC's experience with similar projects there are logical next steps that need to be considered, while these activities can overlap to some extent they should be viewed as distinct phases of work and require planning and execution management. These phases are;

1. **Consensus Building and Funding Plan** – It will be critical to continue the current planning under the existing MOUs to define Project Direction and an associated funding plan that will consist of stakeholder contribution, grant funding⁵, etc.
2. **Joint Powers Authority Development** – Working in parallel with the funding plan development the Project Committee will need to draft a JPA charter and be granted approval by the participating stakeholder municipal authorities.
3. **Specification and Procurement** - While ultimately it is RCC's recommendation that the procurement of materials and services be issued under the authority of the new JPA, this work can start almost immediately. It is RCC's recommendation that the specifications be performance based driving the contractors responding to be creative and competitive. Further RCC feels that, the specifications and bid document should be constructed in such a way that individual architectural firms, system integrators, and equipment vendors can bid

⁴ There is a budgetary cost that can be added to support construction of the space in a two-story configuration. \$9,254,055 - \$243,180 the cost for the second floor option

⁵ A distinct opportunity will be presented as the Central Planning Area moved towards a recognized UASI Regional Status. The Project will need to be proactive in gaining Project recognition as this evolved during 2011.

on Project defined segments of the work or in total. RCC feels that the best possible option will be to select a turnkey vendor that will support the building design and technical systems integration.

4. **Detail Design (Programming)** – As part of contract negotiation with a qualified vendor or vendors the actual detail design effort will begin. It is critical that the performance expectations, refined and agreed to specifications for the new facility, be part of the contractual agreement, be clearly stated and that the vendor or vendors define a methodology acceptable to the Project for validating these performance expectations. During the Detailed Design effort it will be critical that the Contract be monitored and that sound project management/project controls discipline and oversight be in place.
5. **Implementation** – As part of a jointly developed implementation plan, the Project and selected vendor(s) will execute the construction of the new facility and associated technical systems. A strong project management approach to this effort is critical to identify and mitigate problems, take advantage of opportunities, and ensure project to plan discipline.
6. **Testing and Commissioning** – Once the facility is in place and beneficial occupancy is granted an important part of any complex project such as this one will be the validation of performance and acceptance of the facility and systems. From RCC's perspective the facility is a system as well and should be treated as such.

RCC sees this Project, tasks 1-6, requiring roughly 24 months to complete.

Conclusions and Recommendations

RCC has evaluated the key aspects of those issues needed to assess the feasibility of moving forward with a new consolidated dispatch facility to serve the City of Visalia, Tulare County and the participating stakeholder agencies. Based on this assessment, RCC has determined the following;

Dispatch Consolidation - RCC recommends that the development of a new consolidate dispatch facility is in the best interest of the City of Visalia, Tulare County and the participating stakeholder communities and agencies.

Building a New Facility – RCC recognizes that the requirement for an essential services type consolidated dispatch center has specific performance requirements, we assessed available existing facility options in the areas and it is RCC recommendation the a new application specific facility be built.

Facility Siting – RCC evaluated 5 possible locations for the new facility and recommends the lot on Race/Burke, the old CalTrans site.

Governance Approach – In assessing the several governance options to oversee the implementation of a new facility and ongoing operation it is RCC recommendation that the Joint Powers Authority makes the most sense. It is critical that the City of Visalia and County have active participation and leadership involvement in the JPA.

Computer Aided Dispatch – A most important technical system in the new facility will be a CAD system that will meet the needs of law enforcement, emergency medical services, and fire. While none of the existing CAD systems will meet this need completely, and RCC considered a

replacement CAD system, under further investigation RCC is recommending that the Sheriff's ADSi Cad is robust enough to meet the multi-agency needs and that it could be modified to support the commercial ambulance needs of TCCAD with expectable risk.

Technical System Architecture – It is RCC's recommendation that the general systems architecture of the new facility technical systems be Internet Protocol (IP) based and support a Next Generation (NG) 9-1-1 approach.

Building Design – RCC recommends that the new facility be of an essential services design and that a flood mitigating foundational berm be provided. The facility needs to be self supporting and meet mission critical performance for a period of 72 hours. The designed for operational life of the facility is for 30 years.

Operational Alignment – To gain the most benefit for the citizens of Tulare County it is important that the operational procedures evolve with the new consolidated approach. RCC recommends that the JPA establish an operations committee to see that a new operations model for consolidated dispatch in the County be created.

It is RCC Consultants opinion based on the findings of this Report that the move to a new consolidated dispatch facility and a consolidated dispatch approach is the correct path forward. Operationally it will place the County in alignment with State and Federal guidelines and direction. It will provide the most effective and responsive coordination around large and transitioning incidence between responding agencies. Also, with the regional radio interoperability initiatives, underway this will complement Tulare County's readiness in having a new consolidated County approach to command and control.

From a technology perspective, a new consolidated center will ensure uniformity in technology platforms, and give a stronger position, through the JPA, in negotiating with vendors for future capabilities and services.

From a fiscal management perspective, the consolidated center provides operational efficiency in management, and line staff requirements that save the participating agencies over the long term. While the initial capital expenditure is significant, the need for upgrading equipment for the various agencies involved will off-set that expense to some extent and the operational cost savings over several years will definitely justify this capital expenditure over time. Another consideration is the ability of this Consolidated Center Project to position the County to seek Federal and State grant funds. RCC recommends that one of the first activities of the new JPA is to develop a funding plan to support the Project. A major component of this plan will need to be an alignment with available grant funding opportunities and the preparation of a grant package profile that demonstrates how Tulare County and the participating stakeholders are moving towards a Federally compliant interoperability plan for consolidated command and control operations.

RCC further feels that as a result of this Report that the advantages defined above will be compelling to the other non-participating agencies in the County, and that the Project needs to reach out once again to these municipalities for participation. RCC is available to assist in this process with developing materials and assisting with a presentation on the advantages to joining the JPA.

PROCESS OVERVIEW

Through a partnership of the City of Visalia and Tulare County Agencies within Tulare County California, the City of Visalia has contracted with RCC to study the potential for a county-wide consolidated communications center consisting of the county Sheriff's office, the City of Visalia, City of Exeter, City of Farmersville, City of Woodlake, Tulare County Central Ambulance Dispatch (TCCAD), and the Tule River Reservation Fire Department. Appendix B of this Report provides a relational diagram of the existing public safety operations within the County. The first phase of this study included a review of a previous GeoComm Corporation study prepared in the year 2006, and an updating of factual information related to current in place technologies, call loading, existing facilities staffing, and potential sites being considered for a new communications center. This phase of the study did not include an analysis of the voice radio systems, except in terms of aligning these radio resources to a new consolidated center. RCC is monitoring the radio aspects of the County through the county's involvement with the Central Valley Radio Project. The consolidated data collected in this phase of the Project, and the observation of RCC staff will lead to findings presented in the next phase of the Project where technical recommendations, staffing recommendations, space planning, and cost estimates will be provided.

Due to the multi-agency nature of this project, a consolidated communications planning committee was established to oversee this process. The members of this committee are:

Anna Smith	Director, TCCAD
Bryan Duffy	Battalion Chief, Tule River Fire
Colleen Mestas	Chief, Visalia PD
Danny Wristen	Battalion Chief, Visalia Fire
Dave Williams	Captain, TCSO
David Singleton	Lieutenant, TCSO
Dexter Valencia	Sr. Comm. Operator, Visalia PD
Gloria House	Comm. Supvsr., Visalia PD
Jay T. Jones	Manager, County IT
Jean Rousseau	CAO, Tulare County
Joe Perez	Chief, Woodlake Fire
Michael Marquez	Lieutenant, Farmersville PD
John Olmos	Sergeant, Farmersville PD
Jose Aguayo	Sergeant, Woodlake PD
Kristin Bennett	Asst. CAO, Tulare County
Mark Nelson	Chief, Visalia Fire
Pat Aldrich	Manager, County Probation
Perry Phipps	Lieutenant, Visalia PD
Randy Smith	DSM, Exeter PD
Rick Haskill	Captain, Visalia PD
Shane Santos	Chief, Tule River Fire
Steve Salomon	City Manager, Visalia
Steve Sunderland	Chief, County Fire
Ted Mendoza	Battalion Chief, County Fire
Veronica McDermott	Manager, Visalia PD

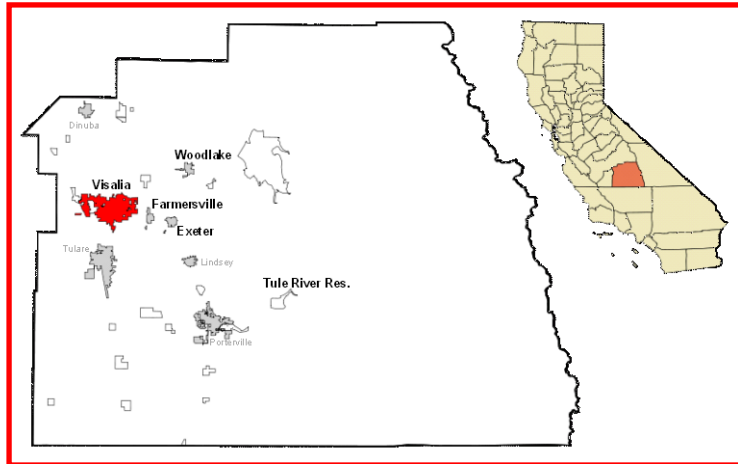
As part of this Project, information gathering during Phase II was gained by both onsite interviews and the completion of survey instruments provided by RCC. The cities and associated agencies involved with this process are listed below:

Exeter

Exeter is located on State Highway 65, 2 miles (3.2 km) south of Highway 198 and 15 miles (24 km) east of Highway 99. The City covers a 2.2 square mile area and has a population of roughly 10,000. Exeter contracts for fire service and maintains a police department, with dispatch service being provided by Tulare County Sheriff's Dispatch.

Farmersville

Farmersville is a community of approximately 10,000 near the City of Visalia. The City covers a 1.9 square mile area. The City has a police department that currently, utilizes a receptionist/dispatch approach during weekdays and day business hours, during the off hours and weekends dispatch is provided by the Tulare County Sheriff's Dispatch. The City contracts with the California Department Forestry (CDF) for fire services.



Tulare County Consolidated Ambulance Dispatch

TCCAD is one of the two designated ambulance dispatch centers in the Central California EMS Region. The center is located in the City of Tulare and serves the Tulare County with centralized medical emergency management and dispatch.

Tulare County

Tulare County is located in the Central Valley, south of Fresno. Sequoia National Park is located in the county, as are part of Kings Canyon National Park, in its northeast corner (shared with Fresno County), and part of Mount Whitney, on its eastern border (shared with Inyo County). The County has a population of roughly 430,000. The county seat is located in the City of Visalia, the largest city in the County. The County covers an area of 4,863 square miles, with a population density of 76 people per square mile. The County maintains a Sheriff's Department and Fire Department, and maintains a 24/7/365 dispatch center, one for each department.

Tule River Fire Department

The Tule River Tribe is located in Tulare County, California. The tribal enrollment today is approximately 850. Their Tribal Council is democratically elected and includes a Chairman, Vice Chairman, Secretary,

and Treasurer and five Council Members. The reservation is southeast of the City of Visalia and northeast of Porterville. The reservation occupies 55,356 acres, with 570 tribal members living on the reservation. The Tribe maintains a volunteer fire department which is participating in this Project and is dispatched by Tulare County Fire.

Visalia

Visalia is the largest city in Tulare County and is the County seat. Visalia has a population of 126,000 and the city covers an area of 26.8 square miles. In 2007, Visalia was named the 3rd fastest growing city in California and 19th fastest growing city in the U.S. Visalia maintains a 24/7/365 dispatch facility that supports both the City's Police and Fire Departments.

Woodlake

Woodlake is located in north central Tulare County and has a population of roughly 7,000. The City covers an area of 2.5 square miles. The community of Woodlake is serviced by its own municipal police department, and contracts with CDF for fire service.

The emphasis placed upon these interviews and surveys was to determine the current levels of technology, staffing and workloads for each independent agency's 9-1-1 call response and associated dispatch and tactical support. RCC would like to extend their sincere thank you to all of the participants for your time and patience during this process. We understand that no one likes to complete surveys, but in this instance we felt strongly that this information required updating from the 2006 report to adequately reflect what is available today when considering consolidation of services.

With regard to the current dispatch facilities within the County, it is apparent there is need to upgrade facilities and technologies and an apparent willingness to do so in a spirit of cooperation. Therefore, RCC undertook an approach to analyzing workloads based upon both observations and reported statistics retrieved from the survey instruments. Some of the participating agencies Exeter, Farmersville, Tule River Reservation Fire, and Woodlake have either transferred dispatching duties to another agency or transferred dispatch responsibilities after 5:00 PM weekdays and throughout the weekends. This leaves four Dispatch centers operating on a 24/7 basis within the County, County Sheriff, the City of Visalia, TCCAD, and County Fire, as summarized on the following page.

Current Stakeholder Dispatch Facilities			
Agency	Staffing	Operations	Response
Tulare County Sheriff's Office	Full Time	24X7X365	Primary
Visalia Police Department	Full Time	24X7X365	Primary
Tulare County Fire Department	Full Time	24X7X365	Secondary
Tulare County Consolidated Ambulance Dispatch	Full Time	24X7X365	Secondary
Farmersville Police Department	Part Time	Weekdays 4PM	Primary
Woodlake Police Department	Part Time	Weekdays 4PM	Primary
Exeter Police Department	Tulare Co SD	N/A	N/A

COMMUNICATIONS - HOURS OF OPERATION

BACKGROUND AND METHODOLOGY APPLIED TO PROJECT

RCC makes use of a proven and well established approach in the development of our systems analysis effort. We feel the best approach involves a baseline of the existing operation and technical systems, quantifying both operational and systems performance through a quantitative metrics approach, and using “best current practices” as a bench mark standard. RCC understands that each application is different and that they present both challenges and opportunities in our design direction and recommendations to our clients.

The focus of the Tulare County Consolidated Communications Study is to improve service to the citizens of the participating agencies through optimizing overall public safety performance. Key in this initiative is the consolidation of the public safety, emergency response command and control. It is understood that county-wide command and control capability will ensure effective operational efficiency through an incident focused command structure, effective interoperability between responding public safety agencies, and the most cost effective and efficient use of available resources.

CONSOLIDATION

In achieving the ideal balance between mission-critical operational efficiency and effectiveness, and ensuring the best use of limited funding, many public safety agencies are turning to a consolidated county and/or regional approach to command and control. In the past the luxury of a dedicated public safety command structure at the individual agency level was a workable solution. In recent years, and particularly after the lessons learned following 9/11, it has become evident that effective response to a major incident requires comprehensive interoperability between responding agencies and that this must start with command and control. The need for broader coordinated public safety response for larger incidents that require a centralized dispatch, resource coordination, and tactical decision processing is the new model for effective public safety services, thus becoming a synthesis between traditional public safety and emergency management roles.

The steps involved in defining collocation and moving towards effective consolidations of public safety operations is not an easy process. This requires the cooperation of all involved stakeholders, the development of new operational paradigms, the fostering of a new consolidated operational culture, and the adoption of a new and equitable governance structure. RCC was tasked with assessing the capabilities and capacity for supporting a move towards a public safety consolidated approach for the County. To accomplish this RCC met with the various stakeholder agencies within the County, we assessed the operations of each of the major dispatch facilities in the County and gathered as much data as possible on call loading and other activities within each center.

Clearly, RCC feels there is a compelling case for public safety consolidation within the County. Over the long run there will be improved incident and resource management, we feel this approach is also consistent with Federal and State public safety trends, and finally, we see significant economic benefit in both securing future funding and in long term operational efficiencies.

The issue at hand is which approach should be taken and how to best overcome those inherent impediments to creating a consolidated public safety platform.

Consolidation is more than just brick and mortar; it is a cultural and organizational challenge. RCC recognizes these cultural and organizational issues and their interdependency in ensuring a successful public safety consolidated solution. While the public safety community is singularly focused on serving and protecting the public, each agency has its own approach to meeting this goal. One critical component is the development of a new consolidated strategic plan. Ultimately, consolidation is a failure unless it is perceived as improving service and gaining the confidence of the served public. The development of new comprehensive operational policies and procedures is fundamental to the success of any consolidated approach. Maintaining accountability and quality standards that are measurable and quantifiable, and that reward and recognize exemplary service are key to building a consolidated culture focused on success. RCC recognizes that public safety professionals are, by their nature, service focused and will do all they possibly can to serve. Technical systems should not limit this service but rather enable it; to this end having technical systems that are flexible and responsive is of great importance. Finally, consolidation must lend itself to long term efficiency and cost containment. Each of these components complements the other in an effective consolidation solution.

In the eyes of the citizen, the efficiency of a public safety agency is often measured by the timely response and the rapid conclusion that agency brings to reported incidents. How well incoming calls to the emergency communications center are processed often determines the speed of the response to calls for assistance, and ultimately successful in terms of a reduction in property damage and/or lives saved. Delays in the processing of emergency calls for service can often lead to excessive criticism, especially in instances that have a propensity for being high public profile incidents. Additionally, the 9-1-1 Public Safety Answering Point (PSAP) serves as the life line for first responders, providing information, assistance and dispatching support for police and fire and back-up for a broad range of incidents, from the trivial and routine to life or death situations (and, unfortunately all too often, these are not easily distinguished at the PSAP).

Public Safety and other civil authorities also face the difficult task of balancing optimized performance in mission critical, life saving applications with sound fiscal management. An overabundance of communications and/or human resources in a PSAP provides only ephemeral, not real value, and can divert precious, limited resources from other critical needs in the face of restricted budgets. As state and local governments continue the struggle with shrinking revenues and expanding needs, governmental managers continually look for ways to achieve improvements in the quality of services being delivered while reducing the cost of performance. Thus it is imperative that PSAPs be provided with sufficient, but not wasted resources to accomplish their critical missions.

To achieve these sometimes opposed objectives, many state and local governments throughout the United States have successfully consolidated 9-1-1 call-taking and dispatch services for municipal law enforcement, fire service, and emergency medical services. But the decision to consolidate is difficult and often comes at a cost to those that must make the decision to consolidate and those whose professional lives will be impacted by that consolidation.

In these cases, another aspect of public safety communications that requires a balance is the weight given to a model of a localized PSAP operation—one that is integral with law enforcement or fire department, as opposed to the concept of a consolidated operation serving several different jurisdictions and agencies.

Each approach has validity depending upon the operating context in which it will exist. Some smaller departments favor maintaining their own small one or two position operation because they employ the staff for other functions, thereby achieving some general operating economies by fully loading a number of ancillary duties on the staff. However, such an approach may be fairly questioned on a number of grounds: does the lack of dedicated resources compromise the quality of E9-1-1 services in direct or indirect ways, or does a proliferation of small PSAPs raise the overall cost of providing E9-1-1 services.

The methodology of our agreed Scope of Work called for working directly with public safety officials within the County by means of personal interviews, the collection of survey/facility profile information, and conducting onsite reviews of the PSAPs in question. Such an analysis entails a review of a number of aspects of performance as well as internal and external metrics related to that performance.

Internal components of the overall operation include:

- The communications center dynamics or workload;
- Physical environment or the spaces required to support both current and consolidated operations;
- Telecommunications (CAD, Mobile Data, etc.) systems and interfaces;
- Recovery plans to assure continued emergency operation during emergency situations.

External aspects include:

- Administration of the center to meet user needs;
- The culture; and, a best in class review.
- Interaction with the existing or a newly defined Emergency Operation Center (EOC)

Since the inception of the Project, our consultants have been involved in a wide variety of data collection and analytical activities necessary to the development of this report. These efforts included:

- Conducting on-site interviews of PSAP/Communications Center managers to develop an understanding of the staffing and operations of the subject PSAPs municipal executives, and heads of departments from the public safety agencies. We interviewed these principals in order to gain insight into their perceptions of consolidation and to benefit from their guidance in what they saw as drivers of consolidation and obstacles to consolidation.

- Observing activities within each of the PSAPs so as to ensure the validity of our initial understanding of the processes used to receive, process, and dispatch 9-1-1 calls, and in order to evaluate facility requirements for a consolidated center.
- Conducting a variety of data collections activities designed to document the workloads, service levels and procedures currently in place in each of the existing PSAPs.

Consolidation Concepts

Before we go into the detailed discussion of our methods and findings, it would be appropriate to discuss the subject of consolidation as it is generally considered and implemented in the public safety industry.

Does Consolidation Make Sense?

There are those who strongly believe that consolidation would have a profound negative effect on the collegial relationships forged between communications personnel and emergency responders in the community, while others are convinced that their operational environment is so unique that it could not be taken over by a consolidated communications center. The optimistic side of the consolidation argument perceives consolidation presents opportunities to improve both the emergency response process and the degree of interoperability among emergency responders countywide.

Consolidation: A Challenge to Make Things Better

Consolidating public safety communications centers in Tulare County would create the opportunity to act more strategically to achieve important new benefits that probably cannot be achieved without consolidation. Such benefits would include:

- **Single Comprehensive Strategy for Public Safety Communications** - Consolidated public safety communications, including Public Safety Answering Points and dispatch services, will make it possible to develop, articulate, implement, and measure the results of a single comprehensive communications strategy to guide municipalities and public safety agencies in the County and will provide direction and define priorities.

Implementing a single plan promotes efficiency by eliminating the need to coordinate multiple plans. A countywide strategy will be more effective in improving communications interoperability. It has become apparent that the public safety community requires interoperable communications, that is to say, the ability to communicate and share information as authorized when it is needed, where it is needed, and in a mode or form that allows the participating agencies to effectively use it (SAFECOM Program). A single plan makes it possible for elected officials and public safety leaders to articulate a clear vision to the public and emergency responders, rather than spending their time explaining and defending why their municipality or department did something differently than another department.

The agencies' common strategy can be implemented and supported through a single budget. In the current environment, the county and cities support separate communications center

budgets within the greater law enforcement budget that balances the competing demands of their own constituents and revenues; but are not coordinated or balanced by the governing bodies between their jurisdictions. As a result, public resources are not applied as effectively as they could be.

- **Maintaining Public Confidence and Support** - As states continue their struggle with diminishing revenues, the ripple effect is felt at the local level where citizens demand accountability on the part of elected officials and for government services that have a direct impact on their lives, which must be provided for the lowest possible taxes.

The public now expects, and even demands, seamless telephone access to emergency services and the rapid response of properly trained and equipped emergency responders. They have proven their willingness to support public safety initiatives if they believe that their governmental leaders are taking forceful steps to improve long-term efficiencies and effectiveness of the service. Tulare County is ahead of the curve in proactively moving towards consolidation and improved operational effectiveness and efficiencies.

- **Improving Operational Policies and Practices** – Below the comprehensive strategy level, communications center personnel interact with citizens on a minute to minute basis. They are guided and trained to operate according to departmental policies and practices. These policies and practices inevitably vary among the communications centers. Some are the result of very specific requirements unique to the department, but many are common to the job of receiving calls from citizens through the dispatching of emergency responders. Consolidation will reduce the variation and improve public understanding and support.
- **Accountability and Quality** – A consolidated communications center operating under a single comprehensive strategy will demonstrate a culture of caring toward the citizens and emergency responders it serves and can, therefore, be held accountable to a single set of core performance measures. Responsibility for the center’s performance and its results is more clearly in the hands of the governing body, which is accountable to the citizens, municipal elected officials, and public safety leaders.
- **Technical Systems Flexibility** – A consolidated communications center, implementing a single communications strategy that includes a comprehensive plan for deploying and maintaining voice and data systems can improve services to the citizens and help ensure the safety of emergency responders.

Reports of poor interoperability and inadequate communications systems following the September 11, 2001 terrorist attacks are nothing new to the emergency responder community. Public safety agencies throughout the United States have long complained of inadequate and unreliable voice and data communications systems. Many after-action reports prior to 9/11 provided evidence of the difficulties in communication and in the performance of mission critical duties resulting from inadequate communications. Heightened awareness of the problems following 9/11, combined with technological advances, has been a catalyst for positive changes over the ensuing years.

The traditional boundaries separating wireless voice communications, wire line communications, information processing, computing systems, and television have all but disappeared today. This convergence of traditional voice, video and data is occurring as a result of rapid technological development and expansion of electronic and semiconductor technologies. This relentless pace of technological change is now an essential part of public safety, and it has profound ramifications for governments and public safety agencies.

- **Long-Term Efficiency and Cost Containment** – Consolidation creates obvious opportunities to contain internal overhead charges now paid to separate governments for accounting, finance, legal and auditing services, insurance and risk management, human resources management, and data systems support. Additionally, there are also opportunities to contain capital costs for technology systems such as procuring and maintaining two separate E9-1-1 systems, fiscal plants, and IT systems and telecommunications equipment.

Consolidating communications center under a joint powers agreement or other similar authority would likely provide significant relief to the general funds of the participating jurisdictions.

There have been relatively few case studies that examine the long-term costs and efficiencies after consolidating public safety communications centers. While some consolidations have resulted in long-term costs savings, there have also been a number of jurisdictions that have considered and rejected consolidation, in part, because they were not satisfied they could achieve long term cost savings or because they concluded that cost would be higher because of the need increase staff to overcome severe shortages or to make adjustments in salaries and benefits of staff being incorporated into the consolidated center.

Consolidation can have a positive impact in each of these areas. Implementing a single strategy for consolidating communications will provide the means for implementing a single comprehensive compensation package, and the opportunity for gaining valuable experience and maintaining core competencies through a single training program.

Forms of Consolidation

Municipalities across the United States have employed a mix of measures to consolidate public safety communications centers. Approaches have ranged from improving coordination amongst centers within the municipality to complete amalgamation of independent centers into a single entity serving multiple municipalities.

As discussed earlier, any plan to consolidate should be predicated upon two fundamental concepts. First, consolidation of public safety communications centers should improve the efficiency of receiving emergency calls from the public and the dispatching of appropriate First Responders. Secondly, the consolidation of independent communications centers should result in the most efficient use of public funds.

Several organizational structures exist that can achieve these concepts, to varying degrees. A successful consolidation should not be based solely on an arbitrary formulaic methodology. As has

been stressed throughout this report, consolidation creates an opportunity to develop a single comprehensive consolidation strategy. How it is organized ultimately depends upon the wishes of the local governing bodies, public safety officials, and the department chiefs who comprise the most concerned constituency. There are three (3) options offered for consideration:

- **Improved Coordination** – In this organizational configuration, each independent public safety communications center retains their independence but enter into a formal agreement to coordinate salaries and benefits, employment qualifications, policies, performance standards, and training.
- **Consolidate Only Call Taking, but Retain Independent Dispatch** – In this organizational configuration, the 9-1-1 call-taking function would be consolidated into a single stand-alone PSAP serving both entities. All 9-1-1 (wire line and wireless) calls originating in Tulare County would be received in the consolidated PSAP. From there, the most efficient way to transfer calls would be via the computer-aided-dispatch system. Call-takers in the PSAP would interrogate the callers and complete a CAD incident. The call would then be transferred to the appropriate communications center for dispatch. An alternative would be the use of a one-button transfer of the caller from the PSAP to the appropriate communications center.
- **Full Consolidation into one PSAP** – In this configuration, both PSAPs would be consolidated into a single facility and under central management. A single consolidated center will require either a purpose built facility or the acquisition of commercial leased space that can be up-fitted to meet the specialized needs of a public safety communications center. Comprehensive contingency and disaster recovery plans are an essential element of a consolidated communications center.

Overcoming Obstacles to Consolidation

Consolidating PSAPs in Tulare County will involve addressing political, legal, and financial issues at the governmental level and complex operational issues at the public safety agency level. A successful consolidation will require focused leadership, the involvement of public safety personnel, public involvement, and governmental resources. This period of hard work will likely be followed by several more years of patient adjustment and adaptive management to work through the process of change and the headaches attendant to the process. Those who have gone before you will warn that this work is not for the faint-hearted.

The Challenges of Consolidation Include:

Experience has shown that the anxieties associated with consolidating operations generally manifest themselves in the following ways. The Consolidation Committee should be aware of what these might be and prepare to deal with them.

- **Dealing with Barriers to Cooperating (Local Control and Identity):**

Public safety organizations (law enforcement, fire service and EMS) tend to have strong organizational cultures, more deeply rooted than any other. There tends to be a well organized set of beliefs, values, assumptions, and practices embraced by members of the

organization that result in a strong cultural value – solidarity among its members. Emergency responders across all of the public safety services operate in a hostile and unpredictable environment. This solidarity offers the comfort of knowing that their colleagues will pull their own weight and that they will back-up and assist their colleagues when confronted with external threats.

Consolidation threatens these powerful beliefs. Such dramatic change, when viewed through the lens of these organizations, is perceived as losing control over the service. They view the loss of control with considerable skepticism because they feel they will not have a voice in how the center services their organization.

In many respects, consolidation will be viewed by most as the “new guy.” It is almost universally understood within public safety that the “new guys” must prove themselves before they are trusted as part of the group. Establishing a governance structure that is responsive to the needs and desires of the local governments and public safety agencies is critical to the process. Building a departmental culture that is also responsive to the needs and desires of law enforcement, fire service and EMS is just as critical to the success of the consolidation process. Attention to these needs and desires of constituent agencies must begin in the earliest planning stages and must be regularly communicated.

A well thought out consolidation plan must address these inherent barriers to cooperating first, before true consolidation of public safety communications centers can occur. Generally, where consolidation of public safety communications centers has been successful, local officials have identified the underlying problems and found solutions to them. This was the result of ensuring good communications with stakeholders through regular meetings where they were able to develop an understanding of each other’s needs and problems. In doing so, they found common areas where cooperation between governments and public safety agencies benefited all the parties involved.

➤ **Establishing Equity Among Participating Municipalities:**

A comprehensive consolidation strategy should be developed that takes into account both the documented need for services (e.g. 9-1-1 call volumes, and radio dispatch requirements) and the local demand for service (what is needed to provide the expected level of service to the organization).

The strategy will need to be supported by a strong public outreach effort including community and neighborhood meetings, focus groups, polls, and public hearings.

➤ **Human Resources Requirements:**

All current PSAP employees are key stakeholders and valuable resources in the consolidation discussion. Clearly they will bring legitimate concerns about their personal futures and the roles they will play in a consolidated center. Beyond their personal concerns, they are professionals with expertise that can help ensure a successful transition to a consolidated communications center.

➤ **Responsiveness to Constituent Needs:**

Constituent agencies will, as discussed previously, tend to feel that a consolidated center will be larger and less responsive to their needs. There is also some risk that the public will express the same or similar feelings. Those feelings must be acknowledged.

A successful consolidated center will create a customer service oriented culture. The customers will be the public safety agencies the center serves and the citizens and visitors of Tulare County.

➤ **Transition Planning:**

Some, perhaps most, municipalities that have formed consolidated communications centers only to see them fail, failed to adequately plan for the transition. Inadequate planning will only lead to unforeseen conflicts and costs. The result, at best, will be an inefficient operation that is in constant conflict with its constituent agencies, or result in a complete failure and break apart into individual components.

GOVERNANCE MODELS

It is important to define the appropriate organizational structure for governing a new consolidated call center solution. It is critical to consider a governance approach that is workable, equitable, and flexible to support functional needs over time. The ultimate approach needs to recognize the dynamics of the stakeholder agencies, and ensure a balance between control and accommodation for all the member agencies. But before you can do that you have to define your ultimate governance model at a higher level. You need to consider what types of decisions your governance bodies will be called upon to make, as well as the policies and standards they'll be establishing. There are three general governance models that should be considered, however, it is possible to consider a hybrid approach that may take components of each of these approaches. The general governance models considered are:

- Strong Agency
- Joint Powers
- Communications District

These governance approaches have been used in public safety in many applications throughout the Country. RCC has reviewed many of the interagency agreements used in the County over the years, most of these are in the form of Memorandums of Understanding (MOUs). In RCC's experience in larger multi-agency applications, the use of MOU is a good first step. The MOU will allow for progress and maintain momentum as the final governance approach evolves; it also gives structure during the evolution of the final governance approach.

The following is a description of the three public safety governance approaches to be considered.

Strong Agency

“Strong Agency” forms of communications generally take the form of a predominately large agency accepting the leadership role of providing base infrastructure and service by the subscriber. In almost all occurrences of a strong agency based system the lead agency has a need to communicate across a large geographic area such as a county or region. The general philosophy is to offset some costs by charging for resources with subscribing agencies either by a fixed price or some form of “per call for service”.

To be successful, the strong agency must have a mission and vision that is liberal enough to encompass the needs of the agencies they seek to contract with. Where a strong agency seeks to provide full service end-to-end communication services, the normal course of events leads to an advisory group composed of all contracting agencies acting as an advisor to the lead agency in matters of policy and procedure.

Of all options, being presented this option is most likely to receive the least enthusiastic approval of the contracting agencies. The political reality is there is some risk involved in consolidating either technology or services when a single strong agency is involved. Because the role of the contracting agency is “advisory” in nature, limits to guaranteeing expectations are diminished. On the positive side, contracting agencies usually gain a favorable cost-to-service ratio due to the strong agencies requirement to improve regardless of outside participation.

Joint Powers

“Joint Power Agency” (JPA) allows a more level playing field (politically) than does the Strong Agency. California statute appears to allow for the formation of JPAs where mutual needs are met among several governmental entities. With the formation of a JPA, the stakeholders within Tulare County can provide for adequate levels of communication ability and infrastructure while protecting the day-to-day operations of their agency.

Dependent upon the Articles of Authority, a JPA could be built allowing full consolidation of all existing Emergency Communications Centers in the county or simply state how existing resources will be shared. Establishing full consolidation under a JPA will be a large complex transition, but with clearly stated goals and expectations could well meet the needs of the member agencies well into the future. On a different scale and arguably much easier to consummate, the sharing of existing systems among the various Emergency Communications Centers within the county could accomplish a majority of inter-operational considerations while leaving the politics of consolidating physical centers for some time in the future.

JPA's enjoy popularity because of the pluralism they present. Costs are generally assigned to some measure of work unit and the level of technology deployment. Beyond the obvious budgetary issues is the increased authority each participating agency enjoys. When a JPA is properly structured, the advantage does not fall to one or any group of agencies. The elected board serves at the proxy of the involved agencies, and no one person or position can dominate to the exclusion of any other agency. In this light, a well-established JPA is looked upon as a major benefit to all agencies while leveling the benefits to each.

Communications District

Creation of a Special Taxing District to provide full service communications may be the best overall solution but has some serious barriers to success. Creation of a Special District is performed under the authority of California statute and the County Board of Commissioners. Presumably countywide, a Special Communications District (SCD) would have elected officials from across the county. The district would be enabled and funded by property tax voted by the residents of county.

As envisioned by RCC, this district would have full responsibility for delivering communications services, including technological infrastructure, to the emergency services of the county. Under such a district, no agency would “own” their equipment, staff, or facility. Rather, the district, operating under voter mandate, would acquire and distribute communications equipment and facility sufficient to meet user expectations. All issues of choice of technology, staffing, facility and operations would fall under the district and the management structure developed by the elected board. Like the JPA, RCC recognizes the benefit of having the elected board receive direct input from the user base regarding operational policies and procedures.

As beneficial a special district may be, RCC recognizes the inherent difficulty in pursuing this course of action. Voters will be required to vote enabling taxes for district funding. The ability to develop public consensus is essential to success. Another primary barrier exists in the political will of the elected officials to suggest such an endeavor. Issues outside of this report may preclude the decision to offer the electorate an opportunity to vote this issue.

Having said this, the concept of a special district could be held to a future where the negative factors currently involved would be replaced with a more favorable set of conditions allowing greater voter acceptance.

Conclusions

RCC’s perspective is that the development of the new consolidated dispatch facility will be an evolutionary process and based on past experience, the existing MOU will be the vehicle that will support the call center consolidation effort through the design definition and detailed specification development process. What will need to transpire in parallel to this effort will be the definition of the new governance approach which will supersede the MOU.

At this time, RCC’s position is that the most favorable approach will be the development of a Joint Powers Authority. The frame work for a JPA would conform to the structure defined below. It will also involve defining a contribution model that provides for equitable contribution for both large and small agency stakeholders. RCC has been involved in the development of several JPA governing documents.

Based upon the review by RCC of the data presented and gathered within this report, it is recommended that the participating first responder agencies within Tulare County move forward with the consolidated dispatch initiative. Assuming the stakeholders elect to advance to the next phase of this effort, it will be nessessary that a consolidated project governance approach be put in place to put forth and carry out this Project.

RECOMMENDED JOINT POWERS AUTHORITY STRUCTURE

RCC recommends the establishment of a Joint Powers Authority to lead the consolidation process and administer the subsequent emergency communications center. California statute allows for such agreements within GOVERNMENT CODE SECTION 6500-6536 (copy attached as Appendix 'A'). During the process of interviews it was noted that one example of a successful JPA for joint communications exists within the county of Santa Cruz. RCC would encourage the consolidation committee to request a copy of this charter for their consideration as a model from which a custom tailored Tulare County specific document could be forged.

RCC believes that the next major step forward in realizing a new consolidated dispatch for Tulare County will be the creating of a Joint Powers Authority. RCC's recommendations are that this JPA be lead by and have the active participation of both the City of Visalia City Council and the Tulare County Board. RCC has actively supported client in the move from existing Memorandums of Understanding (MOU) to the creation of working JPA charters. Critical aspects that need to be imbedded in such a charter are;

- Membership Definition
- Organizational Structure
- Appointments
- Responsibilities
- Meeting Structure (Brown Act California Government Code 54950)
- Definition of Officers, Employees, and Advisory Committees
- Powers
- Contributions, Accounts and Reporting, Funding
- Withdrawal and Termination
- And General Processes, such as; Notifications, Amendments, Addition of Members, etc.

RCC was actively involved in the creation of and formalization the Los Angeles Regional Interoperable Communications System (LA-RICS) JPA and we have provided a copy of the LA-RICS Charter, see Appendix "D".

Financial Committee

This committee will be critical in defining the fiscal direction for the JPA and the realization of a new consolidated dispatch facility and structure in the future. This committee will need to define early on in the process the creation of a Project Plan, Schedule, Equity Contribution Accounting, and the development of Technical Specifications (and refined cost estimate). Once this is in place the Financial Committee will report to the Executive Committee regularly to ensure financial alignment to the Project Plan.

Initially, the formulation of the JPA will require voluntary contribution of time, space and services by the JPA membership; however, one of the early committees that need to be in place will be the

Financial Committee. In addition to the Financial Committee there will need to be a Technical Committee and Operations Committee.

Technical Committee

The Technical Committee will report to the Board of Directors of technical issues and will be the focal point for design refinement, interface with vendors, and development of the technical specifications and bid documents in the future.

Operations Committee

This committee should be comprised of the representatives from the stakeholder community representing law enforcement, fire protection and emergency medical services.

The charge of this committee would be Operational Policies & Procedures as they relate to processing 9-1-1 calls and dispatching of the various agencies within the Authority. They work directly with the center Director on day-to-day policies, procedure issues and serve as the conduit to the Board of Directors on major policy issues.

One of the advantages of creating a JPA and a consolidated structure for public safety dispatch in the County is that it opens up opportunities to secure additional funding to support the effort. An important responsibility for the Financial Committee will be the identification of contributory funding sources such as grants. One of the key issues in moving forward with this initiative is to define a budgetary path forward and funding sources.

SIZING METRICS

In the RCC methodology, we focus on a number of performance metrics that model specific call center processes, defined measurable parameters, and define targeted levels of performance. We believe that constant monitoring of communications center dynamics is the best indicator of performance and that a decrease in performance is a true sign of the need for additional staff regardless of timeline. To this end, regardless of any decision to consolidate or not, RCC recommends that the following metrics be monitored as part of a continuous analysis of communications center dynamics. Each metric contains a description and suggested methods of data capture, frequency of analysis, and the metric's goal, which can be used as a framework for a continuous process analysis.

Minimum Staffing Adherence (Minimum Staffing Levels) – This is the measure of the appropriate number of personnel in their seats performing their assigned activities. Calculated as a percentage equal to the actual time the position is active and performing its duties divided by the total time the position is scheduled to be active.

Data Capture and Reporting Methodologies – Data reporting call-taker adherence to PSAP standards may be obtained from statistical analysis packages offered by telephone equipment vendors. Depending upon the availability of automated management systems, adherence of radio positions can be captured by electronic systems or by manually maintained schedules.

Adherence should be tracked daily and reported on a monthly basis.

Suggested Goal – *Minimum staffing adherence should be 95% or better.*

Average Dispatch Delay Time – The dispatch delay is the sum of the time, in minutes, from the entry of the call (first ring) into the communications center until emergency responses are dispatched.

Data Capture and Reporting Methodologies – Data can be obtained from 9-1-1 telephone system statistical analysis packages or the computer aided dispatch system, if the CAD captures this data. The average dispatch delay should be monitored weekly and reported monthly.

Suggested Goal – *The average dispatch delay will depend upon the type of call entering the communications center. Best practices indicate that calls with a high risk to life and property should be processed and dispatched in not more than 90 seconds.*

Call Hold Time – The amount of time that a call is keeping a line busy. Statistically the Average Call Holding Time is the mean average of all calls over a specified period.

Data Capture and Reporting Methodologies – The 9-1-1 telephone system’s statistical analysis package should include this capability. This metric should be tracked daily and reported monthly.

Suggested Goal – *Standards do not exist. 9-1-1 system statistical reporting packages provide accurate reporting of these data. Trends should be established and monitored based on the actual data.*

Average Number of Rings – This is the average number of rings a 9-1-1 caller hears before the call is answered by a call-taker.

Data Capture and Reporting Methodologies – This feature may be provided by the 9-1-1 service provider (Telephone Company) or may be a feature of the 9-1-1 telephone equipment. It should be tracked daily and reported monthly.

In North America a standard ring cycle is 6 seconds; 2 seconds on and 4 seconds off).

Suggested Goal - *The most commonly recognized industry standard is that all calls should be answered in not more than 10 seconds during the busy hour, or no more than 2 rings*

Average Queue Time – This is the average number of seconds a 9-1-1 caller spends waiting for a call-taker to answer the call when placed in queue.

Data Capture and Reporting Methodologies – Data is provided by the 9-1-1 telephone system statistical analysis package and should be tracked daily and reported monthly.

Suggested Goal – *There is no specific industry standard pertaining to this metric. Conventional wisdom would suggest that if the communications center were properly staffed to handle the projected workload, few calls outside the busiest hour would ever be placed in the busy queue. Even the best planning cannot predict the unforeseen catastrophic event that creates higher than normal demand and reality teaches us that unforeseen staffing shortages will occur despite the best intentions. It is RCC’s suggestion that the communications center establish a specific policy with regard to queue time,*

which establishes acceptable limits on the number of calls going into queue and the length of time the caller is in queue.

Average Call-Taker Occupied Time – The total number of seconds the call-taker was in the process of answering, collecting pertinent data, providing pre-arrival medical instructions, and transmitting the call to the appropriate radio dispatch position.

Data Capture and Reporting Methodologies – Average Caller Occupied Time is gathered and reported by the 9-1-1 telephone equipment statistical analysis package and computer aided dispatch systems. Caller occupied times should be tracked daily and reported monthly. Occupied time should be categorized according to call priorities established within the center, doing so will provide a more accurate indication of call-taker utilization and will be a more powerful management tool.

Suggested Goal – Since the occupied time of the call-taker is a component of the overall dispatch delay, occupied times should be evaluated as part of the overall dispatch delay. As a component of the delay, the call should pass through the call-taker to the radio dispatcher in 60 seconds or less. The remaining occupied call-taker time becomes a function of the type of call and plays a key role in determining the proper number of call-takers necessary to answer incoming calls.

Calls per Hour – This is the actual number of calls entering the communications center and recorded by hour of day and day of week.

Data Capture and Reporting Methodologies – Calls per hour may be gathered from the statistical analysis packages provided by the 9-1-1 telephone equipment vendor or some third party vendor application. Calls per hour have a direct correlation to the number of call takers necessary to process incoming calls. Calls per hour should be captured on an hourly basis and reported on a monthly basis.

Suggested Goal - The calls per hour metric depends substantially upon the nature of the calls entering the center and how long it takes to process each type of call. Generally, each call-taker will have an effective available time of approximately forty-nine minutes per hour or less, depending upon utilization factors seen in the center. The goal should be to staff enough call takers to manage the number of calls per hour within acceptable time limits.

Percent Abandoned – An abandoned call is any call that gets connected to the communications center but is disconnected by the caller before reaching a call-taker. The abandon rate is the percent of calls that are abandoned compared to all calls received.

Data Capture and Reporting Methodologies – Abandon rates can be provided by the 9-1-1 service provider, 9-1-1 telephone equipment statistical analysis package or third party call center management software. Abandon rates should be tracked daily and reported monthly.

Suggested Goal – There are no established goals for abandon rate. Abandon rates are obviously an indication of insufficient call takers and signal prolonged dispatch delays. A suggested goal fitting for public safety might be that the abandoned call rate should be no more than 3% of the busy hour calls.

This would result in a grade of service (GOS) of P.01, or no more than one call in one hundred calls during the busiest hour.

Percent Personnel Utilization – This is how many minutes a call taker is logged on and accepting calls or a dispatcher is at the radio position performing his or her duties divided by the total minutes of the shift.

Data Capture and Reporting Methodologies – Data to track this metric will likely not come from a single source. The 9-1-1 statistical analysis package can provide data for call-takers; the CAD system may provide data for both call takers and dispatchers. The use of some third party call center monitoring software may provide a means of tracking all staff. This metric should be tracked on a daily basis and reported monthly.

Suggested Goal – *This metric will vary considerably depending upon staffing levels, but the utilization goal often used is 82%.*

Percent Blocked Calls – This is the number of callers who received a busy signal and hence could not get through to a call taker.

Data Capture and Reporting Methodologies – This data most likely will be available from the 9-1-1 Service Provider. This metric should be monitored daily and reported monthly.

Suggested Goal – *The industry standard for blocked calls or Grade of Service is no more than one call in one hundred calls during the busiest hour or a GOS of P.01.*

Percent of Calls Placed in Busy Queue – This is simply the number of calls placed in the busy queue divided by the total of all incoming calls to the communications center.

Data Capture and Reporting Methodologies – The data for this metric is obtained from the 9-1-1 statistical analysis package. This should be monitored on a daily basis and reported monthly.

Suggested Goal – *There is no set public safety standard for this metric. However, It is RCC's recommendation that no more than 10% of the incoming busy hour calls be delayed more than 10 seconds.*

Percent of Calls Transferred – This is the percent of all incoming 9-1-1 calls transferred from the communications center to another communications center.

Data Capture and Reporting Methodologies – The data for this metric can be obtained from the 9-1-1 statistical analysis package. This should be monitored monthly and reported monthly.

Suggested Goal – *There is no specific goal for this metric.*

Total Calls Offered – This is the sum of all calls coming into the communications center, including 9-1-1, other emergency lines, and administrative lines.

Data Capture and Reporting Methodologies – This metric is captured by the 9-1-1 statistical analysis package supporting all telephone systems in the communications center. This should be tracked on a daily basis and reported monthly.

Suggested Goal – *There is no specific goal for this metric.*

Personnel Turnover – This is the number of communications center staff who left in the course of the period (month, quarter, and year) as a percentage of the total number of full time personnel during that same period.

Data Capture and Reporting Methodologies – This metric is monitored by management and should be monitored on at least a monthly basis and reported monthly.

Suggested Goal – *Empirical data indicates that the industry average turnover is about 25%. We suggest targeting this metric between 15% and 20% and reflecting this in staffing and recruiting plans.*

STATISTICS

The major component of this report deals with statistics. When analyzing the workloads required within a communications center many factors must be accounted for. It cannot be assumed the professional Telecommunicator simply answers emergency phone calls and dispatches calls for service. In fact, it was discovered that in every center personnel were responsible for the answering of administrative phone calls. This single factor can lead to additional personnel be required to perform non-essential services. As with administrative phone calls, warrants and warrants, Be on the Look Out (BOLO’s), criminal history and other ancillary duties contribute to the total amount of staffing required. Therefore the statistics presented within this report reflects a blend of responsibilities with no assumptions made of any function being eliminated by consolidation. RCC fully expects the committee to consider these ancillary duties and determine which ones are appropriate for consolidating communications centers and which should be abandoned. These decisions are essential to the final calculations required to determine adequate staffing and the sizing of automated systems within a consolidated communication center. With this understanding the following statistics are reported:

Calls for Service – 9-1-1

Most of today’s Customer Premise Equipment (CPE) is capable of recording calls for service. As reported by the four full-time the dispatch centers the following 911 call loads are reflected:

9-1-1 Calls for Service (Year 09-10)				
Visalia PD	Tulare S.O.	Tulare Co FD	TCCAD	Totals
55,823	72,346	13,191	17,082	158,442

It must be noted that the part-time communications centers 911 call loading has not been factored. For purposes of this report we have extrapolated and derived estimated impacts for these centers.

CAD Transactions

CAD transactions are another factor in staff level considerations. The reported CAD loads as reported by the four full-time dispatch centers are as follows:

CAD Transactions (Year 09-10)				
Visalia PD	Tulare S.O.	Tulare Co FD	TCCAD	Totals
131,537	203,165	13,476	45,215	393,393

In addition to these transactions the part-time or functional users have been reported by the Tulare County Sheriff's Department:

Other Stakeholder CAD Transactions (Year 09-10)			
Exeter	Farmersville	Woodlake	TCCAD
10,631	12,750	11,722	35,103

Taken in total, the reported CAD loading, all agencies is **428,496** unique calls for service.

CLETS Inquiries

Criminal justice information systems play a larger role in the workload for law enforcement. Inquiries regarding wants and warrants, criminal history and other related information on individuals are routinely requested via computer terminal. Additionally, vehicle registration and identification is an additional function of these systems.

Due to the law enforcement basis of the criminal justice information system network(s) fire and EMS do not routinely access these systems therefore; they are not reported in the following table.

CLETS Inquiries (Year 09-10)				
Visalia PD	Tulare S.O.	Tulare Co FD	TCCAD	Totals
1,040,277	752,649	N/A	N/A	1,792,929

Seven Digit Calls

A major component to each of the full-time and part-time dispatch facilities is the regular answering of seven digit telephone calls. Although many of these calls results in an actual emergency dispatch, most are of the nature that could be considered administrative. It is difficult, if not impossible, to differentiate between the two types of calls when the public accesses emergency services using seven digit telephone numbers. However, it is clear that this service would require each participating agency to review their policy and possibly require functional change if a consolidated communications center would not be responsible for continuing this service.

RCC makes no assumptions regarding the need for seven digit telephone answering service. The communications committee will be responsible for determining the appropriate manner in which seven digit calls will be handled.

Seven Digit Calls (Year 09-10)				
Visalia PD	Tulare S.O.	Tulare Co FD	TCCAD	Totals
188,571	322,963	N/A	N/A	661,534

Other Activities

Each of the communications centers interviewed had some level of “administrative” or “adjunctive” work load. Although these workloads varied by center, they ranged from issuing news releases, updating web sites, running RAP sheets, California OES coordination and other mission specific duties. To simply rely upon calculations to derive these requirements is to over simplify the process. Rather, it requires the insight of operational experience and insight into operational environments. Ultimately operational workload is driven quantitatively by the number of incidents requiring service and the operational response of personnel.

DISPATCH FLOOR SIZING CALCULATIONS (PHYSICAL WORK POSITIONS)

Before we move forward with the development of a staffing model for the new consolidated call center we need to define the physical (workstation) positions needed to support the expected call load through the projected 30 year life cycle of the new facility. Based on the call and transaction activities captured during RCC’s data gathering effort, the following is a statistically driven calculation to define the peak call load for sizing the new consolidated center. Peak loading is the statistically driven analyses of the mean traffic load presented to the new facility and takes into account peak daily, and seasonal call loading. The ultimate design of the new facility will be driven by this peak call load requirement.

Raw Carried Load Baseline

The baseline for the calculated call load is the annual call counts provided by the stakeholder agencies and summed to provide the number of annual call/transactions by type. While it would have been ideal to capture this data in terms of hourly, daily, and monthly traffic over several years, RCC has applied typical call load distributions to derive the peak load numbers.

The following are the raw total numbers for the participating agencies.

7 Digit Emergency Calls	9-1-1 Calls	CAD Transactions	CLETS Transactions
661,534 ⁶	158,442	438,049	1,792,926 ⁷

Extrapolating these raw numbers to the mean number of calls/transactions during an hourly period we derive the following:

⁶ Roughly 75% of 7 Digit Calls result in a transfer for 9-1-1 service; these will be added additionally to 9-1-1 calls.

⁷ RCC has reviewed the raw CLETS transaction data and recognizes that the total CLETS data has several components and that for sizing purposes only the dispatch incident driven CLETS activity should be considered and that any field initiated and batched inquires should not be considered. For purposes of this sizing study RCC feels that the CLETS number to be considered would be a subset of the CAD transactions. For purposes of this study, and to ensure a conservative derived number to be used for CLETS RCC has made CLETS activity equal to the CAD transactions plus adding an additional 15% for multiple inquires for the same incident.

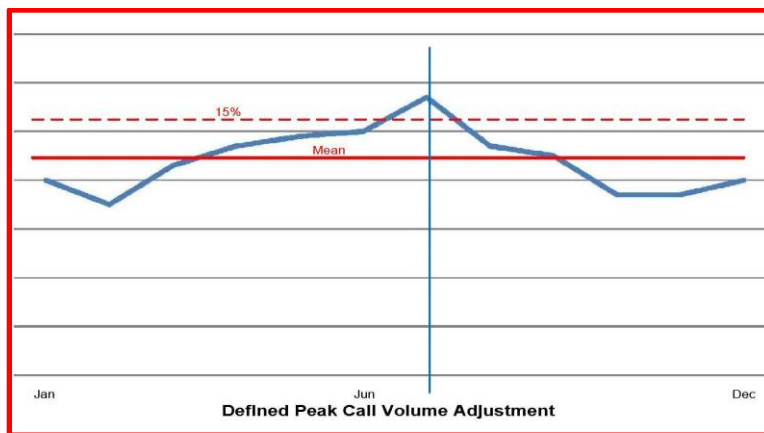
7 Digit Calls	9-1-1 Calls	Dispatch Transactions (CAD+ Adjusted CLETS)
76	57 + 18 = 75	50 + 205 = 255

Given the peaked nature of public safety call activity and the specific nature of Tulare County call activity namely that, the above Mean \bar{x} values need to be viewed in terms of their Range, Mid-spread, and Standard Deviation. In public safety applications this has a significant impact and for purposes of this report will alter the above Mean for each type activity as follows:

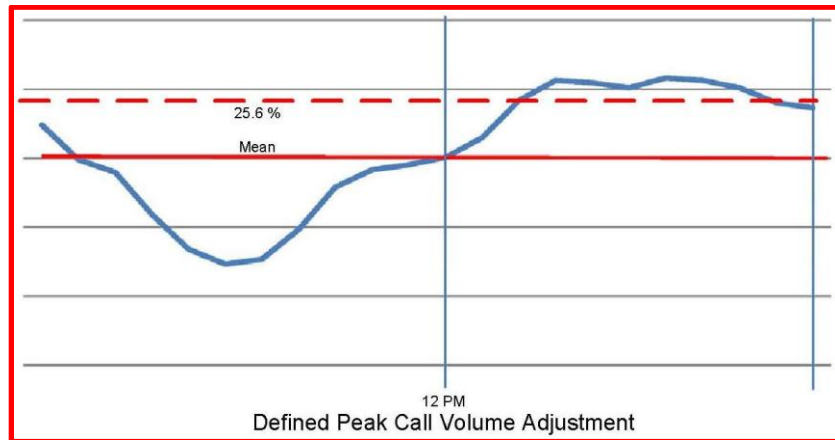
- Calls offered will be increased by 15% to seasonally adjust for the peak seasonal traffic load to the busiest month of the year, which is July.

7 Digit Calls
 (76 X 15%) X 25.6% or 113 calls

9-1-1 Calls
 (75 X 15%) X 25.6% or 109 calls



- Call distribution weekly statistically if flat and provides little impact, however call distribution over a 24 hour period demonstrates significant peak periods. For purposes of this Report calls offered will further be adjusted by 25.6% for the statistical peak call period during the day (6:00 PM)



- Because of the impact of 7-Digit calls being migrated to 9-1-1 call status and the inherent time involved the aggregate call holding time for 9-1-1 calls have been defined at 75 seconds.
- Dispatch transactions will be viewed based on this adjusted call load and by the nature of dispatch transactions as generalized in the figure on the following page.

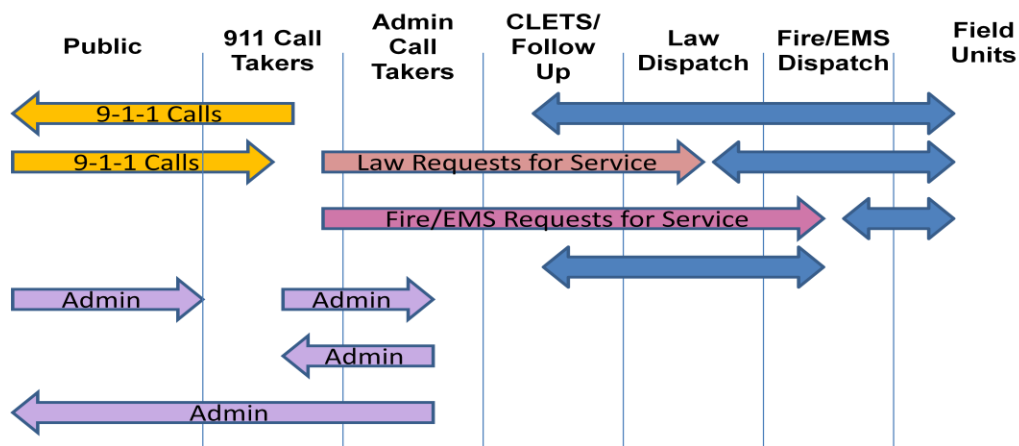


Figure 1 - Typical Call Center Activity Flow

Dispatch transaction includes calls requiring dispatch from 9-1-1 and Administrative (7-Digit Calls) for both Law Enforcement and Fire, tactical interaction with the Field Units, and CLETS support transactions.

Call-Taker Positions

With the above taken into consideration, the adjusted hourly incoming call activity to be used to define physical work positions is as follows:

Call Type	7 Digit Calls	9-1-1 Calls
Busy Hour Calls	113	109
Average Call Holding Time	80 sec	75 sec
Offered Load	90 CCS ⁸	82 CCS

To formulate performance expectations, RCC's calculations are based on the Erlang C formula which expresses the waiting probability in a queuing system such as a dispatch center. The Erlang C formula assumes an infinite population of sources, which jointly offer traffic in accumulated Erlangs (number of calls X averaged length of calls) to the number of servers or call takers. However, if all the servers are busy when a request arrives from a source, the request is queued. An unlimited number of requests may be held in the queue in this way simultaneously. This formula calculates the probability of queuing offered traffic, assuming that blocked calls stay in the system until they can be handled. When RCC applies the Erlang C formula to the above statistically derived average busy hour call loads we find the following;

7-Digit Call-Taker Positions

For 7 Digit calls, we are assuming a 40 second call handling and an average of 40 seconds of wrap-up time. Assuming an 8 second service time (6 seconds constitutes one ring cycle) and assuming a sustainable service level of 80% during an hour, 28.8 CCS divided into the Adjusted Busy Hour 9-1-1 offered busy hour call load of 113 CCS results in 130 CCS results in 3.9 or a recommended **four 7-digit Call-Taker Positions**.⁹

9-1-1 Call-Taker Positions

The derived 120 seconds used for 9-1-1 calls is a composite of 30 seconds call holding time and 45 seconds wrap-up work. Note that 75% of the 7 Digit call volume has not been adjusted, but rather the anticipated 75% of these calls have been added to the 9-1-1 Calls and adjusted to peak periods, both seasonally and daily. Assuming a sustainable service level of 80% during an hour, 28.8 CCS divided into the Adjusted Busy Hour 9-1-1 offered busy hour call load of 82 CCS results in 2.9 or a recommended **three 9-1-1 Call-Taker Positions**.

Dispatch Positions

For purposes of defining workload and console position counts, the actual processing time for CAD and CLETS is to some extent integrated with the holding time for processing the call. However, we need to capture non-call initiated workload and factor in multiple CLETS inquires for purposes of this Report, we have allocated 120 seconds for CAD transactions and 120 for CLETS transaction.

Deriving the number of dispatch positions is driven by several factors, but is based primarily on the carried statistical busy hour call load and backed into using the hourly dispatch history and CLETS activity. If we adjust the baseline mean number of CAD/CLETS traffic in direct proportions to the

⁸ For purposes of these calculations we are using the term Centrum Call Seconds (CCS)100 seconds.

⁹ 7-Digit Calculations $113 \text{ CCS Offered Load} / (36\text{CCS} \times 80\% = 28.8 \text{ CCS}) = 3.9$ or 4 Positions)

call load, we derive a number of positions that is inflated by several magnitudes. RCC's opinion is that CLETS transactions are comprised of several components that are not directly incident driven and should not be considered as part of the sizing analysis of this Report. These other transactions include field inquires, and batched inquires that are not incident driven. Further, in many field initiated incidents 1 stop can result in numerous CLETS inquires, and we want to ensure that we capture this workload. For purposes of this study, the position that RCC recommends is that CLETS be considered a sub-set number in relation to CAD transactions, therefore CLETS transaction are being counted as equal to CAD and additive. RCC recognizes that this is most likely still an inflated number but conservative and defensible. With these assumptions made the baseline number of transactions during the Busy Hour is as follows:

Actual CLETS transactions 1,792,926 adjusted for incident alignment 438,049
(428,496/12)/720) X15% or 58 Hourly CLETS Transactions (non-adjusted)
(120X58) or 70 CCS CLETS Hourly Traffic (non-adjusted)

(428,496/12)X15%)/720) X 25.6%) or 72 Busy Hour CAD Transactions (Busy Hour Adjusted)
(70 + 72) or 142 total transactions
142 X 120 = 170 CCS Total Busy Hour Dispatch Load

Assuming a sustainable service level of 70%, 10% lower than that of call-takers owing to the nature of dispatch, fragmentation, monitoring, and follow-up for all dispatch activity during a busy hour. Therefore, during an hour 25.2 CCS divided into the offered busy hour work load of 170 CCS results in 6.8 or a recommended **7 (seven) Dispatch Positions**.

These calculated sizing numbers will be used to layout the new Consolidated Dispatch Operations Floor. In addition, based on direction from the Project Team, all Dispatch floor positions will be equipped for telephone, Computer Aided Dispatch (CAD), and radio as full dispatch consoles, so the total number of positions on the new dispatch floor will be **14 Positions**. This will also support the greatest adjustment of staff to match offered load at peak periods. In addition to the working floor positions, two additional full-function positions will be provided for the Dispatch Supervisor and for training.

STAFFING CALCULATIONS

The starting point for determining total staff requirements begins with the determination of the available work hours for each Telecommunicator. This process is fairly straight forward but must be modified to accurately reflect local working conditions. Understanding that modification to these "assumptions" may be required we begin by utilizing averages compiled from several sources including RCC's direct involvement with similar projects.

Calculating Hours per Year

For purposes of this staffing study, RCC has calculated the total number of working hours per year as 365 days, X 24 hours or **8,760** total annual hours. RCC has not taken into account for leap years because for purposes of this analysis it is deemed insignificant for our calculations.

Calculating Available Hours per Year per Position

When assessing the number of hours available for a non-exempt employee, (those subject to Fair Labor Standards Act (FLSA) overtime requirements) a projection of unavailable hours must be produced and then deducted from the gross potential hour factor. For purposes of this Report, RCC has multiplied the number of weeks 52 times 40 hours per week or **2,080**. Further for purposes of this Report, we have further factored in the adjusted available work hours and adjusted accordingly.

Adjusted Available Work Hours	
Total Work Hours/Year:	2080
Vacation and Holidays:	80
Sick Leave:	48
Lunch and Breaks	225
Training:	24
Average Personal Time:	24
Other Unavailable Time:	8
Total Unavailable Hours Per Year:	409
Average Available Work Hours/Year	1,671

Determining Number of Staff, per Position, per 24 Hours

When staffing a twenty-four hour, 365 day year position one must determine how many fulltime staff is required to fulfill this need. This process requires the knowledge of; hours per year and adjusted available work hours. Once these two factors are determined the equation divides the average available hours per staff by the total hours within a year. The result is an expression of the total staff required designated staff position.

Staff Coverage Factor¹⁰	
Hours per Year:	8760
Available Work Hours:	1671
Staff Factor per Job Position	5.2424
Rounded (Actual)	5

As reflected in this calculation any 24x365 position will require 5 full-time employees. (Changes to annual leave can affect this computation)

The Staffing Calculator

RCC uses a model based on a statistical model for staffing that is based on a Poisson statistical distribution, which assesses expected performance over a fixed period of time. In determining performance, it is necessary to define a targeted level of expected performance. In the case of public safety, the targeted minimum performance is one called blocked out of 100 offered. In terms

¹⁰ To support 24/365 operations the number of staff required per job position. This is only applied to 24/365 job positions.

of a Poisson model, this is denoted as a Poisson (P) .01 Grade of Service (GOS). Communication center managers may know this as the rule for calculating the number of 9-1-1 trunks based upon anticipated calls for service as P.01, where one call will receive a “busy” out of one-hundred in the peak busy hour.

The second model involves the use of Erlang modeling, a much harder concept to describe. Briefly, we use Erlang-C (there are models A & B for other scenarios) to determine what resources are required to allow an event to occur within a given amount of time. As an example, if we want to answer a telephone call within 8 seconds that requirement is placed into the equation and will produce a larger number of resources than if we had a 20 second requirement (our calculations for telephone answering use 8 and 20 for 9-1-1 and administrative calls respectively).

An Erlang computation includes the equivalent of a Poisson distribution model but is expressed as a “Grade of Service” (GOS) and is therefore a better model for use when calculating staffing for any call center. RCC has used the Erlang-C model for our staffing analysis.

When producing a staffing model certain assumptions must be made. It is essential that these assumptions reflect the critical nature of the emergency communications center and the absolute requirement that calls for service are acted upon swiftly and with adequate time to perform the necessary functions of any event. RCC has based our assumptions upon survey information, interviews and observed conditions and have built the following into our calculations:

Shift Distribution

Shift 1 – 43% of Activity
Shift 2 – 38% of Activity
Shift 3 – 19% of Activity

9-1-1 Calls:

Average-hour call quantities (not busy-hour)
GOS – P01
Duration – 60 seconds
Answer time – within 8 seconds

Administrative Calls:

Average-hour call quantities (not busy-hour)
GOS – P10
Duration – 75 seconds
Answer time – within 20 seconds

Dispatch Activities and CLETS Queries:

Average-hour CAD, Radio and CLETS Queries (not busy-hour)
GOS – P10
Duration – 67 seconds
Response time – within 6 seconds

Major components of our assumptions include the Grade of Service, Duration of activity and an estimated requirement for the time to act upon an event entitled either “Answer Time” or

“Response Time”. It has also been determined that the parameters used for dispatch activities be applied to CLETS transactions as well.

Regarding the issue of CLETS transactions; RCC wishes to thank Visalia PD and the Sheriff’s office in determining the appropriate actual single entries made into the CLETS network. CLETS is a closed, secure network used by law enforcement to query a variety of databases containing personal and private information. Both the Sheriff and Visalia PD have their own “switch” connected to the CLETS network. These switches only report raw data and do not discern between the terminals used for any request. This fact required the agencies to perform exhaustive examination of their internal automated systems to achieve the following load factors:

Visalia PD - 1,040,277 Queries
 Sheriff - 752,649 Queries

These reports reflect a total of 1,792,926 Queries in the past year.

Using these numbers RCC was then able to calculate the required staffing utilizing Erlang-C formulas:

Please Note: As was described, these models are to be considered baseline with a requirement that operational considerations will vary the baseline based upon actual workloads as currently assigned.

Shift 1	Shift 2	Shift 3	Total Staff	
14	13	10	37	12
Daily Telecommunicator FTEs				12

In order to maintain this staffing level twenty-four hours per day, seven days per week and three hundred sixty-five days per year (24/7/365) and based upon the estimated available hours per employee the factor of five (5) previously described is applied:

Telecommunicator Staffing	
Daily FTEs	12
Staffing Factor	5
Total Required	60

The functional administration is in addition to the positions contained within the Staffing Calculator. To accommodate the requirements of such a function the following administrative roles are recommended:

Board of Directors (unpaid representatives)

The Authority in establishing itself shall select representatives from each of the participating entities and form the Board of Directors. These representatives should be appointed by the represented agencies. The Board of Directors is responsible for operational policy and procedure, funding and staffing issues that include all capital funding and on-going maintenance and equipment replacement costs. They should also be responsible for Salary & Benefits of all Center Staff and Personnel Issues at Director/Assistant Director levels.

Executive Director

The Executive Director of the center serves at the pleasure of the Board of Directors, reports to Board on budget and funding issues of the center and interfaces with Operations Committee on Policy and Procedures for day-to-day operations. The Executive Director is responsible for the development of all required reports on operations (costs, calls for service, response times, citizen complaints, etc.) as may be required by the Executive Committee and through the Deputy Director/Training Officer, manages all personnel and day-to-day operations of the center. The Executive Director will also serve as the liaison between the Media and the center for activities related to the center.

Deputy Director/Training Officer

The Deputy Director reports to directly to the Executive Director. He or she shall act on operations and management instructions received from the Executive Director. The Deputy shall assist in the development of budgets for equipment, maintenance, personnel, funding, and provide daily management of the Shift Supervisors and through them, all communications personnel. The Deputy shall resolve all personnel issues unless intervention of Executive Director is required. The Deputy shall be responsible for the development of all daily activity reports related to the center's activity. The Deputy shall also be responsible for the development of training programs, the training of all personnel and shall maintain accurate personnel training records.

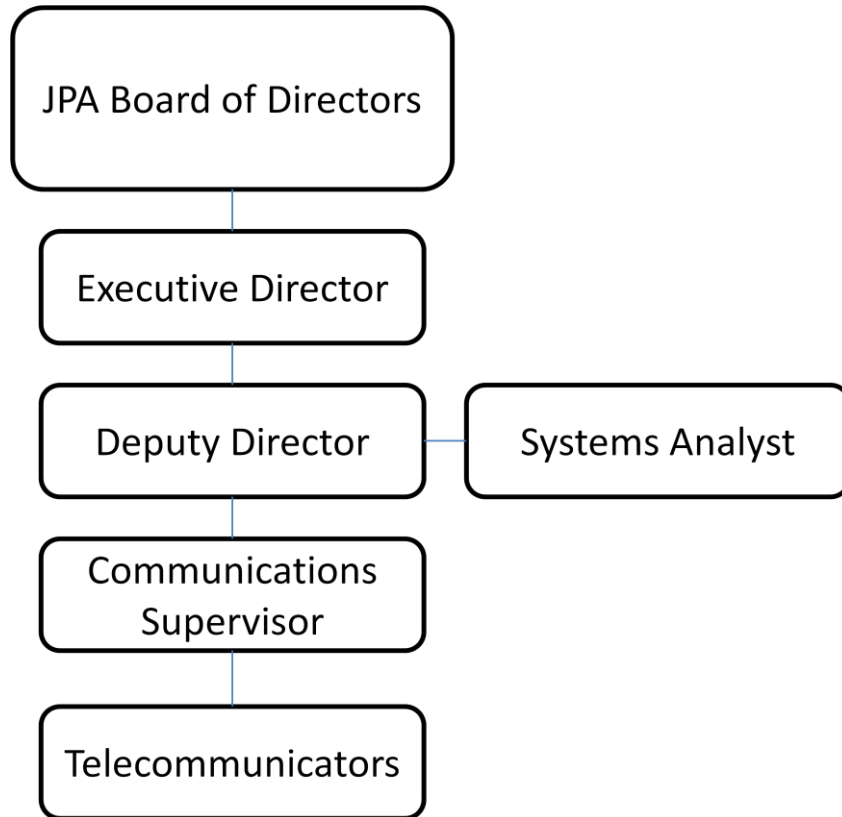
Communications Supervisor (1 - Per Shift)

Communications Supervisors report directly to the Deputy Director on all matters of operations. Supervisors should have no direct responsibility for 9-1-1 or administrative call taking or dispatcher duties. Supervisors are to focus on mission objectives, real time operational issues, training and mentoring of communications staff.

Systems Analyst

The Systems Analyst reports directly to the Deputy Director and is responsible for the oversight, maintenance and operational conditions of the automated systems and spaces they occupy. Except for minor maintenance activities the Systems Analyst will be the liaison between the operational systems and the vendors responsible for all levels of maintenance, upgrade and system restoration activities.

RCC envisions the following organizational structure as discussed above:



Organizational Structure

Based upon these recommendations RCC projects the required administrative and functional staffing requirement as:

Staff Load - Totals	Total Count
Executive Director	1
Deputy Director	1
System Analyst	1
Dispatch Supervisor	5
Telecommunicators	60
Total Personnel Staffing	68

COMPARATIVE STAFFING

Using the total number of Telecommunicators as a baseline we can compare the number of positions between what is currently in place versus the calculated requirement of positions to workload. The following chart illustrates this baseline:

Agency	Current Agency Staffing			New Center Proposed Staffing		
	Full Time	Supervisor	Part Time	Full Time	Supervisor	Part Time
Tulare County Sheriff's Office	25					
Visalia Police Department	21	1	4			
Tulare County Fire Department	9	1	6			
TCCAD	14	2				
Totals	69	4				
Part Time Equivalent (50%)	5					
Gross Total Telecommunicators	74			60	8 ¹¹	
Gross Total Staff	78			68		

Current authorized staffing for the reporting agencies is 74 telecommunicators and 4 supervisors. As calculated the required staffing for a consolidated center is recommended as 60 telecommunicators and 8 supervisory positions.

CONSOLIDATED CENTER CONCEPTUAL DESIGN

Using the staffing analysis described above as a baseline, and based on RCC's discovered understanding of the stakeholder agencies current operations and expectations for the new centers operation, RCC has prepared this Consolidated Dispatch Center Conceptual Design. With the understanding that this conceptual design is not meant to be considered an architectural program, but rather an initial study to define spatial considerations, adjacencies, and a rough order of magnitude cost for a new consolidated dispatch facility to support the City of Visalia, Tulare County and other stakeholder cities.

This study considers the placement of a single floor facility, to possibly be located on one of several identified properties owned by the City of Visalia or the County. This new communications center is expected to contain a new consolidated dispatch center, and associated management and support office spaces.

All of the sites being considered are in a potential flood plain. This will have to be a consideration for the placement of this building on any of the sites being considered. Civil work will require the incorporation of a physical earth berm as part of the facility construction.

¹¹ Includes 5 supervisors, Executive Director, Deputy Director, and System Analyst.

Berm Definition - A berm system is a civil engineering aspect of site preparation designed to minimize the impacts of retaining water in flood areas and erosion prevention means against wind and wave action at an essential services facility. The berm system basically is obtained of high density polyethylene defining a front side portion, a rear side portion and a top; at least a part of said top of the berm adapted for traction; and a means for holding the berm in place at the center and lap joints. The berm system is adapted for use in conjunction with existing or built earth/sand berms or can also be used on its own without any further earth/sand berm for barrier against flood, or erosion resulting from wind and/or wave action. The berm system envisioned budgeted for this application would raise the building 6 feet above grade and be supported by a drainage system around the building.

Spatial Assessment

For purposes of this study, RCC has taken the projected statistical data and combined with operational direction provided by the City and County stakeholders defined the required Dispatch Operations Room layout and the expected staffing needs for the new center. Based on this root sizing issue, the following spaces have been incorporated into the conceptual design; Dispatch Operations Room, Emergency Operations Center, as well as supporting spaces for operations and support for these two primary functional areas. While the facility is expected to support 72 hours of free-standing operations, dormitory space is not included in the conceptual design. The following page provides a list of each room in the new facility and associated allocated space.

Spatial Definition for the New Tulare County Consolidated Dispatch Center

#	Description	Sq Ft	#	Description	Sq Ft
100	Quiet Room	216	118	Electrical Switching Room	159
101	Equipment Room	306	119	UPS Room	186
102	Storage Room	162	120	HVAC Room	186
103	Warrant/Tape Room	288	121	Women's Restroom	186
104	Reception	108	122	Women's Locker Room	205
105	Lobby	180	123	Exercise Room	290
106	Conference Room	216	124	Men's Locker Room	205
107	TBD Space	216	125	Men's Restroom	186
108	Secretary Office	168	126	Dispatch Training Room	850
109	Executive Director Office	240	127	Training Supervisor	168
110	System Annalist Office	192	128	Computer Room	378
111	Deputy Director Office	192	129	Conference/Media Room	300
112	Storage Room	774	130	Storage Room	117
113	Dormitory 1	100	131	Dispatch Operations Room	2773
114	Dormitory 2	100	132	Dispatch Supervisor	212
115	Dormitory 3	100		Common Areas	3179
116	Kitchen/Break Room	774		Total Floor Space	14,112
117	Building Maintenance	200			

The square footage on this table are rounded up approximations for each room

The emergency power requirement for the new facility will be provided by a dual fuel system generator that will be located outside but adjacent to the new facility.

The overall space allocated for the new facility provided in this conceptual design is 14,112 sq ft. Using an industry standard of \$250 per sq ft cost, the base cost for the facility it's self is expected to be roughly \$3,528,000. However, there are other considerations that need to be accounted for including the civil engineering of the new site for flood control (berm), parking, and the security and surveillance considerations for an essential services facility of this type.

Raised Flooring

The budgetary number provided for the building cost does not include raised computer flooring within the facility. Because of the need to continually change/upgrade and maintain the technologies within an essential serves facility of this type, RCC recommends computer flooring for the Dispatch Operations Floor, Dispatch Supervisors Office, Dispatch Training Room, (130) Storage, and the Computer Room. The additional cost associated with the installation of raised flooring in

these five identified spaces, 4,630 square feet, is estimated as \$476,500. The itemized budgetary cost estimate of this Report includes this cost.

Sitting Considerations

The new Consolidated Dispatch facility will possibly be located at one of five identified locations within the City limits of Visalia, a site at Mooney Grove Park on County land, and a site southeast of the City adjacent to the Tulare County Yard.

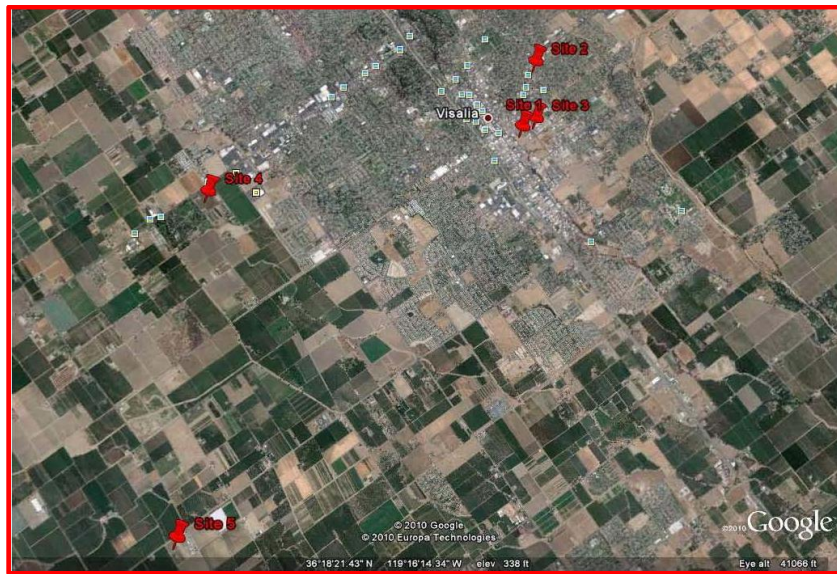


Figure 1 - Considered Sites for the New Facility



Figure 2 - Site 1

The first site is at School St. / Oak St. / N Burke Street on the east side of downtown Visalia. This site has adequate space for the new facility, could easily be graded with a flood berm, and has space

necessary for effective landscaping (security), and parking. A concern with this site is the proximity to an active railroad spur and the potential for the transport and exposure to the site of hazardous materials. Further, as for sites above route 63/198 this area is FEMA designated AE Flood Rated and would be inundated by a 100 year flood incident. This impact has been recognized in the proposed conceptual design and could be mitigated. Another concern with this site and related to the railroad right of way is the impact of redirecting land line connectivity of outside services, i.e. telephone, power and extended radio service.



Figure 3 - Site 2

The second site is located at 4th and Strawberry, just north of downtown. This location is adjacent to existing City facilities, this site is the most congested of the three sites and may require the configuration of the facility as two-story. Creating an effective flood berm would be problematic given the congestion of this site; also while there is existing parking, accommodating the new facility on this site would need to be studied further. In addition, this site is in a residential area and there could be esthetic and traffic management issues that would need to be considered.



Figure 4 - Site 3

The third site currently being considered is located at Race Ave / Murray Ave / N Burke St (Former Caltrans Site). From RCC’s perspective the site is centrally located, and is large enough to support the new facility and the vision for a campus expansion in the future. It is not adjacent to the railroad and would support the connectivity of outside services in the manner expected for an essential services facility.



Figure 5 - Site 4

The fourth site being considered is the County space located off of Mooney Blvd, southwest of downtown Visalia in Mooney Grove Park. This site is adjacent to an existing Tulare Fire facility and provided adequate space to support the initial facility as envisioned in this Report. Of special consideration for this site is that County Fire and TCCAD’s radio systems home on this site. While the distance from a population center is greater than sites 1 through 3, it is not prohibitive. Providing landline telecommunications and power connectivity to the site in an essential services physically divers manner would be possible it may be appreciable more expensive.



Figure 6 - Site 5

The fifth site being considered under this report is located southeast of the City of Visalia and is on 20 acres adjacent to the Tulare County Yard at 256 Avenue and 140 Road.

While the actual selection of a build site is beyond the scope of this report and will require architectural and civil engineering support as part of the detailed design and architectural programming, RCC has provided the following comparison of the five sights and ranked them on general suitability. In performing this evaluation RCC assessed 10 aspects and applied to each site and from this arrived at our recommendation, these criteria are:

1. *Site Size* – will the site accommodate the conceptual design footprint?
2. *Site Location* – rack site location generally based on services, accessibility, and adjacencies.
3. *Support Campus Vision* – will the site support growth beyond the conceptual design footprint.
4. *Parking Growth* – how will the site support parking for the new facility and possible campus build out?
5. *Hazardous Materials Exposure* – is there any hazardous materials issues that might impact the facility’s operations?
6. *Distance From Population Centers* – assess the impact for staff and services to commute to the new facility.
7. *Esthetic Impacts* – will the new facility impact the surrounding area negatively.
8. *Power Connectivity* – will there be issues in providing reliable and redundant power feeds to the new facility?
9. *Telecommunications Connectivity* – will there be issues in providing appropriate voice and data services that are reliable, redundant and consistent with an essential services facility?
10. *Radio Connectivity* – will the site support redirecting radio services to the new site?

Site Evaluation Analysis

		Size of Site	Site Location	Support Campus Vision	Parking Growth	Hazardous Material Exposure	Distance form Pop. Center	Esthetic Impact	Power Connectivity	Telecommunications Connectivity	Radio Connectivity
Site 1	Oak and Burke	Green	Green	Green	Green	Red	Green	Green	Yellow	Yellow	Yellow
Site 2	Strawberry and 4th	Red	Yellow	Green	Green	Green	Green	Green	Green	Green	Green
Site 3	Race and Burke	Green	Green	Yellow	Green	Green	Green	Green	Green	Green	Green
Site 4	Mooney Grove	Green	Yellow	Yellow	Green	Yellow	Yellow	Yellow	Yellow	Yellow	Green
Site 5	256 Ave, 140Rd	Green	Yellow	Yellow	Green	Yellow	Red	Green	Yellow	Yellow	Yellow

Based on the criteria identified above RCC feels that Site 3 the former CalTrans Site is the best choice it is smaller than Site 1, but is not adjacent to the railroad and would support an expanded site campus approach.

Facility Conceptual Design

Development of architectural drawings and construction ready drawings is beyond the scope of this study; however, this study provides sizing, conceptual layout and a budgetary cost estimate. For purposes of this conceptual design, spatial and adjacency issues were the focus and the actual configuration of this concept could involve a two-story design. On the following page is provided a conceptual floor plan that illustrates a layout of the defined work spaces. This is not meant to be offered as a design, but only as a conceptual rendering.

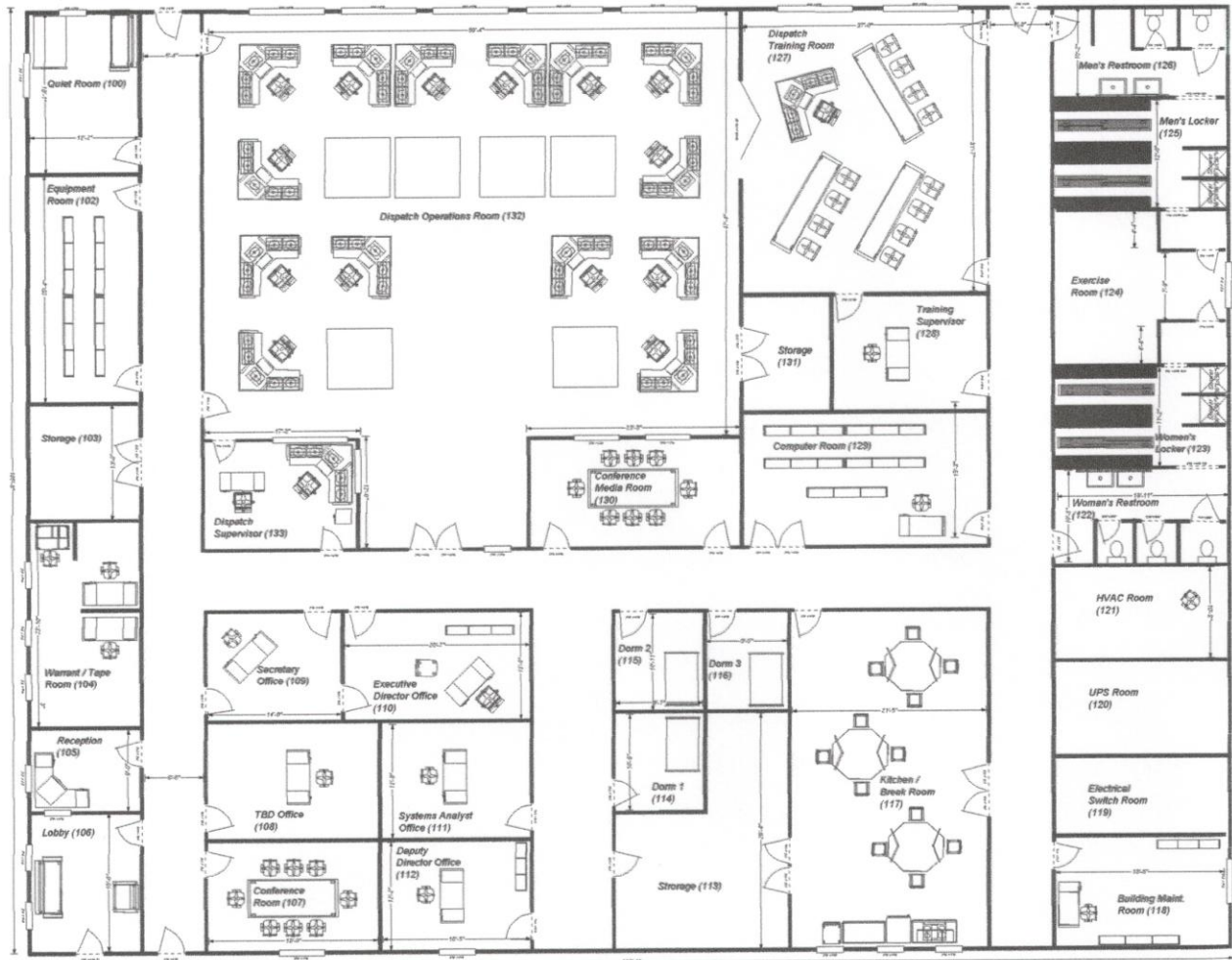


Figure 5 – Tulare County Consolidated Dispatch

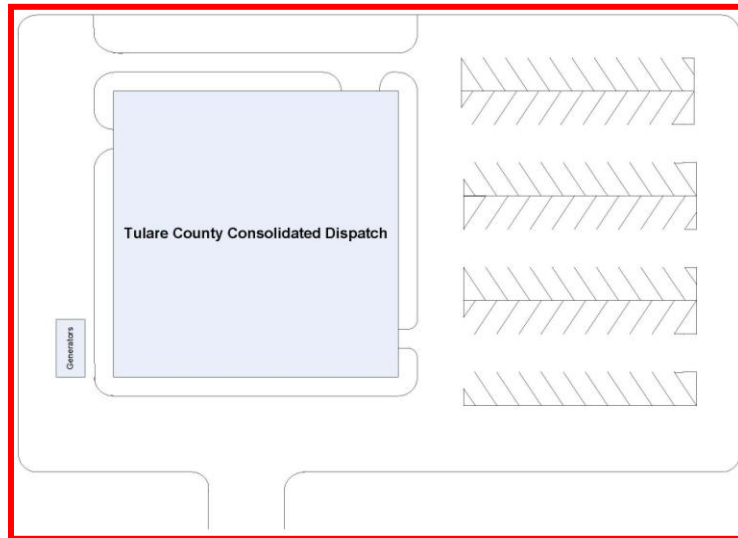


Figure 6 – Conceptual Site Layout

Spatial Descriptors

RCC uses a “best-of-breed” approach when designing space and facilities required for emergency communications and operations. Our approach was to find the best match with what is considered to be the most effective elements when designing mission critical facilities such as what is proposed. The following section discusses the facility in terms of space other than that used for actual Dispatch and its associated equipment and administrative offices.

Computer Room – The facility has space allocated for technical systems equipment which is designated for the house of the facility computer equipment, i.e. CAD, LAN, and Mobile Data Radio Equipment.

Conference Rooms - There are two conference rooms in the facility intended to give flexibility during various emergency scenarios. Teleconferencing and audiovisual (AV) equipment should be installed in each of these rooms allowing complete interaction among the occupants at any given moment.

Copy and File Room - There is one separate copy and file room in the facility. This room is designed to contain a heavy-duty copier, a fax machine, document assembly area, office supplies, and file cabinets.

Dormitory Rooms – In this conceptual/sizing design three available space areas have been set aside as dormitory rooms. During the architectural programming the use of this space should be assessed further.

Equipment Rooms - These areas and rooms contain most of the technological equipment, i.e. radio, console, telephone (administrative), 9-1-1 interfaces.

Exercise Room – Will be located adjacent to the restroom/showers.

Kitchen / Break Rooms - There is one large (12-occupant) kitchen / break room. The large break room has been sized to accommodate and support the new facility. The break room has been scheduled for a full set of kitchen appliances.

Lobby / Waiting / Reception – The operation’s secretary/receptionist will be in this area. Project architects will not need to develop a detailed design for this area as the current configuration is adequate for this function.

Lockers and Showers – The facility has adequate lockers and showers for emergency communications personnel only.

Quiet Room - This is a room where operations personnel can relax after intensive incidents. A shared quiet room will be designated in proximity to the dispatch operations floor.

Rest Room – The current configuration has adequate facilities for both female and male occupants.

Storage Rooms – There are several storage areas set aside to support the facility. Of particular importance is the recognition that the facility is designed to sustain 72 hours of free standing operations and is provided with storage to support that goal.

Training Room - This shared room, which is located adjacent to the dispatch floor, contains a console and equipment used in training.

Facility Technical Systems Considerations

There are key technical system issues that need to be understood and considered as part of the facility conceptual design. Generally, it is anticipated that the facility will include new technical system interfaces to the public telephone network/9-1-1 services, the existing City and County radio infrastructure, and water/power/sewer services. The following are considerations that have been made as part of the overall facility design.

Telephone Interfaces – As an essential services facility overall service availability needs to meet an industry standard of 99.999% mission critical service availability. The delivery of 9-1-1 calls to the center must have this level of performance, therefore, it is anticipated that 9-1-1 telephone service will be brought to the new facility over physically diverse feeds. One consideration in assessing sites was the opportunity to extend this level of diversity to separate call centers. Further, RCC would propose that a Next Generation (NG) 9-1-1 approach to 9-1-1 call delivery be incorporated in the new facility. Fortunately both the City of Visalia and Tulare County Sheriff’s Department have recently upgraded their 9-1-1 telephone systems to Positron Viper™ state-of-the-art systems which will support an NG approach at the new facility. While this would provide access to dispatch from IP based services, i.e. Vonage users. More importantly, it would provide an IP virtualized connection to the broader public switched telephone network that would ensure reliable fault-tolerant service, and could provide flexibility in establishing a back-up dispatch capability to fall back to in the event of a loss of the new facility. Using this approach, the telephone processing equipment would be removed from the new facility and placed in the serving Local Exchange Carriers (LEC) switching center(s). All that would be at the new facility to support 9-1-1 call routing would be the 9-1-1 workstation control common equipment.

The facility general telephone service supporting telephones in the facility is, for the purposes of the conceptual design planned to be an on premises Private Branch Exchange (PBX), however, as part of the detailed design process this could become a service provided by the Local Exchange Carrier (LEC) as well and would need to be assessed for services and cost at the time.

Computer Aided Dispatch (CAD) - The current CAD systems in use by the member agencies are:

- PSSI Response CAD w/mobile data (Visalia PD)¹²
- ADSi w/AVL and Mobile Data (Sheriff and County Fire)
- Zoll RescueNet Dispatch/Billing w/AVL, MDT, Page/Fax (TCCAD)

There is no overriding negative issue with any of the installed CAD base currently being used within the County. And the County's ADSi CAD platform has been recently upgraded and is capable of supporting multiple agencies. Initially it was RCC's recommendation that a new CAD system be procured to satisfy the requirements of law enforcement, fire protection and EMS/ambulance services in an integrated environment. RCC has provided estimated costs for a replacement of the CAD system(s) and an upgrade to a new primary dispatch CAD system. Due to the requirements of ambulance scheduling and billing parameters it is not clear whether any CAD system could fulfill both the public and private needs currently available to TCCAD. Most CAD systems are built around modules that satisfy the needs at the time of acquisition and adding a module can, at times, lead to upgrade or full replacement of the technology. However, RCC has begun a dialog with ADSi and is exploring the possibility of integrating the commercial EMS functionality into the County's recently upgraded ADSi CAD. RCC is now recommending that the Project consider the use of the County's ADSi CAD as the CAD platform for the new consolidated center. It is our feeling that there is a real possibility that the ADSi CAD can be made to support TCCAD's functional needs and that the risks in pursuing this approach are acceptable. To mitigate these risk's RCC has increased the contingency amount in the cost estimate to allow for a fallback position of acquiring a new CAD, if the ADSi upgrade falters.

RCC anticipates that in the future, it will be necessary to export CAD data to individual agency Records Management Systems (RMS) for each member agency absent any consolidation of this function. In addition, the ambulance providers have a unique need to track and account for billing of services. Through the efforts of the Integrated Justice Information System (IJIS) Program a uniform set of defined data structures allows the translation of data elements across computer platforms and vendor applications. These data sets are published and commonly available to the CAD vendor community allowing exchange of data across disparate systems.

RCC has estimated the cost of acquiring a new unified CAD system capable of processing emergency calls and exporting those calls to a variety of RMS and other ancillary functional entities. Determining the optimum solution for the combined agency will require an assessment of the required functions and an RFP that reflects the needs and future growth of the JPA. It should be noted that the majority of the existing agency CAD systems are long past their working life cycle and are in need of replacement.

¹² Visalia PD also makes use of an Automatic Vehicle Location (AVL) system.

Another consideration for a new CAD is the expanded capabilities that will become possible in interfacing NG-9-1-1 call delivery, and CAD driven functionality in support of GPS driven incident management using dynamic selective routing to steer calls, support incident command and control. The CAD system envisioned for the new Center by RCC would be a platform that would support this approach.

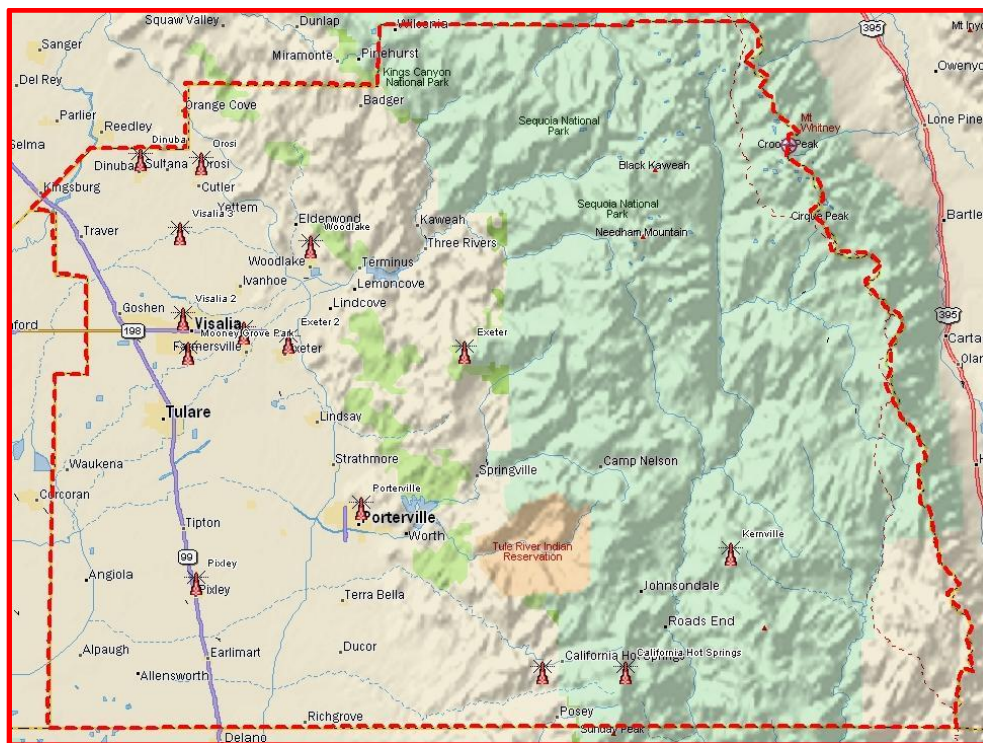
Existing Radio Interface – RCC understands that generally the County Sheriff is using a multi-site UHF conventional radio network that is county-wide and operationally segmented in to north-county and south-county operations. We also understand that the Department has associated mutual aid and tactical radio channels as well. In addition, to the voice radio network there is an 800 MHz mobile data network that needs to be considered.

County Fire and the other fire services in the County are operation on VHF channels. The County Fire system is served by a radio site at Mooney Grove Park, which was considered as part of the site evaluation.

The Visalia Police Department is a UHF 2 site conventional radio system that is a sub-set of the county-wide public safety pooled system for law enforcement. Visalia PD also operates an 800 MHz mobile data system.

The Tulare County Central Ambulance Dispatch uses VHF single site radio system also from the Mooney Grove Park tower and provides county wide dispatch.

Each of the participating stakeholder cities, Exeter, Farmerville, Lindsey, and Woodlake operate local law enforcement operations off of the pooled UHF conventional radio network.



County-wide Shared UHF Conventional Radio System

RCC has evaluated the re-homing of the county-wide radio pooled UHF and VHF systems. RCC has allocated space in the facility for this radio equipment and a new radio switch that will interface to the new facility consoles and be compatible with the NG9-1-1 and new CAD systems. The approach to re-home radio channels will be part of the detailed design effort; however, the current conceptual design is based on the assumption that these services would be re-homed over landline fiber to the new facility.

Tulare County is participating in the CalSIEC Central Planning Area (CPA) radio interoperability Project. RCC is involved with this effort, and while it is somewhat a separate issue the impacts of Tulare County's involvement and need to be monitored and considered in developing a master implementation plan for this Project. Tulare County is looking to set aside a UHF and VHF channel that will be simulcast to provide County coverage. These channels will be designated Platinum 10 Channels and will be used to coordinate interagency communications in response to a major event in the County.

Rough Order of Magnitude Budgetary Cost Estimate (Capital Expense)

On the following pages RCC has provided a budgetary cost estimate for the construction of the new facility, associated civil work, building systems, technical systems, architectural/engineering, project management and assigned contingency.

BUDGETARY PROJECT COST ESTIMATE

Derived Building Cost

	Unit	Count	Unit Cost	Metric Assumptions	Item Cost
Building Cost (Structure Only)	Sq. Ft.	14,112	\$250.00		\$3,528,000.00
Building Cost Estimate:					\$3,528,000.00

Site Preparation Costs

	Unit	Count	Unit Cost	Metric Assumptions	Item Cost
Driveway/Exterior Paving	Sq. Ft.	6,000	\$10	Count is number of square feet; road is 30' feet wide and 200' feet long; access to the loading dock and exterior mechanical equipment is also provided; cost is \$10 per square foot	\$60,000.00
Multi-Floor Facility (Optional)	Sq. Ft.	6,948	\$35	Cost per square foot for a multi-floor construction, elevators, restrooms vertical mechanical chases, stairwells, etc.	\$243,180.00
Parking - ADA 3 \$3,600	Sq. Ft.	3	\$3,600	Count is the number of spaces; cost is \$10 per square foot	\$10,800.00
Parking - Employee (Dispatch Shift) 120 \$2,700	Sq. Ft.	27	\$2,700	Count is the number of spaces; cost is \$10 per square foot	\$72,900.00
Parking - Employee (Non-Shift) 7 \$2,700	Sq. Ft.	35	\$2,700	Count is the number of spaces; cost is \$10 per square foot	\$94,500.00
Parking - Lot Circulation 2,430 \$10	Sq. Ft.	2,430	\$10	Parking lot access apron and aisle space; 15% of car parking space; count is the number of square feet; ; cost is \$10 per square foot	\$24,300.00
Parking - Miscellaneous Vehicles 3 \$2,700	Lot	3	\$2,700	Count is the number of spaces; cost is \$10 per square foot	\$8,100.00
Security Fence 1,530 \$10	Per Ft.	10,000	\$10	Fence around the site is 10 feet tall; count is the fence length in feet; cost is \$10 per foot	\$100,000.00
Site Preparation 136,000 \$7	Sq. Ft.	110,000	\$7	Count is number of square feet; cost is \$7 per square foot; includes basic landscaping	\$770,000.00
Flood Control Berm and Drainage	Sq. Ft.	18,125	\$13	Assumes a 6 foot berm with associated drainage around the building.	\$235,625.00
Utility Pad 1 \$21,000		1	\$21,000	Secured utility pad for diesel generators, fuel tank, HVAC cooling towers, and other external equipment items; pad is 30' x 50' and costs \$14 a square foot	\$21,000.00
Total Site Preparation Cost Estimate:					\$1,640,405.00

Building Furnishings and Systems Cost

	Unit	Count	Unit Cost	Description	Item Cost
Breakroom Appliances	Lot	1	\$11,750	Appliances include: Gas range - \$1740 Refrigerator (22 cubic ft. unit) - \$2300 Microwave (30 inch) - \$1300 Trash compactor - \$750 Dishwasher - \$1200	\$11,750.00
Building Management and Security	Lot	1	\$150,000	Building controls and monitors	\$150,000.00

BUDGETARY PROJECT COST ESTIMATE

System	Lot	2	\$62,500	Two 250 KW (Standby Rated) generators at \$250 per Kilowatt	\$125,000.00
Diesel Generator					
Fire Control - Raised Floor Areas	Sq. Ft.	4440	\$14	FM 200 Fire suppression system under raised floor at \$14 per	\$62,160.00
Raised Floor	Sq. Ft.	4630	\$100		\$463,000.00
Floor Carpet	Sq. Ft.	1571	\$30	square foot Carpet cost is estimated at \$30 dollars per square yard; count is number of square yards	\$47,130.00
Floor Vinyl/Tile	Sq. Ft.	2720	\$18	Vinyl/Tile cost is estimated at \$18 dollars per square yard; count	\$48,960.00
Fuel Tank	Lot	1	\$5,000	Generator Fuel Tank	\$5,000.00
Furniture, Millwork and Fixtures	Derived Unit Cost	8600	\$15	Includes office furniture, millwork, tables and chairs for conference rooms, break rooms, and training rooms and restroom fixtures; count is amount of non-raised floor space in facility	\$129,000.00
PBX System	Derived Unit Cost	45	\$1,000	Telephone system with voice mail; telephone count is 57	\$45,000.00
Lockers - Full Height	Count	30	\$275	Costs	\$8,250.00
Public Address System / Building P.A.	Lot	1	\$25,000	Installed throughout the facility	\$25,000.00
Radio Tower 120 Foot (includes installation)	Lot	1	\$120,000	Stand alone tower	\$120,000.00
Satellite Dish	Lot	1	\$1,000	Facility Satellite Dish	\$1,000.00
Security System - Access Control	Derived Unit Cost	1	\$17,500	Item includes: 1 PC System @ \$1,500 4 Card readers and door releases @ \$3,000 1 Card/badge printer @ \$4,000	\$17,500.00
Surveillance System - Cameras	Derived Unit Cost	1	\$54,900	Item includes: 8 Outdoor cameras @ \$5,000 8 Indoor cameras @ \$1,500 2 Power supplies @ \$250 16 Surge protectors @ \$150	\$54,900.00
Security System - Digital Recorder		1	\$35,000	6 50" Monitors and a video matrix switch	\$35,000.00
UPS System and Batteries		1	\$145,000	One 120 KVA system at \$1,100 per KVA	\$145,000.00
Budgetary Building Furnishing and Systems Cost Estimate:					\$1,493,650.00

Technical Systems Costs					
	Unit	Count	Unit Cost	Description	Item Cost
Consoles - Dispatch	Derived Unit Cost	15	\$11,000	Item contains; cost includes chairs; 5 dispatcher consoles 1 supervisor console	\$165,000.00
Consoles - Dispatch (Training)	Derived Unit Cost	1	\$11,000	Item contains; cost includes chair; 1 Console	\$11,000.00
Parking - Department Vehicles	Derived Unit Cost	4	\$2,700	Parking space for Police and Sheriff vans; two standard spaces are allocated for each van (540 s.f. per vehicle); cost is \$10 per foot	\$10,800.00
Instant Recall/Logging Recorder	Derived Unit Cost	16	\$1,700	Workstations and Common Equipment	\$27,200.00
PC DLP Projector	Derived Unit Cost	2	\$2,500	PC DLP Projector; located in conference and training rooms	\$5,000.00
TV Map, News and Weather Monitors	Derived Unit Cost	4	\$3,900	42" LCD TV sets; located in dispatch operations	\$15,600.00

BUDGETARY PROJECT COST ESTIMATE

TV News and Weather Monitors	Derived Unit Cost	4	\$500	24" TV sets; located in dispatch operations, conference and break rooms	\$2,000.00
Computer Aided Dispatch	Derived Unit Cost	16	\$45,000.00	Upgrade ADSi System for EMS Commercial Capabilities	\$720,000.00
Radio Console/Switch	Derived Unit Cost	16	\$22,000.00		\$352,000.00
EOC Desks	Derived Unit Cost	6	3,000.00	Item contains; cost includes chair; 1 dispatcher console	\$18,000.00
Parking - Visitors	Derived Unit Cost	30	2,700.00	EOC participant parking spaces; count is the number of spaces; cost is \$10 per foot	\$81,000.00
Ham Radio Antenna and Mast	Derived Unit Cost	1	1,000.00	Emergency Operation Control (EOC) communications resource	\$1,000.00
PC DLP Projector	Derived Unit Cost	2	2,500.00	PC DLP Projector	\$5,000.00
Video Wall		6	20,000.00	50" video Wall Matrix	\$120,000.00
Budgetary Technical Systems Cost Estimate:					\$1,533,600.00

Project Overhead Costs				
	Unit	Unit Cost	Description	Item Cost
Architect/Engineering	\$3,528,000.00	8%	Percentage of Building Cost	\$282,240.00
Contingency	\$3,528,000.00	15%	Percentage of Overall	\$529,200.00
Inflation	\$3,528,000.00	2%	Percentage of Overall	\$70,560.00
Project Management	\$3,528,000.00	5%	Percentage of Overall Less A&E Plus 10% of A&E	\$176,400.00
Budgetary Project Overhead Cost Estimate:				\$1,058,400.00

Project Cost Summary	
Derived Building Cost	\$3,528,000
Site Preparation Costs	\$1,640,405
Building Furnishings and Systems Cost	\$1,493,650
Technical Systems Costs	\$1,533,600
Project Overhead Costs	\$1,058,400
Project Total Cost Estimate	<u>\$9,010,875</u>

Second Floor Option Not Included and Subtracted (-\$243,180)

Rough Order of Magnitude Budgetary Cost Comparison (Annual Operations)

RCC in defining the staffing budget for the new facility under the new Joint Powers Authority has used the City of Visalia PD salary model for our calculations. As part of the JPA’s activities in the future, the development new staffing salaries and other compensation formulas will need to be defined and developed as new Standard Operating Procedures (SOPs) for the new facility.

RCC generally evaluated the operational costs currently in place with the existing four dispatch facilities and sees the new proposed site as having nearly 40% more space than the aggregate. Based on our calculations there will be a 40% increase in the proposed operating budget for the new center for services and maintenance or approximately **\$48,000.00** for services and maintenance.

The projected staffing count is less than the aggregate count of the four existing center and therefore should be roughly 10% less than the current staff cost, however, in the new staffing there are three new senior positions that will bring this to within 5% of the existing staff expense. The following is RCC’s ROM estimate for the new facilities annual operation budget. Salaries amounts are based on a composite of the current City of Visalia and Tulare County budget numbers provided.

ROM Annual Operations Budget

		Baseline Unit Cost	Converted	Annualized	Multiplier (Hours)	Annualized ROM Budget Cost
Facility Operations Cost						
Electricity	HVAC	28000 BTU	8.20560912 KWh	71881.14	0.22	\$15,814
	Lighting	16,000 Square Foot	1000 KWh/100 sq ft	140160	0.22	\$30,835
	Tech Sys	25000 BTU	7.32643671 Extrapolated	64179.59	0.22	\$14,120
Telephone	Circuits	15	30 Ann. Cost	360		\$5,400
Water/Trash		16000 Square Foot		8760	0.5	\$8,000
Miscellaneous		16000 Square Foot			0.2	\$3,200
						\$77,369
Staff						
Hourly Salary		\$43,000 Annual Net Pay	35% Burden	\$58,050	60	3,483,000
		\$55,000 Annual Net Pay	35% Burden	\$74,250	8	594,000
						4,077,000
Maintenance						
Facility		\$4,000,000 Facility Cost	5.0% Percent of Cost			\$200,000
Technical Systems		\$3,200,000 Square Foot	15.0% Percent of Cost			\$480,000
						\$680,000
Client: Tulare County Facility: Proposed Consolidated Dispatch Floor Space: 14,000 sq ft Total Staff: 68						ROM Operations Budget \$4,834,369

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¹³ Staff salaries are a derived number based on existing salary ranges provided for the stakeholder agencies.

Reported 2010 Communications Operating Budgets	
Exeter	\$77,292
Farmersville	\$66,972
TCCAD	\$894,293
Tulare County	\$2,613,839
Tule River Tribe	N/A
Visalia	\$1,859,098
Woodlake	\$74,852
Total	\$5,586,346

Given the aggregate cost of the stakeholder agencies and the proposed budget for the new facility the operating budgets are comparable. It should be noted however, that the new consolidated center has the executive management layer supported by the JPA, plus a dedicated technical analyst as part of the considered budgetary cost.

PATHFORWARD ISSUES

There are logical next steps that need to be considered, this will require the continuing consensus building within the current stakeholders and also reaching out to the other non-participating communities in the County. The Committee will need to gain municipal approval to move forward with this Project, and this Report is meant to provide the information needed to gain this approval. Once approved to move forward is given there are two primary activities which need to be initiated and they are;

1. **Funding Plan** – The committee will need to convert the information provided in this Report into a standalone budgetary funding plan this will involve available capital funding to be provided by the stakeholders and grant opportunities¹⁴.
2. **Joint Powers Authority Development** – The Committee, under the current MOU, will need to develop a JPA charter and have this approved and in place prior to the issuance of the Procurement Document to secure services, systems, and materials need to build the new facility.

During the defining of funding and the governance body it will be possible and is recommended by RCC that the development of performance driven specifications be moved forward. RCC would further recommend that these bid documents be constructed so as to allow for an architect, vendor,

¹⁴ Grant funding is available through the State and Federal Homeland Security driven initiatives. It is critical that the Committee, speaking for the emerging JPA lobby in behalf of the Consolidated Dispatch JPA. There is an initiative underway as part of the Central Planning Area (CPA) to regain UASI status for the Central Valley it is RCC's position that this will open an opportunity for the Consolidated Dispatch JPA to gain recognition and funding.

system integrator, or any combination be capable of bidding on this Project. Ideally, it is RCC’s recommended preference that a architect/system integrator be selected to provide a near turnkey design/build solution. This has been the case in many of the dispatch center projects we have been involved with including LAPD and the City of Long Beach. RCC stands ready to assist the Project in the formulation of the JPA and in preparing the required performance based driven technical specifications and bid document(s). Ideally, while the bid documents can be prepared by one of the stakeholder agencies municipalities (City of Visalia or Tulare County) it would be best that this bid go out from the Consolidated Dispatch JPA.

ID	Task Name	2010		2011				2012			
		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
1	Consensus Building and Funding	[Bar chart showing activity in Q4 2010]									
2	JPA Development	[Bar chart showing activity from Q4 2010 to Q2 2011]									
3	Specification and Procurement	[Bar chart showing activity from Q1 2011 to Q2 2011]									
4	Detailed Design (Programming)	[Bar chart showing activity from Q2 2011 to Q4 2011]									
5	Implementations	[Bar chart showing activity from Q3 2011 to Q4 2011]									
6	Testing and Commissioning	[Bar chart showing activity in Q4 2011]									

Path Forward Timeline

The JPA will need to issue and receive the proposals associated with this bid. The selection of a qualified contractor will begin the detailed design efforts which will include the program development for the building, technical system architecture and integration of with and into existing technical systems, and the contraction management (project management and project controls report) to oversee and monitor the implementation effort.

The technical specifications are the pivotal controlling document to drive the vendor selection, contract award, and eventual testing and commissioning of the new facility and associated technical systems. As part of the contract, it is critical that the expectations of performance in terms of functionality, reliability and overall service availability be defined. These specifications need to be constructed in such a manner that the selected contractor can provide a testing and cutover plan that can be witnessed and ensure to the County’s satisfaction that the facility and technical systems perform in compliance to the specifications and contract. RCC envisions that this effort will, assuming a start in the 4th quarter of 2010 will be completed in roughly 24 months.

CONCLUSIONS AND RECOMMENDATIONS

RCC has reviewed the existing resources, operational environment, and the existing technical systems as part of the preparation of this Report. It is recognized that Tulare County is a vibrant fast growing area, and that the citizens of the County and communities expect reasonable, but comprehensive public safety services. The State of California, in response to Federal directives from the Office of Homeland Security, is supporting communities in the evolution of public safety services to be prepared to respond effectively to a large scale event that supports a multi agency emergency management model. The initiative that is underway in Tulare County, supported by the City of Visalia through the Consolidated Dispatch Committee and supporting stakeholder communities is consistent with the Federal and State’s position. The Central Valley is being recognized for its strategic importance and a move is underfoot, with support from RCC staff in reestablishing the Central Valley as a federally recognized Urban Area Security Initiative (UASI)

Region. This will provide opportunities for securing funding and gaining regional recognition for this Project.

Any undertaking of this magnitude has inherent risks as well as realized benefits. The following is a synopsis of this Report identifying the key issues that have been considered and RCC's position on each point.

Dispatch Consolidation – It is RCC's professional opinion that a large geographic area the size of Tulare County, with a rapidly growing population approaching half a million is ideally suited for a consolidated command and control approach to public safety. Specifically, Tulare County needs to position public safety services so as to be capable of being responsive to an event that could require significant inter agency tactical management. While clearly this move to a new consolidated center will involve a significant capital investment, it is RCC's professional opinion that Tulare County needs to make this investment in its future now. Over the long term a consolidated dispatch approach as envisioned in this Report will provide improved operational efficiencies and will establish a platform and direction that will evolve with the needs of the area in the future.

Building a New Facility - RCC in meeting with the Committee and the stakeholders assessed the option of considering the build out of existing dispatch facilities, or possibly building out an existing facility. It is RCC's opinion that the existing dispatch facilities are space limited, and generally not conducive as a good work environment. There were no obvious candidate spaces discovered by RCC that would be suited for a public safety compatible consolidated dispatch center. Public safety services have evolved over the years and typically have been an afterthought adjunct supporting law enforcement, emergency medical service, and fire services. RCC's position is that the City of Visalia, Tulare County, and the participating stakeholder cities recognize that the need is there and the timing is right to build a public safety infrastructure that places the County on a sound operational footing, and we support that position. RCC recommends that the City of Visalia, Tulare County, and the participating municipal and agency stakeholder move forward with the build out of a new consolidated dispatch facility in the identified location in the downtown Visalia location.

Facility Siting – RCC has done a cursory review of five locations and has recommended the near Visalia downtown site at Race and Burke (former CalTrans site). RCC also thought that the Mooney Grove Park site was suitable, but gave the location advantage to the Race/Burke site. While RCC is recommending the Race/Burke site this is based on the 10 criteria defined in the Report, there could be sub-surface issues, and other concerns that were not presented to RCC.

Governance Approach – Given the size and composition of Tulare County it is RCC's position that the best possible approach to govern and manage a new consolidated dispatch facility and infrastructure is to create a new Joint Powers Authority. Of critical importance in realizing the vision for a new consolidated center is that the two largest participants, the City of Visalia, and the County needs to be fully vested in the process and participatory in the JPA. It is RCC's recommendation that members of the City of Visalia city council, and Tulare County board be members of the JPA, reference attachment C LA-RICS JPA Charter.

Computer Aided Dispatch – An important area for consideration in the new consolidated center will be the Computer Aided Dispatch (CAD) solution. RCC has evaluated the three existing CAD

platforms in the County and initially found no one system that would meet the needs of Law enforcement, fire and emergency medical service. Our initial recommendation was to replace all three with a new CAD system for the new consolidated dispatch facility. However, we have been in dialog with ADSi, of South Haven, Mississippi. ADSi has been associated with Tulare County Sheriff's for 25 years; most recently the Sheriff's has upgraded the ADSi CAD to support multi-agency support (2008), and are in the process of upgrading the server platforms. The issue remains that the ADSi CAD does not support EMS commercial management, which is part of the TCCAD system. RCC's opinion is that the ADSi platform is robust enough to support the new consolidated center, and that the ADSi platform is capable of being modified to support the TCCAD needs. The company ADSi is willing and capable of modifying their product to meet the EMS needs. While RCC is now recommending the use of the County's ADSi CAD be considered for upgrade to support TCCAD commercial operational needs, we also recognize the risk and are making an adjustment to the budgeted contingency to allow leverage for the Project on this issue.

Technical Systems Architecture – A particular consideration that RCC has taken into account for the new consolidated center is that it should be based on the latest technology platforms. Fundamentally, this is that 9-1-1 call delivery and operational interfaces between console workstations needs to be Internet Protocol (IP) driven. The State of California has been a leader in the development and deployment of this technology, now referred to as Next Generation (NG) 9-1-1. Following the lead of the City of Chicago, the City of Los Angeles Police Department implemented a NG-9-1-1 System. RCC was directly involved in the Los Angeles System definition and worked with the State of California 9-1-1 Office in defining a tariff that supports this service. The City of Fresno was also involved in this State initiative in the late 1990's and also has a NG9-1-1 compatible system. RCC is recommending and considered this approach in this Report.

Building Design – RCC has put forth a conceptual design focused on sizing and establishing a budgetary estimate. This design has taken into account operations, possible inclusion of additional city stakeholder, and projected growth for 30 years. The design presumes that the building is classified as an essential services facility; it does not however recommend the use of base isolation in the interest of cost. The cost of the construction of a flood mitigating 6 foot berm foundation is included. RCC has included an optional cost to build the building as a two story facility, but our recommendation is that the build be single story as presented.

Operations Alignment – RCC has identified in the Report that there is more to dispatch consolidation than just a building. RCC strongly recommends that once the JPA is in place it will be important to establish an operations committee to discuss, define, and publish new standard operations procedures for the new center. RCC is currently involved in working with the CPA in defining new SOPs for each of the seven counties involved, including Tulare.

APPENDIX 'A' California Joint Powers Agreements

CALIFORNIA CODIFIED, TITLE 1, Div. 7, Ch. 5, Art. 1, "Joint Powers Agreements", 6500-6536

6500. As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

6500.1. This chapter shall be known and may be cited as the Joint Exercise of Powers Act.

6501. This article does not authorize any state officer, board, commission, department, or other state agency or institution to make any agreement without the approval of the Department of General Services or the Director of General Services if such approval is required by law.

6502. If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

6502.5. In addition to any power common to its member districts, the Resource Conservation Energy Joint Powers Agency has the authority to finance, construct, install, and operate projects for the production of biogas and electricity from the digestion or fermentation of animal or agricultural waste. The agency may undertake these projects within its jurisdiction or outside its jurisdiction. The authority to undertake projects outside the jurisdiction of the agency is limited to the geographical areas of Fresno, Kings, Madera, Merced, San Joaquin, and Tulare Counties. Prior to undertaking a project authorized by this section outside the jurisdiction of the agency, the agency shall obtain approval of the board of supervisors of the county in which the project is to be located.

6502.7. (a) If authorized by their legislative or other governing bodies, two or more public agencies which have the authority to identify, plan for, monitor, control, regulate, dispose of, or abate liquid, toxic, or hazardous wastes or hazardous materials may, by agreement, jointly exercise any of these powers common to the contracting parties. (b) The contracting parties may provide special services, including persons specially trained,

experienced, expert, and competent to perform these special services. (c) The provisions of this section are declaratory of existing law and do not limit any authority which already exists.

6503. The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

6503.1. (a) When property tax revenues of a county of the second class are allocated by that county to an agency formed for the purpose of providing fire protection pursuant to this chapter, those funds may only be appropriated for expenditure by that agency for fire protection purposes. (b) As used in this section, "fire protection purposes" means those purposes directly related to, and in furtherance of, providing fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs. (c) This section shall not be interpreted to alter any provision of law governing the processes by which cities or counties select providers of ambulance transport services.

6503.5. Whenever a joint powers agreement provides for the creation of an agency or entity which is separate from the parties to the agreement and is responsible for the administration of the agreement, such agency or entity shall, within 30 days after the effective date of the agreement or amendment thereto, cause a notice of the agreement or amendment to be prepared and filed with the office of the Secretary of State. Such notice shall contain: (a) The name of each public agency which is a party to the agreement. (b) The date upon which the agreement became effective. (c) A statement of the purpose of the agreement or the power to be exercised. (d) A description of the amendment or amendments made to the agreement, if any. Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice required by this section within 30 days after the effective date of the agreement or amendment, shall not thereafter, and until such filings are completed, issue any bonds or incur indebtedness of any kind.

6503.7. Within 90 days after the effective date of this section, any separate agency or entity constituted pursuant to a joint powers agreement entered into prior to the effective date of this section and responsible for the administration of such agreement, shall cause a notice of the agreement to be prepared and filed with the office of the Secretary of State. Such notice shall contain all the information required for notice given pursuant to Section 6503.5. Notwithstanding any other provision of this chapter, any joint powers agency which is required and fails to file notice pursuant to this section within 90 days after the effective date of this section, shall not, thereafter, and until such filings are completed, issue any bonds, incur any debts, liabilities or obligations of any kind, or in any other way exercise any of its powers. For purposes of recovering the costs incurred in filing and processing the notices required to be filed pursuant to this section and Section 6503.5, the Secretary of State may establish a schedule

of fees. Such fees shall be collected by the office of the Secretary of State at the time the notices are filed and shall not exceed the reasonably anticipated cost to the Secretary of State of performing the work to which the fees relate.

6504. The parties to the agreement may provide that (a) contributions from the treasuries may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances. The funds may be paid to and disbursed by the agency or entity agreed upon, which may include a nonprofit corporation designated by the agreement to administer or execute the agreement for the parties to the agreement.

6505. (a) The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements. (b) In addition, and provided a separate agency or entity is created, the public officer performing the functions of auditor or controller as determined pursuant to Section 6505.5, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every agency or entity, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the agency or entity by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit. In each case the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 and shall conform to generally accepted auditing standards. (c) When an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting parties to the agreement and also with the county auditor of the county where the home office of the joint powers authority is located and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. The report shall be filed within 12 months of the end of the fiscal year or years under examination. (d) When a nonprofit corporation is designated by the agreement to administer or execute the agreement and no public officer is required to perform the functions of auditor or controller as determined pursuant to Section 6505.5, an audit of the accounts and records of the agreement shall be made at least once each year by a certified public accountant or public accountant, and a report thereof shall be filed as a public record with each of the contracting parties to the agreement and with the county auditor of the county where the home office of the joint powers authority is located, and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. These reports shall be filed within 12 months after the end of the fiscal year or years under examination. (e) Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by

the agency or entity and shall be a charge against any unencumbered funds of the agency or entity available for the purpose. (f) All agencies or entities may, by unanimous request of the governing body thereof, replace the annual special audit with an audit covering a two-year period. (g) Notwithstanding the foregoing provisions of this section to the contrary, agencies or entities shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

6505.1. The contracting parties to an agreement made pursuant to this chapter shall designate the public office or officers or person or persons who have charge of, handle, or have access to any property of the agency or entity and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the contracting parties.

6505.5. If a separate agency or entity is created by the agreement, the agreement shall designate the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant to be the depository and have custody of all the money of the agency or entity, from whatever source. The treasurer or certified public accountant so designated shall do all of the following: (a) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity. (b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her. (c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity. (d) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement. (e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report. The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depository pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The auditor shall draw warrants to pay demands against the agency or entity when the demands have been approved by any person authorized to so approve in the agreement creating the agency or entity. The governing body of the same public entity as the treasurer and auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the treasurer and auditor. However, where a certified public accountant has been designated as treasurer, the governing body of the same public entity as the auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the auditor.

6505.6. In lieu of the designation of a treasurer and auditor as set forth in Section 6505.5, the agency or entity may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5. In the event the agency or entity designates its officers or employees to fill the functions of treasurer or auditor, or both, pursuant to this section, such officers or employees shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

6506. The agency or entity provided by the agreement to administer or execute the agreement may be one or more of the parties to the agreement or a commission or board constituted pursuant to the agreement or a person, firm or corporation, including a nonprofit corporation, designated in the agreement. One or more of the parties may agree to provide all or a portion of the services to the other parties in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

6507. For the purposes of this article, the agency is a public entity separate from the parties to the agreement.

6508. The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. If the agency is not one or more of the parties to the agreement but is a public entity, commission or board constituted pursuant to the agreement and such agency is authorized, in its own name, to do any or all of the following: to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations, said agency shall have the power to sue and be sued in its own name. Any authorization pursuant to the agreement for the acquisition by the agency of property for the purposes of a project for the generation or transmission of electrical energy shall not include the condemnation of property owned or otherwise subject to use or control by any public utility within the state. The governing body of any agency having the power to sue or be sued in its own name, created by an agreement entered into after the amendment to this section at the 1969 Regular Session of the Legislature, between parties composed exclusively of parties which are cities, counties, or public districts of this state, irrespective of whether all such parties fall within the same category, may as provided in such agreement, and in any ratio provided in the agreement, be composed exclusively of officials elected to one or more of the governing bodies of the parties to such agreement. Any existing agreement composed of parties which are cities, counties or public districts which creates a governing board of any agency having the power to sue or be sued may, at the option of the parties to the agreement, be amended to provide that the governing body of the created agency shall be composed exclusively of officials elected to one or more of the governing boards of the parties to

such agreement in any ratio agreed to by the parties to the agreement. The governing body so created shall be empowered to delegate its functions to an advisory body or administrative entity for the purposes of program development, policy formulation, or program implementation, provided, however, that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency. In the event that such agency enters into further contracts, leases or other transactions with one or more of the parties to such agreement, an official elected to the governing body of such party may also act in the capacity of a member of the governing body of such agency.

6508.1. If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise. A party to the agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the agency.

6509. Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement.

6509.5. Any separate agency or entity created pursuant to this chapter shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the agency or entity, as the agency or entity determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code. If a nonprofit corporation is designated by the agreement to administer or execute the agreement for the parties to the agreement, it shall invest any moneys held for disbursement on behalf of the parties in the same manner and upon the same conditions as local agencies pursuant to Section 53601.

6509.7. (a) Notwithstanding any other provision of law, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power. Funds invested pursuant to an agreement entered into under this section may be invested as authorized by subdivision (o) of Section 53601. A joint powers authority formed pursuant to this section may issue shares of beneficial interest to participating public agencies. Each share shall represent an equal proportionate interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares of beneficial interest shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission. (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (n), inclusive, of Section 53601. (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000). (b) As used in this section, "public agency" includes a nonprofit corporation whose membership is confined

to public agencies or public officials, in addition to those agencies listed in Section 6500.

6510. The agreement may be continued for a definite term or until rescinded or terminated. The agreement may provide for the method by which it may be rescinded or terminated by any party.

6511. The agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers.

6512. The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

6512.1. If the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement.

6512.2. If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, the agreement may provide that termination by any party to the agreement shall not be construed as a completion of the purpose of the agreement and shall not require the repayment or return to the parties of all or any part of any contributions, payments, or advances made by the parties until the agreement is rescinded or terminated as to all parties. If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, it shall not be considered an agreement for the purposes of Section 895.2, provided that the agency responsible for carrying out the agreement is a member of the pool and the pool purchases insurance or reinsurance to cover the activities of that agency in carrying out the purposes of the agreement. The agreement may provide that after the completion of its purpose, any surplus money remaining in the pool shall be returned in proportion to the contributions made and the claims or losses paid.

6513. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

6514. Any state department or agency concerned with the provisions of services or facilities to mentally retarded persons and their families may enter into agreements under this chapter.

6514.5. Any public agency may enter into agreements with other state agencies pursuant to the provisions of Section 11256.

6515. In addition to other powers, any agency, commission or board provided for by a joint powers agreement entered into pursuant to Article 1 (commencing with Section 6500) of this chapter between an irrigation district and a city, if such entity has the power to acquire, construct, maintain or operate systems, plants, buildings, works and other facilities and property for the supplying of water for domestic, irrigation, sanitation, industrial, fire protection, recreation or any other public or private uses, may issue revenue bonds pursuant to the Revenue Bond Law of 1941 (commencing with Section 54300) to pay the cost and expenses of acquiring, constructing, improving and financing a project for any or all of such purposes. Upon the entity adopting the resolution referred to in Article 3 (commencing with Section 54380) the irrigation district and the city shall implement the same by each conducting the election in its own territory. The proposition authorizing the bonds shall be deemed adopted if it receives the affirmative vote of a majority of all the voters voting on the proposition within the entity. The provisions of this section shall be of no further force and effect after December 31, 1973, unless the entity is unable to accomplish the purpose of this section by reason of litigation, in which case this section shall continue to be effective until the final determination of such litigation and for one year thereafter.

6516. Public agencies conducting agricultural, livestock, industrial, cultural, or other types of fairs or exhibitions may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of workers' compensation, unemployment compensation, tort liability, public liability, or other losses incurred by those agencies. An insurance and risk pooling arrangement formed in accordance with a joint powers agreement pursuant to this section is not subject to Section 11007.7 of the Government Code. The Department of Food and Agriculture may enter into such a joint powers agreement for the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs, and the department shall have authority to contract with the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs with respect to such a joint powers agreement entered into on behalf of the California Exposition and State Fair, district agricultural association, or citrus fruit fair. Any county contracting with a nonprofit corporation to conduct a fair pursuant to Sections 25905 and 25906 of the Government Code may enter into such a joint powers agreement for a fair conducted by the nonprofit corporation, and shall have authority to contract with a nonprofit corporation with respect to such a joint powers agreement entered into on behalf of the fair of the nonprofit corporation. Any county contracting with a nonprofit corporation to conduct a fair shall assume all workers' compensation and liability obligations accrued prior to the dissolution or nonrenewal of the nonprofit corporation's contract with the county. Any

public entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

6516.3. Notwithstanding any other provision of law, a joint powers agency established in Orange County pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) of this chapter or Article 4 (commencing with Section 6584) of this chapter, in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, any obligations arising out of any delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854 or subdivision (d) of Section 4705 of the Revenue and Taxation Code, the joint powers agency bonds and the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the county or the local agency and the joint powers authority.

6516.5. Notwithstanding any other provision of law, a joint powers agency provided for by a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of this chapter may create risk pooling arrangements for the payment of general liability losses incurred by participants and exhibitors in fair sponsored programs and special events users of fair facilities, provided that the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

6516.6. (a) Notwithstanding any other provision of law, a joint powers agency established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854, the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the local agency and the joint powers authority. (b) Notwithstanding any other provision of law, a joint powers authority established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase or acquire, by sale, assignment, pledge, or other transfer, any or all right, title, and interest of any local agency in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables

that have been levied by or on behalf of the local agency and placed for collection on the secured, unsecured, or supplemental property tax rolls. Local agencies, including, cities, counties, cities and counties, school districts, redevelopment agencies, and all other special districts that are authorized by law to levy property taxes on the county tax rolls, are hereby authorized to sell, assign, pledge, or otherwise transfer to a joint powers authority any or all of their right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency for collection on the secured, unsecured, or supplemental property tax rolls in accordance with the terms and conditions that may be set forth in an agreement with a joint powers authority. (c)

Notwithstanding Division 1 (commencing with Section 50) of the Revenue and Taxation Code, upon any transfer authorized in subdivision (b), the following shall apply: (1) A local agency shall be entitled to timely payment of all delinquent taxes, assessments, and other receivables collected on its behalf on the secured, unsecured, and supplemental tax rolls, along with all penalties, interest, costs, and other charges thereon, no later than 30 calendar days after the close of the preceding monthly or four-week accounting period during which the delinquencies were paid by or on account of any property owner. (2) Upon its receipt of the delinquent taxes, assessments, and receivables that it had agreed to be transferred, a local agency shall pay those amounts, along with all applicable penalties, interest, costs, and other charges, to the joint powers authority in accordance with the terms and conditions that may be agreed to by the local agency and the joint powers authority. (3) The joint powers authority shall be entitled to assert all right, title, and interest of the local agency in the enforcement and collection of the delinquent taxes, assessments, and receivables, including without limitation, its lien priority, its right to receive the proceeds of delinquent taxes, assessments, and receivables, and its right to receive all penalties, interest, administrative costs, and any other charges, including attorney fees and costs, if otherwise authorized by law to be collected by the local agency. (4) (A) For any school district that participates in a joint powers authority using financing authorized by this section and that does not participate in the alternative method of distribution of tax levies under Chapter 3 of Division 1 of Part 8 of the Revenue and Taxation Code, the amount of property tax receipts to be reported in a fiscal year for the district under subdivision (f) of Section 75.70 of the Revenue and Taxation Code, or any other similar law requiring reporting of school district property tax receipts, shall be equal to 100 percent of the school district's allocable share of the taxes distributed to it for the then fiscal year, plus 100 percent of the school district's share of any delinquent secured and supplemental property taxes assigned from that year and 100 percent of its share of any delinquent secured and supplemental property taxes from any prior years which the school district has assigned to a joint powers authority in that fiscal year, as such delinquent taxes are shown on the delinquent tax roll prescribed by Section 2627 of the Revenue and Taxation Code, on an abstract list if one is kept pursuant to Chapter 4 (commencing with Section 4372) of Part 7 of Division 1 of the Revenue and Taxation Code, or other records maintained by the county, plus all other delinquent taxes

that the school district has not assigned to a joint powers authority which are collected and distributed to the school district as otherwise provided by law, less any reduction amount required by subparagraph (B). One hundred percent of the school district's allocable share of the delinquent taxes assigned for the current fiscal year, and 100 percent of the school district's allocable share of the delinquent taxes assigned for all years prior thereto, as shown on the delinquent roll, abstract list, or other records maintained by the county, whether or not those delinquent taxes are ever collected, shall be paid by the joint powers authority to the county auditor and shall be distributed to the school district by the county auditor in the same time and manner otherwise specified for the distribution of tax revenues generally to school districts pursuant to current law. Any additional amounts shall not be so reported and may be provided directly to a school district by a joint powers authority. (B) When a joint powers authority finances delinquent taxes for a school district pursuant to this section, and continuing as long as adjustments are made to the delinquent taxes previously assigned to a joint powers authority, the school district's tax receipts to be reported as set forth in subparagraph (A) shall be reduced by the amount of any adjustments made to the school district's allocable share of taxes shown on the applicable delinquent tax roll, abstract list, if one is kept, or other records maintained by the county, occurring for any reason whatsoever other than redemption, which reduce the amount of the delinquent taxes assigned to the joint powers authority. (C) A joint powers authority financing delinquent school district taxes and related penalties pursuant to this subdivision shall be solely responsible for, and shall pay directly to the county, all reasonable and identifiable administrative costs and expenses of the county which are incurred as a direct result of the compliance of the county tax collector or county auditor, or both, with any new or additional administrative procedures required for the county to comply with this subdivision. Where reasonably possible, the county shall provide a joint powers authority with an estimate of the amount of and basis for any additional administrative costs and expenses within a reasonable time after written request for an estimate. (D) In no event shall the state be responsible or liable for a joint powers authority's failure to actually pay the amounts required by subparagraphs (A) and (B), nor shall a failure constitute a basis for a claim against the state by a school district, county, or joint powers authority. (E) The phrase "school district," as used in this section, includes all school districts of every kind or class, including, without limitation, community college districts and county superintendents of school. (d) The powers conferred by this section upon joint powers authorities and local agencies shall be complete, additional, and cumulative to all other powers conferred upon them by law. Except as otherwise required by this section, the agreements authorized by this section need not comply with the requirements of any other laws applicable to the same subject matter. (e) An action to determine the validity of any bonds issued, any joint powers agreements entered into, any related agreements, including, without limitation, any bond indenture or any agreements relating to the sale, assignment, or pledge entered into by a joint powers authority or a local agency, the priority of any lien transferred in accordance with this section, and the respective rights and obligations of any joint powers authority and any party with whom the joint

powers authority may contract pursuant to this chapter, may be brought by the joint powers authority pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. Any appeal from a judgment in the action shall be commenced within 30 days after entry of judgment. (f) This section shall not be construed to affect the manner in which an agency participates in or withdraws from the alternative distribution method established by Chapter 3 (commencing with Section 4701) of Part 8 of Division 1 of the Revenue and Taxation Code.

6516.7. One or more public agencies and one or more private entities that provide child care or operate child day care facilities, as defined in Section 1596.750 of the Health and Safety Code, may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of unemployment compensation or tort liability losses incurred by these public and private entities.

A joint powers agency or entity formed pursuant to this section may not elect to finance unemployment insurance coverage under Article 5 (commencing with Section 801) of Chapter 3 of Part 1 of Division 1 of the Unemployment Insurance Code unless each member entity individually satisfies the requirements set forth in Section 801 or 802 of the Unemployment Insurance Code. Either a public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

6516.8. Any two or more harbor agencies may establish a joint powers authority pursuant to Part 1 (commencing with Section 1690) of Division 6 of the Harbors and Navigation Code.

6516.9. Notwithstanding any other provision of law, a joint powers agency or entity provided for by a joint powers agreement pursuant to this article, the members of which may conduct agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, may establish and administer risk pooling arrangements for the payment of liability losses, workers' compensation losses, and other types of losses incurred by members of the joint powers agency or entity and by nonprofit corporations conducting or benefiting agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, and by members of the joint powers agency or entity and by nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California. For purposes of this section, one or more public agencies and one or more nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California may enter into a joint powers agreement. The joint powers agency or entity may provide the nonprofit corporations with any services or nonrisk pooling programs provided to the agency's or entity's members. Aggregate payments made under each risk pooling arrangement shall not exceed the amount available in the pool

established for that arrangement. The joint powers agency or entity may establish and administer as many separate risk pooling arrangements as it deems desirable. A liability risk pooling arrangement established pursuant to this section also may provide for the payment of losses incurred by special events users, lessees, and licensees of facilities operated by nonprofit corporations, auxiliary organizations, public schools, the California Community Colleges, the California State University, or the University of California and for the payment of losses incurred by employees, participants and exhibitors in programs sponsored by those entities.

6517. (a) Notwithstanding any other provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency for the purpose of creating an agency or entity to finance the acquisition of land and the design and construction of state office buildings and parking facilities thereon. The joint powers agency or entity shall have the power to acquire land and construct office and parking facilities and to issue revenue bonds for these purposes. (b) The department may lease state property to, and enter into a lease-purchase agreement with, the joint powers agency or entity on behalf of the State of California for terms not exceeding 50 years. The lease may contain any other terms and conditions which the Director of the Department of General Services determines to be in the best interests of the state. (c) Any joint powers agreement and any agreement between the state and any joint powers agency or entity created pursuant to this section shall be submitted to the Legislature for approval through the budgetary process before execution. (d) This section shall not apply to or in any way limit the powers of any authority authorized under Section 8169.4.

6517.5. (a) Notwithstanding any other provision of this chapter, the Community Redevelopment Agency of the City of Los Angeles may advance funds, not to exceed four million dollars (\$4,000,000), to the Department of General Services and the Los Angeles State Office Building Authority to complete plans and prepare bid specifications and related documents for a proposed state office building to be located in the City of Los Angeles between Spring Street, Main Street, Third Avenue, and Fourth Street, subject to the requirements of this section. (b) The department or the authority shall make a determination on whether to proceed with construction of the state office building by June 30, 1987. (c) If the department or the authority determines not to proceed with construction of the state office building, the department shall reimburse the agency by December 31, 1987, from the Special Fund for Capital Outlay, for any and all funds advanced by the agency to the department or to the authority for completing plans, preparing bid documents, and taking other actions, including the employment of legal counsel, relating to the design development phase, construction document phase, and bidding phase for the state office building. (d) If the department or the authority determines to proceed with construction of the state office building, the agency shall be reimbursed for any and all funds advanced by the agency from the bond proceeds or from other financing available for construction of the state office building. (e) The authority may acquire, own, construct, and operate parking facilities to serve the state office building, as the authority may deem to be in the best interests of the people

of the State of California. (f) The department and the agency may amend the authority agreement to provide for longer terms of office and to remove the restrictions on the number of terms for the members of the governing board of the authority, as the department and agency may deem appropriate.

(g) As used in this section, "funds advanced by the agency" means the principal amount of the agency's advance.

6517.6. (a) (1) Notwithstanding any provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency to finance the acquisition of real property authorized by Section 14015 and all costs incidental or related thereto. The joint powers agency or entity shall have the power to acquire office and parking facilities and to issue certificates of participation as determined by the Treasurer in accordance with Section 14015. (2) Upon the request of the department, the Treasurer is hereby further authorized to serve as treasurer of the joint powers agency established pursuant to this section and to serve as trustee or fiscal agent for the certificates of participation. (3) The department may lease property from, and enter into an agreement with, the joint powers agency or entity created pursuant to subdivision (a) to purchase real property and improvements thereon on behalf of the state for terms not exceeding 25 years. (4) The department shall provide the Legislature with a 30-day notification of intent to advertise for proposals pursuant to this section. The department shall further provide the Legislature and the California Transportation Commission with notification of intent to acquire the real property 30 days prior to the acquisition. (b) Following the acquisition and occupation of the real property being acquired, the Department of Transportation shall sell or cause to be sold the existing office building located at 150 Oak Street in the City and County of San Francisco. The proceeds of the sale shall be deposited in the State Highway Account in the State Transportation Fund to be used to reduce the amount to finance the acquired facility.

6518. (a) A joint powers agency, without being subject to any limitations of any party to the joint powers agreement pursuant to Section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the joint powers agency until the equipment trust certificates are paid. (b) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) may provide in the agreement to purchase or lease transit equipment any of the following: (1) A direction that the vendor or lessor shall sell and assign or lease the

transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates. (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the entity. (3) An authorization for the joint powers agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the joint powers agency. (c) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) shall do all of the following: (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds. (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the joint powers agency. (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates. (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the joint powers agency. (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed. (d) The Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under this section. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under this section. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser. (e) Each vehicle purchased or leased under this section shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

6519. Notwithstanding any other provision of law, the State of California does hereby pledge to, and agree with, the holders of bonds issued by any agency or entity created by a joint exercise of powers agreement by and among two or more cities, counties, or cities and counties, that the state will not change the composition of the issuing agency or entity unless such change in composition is authorized by a majority vote of the legislative body of each such city, county, or city and county, or by a majority vote of the qualified electors of each such city, county, or city and county. "Change in composition," as used in this section, means the addition of any public agency or person to any agency or entity created by a joint exercise of powers agreement pursuant to this chapter, the deletion of any public agency from any such joint powers agency or entity, or the addition to, or deletion from, the governing body of any such joint powers agency, or entity of any public official of any member public agency or other public agency, or any other person.

6520. (a) Notwithstanding any other provision of law, the Board of Supervisors of San Diego County and the City Council of the City of San Diego may create by joint powers agreement, the San Diego Courthouse, Jail, and Related Facilities Development Agency, hereinafter referred to as "the agency," which shall have all the powers and duties of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code as well as all the powers of a joint powers agency pursuant to this chapter, with respect to the acquisition, construction, improvement, financing, and operation of a combined courthouse-criminal justice facility, including a parking garage, and other related improvements, hereinafter referred to as "the facility." (b) The agency shall be governed by a board of directors composed of one city council member and one citizen designated by the San Diego City Council; one supervisor and one citizen designated by the San Diego County Board of Supervisors; two citizens appointed by the presiding judge of the superior court effective during his or her term of presidency; the Sheriff of San Diego County; the president or designee of the San Diego County Bar Association; and one citizen designated by the District Attorney of San Diego County; all of whom shall serve at the pleasure of the appointing power and without further compensation. (c) The City of San Diego and the County of San Diego shall each have the power of nonconcurrency over any action taken by the board of directors, provided that a motion for reconsideration is made by a member of the board of directors immediately following the vote of the board of directors approving such action, and further provided that the city council or the board of supervisors votes to nullify such action, by a majority vote of its membership, within 30 days. (d) The county may transfer to the agency county funds in either a Courthouse Temporary Construction Fund or a County Criminal Justice Facility Temporary Construction Fund, or both, to be expended for purposes of the facility. (e) In addition to those funds, (1) the agency's governing body may allot up to 15 percent of the fines and forfeitures received by the City of San Diego pursuant to Section 1463 of the Penal Code from the service area of the downtown courts, as defined by the agency, for expenditure by the agency for the purposes specified in subdivision (a); (2) the City of San Diego and the County of San Diego may allot to the agency any state or federal funds received for purposes of the facility; and (3) the agency may expend any rent, parking fees, or taxes received on leasehold interests in the facility, for the purposes specified in subdivision (a).

6520.1. Notwithstanding any other provision of this code, the Board of Supervisors of Siskiyou County and the city councils of the cities within Siskiyou County may create, by joint powers agreement, the Collier Interpretive and Information Center Agency to construct, improve, finance, lease, maintain, and operate the Randolph E. Collier Safety Roadside Rest Area as an information and safety rest facility and to expand the use of the site into a cultural, tourist, river fisheries, water, natural resource, and aquatic habitat interpretive center.

6522. Notwithstanding any other provision of this chapter, any state department or agency entering into a joint powers agreement with a federal, county, or city government or agency or public district in order to create a

joint powers agency, shall ensure that the participation goals specified in Section 16850 and Section 10115 of the Public Contract Code and in Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code become a part of the agreement, and shall apply to contracts executed by the joint powers agency.

6523. A joint powers entity that is created pursuant to an agreement entered into, in accordance with this article, by the City of West Sacramento, Reclamation District No. 537, and Reclamation District No. 900 may exercise the authority granted to reclamation districts under Part 7 (commencing with Section 51200) and Part 8 (commencing with Section 52100) of Division 15 of the Water Code for the purposes of Sections 12670.2, 12670.3, and 12670.4 of the Water Code.

6523.4. (a) Notwithstanding any other provision of this chapter, the Selma Community Hospital, a private, nonprofit hospital in Fresno County, may enter into a joint powers agreement with one or more of the following public agencies: (1) The Alta Hospital District. (2) The Kingsburg Hospital District. (3) The Sierra-Kings Hospital District. (b) The joint powers authority created pursuant to subdivision (a) may perform only the following functions: (1) Engage in joint planning for health care services. (2) Allocate health care services among the different facilities operated by the hospitals. (3) Engage in joint purchasing, joint development, and joint ownership of health care delivery and financing programs. (4) Consolidate or eliminate duplicative administrative, clinical, and medical services. (5) Engage in joint contracting and negotiations with health plans. (6) Take cooperative actions in order to provide for the health care needs of the residents of the communities they serve. (c) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes. (d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section. (e) Nothing in this section shall authorize activities that corporations and other artificial legal entities are prohibited from conducting by Section 2400 of the Business and Professions Code.

6523.5. Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Contra Costa may enter into a joint powers agreement with a public agency, as defined in Section 6500.

6523.6. (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Tulare may enter into a joint powers agreement with a public agency, as defined in Section 6500. (b) Nonprofit hospitals and public agencies participating in a joint powers agreement

entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes. (c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6523.7. (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Kings may enter into a joint powers agreement with a public agency, as defined in Section 6500. (b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes. (c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6523.8. (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of Tuolumne may enter into a joint powers agreement with a public agency, as defined in Section 6500. (b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. (c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes. (d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6523.9. (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of San Diego may enter into a joint powers agreement with any public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. (c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes. (d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6524. Notwithstanding any other provision of this chapter, a private, nonprofit children's hospital in a county of the third class may enter into a joint powers agreement with any public agency, as defined in Section 6500.

6525. Notwithstanding any other provision of this chapter, a mutual water company may enter into a joint powers agreement with any public agency for the purpose of jointly exercising any power common to the contracting parties.

6526. Notwithstanding any other provision of law, any public agency that is a member of the South East Regional Reclamation Authority, the Aliso Water Management Agency, the South Orange County Reclamation Authority, or the San Juan Basin Authority may exercise any power granted to those entities by any of the joint powers agreements creating those entities, whether or not that public agency is a signatory to any of these joint powers agreements granting that power or is otherwise authorized by law to exercise that power, for the purpose of promoting efficiency in the administration of these joint powers entities.

6527. (a) Notwithstanding any other provision of law, where two or more health care districts have joined together to pool their self-insurance claims or losses, a nonprofit corporation that provides health care services that may be carried out by a health care district may participate in the pool, provided that its participation in an existing joint powers agreement, as authorized by this section, shall be permitted only after the public agency members, or public agency representatives on the governing body of the joint powers entity make a finding, at a public meeting, that the agreement provides both of the following: (1) The primary activities conducted under the joint powers agreement will be substantially related to and in furtherance of the governmental purposes of the public agency. (2) The public agency participants will maintain control over the activities conducted under the joint powers agreement through public agency control over governance, management, or ownership of the joint powers authority. (b) Any public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis. (c) In any risk pooling arrangement created under this section, the aggregate

payments made under each program shall not exceed the amount available in the pool established for that program. (d) A public meeting shall be held prior to the dissolution or termination of any enterprise operating under this section to consider the disposition, division, or distribution of any property acquired as a result of exercise of the joint exercise of powers. (e) Nothing in this section shall be construed to do any of the following: (1) Relieve a public benefit corporation that is a health facility from charitable trust obligations. (2) Exempt such a public benefit corporation from existing law governing joint ventures, or the sale, transfer, lease, exchange, option, conveyance, or other disposition of assets. (3) Grant any power to any private, nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. (4) Permit any entity, other than a private, nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section. (5) Permit an agency or entity created pursuant to a joint powers agreement entered into pursuant to this section to act in a manner inconsistent with the laws that apply to public agencies, including, but not limited to, the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)). (f) Notwithstanding any other provision of law, the Self-Insurers' Security Fund established pursuant to Article 2.5 (commencing with Section 3740) of Chapter 4 of Part 1 of Division 4 of the Labor Code shall owe no duties or obligations to any entity that participates as a party to an agreement authorized pursuant to this section, or to its employees, and shall not be required, under any circumstances, to assume the worker's compensation liabilities of this entity if it becomes insolvent or otherwise unable to pay those liabilities. (g) For purposes of this section, "self-insurance claims or losses" includes, but is not limited to, claims or losses incurred pursuant to Chapter 4 (commencing with Section 3700) of Part 1 of Division 4 of the Labor Code.

6528. A charter school, including a charter school organized pursuant to Section 47604 of the Education Code, may be considered a public agency, as defined in Section 6500, for the purpose of being eligible for membership in a joint powers agreement for risk-pooling.

6529. (a) The Elk Valley Rancheria Tribal Council, as the governing body of the Elk Valley Rancheria, California, a federally recognized Indian tribe, may enter into a joint powers agreement with the County of Del Norte and the City of Crescent City, or both, and shall be deemed to be a public agency for purposes of this chapter. (b) On and after January 1, 2004, the joint powers authority created pursuant to subdivision (a) shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authority or one or more of its public agency members.

6530. (a) Notwithstanding any other provision of law, the Torres Martinez Desert Cahuilla Indians are authorized to enter into a joint powers agreement to participate in the Salton Sea Authority. (b) On and after January 1, 2002, the Salton Sea Authority shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authority or one or more of its public agency members.

6531. (a) The Legislature finds and declares all of the following:

(1) It is in the best interests of communities located within the City of San Diego for the local public agencies that have jurisdiction within the city to form a joint powers agency to provide for the orderly and coordinated acquisition, construction, and development of model school projects. These projects may include the acquisition of land by negotiation or eminent domain, the construction of schools, the construction of recreational facilities or park sites or both, and the construction of replacement and other housing, including market rate, moderate-income, and low-income housing. (2) The coordinated construction of these projects by

redevelopment agencies, school districts, housing authorities, housing commissions, and the city is of great public benefit and will save public money and time in supplying much needed replacement housing lost when schools are constructed within existing communities. (3) Legislation is needed to allow redevelopment agencies, school districts, housing authorities, housing commissions, and the city to use their powers to the greatest extent possible to expedite, coordinate, and streamline the construction and eventual operation of such projects. (b) (1) Notwithstanding any other provision of

law, the Redevelopment Agency of the City of San Diego, the Housing Authority of the City of San Diego, the San Diego Housing Commission, the San Diego Unified School District, and the City of San Diego may enter into a joint powers agreement to create and operate a joint powers agency for the development and construction of a model school project located within the City Heights Project Area. The agency created pursuant to this section shall be known as the San Diego Model School Development Agency. The San Diego Model School Development Agency shall have all the powers of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code, all of the powers of a housing authority pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, and all of the powers of the San Diego Unified School District, as well as all the powers of a joint powers agency granted pursuant to this chapter, to acquire property and to construct and improve and finance one or more schools, housing projects, parks, recreational facilities, and any other facilities reasonably necessary for their proper operation. Further, the San Diego Model School Development Agency shall have all of the powers of the City of San Diego pursuant to its charter and state law to acquire property and to finance and operate parks and recreational facilities and any other facilities reasonably necessary for their proper operation. (2)

Notwithstanding paragraph (1), neither the San Diego Model School Development Agency nor the Redevelopment Agency of the City of San Diego shall expend any

property tax increment revenues to acquire property, and to construct, improve, and finance a school within the City Heights Project Area. (3) Nothing in this section shall relieve the San Diego Model School Development Agency or the Redevelopment Agency of the City of San Diego from its obligations to increase, improve, and preserve the community's supply of low- and moderate-income housing, including, but not limited to, the obligation to provide relocation assistance, the obligation to provide replacement housing, the obligation to meet housing production quotas, and the obligation to set aside property tax increment funds for those purposes. (4) The San Diego Model School Development Agency shall perform any construction activities in accordance with the applicable provisions of the Public Contract Code, the Education Code, and the Labor Code that apply, respectively, to the redevelopment agency, housing authority, housing commission, school district, or city creating the San Diego Model School Development Agency. Funding pursuant to Proposition MM, a local San Diego County bond measure enacted by the voters for the purpose of school construction, shall be used only for the design, development, construction, and financing of school-related facilities and improvements, including schools, as authorized and to the extent authorized under Proposition MM. (c) Any member of the joint powers agency, including the school district, may, to the extent permitted by law, transfer and contribute funds to the agency, including bond funds, to be deposited into and to be held in a facility fund to be expended for purposes of the acquisition of property for, and the development and construction of, any school, housing project, or other facility described in this section. (d) Nothing contained in this section shall preclude the joint powers agency from distributing funds, upon completion of construction, the school, housing project, park, recreational facility, or other facility to a member of the agency to operate the school, housing project, park, or other facility that the member is otherwise authorized to operate. These distribution provisions shall be set forth in the joint powers agreement, if applicable. (e) The San Diego Model School Development Agency may construct a school in the City Heights Project Area pursuant to Chapter 2.5 (commencing with Section 17250.10) of Part 10.5 of the Education Code. (f) The San Diego Model School Development Agency shall establish and enforce, with respect to construction contracts awarded by the joint powers agency, a labor compliance program containing the requirements outlined in Section 1771.5 of the Labor Code or shall contract with a third party to operate a labor compliance program containing those requirements. This requirement shall not apply to projects that are subject to a collective bargaining agreement that binds all of the contractors and subcontractors performing work on the project, but nothing shall prevent the joint powers agency from operating a labor compliance program with respect to those projects.

(g) Construction workers employed as apprentices by contractors and subcontractors on contracts awarded by the San Diego Model School Development Agency shall be enrolled in a registered apprenticeship program, approved by the California Apprenticeship Council, that has graduated apprentices in the same craft in each of the preceding five years. This graduation requirement shall be applicable for any craft that was first deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft prior to January 1, 1998. A contractor or subcontractor need not

submit contract award information to an apprenticeship program that does not meet the graduation requirements of this subdivision. If no apprenticeship program meets the graduation requirements of this subdivision for a particular craft, the graduation requirements shall not apply for that craft.

6533. (a) The board of directors of the Eastern Water Alliance Joint Powers Agency may grant available funds to a member public agency for the purposes of assisting that member public agency in acquiring water if the board determines that that water supply will benefit the Eastern San Joaquin County Groundwater Basin as a whole and that that member public agency would otherwise be unable to acquire that water. Section 10753.1 of the Water Code applies to any groundwater regulation under this section. As used in this section, the term "groundwater" has the same definition as set forth in subdivision (a) of Section 10752 of the Water Code. (b) (1) For the purpose of supplementing the general operating revenues of the joint powers agency, upon the request of the board of directors of the joint powers agency, the Board of Supervisors of San Joaquin County may grant to the joint powers agency funds from the county general fund or Zone 2 of the San Joaquin County Flood Control and Water Conservation District that are available to carry out any purpose of the joint powers agency for which the county or district is authorized to expend funds. (2) Nothing in paragraph (1) grants a preference to the joint powers agency over other public agencies for the purposes of receiving funds described in that paragraph. (c) The joint powers agency shall deposit any county or district funds received pursuant to subdivision (b) in a separate account, and upon request of the county or district, shall demonstrate that all expenditures made from that account are being used only to carry out the powers, projects, and purposes of the joint powers agency and San Joaquin County or Zone 2 of the San Joaquin County Flood Control and Water Conservation District. (d) Subject to Article XIIIID of the California Constitution, the joint powers agency may impose a plan implementation charge, in accordance with this subdivision, on landowners within its boundaries for the property related service received from improved groundwater management and planning, and for improved groundwater levels and availability, provided by the joint powers agency. This plan implementation charge shall be a charge for water subject to the procedures and requirements set forth in subdivisions (a) and (b) of Section 6 of Article XIIIID of the California Constitution, as follows: (1) Each year the board of directors of the joint powers agency may fix a plan implementation charge that may not exceed the annual cost of carrying out the actions financed by the charge. The board of directors may use multiyear budgeting to determine the plan implementation charge for up to five years and adopt a schedule of charges for this time period. (2) Before imposing the plan implementation charge, the board of directors of the joint powers agency shall identify the parcels of land within the joint powers agency to be benefited by the actions financed by the charge, the need for the plan implementation charge, and the amount of the charge to be imposed on each parcel. The amount of the charge upon any parcel may not exceed the proportional costs of the actions financed by the charge attributable to that parcel. The joint powers agency shall provide written notice of the plan implementation charge and conduct a public hearing as provided in subdivision (a) of Section 6 of Article XIIIID of the California Constitution. The joint

powers agency may not impose the plan implementation charge if written protests against the charge are presented by a majority of the owners of the identified parcels upon which the charge will be imposed. (3) (A) The plan implementation charge, at the option of the joint powers agency, may be collected on the tax rolls of the county in the same manner, by the same persons, and at the same time as, together with and not separate from, county ad valorem property taxes. In that event, of the amount collected pursuant to this paragraph, the county auditor may deduct that amount required to reimburse the county for its actual cost of collection. (B) In lieu of that option, the joint powers agency shall collect plan implementation charges at the same time, together with penalties and interest at the same rates as is prescribed for the collection of county ad valorem property taxes. (4) The amount of an unpaid plan implementation charge, together with any penalty and interest thereon, shall constitute a lien on that land as of the same time and in the same manner as does the tax lien securing county ad valorem property taxes. (5) In lieu of a plan implementation charge being imposed on parcels within the boundaries of any individual member public agency of the joint powers agency, any member of the joint powers agency may determine by resolution to make payment to the joint powers agency of funds in an amount equal to the amount that would be raised by imposition of the plan implementation charge within the boundaries of that member, to be paid at the same time that the plan implementation charge would be collected if imposed. (e) For the purposes of this section, "joint powers agency" means the Eastern Water Alliance Joint Powers Agency. (f) For the purposes of this section, "Eastern San Joaquin County Groundwater Basin" means the Eastern San Joaquin County Basin described on pages 38 and 39 of the Department of Water Resources' Bulletin No. 118-80.

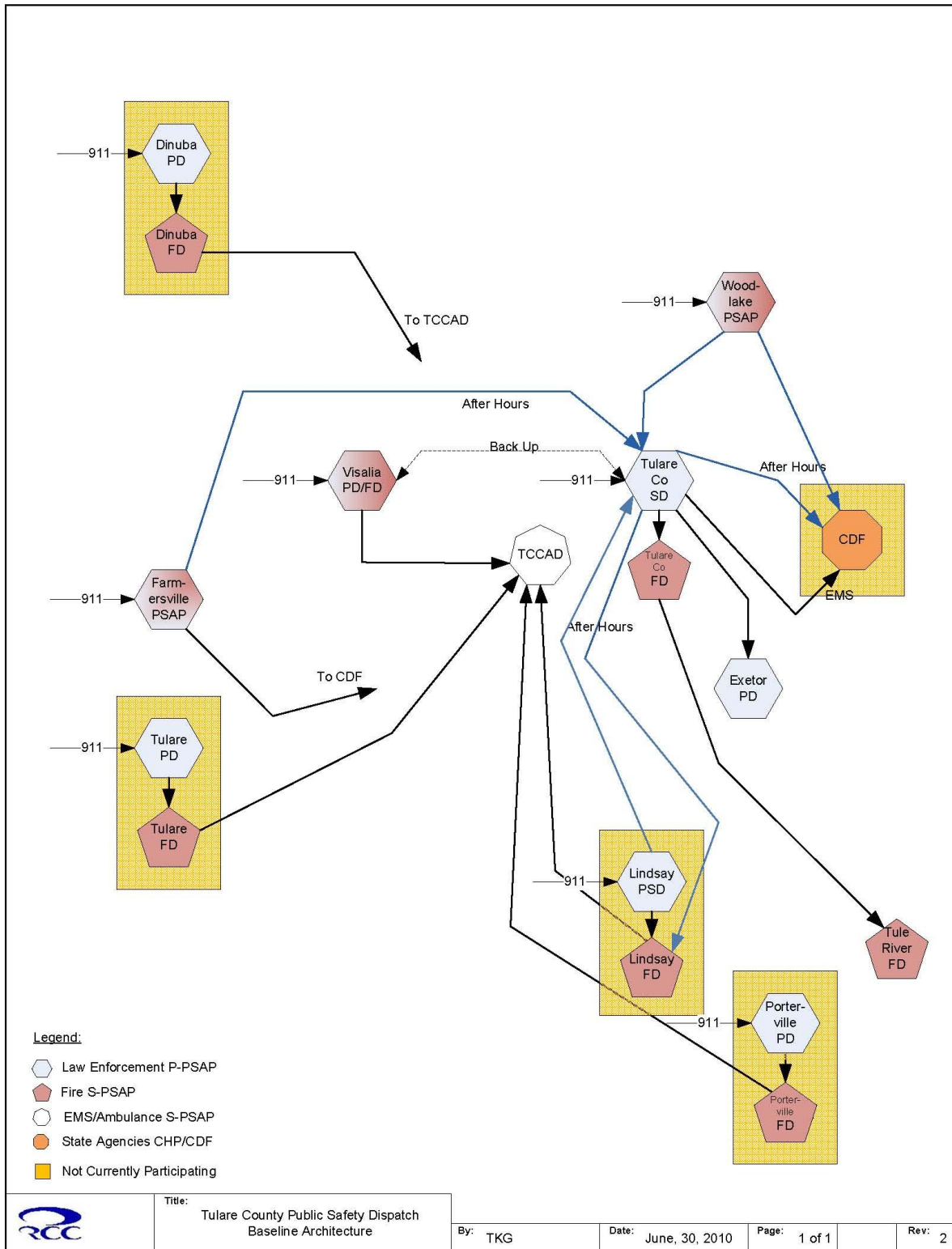
6534. (a) This section shall be known, and may be cited, as the California Prison Inmate Health Service Reform Act. (b) The Department of Corrections may enter into joint powers agreements under this chapter with one or more health care districts established in accordance with Division 23 (commencing with Section 32000) of the Health and Safety Code, in order to establish regional inmate health service joint powers agencies. (c) Inmate health service joint powers authorities may be utilized for any purpose related to the provision, acquisition, or coordination of inmate health care services, including, but not limited to, all of the following: (1) The provision of district hospital-based surgical, diagnostic, emergency, trauma, acute care, skilled nursing, long-term, and inpatient psychiatric care. (2) Health care utilization review services. (3) Health facility management consultation services. (4) Health care contract design, negotiation, management, and related consultation services. (5) Health care quality monitoring, management, and oversight consulting services. (6) Physician and health care staff recruitment services. (7) The design, construction, and operation of dedicated, secure, community-based health care facilities for the provision of inmate health care services.

6535. Any entity that is established pursuant to a joint powers agreement authorized under this article that is also licensed under Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code, where one of the parties to the joint powers agreement is an entity

established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, shall be subject to all of the same provisions, including, but not limited to, governance, public records requirements, open meeting requirements, and conflicts of interest as is the entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, as applicable, that is a party to the joint powers agreement.

6536. Notwithstanding any other provision of this chapter, a private, nonprofit corporation that conducts fairs and other events and exhibitions on land leased from the County of Los Angeles may enter into a joint powers agreement with a public agency, as defined in Section 6500, for mutually beneficial uses of the public land. The agency formed pursuant to this joint powers agreement shall be deemed a public entity as described in Section 6507.

APPENDIX 'B' Tulare 9-1-1 Existing Architecture



APPENDIX 'C' LA-RICS Joint Powers Agreement



The Los Angeles
Regional Interoperable
Communications System
Authority

Joint Powers Agreement

January 2009

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Exhibit

A – Members

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**Joint Powers Agreement to Establish
The Los Angeles Regional
Interoperable Communications System Authority**

THIS JOINT POWERS AGREEMENT (the "Agreement") is made as of the Effective Date by and between the public agencies set forth in Exhibit A.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

Whereas the Members require wide area and interoperable communications, and Members acting independently have limited resources to construct a communications network providing these capabilities; and,

Whereas the Members have determined that working in concert to share radio communications resources is in the public interest, as doing so would provide the most effective and economical radio communications network for all participating public agencies; and,

Whereas the Members agree that the collective goal is to evaluate, establish, and participate in a public safety radio network to meet or enhance current public safety radio communications needs of Members and to provide an architecture capable of expanding to meet future needs; and,

Whereas, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et. seq., (the "Act") to enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, the Members agree as follows:

Article I - GENERAL PROVISIONS

1.01 Purpose.

This Agreement is to create an agency to exercise the powers shared in common by its Members to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (hereinafter referred to as the "Los Angeles Regional Interoperable Communications System", "LA-RICS", or the "System"). As part of this



Joint Powers Agreement

purpose, Members will seek to meet or enhance the current public safety communications needs with a System capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of the System. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

1.02 Creation of Authority.

Pursuant to the Act, the Members hereby create a public entity to be known as the "Los Angeles Regional Interoperable Communications System Authority" (hereinafter, the "Authority"). The Authority shall be a public entity separate and apart from the Members who shall administer this Agreement. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.

1.03 Membership in the Authority.

Participation in the Authority is limited to public agencies, as defined by the Act, in the greater Los Angeles area that have approved and executed this Agreement, and contributed resources of any kind toward the construction and/or on-going operation of the System (including, but not limited to financial, personnel, frequency, equipment, radio site, real estate or other resources), as approved by the Board of Directors.

1.04 Term.

This Agreement shall become effective, and the Authority shall come into existence, when each of the following occurs (the "Effective Date"):

- (a) The Agreement is authorized and executed by the City of Los Angeles and the County of Los Angeles; and
- (b) Forty-five days has elapsed after the authorization and execution of the Agreement by both the City of Los Angeles and County of Los Angeles.

Prior to the Effective Date, public agencies may become Members of the Authority, without Board approval, by adoption and execution of this Agreement. After the Effective Date, membership is subject to approval by the Board as set forth in Section 7.02(a) of this document.



Joint Powers Agreement

Article II - Board of Directors.**2.01 Composition of the Board**

The Authority shall be administered by a Board of Directors (the "Board") consisting of a minimum of eight (8) Directors and not more than seventeen (17) Directors identified by the following appointing authorities:

1. The City of Los Angeles City Administrative Officer
2. The City of Los Angeles Fire Chief
3. The City of Los Angeles Police Chief
4. The City of Los Angeles Chief Legislative Analyst
5. The County of Los Angeles Chief Executive Officer
6. The County of Los Angeles Fire Chief
7. The Sheriff of Los Angeles County
8. The County of Los Angeles Department of Health Services Director
9. The Los Angeles Unified School District Police Chief
10. The City of Long Beach
11. The Los Angeles Area Fire Chiefs Association
12. The Los Angeles County Police Chiefs Association
13. The California Contract Cities Association
14. At Large
15. At Large
16. At Large
17. At Large

2.02 Appointment of Directors

- (a) Each of the officials listed in 1 through 9 above may appoint one Director and one Alternate Director to the Board when the agency such official represents becomes a Member.
- (b) The City of Long Beach may appoint one Director and one Alternate Director to the Board when the City of Long Beach becomes a Member.
- (c) Each of the Associations listed in 11 and 12 above may appoint one Director and one Alternate Director to the Board when at least one member of their respective Association becomes a Member of the Authority.
- (d) The California Contract Cities Association may appoint one Director and one Alternate Director to the Board when at least one member of the Association becomes a Member of the Authority. In order to participate in the selection process, Association members must also be Members of the Authority.



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(e) At Large Directors and Alternate Directors shall be selected by a majority vote of Member cities, other than the Cities of Los Angeles and Long Beach, as follows:

- (1) One At Large Director (and one Alternate Director) must represent a Member city that operates both independent police and fire departments;
- (2) Two At Large Directors (and two Alternates) must represent Member cities that operate an independent police department and/or an independent fire department; and
- (3) One At Large Director (and one Alternate Director) must represent a Member city not otherwise represented on the Board.

(f) Within fifteen (15) days after the Effective Date, eligible Member cities shall endeavor to meet and provide for the selection of the At Large Directors and Alternate Directors, and all other entities shall endeavor to appoint their Directors and Alternates. The logistics for filling the At Large Director and Alternate Director vacancies shall be provided for in the bylaws.

(g) At the time of appointment and for the duration of service, Directors and Alternate Directors shall be employees or officers of Members. All Directors and Alternate Directors shall be non-elected officials, with the sole exception of the Los Angeles County Sheriff.

(h) The term of office of each Director and Alternate Director shall be two years, or until a successor has been appointed. Directors and Alternate Directors may serve an unlimited number of terms.

(i) No Member can hold more than one seat on the Board concurrently, except that the County of Los Angeles and the City of Los Angeles can hold the Board seats designated by the eight individuals listed in items 1 through 8 in Section 2.01.

(j) An Alternate Director may act in their Director's absence and shall exercise all rights and privileges of a Director.

(k) Each Director and each Alternate Director shall serve at the pleasure of the appointing authority and may be removed by the appointing authority at any time without notice.

(l) Notice of any removal or appointment of a Director or Alternate Director shall be provided in writing to the Chair of the Board.

2.03 Purpose of Board.

The general purpose of the Board is to:



Joint Powers Agreement

- (a) Provide structure for administrative and fiscal oversight;
- (b) Identify and pursue funding sources;
- (c) Set policy;
- (d) Maximize the utilization of available resources; and
- (e) Oversee all Committee activities.

2.04 Specific Responsibilities of the Board.

The specific responsibilities of the Board shall be as follows:

- (a) Identify participating entities needs and requirements;
- (b) Develop and implement a funding plan (the "Funding Plan") for the construction and on-going operation of a shared voice and data system;
- (c) Formulate and adopt the budget prior to the commencement of the fiscal year;
- (d) Hire necessary and sufficient staff and adopt personnel rules and regulations;
- (e) Adopt rules for procuring supplies, equipment and services;
- (f) Adopt rules for the disposal of surplus property;
- (g) Establish committees as necessary to ensure that the interests and concerns of each user agency are represented and to ensure operational, technical and financial issues are thoroughly researched and analyzed;
- (h) Provide for System implementation and monitoring;
- (i) Determine the most appropriate and cost effective maintenance plan for the System;
- (j) Provide for System maintenance;
- (k) Adopt and revise System operating policies and procedures, as well as technical and maintenance requirements;
- (l) Review and adopt recommendations regarding the establishment of System priorities and talk groups;
- (m) Address concerns of all System user agencies;
- (n) Oversee the establishment of long-range plans;



Joint Powers Agreement

- (o) Conduct and oversee System audits at intervals not to exceed three years;
- (p) Arrange for an annual independent fiscal audit;
- (q) Adopt such bylaws, rules and regulations as are necessary for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement; and
- (r) Discharge other duties as appropriate or required by statute.

2.05 Startup Responsibilities

The Authority shall have the duty to do the following within the specified timeframe or, if no time is specified, within a reasonable time:

- (a) To establish within three (3) months of the Effective Date of this Agreement the Advisory Committees designated in Section 3.07;
- (b) To use its best efforts to develop and adopt within nine (9) months of the Effective Date of this Agreement:
 - (1) A plan specifying a means or formula for determining the timing and sequencing of construction of the System consistent with the functional specifications; and
 - (2) A Funding Plan specifying a means or formula for funding the construction, operation and maintenance of the System; such Funding Plan shall include an allocation of costs among the Members, subscribers, and other funding sources;
- (c) To establish System participation pricing including start-up costs, and ongoing Subscriber/Member unit pricing to cover System operations, technical upgrades, and System replacement reserves;
- (d) To encourage other governmental and quasi-governmental agencies, including but not limited to, the State and Federal government, and special districts, to participate in LA-RICS;
- (e) To establish policies and procedures for the voluntary transfer and/or sharing of assets from Members;
- (f) To retain legal counsel; and
- (g) To evaluate the need for, acquire and maintain necessary insurance.



Joint Powers Agreement

2.06 Meetings of the Board.

- (a) Regular Meetings. The Board shall provide for its regular meetings provided, however, that at least one regular meeting shall be held quarterly. The date, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of the resolution shall be transmitted to each of the Members.
- (b) Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the bylaws.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950). As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member, Director and Alternate Director.
- (d) First Meeting. The first meeting of the Board shall be no sooner than fifteen (15) days after the Effective Date.

2.07 Minutes.

The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each Director, the Members and other parties upon request.

2.08 Voting.

All voting power of the Authority shall reside in the Board. Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Alternate's Director. No absentee ballot or proxy shall be permitted.

2.09 Quorum; Required Votes; Approvals.

A majority of the appointed Directors shall constitute a quorum of the Board for the transaction of business except that less than a quorum or the Secretary may adjourn meetings of the Board from time-to-time. The affirmative votes of a majority of the appointed Directors shall be required to take any action by the Board, except, two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:

- (a) Establish start-up contributions from Members;
- (b) Adopt a Funding Plan;



Joint Powers Agreement

- (c) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, levy and collect, or cause to be collected, communication impact fees on new residential, commercial, and industrial development, as authorized by local, state, and federal law;
- (d) Change the designation of Treasurer or Auditor of the Authority;
- (e) Issue bonds or other forms of debt;
- (f) Adopt or amend the bylaws; and
- (g) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, exercise the power of eminent domain.

Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES**3.01 Chairperson, Vice-Chairperson and Secretary.**

For each fiscal year, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary, who need not be a Director. In the event that the Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or his/her represented Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

3.02 Treasurer.

The Treasurer and Tax Collector of the County of Los Angeles shall be the Treasurer of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Act. For grants awarded to Members or third parties for use with the System, the Treasurer will work with the Member or third party to put in place appropriate fiscal controls to meet the grant requirements.



Joint Powers Agreement

3.03 Auditor.

The Auditor-Controller of the County of Los Angeles shall be the Auditor of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Act and generally accepted auditing standards.

3.04 Bonding of Persons Having Access to Property.

Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.

3.05 Other Employees.

The Board shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement.

3.06 Privileges and Immunities from Liability.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or by reason of their employment by the Board, to be subject to any of the requirements of the Members.

3.07 Advisory Committees.

The Board shall establish the following Advisory committees:

- (a) Operations Committee – The Operations Committee's primary purpose is to review and recommend to the Board operating policies and procedures that will ensure the System resources are used efficiently to meet the needs of all Members.
- (b) Technical Committee – The Technical Committee's primary purpose is to review and recommend to the Board policies and procedures related to System performance, maintenance and other technical issues.



Joint Powers Agreement

(c) Finance Committee – The Finance Committee’s primary purpose is to review and recommend to the Board:

- (1) The Funding Plan;
- (2) A fiscal year budget; and
- (3) Financial policies and procedures to ensure equitable contributions by Members.

(d) Legislative Committee – The Legislative Committee’s primary purpose is to review and recommend to the Board a plan for securing funding from state and federal governments and to advise the Board on regulatory and legislative matters.

3.08 Membership of Advisory Committees.

Each Director shall appoint one voting member to each Advisory Committee.

3.09 Meetings of Advisory Committees.

All meetings of each Advisory Committee shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Committee shall provide notice and the agenda to each Member, Director and Alternate Director.

3.10 Officers of Advisory Committees.

Unless otherwise determined by the Board, each Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary.

Article IV - POWERS**4.01 General Powers.**

The Authority shall have the powers common to the Members and which are necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the Members.

4.02 Power to Issue Bonds.

The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code, including the power to issue bonds thereunder.



Joint Powers Agreement

4.03 Specific Powers.

The Authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) To make and enter into contracts, including but not limited to, agreements for the purpose of acquiring real and/or personal property, equipment, employment contracts and professional services agreements;
- (b) To make and enter into contracts with subscribers who desire to utilize the System for their primary radio communications and affiliates who desire to utilize the System only for mutual or automatic aid;
- (c) To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;
- (d) To acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) To acquire, hold, lease, or dispose of property;
- (f) To employ or engage contractors, agents, or employees;
- (g) To sue and be sued in its own name;
- (h) To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purposes of the Authority;
- (i) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the individual respective Members;
- (j) To invest any money in the treasury, pursuant to the Act, which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and
- (k) To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.



Joint Powers Agreement

4.04 Limitation on Exercise of Powers.

All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Los Angeles, as may be amended from time to time.

4.05 Obligations of Authority.

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to the Act, no Director shall be personally liable on the bonds or subject to any personal liability or accountability by reason of the issuance of bonds.

4.06 Additional Powers to be Exercised.

In addition to those powers common to each of the Members, the Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS**5.01 Adoption of Funding Plan.**

It is a critical goal of the Authority to develop a Funding Plan that identifies funding sources and mechanisms, including a development schedule and phasing plan, which will permit the maximum feasible participation by Members. The Funding Plan shall be descriptive as to the contributions required from Members.

Prior to committing resources for the construction of the System, a proposed Funding Plan as designated in Section 2.05(b)(2) shall be developed.

In order for the Funding Plan to be considered by the Members prior to its adoption, the Board shall distribute the proposed Funding Plan to Members pursuant to Section 7.01. The proposed Funding Plan shall be accompanied by a description of the System, and reports and studies to allow Members to determine the System capability, cost, financing and the effects on individual Members. The Board shall also designate a period, which shall be not less than 60 days, during which Members may provide comments to the Board regarding the proposed Funding Plan.

After the comment period has expired, the Board may:

- (a) Adopt the Funding plan as proposed;
- (b) Revise the Funding Plan to address some or all of the Member comments; or
- (c) Reconsider the Funding Plan at a later date.



Joint Powers Agreement

Notice shall be given to Members pursuant to Section 7.01 within five days of adoption of the Funding Plan. The notice shall include a copy of the adopted Funding Plan. The Board shall also designate a period, which shall be not less than 35 days after the Funding Plan is adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any Member that withdraws from the Authority within this time period.

After the Funding Plan has been adopted, and until contracts are awarded to design and/or construct the System, if the Funding Plan is revised in a manner which will substantially increase the financial obligations of the Members, then any Member so affected will have a further right to withdraw within a period designated by the Board, which shall be not less than 45 days after the adoption of the Revised Funding Plan. There will be no costs for any Member that withdraws from the Authority within this time period, except for obligations incurred prior to the adoption of the Revised Funding Plan.

5.02 Contributions.

The Members may, in the appropriate circumstance, or when required hereunder:

- (a) Make contributions from their treasuries for the purposes set forth herein;
- (b) Make payments of public funds to defray the cost of such purposes;
- (c) Make advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or
- (d) Use its personnel, equipment or property in lieu of other contributions or advances.

No Member shall be required to adopt any tax, assessment, fee or charge under any circumstances.

5.03 Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Members.

5.04 Funds.

The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted



Joint Powers Agreement

accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

5.05 Sharing of Frequencies.

Members holding Federal Communication Commission (FCC) licenses to frequencies ("Licensee(s)") shall authorize the Authority to share the use of such frequencies and/or radio stations. Such use shall be in accordance with the Code of Federal Regulations, (47 CFR 90.179).

Any authorization for the use of such license shall be made pursuant to a written agreement between the Member and Authority. Revoking such authorization requires Member to provide twelve (12) months advance written notice to the Authority unless otherwise identified in written agreement. Licenses shall remain primary to the Member holding the license. Only the Member is allowed to make any modifications to its license(s) on behalf of the Authority, and the Authority shall pay all associated fees.

5.06 Violations.

Payment of fines and penalties imposed for operational or equipment violations shall be the responsibility of the entity committing the violation. If the entity responsible for a violation is not the FCC Licensee, then the responsible entity shall pay forthwith any fines imposed upon the Licensee, as specified in the bylaws.

5.07 System Components.

The System is comprised of components that include physical plant, infrastructure, frequencies, user equipment, and dispatch center equipment (the "System Components") as described in this Section 5.07. Members shall retain ownership of System Components that they contribute to construct or operate the System, unless otherwise agreed to in writing. The Authority shall retain ownership of System Components purchased by the Authority, unless otherwise agreed to in writing.

(a) **Physical Plant:** The Physical Plant includes the following: real estate, shelters, environmental controls, antenna support structures, power systems, security systems, and other site structures. The maintenance of the Physical Plant shall be in accordance with the requirements specified by the Authority and is the responsibility of the contributing Member, unless otherwise agreed to in writing.

(b) **Infrastructure:** Infrastructure includes the following: antenna systems, base station repeaters, diagnostic and alarm systems, microwave systems, backhaul systems, control equipment and all other related electronic equipment and software. The Authority is responsible for the operation and maintenance of Infrastructure.

(c) **Frequencies:** Frequencies are radio channels that have been licensed by the FCC in accordance with the Code of Federal Regulations. Licensees shall authorize



Joint Powers Agreement

the Authority to share the use of such frequencies and/or radio stations subject to a separate frequency sharing agreement.

(d) **User Equipment:** User Equipment includes the following: mobile radios, portable radios, mobile data computers, radio data modems, control stations, and other related equipment. All User Equipment shall meet or exceed the minimum acceptable standards established by the Authority. In the event that any User Equipment is determined to be affecting the proper operation of the overall System as identified by the Authority, such User Equipment shall be immediately removed from service and shall not be returned to service until any deficiencies are resolved to the satisfaction of the Authority. The Authority shall maintain a list of User Equipment approved for operation on the System. Any changes to the User Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

(e) **Dispatch Center Equipment:** Dispatch Center Equipment includes the following: dispatch consoles, logging recorders, system interfaces, and other ancillary equipment. The Authority shall maintain a list of Dispatch Center Equipment approved for operation on the System. Any changes to the Dispatch Center Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

5.08 Adverse Impacts on System.

No Member, subscriber or affiliate shall take any action that adversely impacts the System. If the System is impacted by actions of a Member, subscriber or affiliate, the offending party shall take immediate action to return the System to its full operating state. The Authority, or its designee as set forth in the bylaws, shall make the sole determination of whether Member, subscriber or affiliate equipment or operations adversely impact the System.

Article VI - WITHDRAWAL AND TERMINATION

6.01 Withdrawal by Members.

After the periods referred to in Section 5.01, Members may withdraw from the Authority by giving notice as follows:

(a) Members who do not provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson ninety (90) days advanced written notice of its intent to withdraw from the Authority;



Joint Powers Agreement

(b) Members who provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson twelve (12) months advanced written notice of its intent to withdraw from the Authority.

6.02 Financial Liabilities of Withdrawing Members.

Except as otherwise provided in Section 5.01:

- (a) A withdrawing Member shall remain liable for all financial liabilities incurred during its membership in the Authority; however, the Member shall not be liable for any new financial liabilities incurred after submitting written notice to withdraw.
- (b) The withdrawing Member must continue to pay its share of operating costs during the ninety day or twelve month period, as applicable, after submitting its written notice of the intent to withdraw.
- (c) The Authority and the withdrawing Member may negotiate a buy-out agreement for early termination of membership to retire any ongoing financial obligations the Member shares with the Authority.
- (d) If a withdrawing Member holds a seat on the Board, that Member's participation on the Board shall immediately cease when the written notice to withdraw is submitted.

6.03 Retention of Assets by Withdrawing Members.

Each Member shall hold its licenses and retain sole ownership of its licenses, including those authorized for use by the Member to the Authority. The licenses and any System Components provided by a Member to the Authority shall remain the sole asset of that Member unless otherwise negotiated. If requested by the Authority, the withdrawing Member shall consider options for the Authority's continued use of Member assets. Acceptance of any option is at the sole discretion of the withdrawing Member. In addition, the use by the Authority of the withdrawing Member's System Components shall be terminated upon the effective date of withdrawal (twelve months from initial notice), and such System Components shall remain the sole asset of the withdrawing Member, unless otherwise agreed. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or of any of the remaining Members.

6.04 Termination of Authority and Disposition of Authority Assets.

Upon termination of this Agreement and dissolution of the Authority by all Members, and after payment of all obligations of the Authority, the Board:

- (a) May sell or liquidate Authority property; and



Joint Powers Agreement

- (b) Shall distribute assets, including real or personal property, in proportion to the contributions made by Members.

Any System Components provided by a Member to the Authority shall remain the asset of that Member and shall not be subject to distribution under this section.

Article VII - MISCELLANEOUS PROVISIONS**7.01 Notices.**

Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The parties may give notice by:

- (a) Personal delivery;
- (b) E-mail;
- (c) U.S. Mail, first class postage prepaid;
- (d) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (e) Facsimile; or
- (f) Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- (a) The date of personal delivery;
- (b) The third business day following deposit in the U.S. mail, when sent by "first class" mail;
- (c) The date on which the party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (d) The date of transmission, when sent by e-mail or facsimile.



Joint Powers Agreement

7.02 Amendment; Addition of Members.

(a) In addition to the original signatories to this Agreement, other public agencies may join the Authority as a Member, subject to the provisions of Section 1.03. The addition of any Member shall become effective upon:

- (1) The execution on behalf of such entity of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and
- (2) The adoption of a resolution of the Board admitting that agency to the Authority.

(b) This Agreement may only be amended by two-thirds of the Members, which must include the affirmative votes of the City of Los Angeles and the County of Los Angeles, evidenced by the execution of a written amendment to this Agreement. However, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would:

- (1) Materially and adversely affect either the rating of bonds issued by the Authority, or bondholders holding such bonds; or
- (2) Limit or reduce the obligations of the Members to make, in the aggregate, payments which are for the benefit of the owners of the bonds.

7.03 Fiscal Year.

The Authority's 12-month fiscal year shall be specified in the Authority's bylaws.

7.04 Consents and Approvals.

Any consents or approvals required under this Agreement shall not be unreasonably withheld.

7.05 Amendments to Act.

The provisions of the Act, as it may be amended from time to time, which are required to be included in this Agreement, are hereby incorporated into this Agreement by reference.

7.06 Enforcement of Authority.

The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

7.07 Severability.

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for



Joint Powers Agreement

any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

7.08 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

7.09 Assignment.

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Board.

7.10 Governing Law.

This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

7.11 Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

7.12 Counterparts.

This Agreement may be executed in counterparts.

7.13 No Third Party Beneficiaries.

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

7.14 Filing of Notice of Agreement.

Within 30 days after the Effective Date, or amendment thereto, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act.

7.15 Conflict of Interest Code.

The Board shall adopt a conflict of interest code as required by law.

7.16 Indemnification.

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including



Joint Powers Agreement

attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.

7.17 Dispute Resolution/Legal Proceedings.

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:



Joint Powers Agreement

Exhibit A - Members

The following entities are Members of the Los Angeles Regional Interoperable Communications System Authority:

1. City of Agoura Hills
2. City of Alhambra
3. City of Arcadia
4. City of Artesia
5. City of Avalon
6. City of Azusa
7. City of Baldwin Park
8. City of Bell
9. City of Bell Gardens
10. City of Bellflower
11. City of Beverly Hills
12. City of Bradbury
13. City of Burbank
14. City of Calabasas
15. City of Carson
16. City of Cerritos
17. City of Claremont
18. City of Commerce
19. City of Compton
20. City of Covina
21. City of Culver City
22. City of Downey
23. City of Duarte
24. City of El Monte
25. City of El Segundo
26. City of Gardena
27. City of Glendale
28. City of Glendora
29. City of Hawaiian Gardens
30. City of Hawthorne
31. City of Hermosa Beach
32. City of Hidden Hills
33. City of Huntington Park
34. City of Industry
35. City of Inglewood
36. City of Irwindale
37. City of La Cañada Flintridge
38. City of La Habra Heights
39. City of La Mirada
40. City of La Puente
41. City of La Verne
42. City of Lakewood
43. City of Lancaster
44. City of Lawndale
45. City of Long Beach
46. City of Los Angeles
47. City of Lynwood
48. City of Manhattan Beach
49. City of Maywood
50. City of Monrovia
51. City of Montebello
52. City of Monterey Park
53. City of Norwalk
54. City of Palmdale
55. City of Palos Verdes Estates
56. City of Paramount
57. City of Pasadena
58. City of Pico Rivera
59. City of Pomona
60. City of Rancho Palos Verdes
61. City of Redondo Beach
62. City of Rolling Hills Estates
63. City of Rosemead
64. City of San Dimas
65. City of San Fernando
66. City of San Gabriel
67. City of San Marino
68. City of Santa Clarita
69. City of Santa Fe Springs
70. City of Santa Monica

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Joint Powers Agreement

Exhibit A - Members

- | | |
|----------------------------|--|
| 71. City of Sierra Madre | 80. City of West Covina |
| 72. City of Signal Hill | 81. City of Westlake Village |
| 73. City of South El Monte | 82. City of Whittier |
| 74. City of South Gate | 83. County of Los Angeles |
| 75. City of South Pasadena | 84. Los Angeles Unified School
District |
| 76. City of Temple City | 85. UCLA |
| 77. City of Torrance | |
| 78. City of Vernon | |
| 79. City of Walnut | |

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**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 6

Agenda Item Wording:

Authorization to award bid for the Oil & Grease contract for the bid price of \$83,157.03.

Deadline for Action: October 17, 2011

Submitting Department: Public Works

Contact Name and Phone Number:

Earl Nielsen, Public Works Manager 713-4533
Andrew Benelli, Public Works Director 713-4340

Department Recommendation:

Staff recommends awarding the annual Oil & Grease contract to Silva Oil Company located in Fresno, CA for the bid price of \$83,157.03. This bid price is based on the supply and delivery of annual estimated quantities of oil and grease products. The contract will be for three years, and will be eligible for annual renewal for an additional two years thereafter.

Summary:

Staff solicited bid proposals for RFB 11-12-14, seeking a vendor to supply and deliver oil & grease products to Fleet Services. The products contracted for are used in servicing all of the City's fleet vehicles and equipment, and include products like engine oils, transmission fluids, gear box greases, axle greases, lubricating fluids, etc.

The RFB was advertised on 8/17/2011 and on 8/23/2011, and the bids were opened publicly on 9/16/2011. Three bids were received (see attachment 1) and are listed below in order of lowest bid to highest bids:

<u>Bidder</u>	<u>Bid Amount</u>
1. Silva's Oil Company in Fresno	\$83,157.03
2. R. V. Jensen from Fresno	\$88,042.68
3. J. C. Landsdown from Visalia	\$91,942.56

Staff has evaluated the bids, and J. C. Landsdown Inc. is located in Visalia, so per the City's local preference purchasing policy is eligible to receive a 5% local preference incentive over bidders located outside of Tulare County. J. C. Landsdown Inc. bid is 10.56% higher than the low bid from Silva's Oil Company however, so even with the 5% local preference incentive Silva's Oil Company is still the low bidder. Staff recommends awarding the contract to Silva's Oil Company.

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Silva's Oil Company bid meets all the RFB requirements, the proposal was submittal on time and in full, and all required bid documents were signed and submitted with the bid package.

Prior Council/Board Actions: None

Committee/Commission Review and Actions: None

Alternatives:

1. Do not award the bid to any of the bidders and direct staff to re-issue the RFB.
 - a. City purchasing policy requires that the RFB scope of work be materially changed to warrant voiding the existing RFB and re-issuing it.
2. Do not award the bid at all and direct staff to purchase oil & grease supplies as needed without a contract.
 - a. This can be done but the product prices and delivery costs will be higher on the market than with a contract, and availability of the products when needed will not be assured.

Attachments:

1. City of Visalia Bid Summary for RFB-11-12-14

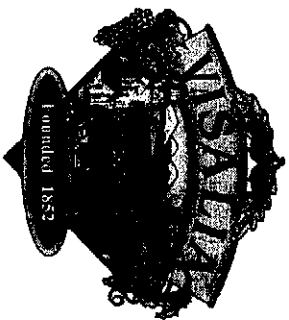
Recommended Motion (and Alternative Motions if expected): Award bid for Oil & Grease contract to Silva's Oil Company for a bid price of \$83,157.03.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: (*Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date*)



CITY OF VISALIA Summary for RFB-11-12-14

PROJECT: OIL & GREASE PRODUCTS

Subject: OPENING
Location: CHW-Main

Meeting Date: 9/16/11
Meeting Time: 3:00 PM

Contractor: <i>R.V. Jensen Inc.</i>	Lump Sum	<i>\$88,042.68</i>
Contractor: <i>Fresno</i>		
Contractor: <i>Siva's Oil Co.</i>	Lump Sum	<i>\$93,157.03</i>
Contractor: <i>Fresno</i>		
Contractor: <i>J.C. Landstam</i>	Lump Sum	<i>\$11,942.56</i>
Contractor: <i>Visalia</i>		
	Lump Sum	
Contractor:	Lump Sum	
	Lump Sum	
Contractor:	Lump Sum	

Witness: *[Signature]* _____ Witness: _____

Witness: *[Signature]* _____ Witness: _____

Witness: *[Signature]* _____ Witness: _____

Witness: *[Signature]* _____ Witness: _____

Witness: *[Signature]* _____ Witness: _____

**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 7

Agenda Item Wording: Adopt Resolution No. 2011-64 authorizing the City Manager to apply for an Environmental Enhancement and Mitigation (EEM) Grant to landscape median islands on Riggin, Plaza and Akers, and to landscape the Park Place Ponding Basin near Pinkham and LaVida. Allocate \$15,927 from Measure R Local Funds and \$15,553 from Storm Sewer Construction Funds to pay for the match if the grant is awarded to the City.

Deadline for Action: Resolution Submission Deadline – January 9, 2012.

Submitting Department: Public Works

Contact Name and Phone Number:

Andrew Benelli, Public Works Director, 713-434
Brian Kempf, Urban Tree Foundation, 786-9677

Department Recommendation:

Staff recommends that the City Council adopt Resolution No. 2011-64 authorizing the City Manager to submit an application for an Environmental Enhancement and Mitigation Grant in the amount of \$349,774 and allocate \$15,927 from Measure R Local funds and \$15,553 from Storm Sewer Construction funds (#1221) to pay for the City's match.

Summary/background:

Staff is requesting authorization to apply for grant funds to plant approximately 600 trees and 400 under story plants on City property. Four different sites will be landscaped if the City receives the grant. The proposed project sites are;

- Akers Median Island between Ferguson and Riggin,
- Plaza Median Island between Goshen and Riggin,
- Riggin Median Island near Plaza,
- Park Place Ponding Basin near Pinkham and LaVida.

The grant proposal includes funds for project management, native trees and under story plants, irrigation systems, mulch and labor.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required
or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The Environmental Enhancement Grants are offered by the State of California to cities that have been impacted by recent freeway or highway projects. Visalia's native oak forests were impacted when State Route 198 was widened. Several established street trees were also removed when Mooney Boulevard was widened.

The project is a partnership with the Urban Tree Foundation and Community Services Education and Training (CSET), Tulare County Conservation Corp (TCC) and the City of Visalia. Brian Kempf with Urban Tree Foundation will oversee the project and TCC will provide the labor to execute the project. As with past projects volunteers will be enlisted to participate in the project.

The City and Urban Tree Foundation have been successful on several Environmental Enhancement and Mitigation (EEM) Grants in the past. Last year the City was awarded an EEM Grant to landscape the Cobblestone Ponding Basin near Houston and Linwood. The irrigation system is currently being installed and volunteers are scheduled to plant the trees on October 22, 2011 as a "Make a Difference Day" project. The improvements planned at Cobblestone also include a jogging and walking trail that circles the pond. If the City is awarded the 2011 EEM grant, a similar trail will be installed at Park Place Basin. Last year's EEM Grant also includes installing landscaping and a trail at the South Police Station Basin near Cameron and Woodland.

The Grant requires that the City contribute nine percent of the total cost of the project. The total cost of the projects is projected to be \$349,774 but the City will only be reimbursed \$318,294 by the State. The remaining \$31,480 must be paid by the City. Staff recommends using Measure R Local funds to pay for the match on the median islands and Storm Sewer Construction Funds to pay for the match on the ponding basin improvements. The match amounts needed are \$15,927 for the median island landscaping and \$15,553 for the ponding basin improvements.

Prior Council/Board Actions: None

Committee/Commission Review and Actions:

Alternatives: Take no action or deny the recommendation. If said request is denied, staff will not apply for grant funding.

Attachments: Aerial photographs showing project locations.

Recommended Motion (and Alternative Motions if expected):

Move to adopt Resolution No. 2011-64 authorizing the City Manager to submit an application for an Environmental Enhancement and Mitigation Grant in the amount of \$349,774 and allocate \$15,927 from Measure R Local Funds and \$15,553 from Storm Sewer Construction Fees to pay for the City's match if the City is awarded the grant.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

Resolution No: 2011-64

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VISALIA AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION FOR AN ENVIRONMENTAL ENHANCEMENT AND
MITIGATION GRANT UNDER SECTION 164.56 OF THE STREETS
AND HIGHWAYS CODE FOR THE RESTORE OUR COMMUNITY
FOREST PROJECT**

WHEREAS, the Legislature of the State of California has enacted AB 471 (Chapter 106 of the Statutes of 1989), which is intended to provide \$10 million annually for a period of 10 years for grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the Resources Agency has established the procedures and criteria for reviewing grant proposals and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures and criteria established by the Resources Agency require a resolution certifying the approval of application by the applicant's governing body before submission of said application to the State; and

WHEREAS, the application contains assurances that the applicant must comply with; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the environmental enhancement and mitigation project;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL;

1. Approves the filing of an application for the Environmental Enhancement and Mitigation Program for grant assistance.
2. Certifies that said applicant will make adequate provisions for operation and maintenance of the project.
3. Appoints Steve Salomon, City Manager as agent of the City of City of Visalia to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Approved and adopted the 17th day of October 2011.

PASSED AND ADOPTED 10/17/2011 STEVEN M. SALOMON, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

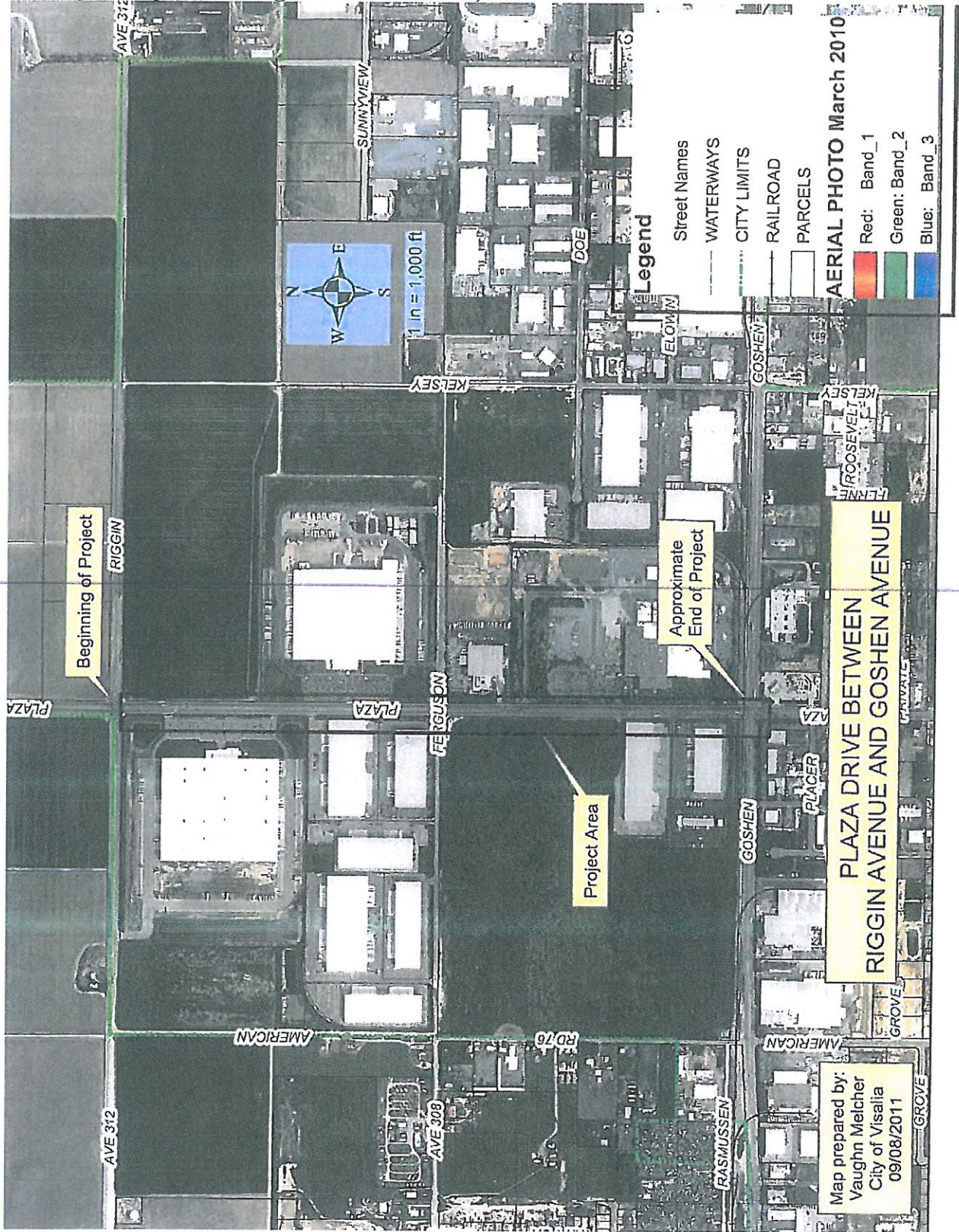
I, Steven Salomon, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2011- ____ passed and adopted by the Council of the City of Visalia at a regular meeting held on October 17, 2011.

Dated: October ____, 2011

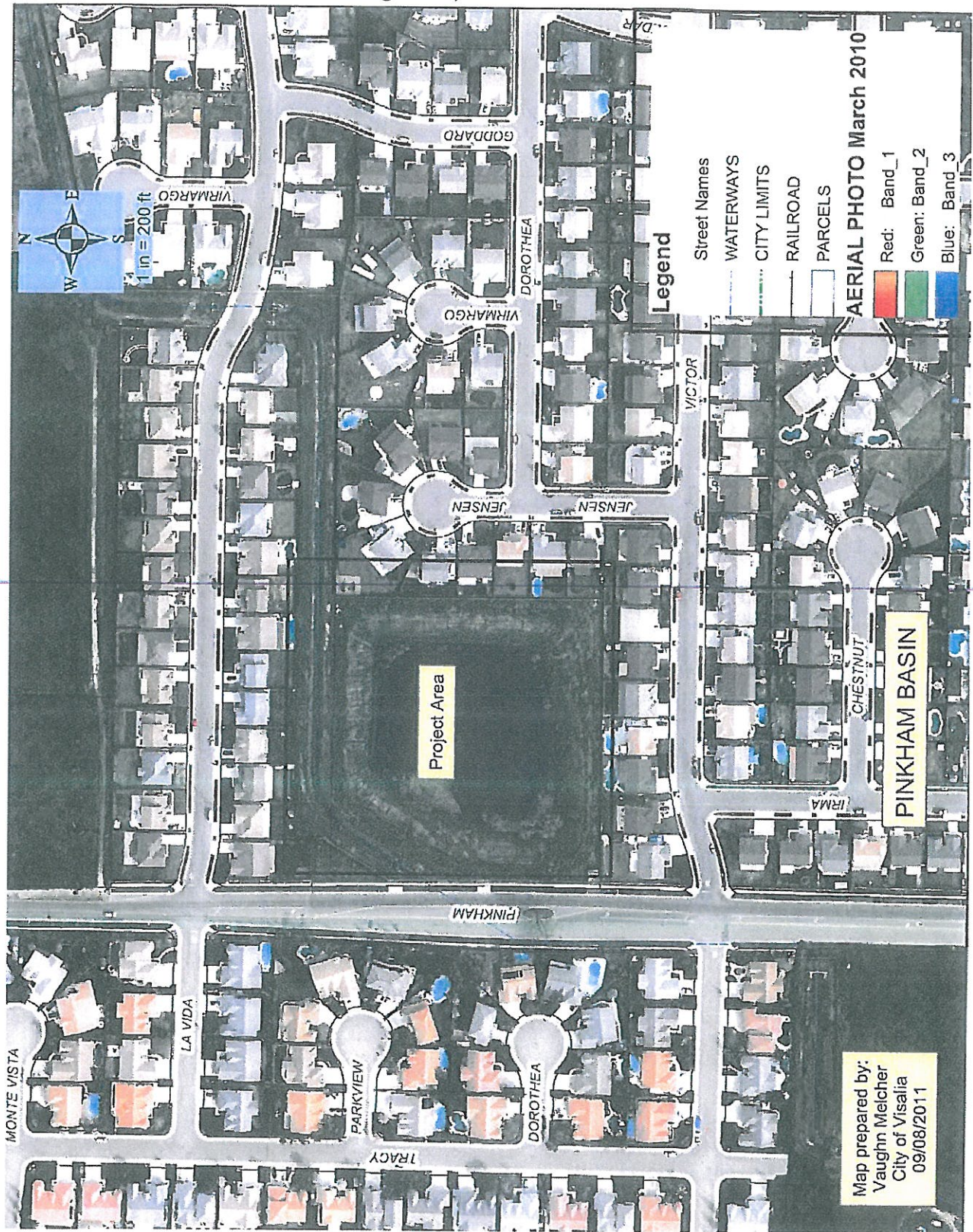
STEVEN M. SALOMON, CITY CLERK

By Donjia Huffmon CMC, Chief Deputy City Clerk

G. Project Map (Medians @ Plaza and Goshen)



G. Project Map (Pinkham St. Ponding Basin)



**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 8

Agenda Item Wording: Consideration of changes to the appointment list of the General Plan Update Review Committee (GPURC).

Deadline for Action: None

Submitting Department: Community Development Department/
Planning Division

Contact Name and Phone Number:

Brandon Smith, AICP, Senior Planner	713-4636
Paul Scheibel, AICP, Planning Services Manager	713-4369
Chris Young, Community Development Director	713-4392

Department Recommendation: It is recommended that the City Council affirm the following appointments on the GPURC:

- Glenn Morris as the Visalia Chamber of Commerce representative.
- Javier Leon as the Hispanic Chamber of Commerce representative.
- Gary Artis as the Visalia Community Forum alternate representative.

Summary: The Visalia Chamber of Commerce's former representative, Josh McDonnell, accepted the position of Assistant Community Development Director with the City and has resigned as the Chamber's representative. Glenn Morris has been selected to succeed in the role of the GPURC representative. Mr. Morris is the Chief Executive Officer for the Visalia Chamber of Commerce, and has been actively engaged in the General Plan Update process and GPURC meetings.

The Hispanic Chamber of Commerce's former representative, Raymond Macareno, accepted a new position outside of the Hispanic Chamber and resigned as the Hispanic Chamber's representative in late 2010. In the months following, the Hispanic Chamber's representative seat on the GPURC remained vacant while the organization sought a new executive director. Javier Leon became the Executive Director for the Hispanic Chamber of Commerce in March 2011, and has been selected to succeed in the role of GPURC representative.

Gary Artis has been selected to serve as an alternate representing the Visalia Community Forum. Mr. Artis is the Chief Financial Officer at Shannon-Ritchie Farms, and is a board member of the Visalia Community Forum. Mr. Artis also has been attending the GPURC meetings as a private citizen.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

Review:

Dept. Head _____
(Initials & date required)

Finance N/A
City Atty N/A
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

GPURC Background: On November 3, 2008, the City Council authorized the formation of a GPURC, and expanded the Committee's composition to include representation from several key stakeholders. There are currently 24 persons on the Committee representing 22 community-based groups (see attached Exhibit "A" for roster) including the City's Environmental Committee. The GPURC held its first meeting on March 25, 2009, and has met approximately once a month since then.

The GPURC has recently participated in developing policy direction on several key points of the forthcoming General Plan. The committees and organizations that sit on the GPURC are currently reviewing the Draft Preliminary Preferred Plan Concept, which was developed based on guidance given during GPURC discussion topic meetings and public forums. In upcoming months, the GPURC will consider the Preferred Plan for acceptance and subsequent work, including refinement of the land use diagram and development of General Plan policies.

Committee/Commission Review and Actions: N/A

Alternatives: None

Attachments: Exhibit "A" – General Plan Update Review Committee Roster

Recommended Motion (and Alternative Motions if expected):

I move to authorize the appointments to serve on the General Plan Update Review Committee, as recommended.

Environmental Assessment Status

CEQA Review: NA

NEPA Review: NA

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

Exhibit "A"

General Plan Update Review Committee
Committee Roster – October 2010

<u>AUTHORIZED GROUP</u>	<u>DESIGNATED REPRESENTATIVE</u>
Visalia City Council	Bob Link
Visalia City Council	Steve Nelsen
Citizens Advisory Committee	Dirk Holkeboer
College of the Sequoias	Eric Mittlestead
Downtown Visalians	Michael Kreps
Environmental Committee	Tyson Carroll
Hispanic Chamber of Commerce	[vacant] Javier Leon
Historic Preservation Advisory Committee	Steven Cullen
Kaweah Delta Hospital	Dena Cochran
Kaweah Delta Hospital Board of Directors	Carl Anderson (Jody Graves, alt.)
Mooney Boulevard Merchant's Organization	Craig Van Horn
North Visalia Neighborhood Advisory Committee	Carlos Medina
Parks & Recreation Commission	Carla Calhoun
Planning Commission	Larry Segrue
Planning Commission	Vincent Salinas
Tulare / Kings Home Builders Association	Mike Knopf
Tulare County Affordable Housing	Ken Kugler
Tulare County Association of Realtors	Brad Maaske
Tulare County Farm Bureau	Brian Blain
Visalia Chamber of Commerce	Josh McDonnell Glenn Morris
Visalia Community Forum	Darlene Mata (Stephen Peck Gary Artis , alt.)
Visalia Economic Development Council	Jim Robinson
Visalia Unified School District	Clarise Dilbeck (Nathan Deforest, alt.)
Waterways and Trails Committee	Bob Brown (Richard Garcia, alt.)

City of Visalia Agenda Item Transmittal

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 9

Agenda Item Wording: Authorize the Transit Division to award the purchase & installation of bus shelters with solar lighting contract to CM Construction Services Inc., a corporation from Visalia, for an amount not to exceed \$119,254.

Deadline for Action: October 17, 2011.

Submitting Department: Administration – Transit Division

Contact Name and Phone Number:

Monty Cox 713-4591
Leslie Caviglia 713-4317

Department Recommendation: Authorize the Transit Division to award the purchase of bus shelters with solar lighting and installation contract to CM Construction Services Inc., a corporation from Visalia, for an amount not to exceed \$119,254. The City will be paying for this contract with federal Safety & Security funds available each year. These funds are already in the existing budget and do not require a match.

Summary/background: Staff conducted a competitive bid process for the purchase of bus shelters with solar lighting and installation throughout Visalia, Goshen, Exeter, & Farmersville. The City received only one bid from CM Construction Services Inc. Staff held a pre-bid meeting where the following interested companies attended.

Advanced Cleaning Services, Visalia
CM Construction Services Inc., Visalia
Garry Interrante Construction, Three Rivers
Iron Industries Inc., Visalia
Joe Grijalva Landscape, Tulare
Ross Equipment, Santa Rosa
Suburban Pipe & Steel, Visalia

After reviewing the bid from CM Construction Services Inc., staff recommends the selection of CM Construction Services Inc. of Visalia for the purchase & installation of the bus shelters with solar lighting. CM Constructions Services Inc. was the only responsive/responsible bidder. Staff conducted a reference check process, and recommended awarding the contract to CM Construction Services Inc. Staff plans to purchase 5 to 15 new bus shelters with solar lighting per year. The cost to purchase each bus shelter with solar lighting is \$6,500. The installation cost is \$475. There may be some areas where additional concrete padding is needed before a

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 1

Review:

Dept. Head _____
(Initials & date required)

**Finance
City Atty** _____
(Initials & date required
or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

bus shelter can be installed. The cost for the additional padding is \$15 per square foot. The contract has a one (1) year term with four (4) one-year extensions for a total of five (5) years subject to negotiation of mutually agreeable terms.

CM Construction Services Inc. of Visalia has a history of doing business in the area. Specifically they have provided construction management services for the City of Visalia two police substations, the Transit Center expansion and the Transit Operations & Maintenance Facility expansion. They have also assisted Visalia Unified, Tulare County Probation, and the City of Farmersville.

The City will be paying for this contract with Safety & Security funds of \$119,254 available per year. These funds are already in the existing budget and do not require a match.

Prior Council/Board Actions: None

Committee/Commission Review and Actions: None

Alternatives: None.

Attachments: None

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move that the City Council authorize the Transit Division to award the purchase of bus shelters with solar lighting and installation contract to CM Construction Services Inc., a corporation from Visalia, for an amount not to exceed \$119,254.

Financial Impact

Funding Source:

Account Number: 4511-0-72-0-9640

Budget Recap:

Total Estimated cost:	\$ XX,XXX	New Revenue:	\$ 0
Amount Budgeted:	\$ XX,XXX	Lost Revenue:	\$
New funding required:	\$ 0	New Personnel:	\$
Council Policy Change:	Yes_____ No <u>X</u>		

Environmental Assessment Status

CEQA Review:

Required? No
Review and Action: Prior:
Require:

NEPA Review:

Required? No
Review and Action: Prior:
Require:

Tracking Information: *Record a Notice of Completion with the County Recorder*

Copies of this report have been provided to:

City of Visalia Agenda Item Transmittal

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 10

Agenda Item Wording: Authorize the Transit Division to award the bus shelter refurbishing & maintenance of bus stops contract to CM Construction Services Inc. a corporation from Visalia for an amount not to exceed \$176,900.

Deadline for Action: October 17, 2011.

Submitting Department: Administration – Transit Division

Contact Name and Phone Number:

Monty Cox 713-4591
Leslie Caviglia 713--4317

Department Recommendation: Authorize the Transit Division to award the bus shelter refurbishing & maintenance of bus stops contract to CM Construction Services Inc. a corporation from Visalia for an amount not to exceed \$176,900. These services will be paid from our existing budget funded primarily with the Local Transportation Fund (LTF), and will be charged to the other communities as appropriate.

Summary/background: Staff conducted a competitive bid process for the shelter refurbishing & maintenance of bus stops throughout Visalia, Goshen, Exeter, & Farmersville. The City received only one bid from CM Construction Services Inc. Staff held two mandatory pre-bid meetings where the following interested companies attended.

Advanced Cleaning Services, Visalia
CM Construction Services Inc., Visalia
Garry Interrante Construction, Three Rivers
Iron Industries Inc., Visalia
Joe Grijalva Landscape, Tulare
Suburban Pipe & Steel, Visalia

After reviewing the bid from CM Construction Services Inc., staff recommends the selection of CM Construction Services Inc. of Visalia for the bus shelter refurbishing & maintenance of bus stops. CM Construction Services Inc. was the only responsive/responsible bidder. Staff conducted a reference check process, and recommended awarding the contract to CM Construction Services Inc. CM Construction Services Inc. has done work for the City of Visalia with both the Transit Division & Police Department. They have also assisted Visalia Unified School District & the City of Farmersville with construction management services.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 1

Review:

Dept. Head _____
(Initials & date required)

**Finance
City Atty** _____
(Initials & date required
or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Staff will have a minimum of 5 and maximum of 20 shelters refurbished per year at a cost of \$3,845 each or an annual total not to exceed \$76,900. The repair & maintenance of bus shelters & bus stops will be billed at an hourly rate of \$33.75. Additional concrete pads may be needed at several locations and the additional concrete will be billed at \$15 per square foot. The repair and maintenance portion of the contract will not exceed the previously budgeted annual amount of \$100,000. The contract has a one (1) year term with four (4) one-year extensions for a total of five (5) years subject to negotiation of mutually agreeable terms.

The contractor is responsible for providing all materials. They are welcome to any parts available from previous shelters to complete the refurbishing. The shelter refurbishing installation will require the following:

- Use of crane to be provided by contractor
- Shelter locations may need additional concrete pads to meet new Americans with Disabilities Act (ADA) requirements.
- Benches shall be installed with shelter, either attached or separately bolted down.
- May require necessary permits, traffic control, and all necessary equipment needed to transport & install shelters.
- All work done by contractor shall be reviewed by the City of Visalia Transit staff as applicable.

Currently there are over 500 bus stops, 99 shelters in Visalia, plus an additional 10 shelters located in Goshen, cities of Farmersville and Exeter. Each of these locations can include a shelter with a bench either attached or separate, trash can, sign on a pole and schedule holder. The bus shelter & bus stop maintenance includes but is not limited to:

- Replace glass or plexi-glass, or steel mesh screening on bus shelters.
- Repair or replace bus stop signs, poles, trolley tubes, schedule holders, benches, and trash cans.
- Replace & maintain solar units as needed.
- Graffiti removal or change out of any of the items listed above that have been vandalized.
- Report any unsafe or damaged shelter/stop to the City's Transit Division.

The City will be paying for this contract through the Equipment Supplies and Maintenance account within our existing budget funded primarily from the Local Transportation Fund (LTF).

Prior Council/Board Actions: None

Committee/Commission Review and Actions: None

Alternatives: None.

Attachments: None

City Manager Recommendation:

Recommended Motion (and Alternative Motions if expected): I move that the City Council authorize the Transit Division to award the bus refurbishing & maintenance of bus stops to CM Construction Services Inc. for an amount not to exceed \$176,900.

Financial Impact

Funding Source:

Account Number: 4511-0-72-0-9635

Budget Recap:

Total Estimated cost:	\$ 0	New Revenue:	\$ 0
Amount Budgeted:	\$ 0	Lost Revenue:	\$
New funding required:	\$	New Personnel:	\$
Council Policy Change:	Yes _____ No <u>X</u>		

Environmental Assessment Status

CEQA Review:

Required? No
Review and Action: Prior:
Require:

NEPA Review:

Required? No
Review and Action: Prior:
Require:

Tracking Information: *Record a Notice of Completion with the County Recorder*

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This document last revised: 10/12/11 11:42:00 AM

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File location and name: H:\(1) AGENDAS for Council - DO NOT REMOVE\2011\10-17-2011\Item 10 - Bus Shelter Refurbish & Maintenance of Bus Stops Award.doc

**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 11

Agenda Item Wording: Accept donation of land located at 211 - 215 North Giddings Street (APN 093-264-014/093-264-015) and appropriate \$25,000.00 for the asbestos removal and demolition of the substandard buildings located on the parcels.

Deadline for Action: N/A

Submitting Department: Housing and Economic Development

Contact Name and Phone Number:

Ricardo Noguera, Housing and Economic Development Director
Tracy Robertshaw, Code Enforcement Officer 713-4187

Department Recommendation: Staff recommends that the City Council accept the donation of the property located at 211-215 N Giddings Street and appropriate \$25,000.00 from the General Fund Reserves for the abatement and demolition of the substandard/dangerous buildings on the parcels.

Summary/background: The parcels at 211-215 North Giddings were foreclosed upon in 2008 by Bayview Loan Servicing. As a result, the parcels fell into serious disrepair resulting in a declaration of a substandard and dangerous building by the Neighborhood Preservation Division. The responsible financial institution received numerous notices to maintain the property. As a result of their failure to make any improvements on the parcels, staff was in the process of obtaining a court order to allow the demolition of the structures.

Staff was eventually contacted by a broker contracted by Bayview Loan Servicing to represent the property. The broker advised that the bank was interested in donating the parcels to the City so that immediate action could be taken by the City to abate the substandard/dangerous structures and to prevent any further actions against the property. Based on the immediate need to remove the danger, the adverse impact the property has created in the neighborhood, the fact that neighborhood children were frequenting the buildings on their way to and from Redwood High School, and the negative impact on the adjacent City owned Rawhide Stadium an agreement was reached to cease enforcement actions and accept title of the parcels to remove the derelict structures immediately negating the need for a court order and avoiding

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

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additional costs to the City. Therefore, staff is requesting Council to accept donation of the parcels after the demolition has been completed.

Title to both parcels was obtained on August 11, 2011. Bids were requested for the demolition of the substandard buildings. The City of Visalia's contracted vendor, APC, was also contacted to remove the asbestos from the building.

Wise Engineering was the lowest bidder and awarded the demolition bid. The demolition was completed on September 15, 2011.

The request for a \$25,000 appropriation is for the total cost of \$6,726.00 for the asbestos removal; \$10,410.00 for the demolition and \$7,864.00 for incidental ongoing maintenance of the property (i.e. weed abatement, backfill of dirt, and debris removal).

Additionally, the parcels are currently zoned residential. Based on the location of the parcels and their close proximity to other commercial and office zones, staff will be initiating a General Plan Rezoning to accurately reflect a more appropriate use of the land. The properties will then be placed on the market. Once the properties have been sold, the money used for demolition and other costs will be returned to General Fund Reserves.

Prior Council/Board Actions: N/A

Committee/Commission Review and Actions:

Attachments:

Attachment 1- Photographs

Recommended Motion (and Alternative Motions if expected):

Staff recommends that the City Council accept the donation of the property located at 211-215 N Giddings Street and appropriate \$25,000.00 from the General Fund Reserves for the abatement and demolition of the substandard/dangerous buildings on the parcels.

Environmental Assessment Status

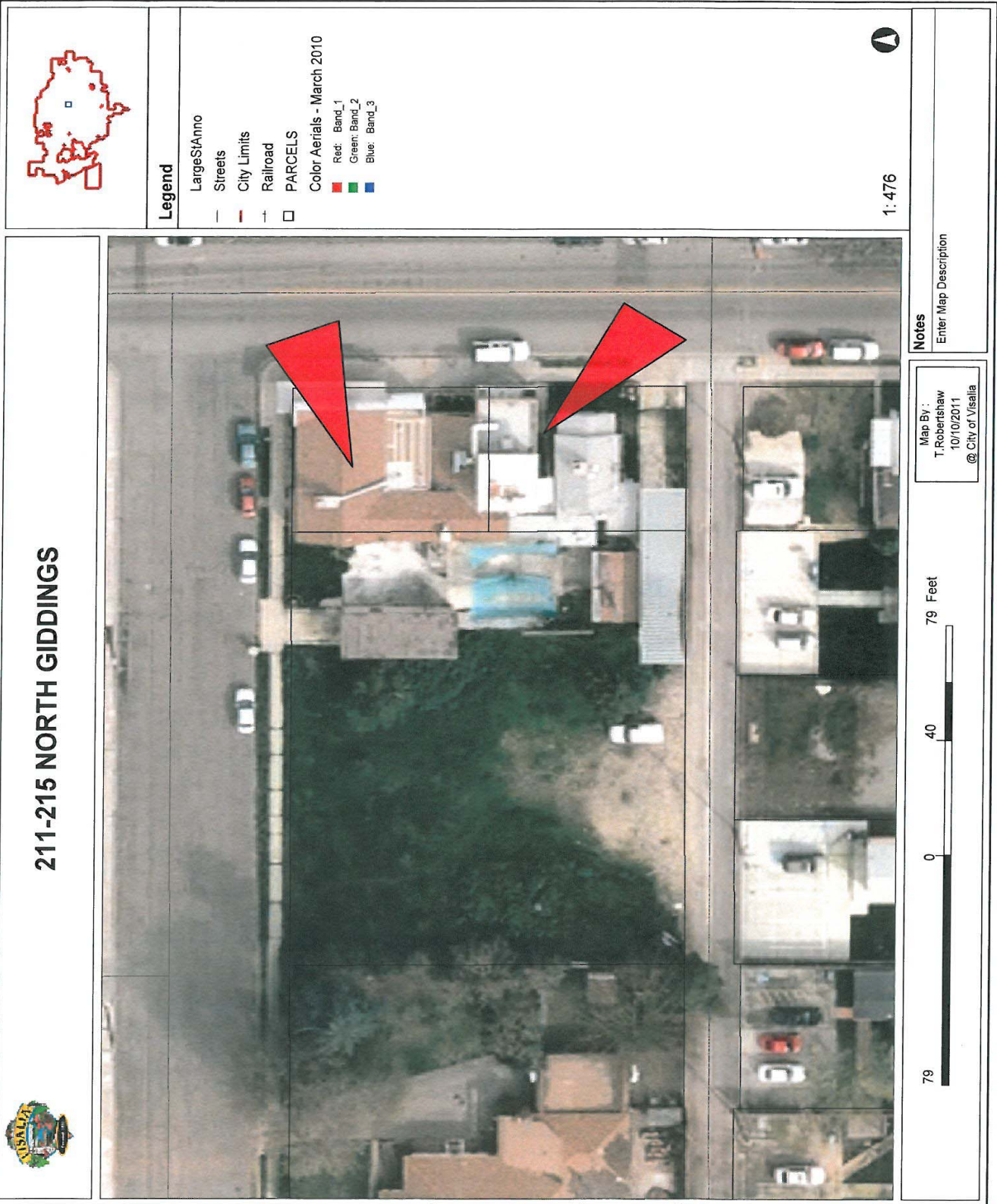
CEQA Review: N/A

NEPA Review: N/A

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:





**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 12

Agenda Item Wording: Approval of an amendment to the Memorandum of Understanding by and between the City of Visalia and the Visalia Firefighters (City of Visalia Employee Bargaining Unit Group G) for the period July 1, 2010 through June 30, 2012.

Deadline for Action: None

Submitting Department: Administrative Services

Contact Name and Phone Number: Diane Davis, Human Resources Manager, 713-4575 and Eric Frost, Administrative Services Director, 713-4474.

Department Recommendation:

That City Council approve the First Amendment to Group G's (Firefighters) July 1, 2010 – June 30, 2012 MOU.

Summary/background: The current firefighters' MOU authorized a pilot schedule of 48/96 for employees involved in fire protection activities. This means affected Group G employees work for 48 hours, and then are off 96 hours before resuming work. The current language in the Group G MOU, Article 7, Section 2, first paragraph reads:

The City and Association agree to a one (1) year pilot program, with a targeted implementation date of January 1, 2011. The implementation date shall not exceed April 1, 2011, and the pilot program will end one (1) calendar year after the actual implementation date, during which the work schedule for employees involved in fire protection activities will be a "48/96 work schedule." Although this is a temporary pilot program, the parties agree that nothing in this pilot program is designed to evade FLSA overtime requirements.

Further in the same section, the MOU states:

No later than sixty days prior to the end of the 48/96 pilot program work schedule, the City and Association will meet at least once to evaluate the pilot program. The pilot program shall become the standard work schedule if both the City and the Association agree in writing to make the pilot program the standard work schedule for

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 5

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

shift personnel in the Fire Department. In the event both parties do not agree in writing to maintain the 48/96 work schedule, the standard work schedule for shift personnel in the Fire Department shall revert to the non-48/96 "Kelly" work schedule that is currently in place.

The MOU requires that either the two parties agree to make the pilot schedule the standard schedule or revert to the old schedule. Although no operational response issues have arisen, the City has requested and Group G has consented to extend the pilot period an additional year to assure that no operational issues will exist if the 48/96 schedule becomes the ongoing, standard work schedule. As a result, staff recommends that Council authorize that the pilot period be extended one additional year. As a result, the City and Group G should enter into an amendment as follows:

The City and Association agree to a ~~one (1)~~ **two (2)** year pilot program, with an implementation date of [insert actual date of implementation]. The pilot program will end ~~one (1)~~ **two (2)** calendar years after the actual implementation date, during which the work schedule for employees involved in fire protection activities will be a "48/96 work schedule." Although this is a temporary pilot program, the parties agree that nothing in this pilot program is designed to evade FLSA overtime requirements.

Prior Council/Board Actions: Approval of the Group G MOU in October of 2010.

Committee/Commission Review and Actions:

Alternatives:

Attachments: Group G MOU First Amendment

Recommended Motion (and Alternative Motions if expected):

I move authorization for the City Manager to execute the first amendment to the Memorandum of Understanding by and between the City of Visalia and Visalia Firefighters (City of Visalia Employee Bargaining Unit Group G) July 1, 2010 through June 30, 2012.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

First Amendment to the Memorandum of Understanding between the City of Visalia and Visalia Firefighters Association (IAFF 3719) for the time period of July 1, 2010 to June 30, 2012

This First Amendment to the Memorandum of Understanding (“MOU”) of July 1, 2010 through June 30, 2012 is made and effective as of this _____ day of _____, 2011 (hereinafter referred to as the “Effective Date”), between the City of Visalia (the “City”) and Visalia Firefighters Association (IAFF Local 3719) – (City of Visalia Employee Bargaining Unit Group G – Firefighters, Fire Engineers, Fire Captains, Firefighter Trainees, Firefighter Paramedics, Fire Engineer Paramedics, Fire Captain Paramedics) (the “Association”).

WHEREAS, the City and Association reached agreement on a one-year “48/96 (Trial) Schedule” (the “pilot program”) and that agreement is accurately reflected in the July 1, 2010 through June 30, 2012 MOU; and

WHEREAS, the terms of the pilot program provision required the City and Association to meet at least once to evaluate the pilot program no later than sixty days prior to the end of the pilot program; and

WHEREAS, the City and Association have met to evaluate the pilot program as required by the MOU; and

WHEREAS, the City and Association do mutually desire to extend the one-year pilot program work schedule for an additional one-year period.

NOW THEREFORE, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, and intending to be legally and ethically bound hereby, the City and Association now desire to amend the MOU with each other as follows:

SECTION 1: AMENDED TERMS

The following term of the MOU between the City and Association is hereby modified and amended:

A. Article 7, Section 2: 48/96 (Trial) Schedule shall be amended as follows:

The City and Association agree to a ~~one (1)~~ **two (2)** year pilot program, with ~~an~~ implementation date of January 1, 2010. The pilot program will end ~~one (1)~~ **two (2)** calendar years after the implementation date, during which the work schedule for employees involved in fire protection activities will be a “48/96 work schedule.” Although this is a temporary pilot program, the parties agree that nothing in this pilot program is designed to evade FLSA overtime requirements.

SECTION 2: RESTATEMENT OF REMAINING TERMS

The MOU between the City and Association is modified and amended only as to those provisions specifically identified and stated above under Section 1 of this First Amendment. All of the remaining provisions of the MOU not modified or amended by this First Amendment shall continue in full force and effect and are hereby restated by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on this First Amendment to the MOU on the date stated below.

For the City of Visalia

For the Association – Group G

Date: _____

Date: _____

Date: _____

Date: _____

SECTION 2: RESTATEMENT OF REMAINING TERMS

The MOU between the City and Association is modified and amended only as to those provisions specifically identified and stated above under Section 1 of this First Amendment. All of the remaining provisions of the MOU not modified or amended by this First Amendment shall continue in full force and effect and are hereby restated by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands on this First Amendment to the MOU on the date stated below.

For the City of Visalia


Date: _____

Date: _____

For the Association – Group G

 _____

Date: 10/12/2011

 _____

Date: 10/12/11

**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 14

Agenda Item Wording: Authorize funding appropriations to establish and modify project budgets for grant and non-grant funded projects in the Capital Improvement Program

Deadline for Action: none

Submitting Department: Community Development

Contact Name and Phone Number:

Chris Tavarez, Management Analyst, 713-4540
Adam Ennis, Assistant Community Development Director, 713-4323

Department Recommendation:

Staff recommends that Council authorize funding appropriations to establish and modify the Capital Improvement Program to secure grant funded transportation capital projects and re-appropriation for a non-grant project.

Summary:

Staff requests Council authorize budget appropriations of \$4,610,928 to establish newly recognized grant funded projects, increase funding for established projects and ratify re-appropriation of a non-grant funded project.

Several grant funded projects were originally programmed in future years in the Capital Improvement Program; however, as advised by the Tulare County Association of Governments (TCAG) the City is allowed to accelerate delivery of several projects to secure grant funding. In order to be able to receive approval for reimbursement on federal funds staff will need to leverage a minimal amount of City funds and Measure R funds for match requirements as well as any design and right of way not covered by grants.

Due to current federal budget concerns it is possible that some of these grant opportunities may no longer be available as early as April 2012 unless staff is able to obtain authorization to proceed and secure the grants before legislative changes take place that would cut off the funding. This appropriation request recognizes \$4,325,928 of project specific grant funding and Measure R funding to be leveraged with \$160,000 of discretionary City transportation funding. Several of the projects listed are new grant funded projects for the City's Capital Improvement Program (CIP) and others were previously established in the CIP but need additional appropriation for completion.

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 2

Review:

Dept. Head AE 10/7/11
(Initials & date required)

Finance AS 10/6/11
City Atty N/A
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

Staff is also bringing a re-appropriation and ratification request to Council for the ongoing project at Shirk and Ferguson Trench Settlement Repairs. It was originally believed the project would be 100% funded with a combination of federal and state emergency funding, however, only a small percentage of the funding will come from those sources. In order to recognize that federal and state funding will not be covering the expenses of the project, appropriation to eligible City funds is requested. For reporting purposes to the State, staff identified and reported this for the 2010/2011 Annual Street Report and is therefore requesting ratification from Council. The City continues to pursue any possible reimbursement from federal/state emergency funds and the remainder through litigation.

Discussion:

These capital project budget appropriations will allow staff to complete work on prior Council approved projects and accelerate the availability of federal Transportation Enhancement (TE) and Congestion Mitigation Air Quality (CMAQ) funds of which several are Measure R projects.

Staff believes it is important to leverage City transportation funds to secure outside transportation funding available. The appropriation requests included in this report has \$160,000 of new appropriation requests from City funds to leverage with grant funds.

Grant Funded – Establish Project Budgets

Trails

Shannon Parkway Bike Path: TCAG has approved \$165,000 of CMAQ funding for construction of this project. Staff requests that \$40,000 of Measure R Trail or VLF funding (as allowed) be appropriated for this project for design and construction match, as well as \$165,000 in the Transportation Fund for construction that will be reimbursed to the City.

Packwood Trail from Paradise to College - #8120: This project is along Packwood Creek from Paradise to College. TE funding of \$250,000 has been approved by TCAG for this project. Staff is requesting an additional appropriation of \$145,000 in the Measure R Trail fund for design, right of way and construction match and a new appropriation of \$250,000 for the TE grant in the Transportation Fund which will be reimbursed to the City.

Modoc Ditch Trail - #8128: This project will construct a trail along Modoc Ditch along Ferguson Avenue from Giddings to Dinuba Blvd. \$80,000 of CMAQ funding has been approved for this project by TCAG. Staff requests \$58,000 be appropriated from the Measure R Trail fund for design and construction match required, as well as \$80,000 appropriated in the Transportation Fund for the grant funding to be reimbursed to the City.

Mill Creek Trail Rehabilitation - #8267: This project will rehabilitate Mill Creek Trail from Garden Park to just east of Lovers Lane. Staff requests an appropriation of \$100,000 of Measure R Trail funding. TCAG has approved this project as eligible for Measure R.

Mill Creek Trail west of Akers - #8292: This project is along Mill Creek from Akers to approximately Marcin. Staff requests an appropriation of \$56,000 from the Measure R

Trial Fund for design, right of way and construction to match \$422,000 (to be appropriated in the Transportation Fund) of CMAQ funding approved by TCAG to be reimbursed to the City.

Street Projects

Signal Synchronization: TCAG has approved \$134,000 of CMAQ funding to be reimbursed to the City for this project along Whitendale (Akers to County Center, \$41,000), Mineral King (West to Giddings, \$31,000), and Akers (Tulare to Whitendale, \$62,000). Staff requests an appropriation of Measure R Regional funding for design and construction match (Traffic synchronization is a listed Measure R project) for Whitendale of \$24,000, Mineral King of \$14,000 and Akers of \$20,000.

Currently these three sections are programmed for CMAQ funding as separate projects, however, staff will work with Caltrans to combine these segments during construction authorization to lessen administrative paperwork and take advantage of a better cost/quantity benefit.

Other Capital Expenditures

Central Valley Christian School Bus Particular Filters: On September 6, 2011, Council approved a Public-Private Partnership agreement between the City and CVC to allow both entities to work together on this project. The City is required to take the lead on bidding and will be reimbursed for costs of this purchase for particulate filters on CVC school buses. Staff requests an appropriation of \$195,000 from the General Fund to cover the upfront costs of the purchase (100% of costs reimbursed).

Two gas electric hybrid vehicles: This project will replace two aged vehicles in the Community Development Department that have been identified by Fleet Services as needing replacement. TCAG has approved CMAQ funding of \$49,000 to be reimbursed to the City for this project, \$7,500 would be the City's match. Staff is requesting an appropriation of \$56,500 from the Vehicle Replacement Fund to complete this purchase.

Grant Funded – Additional Project Budgets

Trails

Santa Fe Trail (south) - #8117: This project is along Santa Fe Street from Tulare to Avenue 272. Per the most recent engineer's estimate, staff is requesting an additional appropriation for construction of \$1,500,000 of Measure R Trail funding as well as \$39,057 to the Transportation fund. TCAG has approved \$402,000 of TE funding for this project to be reimbursed to the City. It is to be awarded in December 2011.

Santa Fe Trail (north) - #8118: This project is along the Santa Fe Street alignment from Houston to Riggan within abandoned railroad right of way owned by the City. Staff requests that \$300,000 of Measure R Trail funding be appropriated for design and construction match for this project. TCAG has approved \$560,000 of CMAQ funding for this project to be reimbursed to the City that has been previously appropriated.

Packwood Trail from Railroad to Cedar - #8119: This project will construct a trail along Walnut/Packwood Creek from the railroad to Cedar. CMAQ funding of \$320,000

for construction has been approved for this project by TCAG. Staff is requesting an additional appropriation of \$64,000 from Measure R Trail fund for design, right of way and the construction match requirement.

Packwood Trail from Cameron to Visalia Parkway - #8285: This project is along County Center/Packwood Creek for .25 miles. Staff requests a \$30,000 appropriation from the Measure R Trail fund for design and additional construction match for \$118,000 of TE grant construction funding.

Street Projects

New Traffic Signal at Demaree & Ferguson - #8113: This project is for a new traffic signal at Demaree and Ferguson. CMAQ funding of \$255,000 for construction has been approved for this project by TCAG. Staff is requesting an additional appropriation of \$60,000 from the Gas Tax Fund for design, right of way, and to cover the construction match requirement.

New Traffic Signal at Demaree and Mill Creek - #8269: This project includes a new traffic signal at Demaree and Mill Creek as well as signal synchronization from Mill Creek to Riffin. CMAQ funding of \$508,000 has been approved by TCAG. Staff requests that an additional appropriation of \$65,000 be authorized for design and construction match from the Measure R Regional fund that would be reimbursed to the City.

New Traffic Signal at Santa Fe and Walnut - #9951: Staff requests an additional appropriation of \$100,000 from the Measure R Local Fund for design and utility relocation. TCAG has approved \$255,000 of CMAQ funding for this project that has already been appropriated by Council.

Lovers Lane Interchange at SR 198 - #9958: Staff requests an appropriation of \$548,517.15 for monies received from Walmart as a mitigation payment that is restricted to be used only for projects along the corridor on Noble from Ben Maddox to Lovers Lane. This will be used for preliminary design work on the project. There is \$18.5 million of Measure R funding programmed in future years for this project.

Oval Park Area Lighting Enhancement - #8231: The Redevelopment Agency in conjunction with Southern California Edison is working on a Capital Improvement Project to install six (6) solar powered street lights in the Oval Park area. The streets where the solar powered street lights will be added to are NE 2nd Avenue, NE 3rd Avenue, and NE 4th Avenue which are bounded by Houston Avenue, Santa Fe Street and Grape Street. Southern California Edison is contributing up to \$19,854 towards the purchase of two (2) of the six (6) solar street lights as well as the installation cost for the two (2) solar street lights.

Staff is requesting Council accept and appropriate Southern California Edison's \$19,854 contribution to the Transportation Fund for this street light enhancement project. The current budget is \$40,000 and with SCE's contribution of up to \$19,854 the total budget would be \$59,854.

Non Grant Funded – additional budget and re-appropriation

Street Project

Shirk and Ferguson Trench Settlement Repair – #8264: On January 18, 2011, the City Council authorized \$650,000 from the emergency reserves in the General Fund for the Shirk/Ferguson trench settlement repairs. At their April 4, 2011 meeting, Council awarded a construction contract to Bill Nelson Construction in the amount of \$483,430 to repair the road damage, based on design drawings prepared by City staff. During the repair process, when some of the storm drain system was uncovered, it was discovered that there were additional issues with the storm drain system. Initial testing of the existing storm drain system, beyond the areas where road damage had occurred, showed excessive leakage beyond that typically considered acceptable. After cost estimates were compared, it was determined that replacement of the entire storm drain system in the area would be more cost effective than other alternatives. The total cost of the repairs was estimated at \$1.3M. Subsequently, on July 18, 2011 the City Council appropriated an additional \$650,000.00 to complete the repairs.

As of October 5, 2011 the road and storm drain repairs are 99% complete. Only one punch list item remains to be finished by the contractor. Staff does not anticipate any additional charges from the Contractor. The overall cost of the project at the time of completion is expected to be approximately \$1.42M. The total cost of the project is higher than expected due to the costs of the extensive testing and repairs to the existing storm drain system. Additional inspection services, project management and administration costs, and additional traffic control were also required for a longer period of time.

Staff request in order to conserve General Fund monies and recognize non-grant funding, that the General Fund appropriation of \$1,300,000 be re-appropriated to the Gas Tax Fund and Storm Sewer Deficiency with an increase of \$125,000 for the increased costs. The requested appropriation is \$600,000 from Gas Tax (1111) and \$825,000 from Storm Sewer (1222). Staff requests that Council ratify this re-appropriation as Staff reported this needed funding split to the State on the City's Annual Street Report due October 1, 2011. This will most likely delay future projects out of these funds due to the cash flow constraints. However, the City is currently in the process of attempting to recover these costs from Caltrans/FHWA Emergency Funding and through litigation, with any costs recovered to be returned directly to the funds that have paid for the repairs.

The Shirk and Ferguson Project is estimated to bring the Storm Sewer Deficiency Fund (1222) in a negative fund balance and reduce Gas Tax Fund (1111) expenditures for ongoing street maintenance and construction in future years. Although the 1222 and 1111 funds are expected to recoup a majority of the costs appropriated in this report, Council should keep this in mind for future capital project requests as Staff will look to postpone or delay future projects until adequate revenues are accrued or outside funding can be leveraged. Staff will bring back proposals to Council to bring these funds in balance at a future date.

Recommendation: Appropriate \$4,610,928 for the following capital projects as shown in Table I, Proposed Additions to the Capital Program:

Table 1, Proposed Additions to the Capital Improvement Program

	General Fund 0011	Gas Tax 1111	Storm Sewer Deficiency 1222	Meas R Local 1131	Meas R Trail 1132 ^	Meas R Regional 1133 ^	Grants *	Total
Grant Funded - establish budget								
Shannon Parkway Bike Path					40,000		165,000	205,000
Packwood Trail - Paradise to College					145,000		250,000	395,000
Modoc Ditch Trail - Giddings to Dinuba					58,000		80,000	138,000
Mill Creek Trail Rehab - Garden Park					100,000			100,000
Mill Creek Trail - West Akers to Marcin					56,000		422,000	478,000
Signal Sync - Akers to County Center						24,000	41,000	65,000
Signal Sync - West to Giddings						14,000	31,000	45,000
Signal Sync - Tulare to Whitendale						20,000	62,000	82,000
CVC Bus Filter Purchase							195,000	195,000
2 Gas/Electric Hybrid Vehicles							56,500	56,500
<i>Subtotal</i>	-	-	-	-	399,000	58,000	1,302,500	1,759,500
Grant Funded - additional budget								
Santa Fe Trail - Ave 272 to Tulare Ave					1,500,000		39,057	1,539,057
North Santa Fe Trail - Houston to Riggan					300,000			300,000
Packwood Trail - Railroad to Cedar					64,000			64,000
Packwood Trail - Cameron to Visalia Prkway					30,000			30,000
Traffic Signal @ Demaree & Ferguson		60,000						60,000
Traffic Signal @ Demaree/Mill Creek & Sync						65,000		65,000
Traffic Signal @ Santa Fe and Walnut				100,000				100,000
Lovers Lane/SR 198 Interchange							548,517	548,517
Oval Solar Street Lighting							19,854	19,854
<i>Subtotal</i>	-	60,000	-	100,000	1,894,000	65,000	607,428	2,726,428
Non Grant Funded - re-appropriate for grant funding not received								
Shirk and Ferguson Sink Hole Repair	(1,300,000)	600,000	825,000					125,000
<i>Subtotal</i>	(1,300,000)	600,000	825,000	-	-	-	-	125,000
Total	(1,300,000)	660,000	825,000	100,000	2,293,000	123,000	1,909,928	4,610,928
^ Note: Project specific Measure R funding administered by TCAG								
* Note : Grants will be tracked in the following funds : 0011, 1611, 5012								

Summary

These projects with the exception of Shirk and Ferguson Trench Settlement #8264 have grant funding associated with them. With Council's approval to appropriate funding, as identified above, staff will be able to continue work to obtain construction authorization. This will secure the grant funding to the City despite any subsequent federal legislative action dissolving these grants programs. It has been recommended by the Tulare County Association of Governments (TCAG) to submit authorization by April 2012 (or sooner).

Prior Council/Board Actions:

- January 18, 2011 – Council appropriated \$650,000 General Fund for project #8264
- July 18, 2011 – Council appropriated \$650,000 additional General Fund for project #8264
- September 6, 2011 – Council approved Public-Private Partnership agreement with Central Valley Christian School for pass through arrangement for CMAQ funding for bus filters

Committee/Commission Review and Actions:

None

Attachments:

Federal Transportation Improvement Program (FTIP) Sheets for federal grant projects shown in this report

Recommended Motion (and Alternative Motions if expected):

I move to authorize \$4,610,928 appropriation of funds for the projects listed in this report and ratify re-appropriation for the Shirk and Ferguson Trench Settlement project.

Environmental Assessment Status

CEQA Review: not applicable

NEPA Review: not applicable

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*
none

Copies of this report have been provided to: N/A

Transportation Enhancement Activities Program

Route Fostiride PIN Dist/EA Fund AQ Lead	Description Total Escalated Cost Status	Phase	Prior Years	Program Schedule (Construction costs escalated per Caltrans percentages)					Change Description Project Comments Funding Summary (Current & Prior Years)
				Four Year Element				15/16	
				10/11	11/12	12/13	13/14		
TUL10-155 LTF/STPE-S 3-02 Visalia, City of	Packwood Creek Waterway Trail along Rio Vista, from College and through Diamond Creek Development to Paradise - .75 miles of multi-purpose bicycle trail (2011 RTP Table 4-7). \$ 395,000 FTIP Amend 17.00 11500000244	PE RW Const Total			395,000				Other (Explain ==>) Version 2 - 08/25/2011 Requested by Chris Tavares, City of Visalia to strike out "County Center" to read, Packwood Creek Waterway Trail along Rio Prior Current 145,000 250,000

Congestion Mitigation and Air Quality Program (Non-transit)

Route Postmile PIN Dist-EA Fund AQ Lead	Description Total Escalated Cost Status	Phase	Prior Years	Program Schedule (Construction costs escalated per Caltrans percentage)				Change Description Project Comments Funding Summary (Current & Prior Years)
				Four Year Element				
				10/11	11/12	12/13	13/14	
TUL11-001 CITY/CMAQ 1.07 Porterville, City of	CMAQ - City of Porterville Roundabout at Montgomery Avenue/Jaye Street \$ 1,260,000 FTIP Amend 7.00 21500000552	PE RW Const Total		1,260,000				New Project ***** Version 1 - 03/09/2011 ***** Added by EWright Prior Current 145,000 1,115,000
TUL11-005 CMAQ/PVT 4.01 Tulare County Association of	CMAQ CVC Purchase and Install Diesel Particulate Filters on 11 buses and purchase 1 back up filter. \$ 195,000 FTIP Amend 7.00 21500000556	PE RW Const Total		195,000				New Project ***** Version 1 - 03/09/2011 ***** Added by EWright Prior Current 35,000 160,000
TUL11-002 CITY/CMAQ 1.04 Visalia, City of	CMAQ City of Visalia Shoulder Stabilization on Cameron Avenue from County Center to Mooney \$ 134,000 FTIP Amend 7.00 21500000553	PE RW Const Total		12,000	122,000			New Project ***** Version 1 - 03/09/2011 ***** Added by EWright Prior Current 17,000 117,000
TUL11-003 CITY/CMAQ 1.04 Visalia, City of	CMAQ City of Visalia Shoulder Stabilization on Goshen Ave. from Demaree to Akers \$ 278,000 FTIP Amend 7.00 21500000554	PE RW Const Total		36,000	242,000			New Project ***** Version 1 - 03/09/2011 ***** Added by EWright Prior Current 32,000 246,000
TUL11-004 CITY/CMAQ 1.04 Visalia, City of	CMAQ City of Visalia Shoulder Stabilization on Goshen Ave from Demaree to East of Mooney \$ 617,000 FTIP Amend 7.00 21500000555	PE RW Const Total		45,000	5,000	567,000		New Project ***** Version 1 - 03/09/2011 ***** Added by EWright Prior Current 71,000 546,000

San Joaquin Format (Highest Version)

Transportation Enhancement Activities Program

Route Postmile PIN Dist-EA Fund AO Lead	Description Total Escalated Cost Status	Phase	Prior Years	Program Schedule (Construction costs escalated per Calltrans percentage)					Change Description Project Comments Funding Summary (Current & Prior Years)
				Four Year Element					
				10/11	11/12	12/13	13/14	14/15	
TUL10-150 MEA 1.18 Tulare, City of	City of Tulare-Santa Fe Trail Lighting-Myo Avenue to West Street and Mooney Blvd. to Prosperity Avenue (2011 RTP Table 4-7) \$ 448,000 FTIP Amend 0.00 21500000495	PE RW Const Total		448,000					Carry Over ***** Version 2 - 03/30/2010 *****Carry over to the 2011 FTIP -EW ***** Version 1 - Due to the uncertainty of STIM II reprogramming as Local funding. Prior Current 448,000
TUL10-151 MEA 1.08 Tulare, City of	City of Tulare-Install In-pavement Crosswalk Lighting at Various Locations - See Notes for locations (2011 RTP Table 4-7). \$ 448,000 FTIP Amend 0.00 21500000500	PE RW Const Total		448,000					Carry Over ***** Version 2 - 03/30/2010 *****Carry over to the 2011 FTIP -EW ***** Version 1 Due to the uncertainty of STIM II reprogramming as Local funding. Requested Prior Current 448,000
TUL10-154 STPE-S/LTF 3.02 Visalia, City of	Packwood Creek Waterway Trail along County Center from Visalia Parkway to Cameron Avenue -Packwood Creek riparian trail, .25 miles of multi-purpose bicycle trail. (2011 RTP Table 4-7). \$ 132,000 FTIP Amend 0.00 11500000243	PE RW Const Total			132,000				New Project ***** Version 1 - 07/19/10 ***** Project data transferred from 2010 STIP 1. Prior Current 14,000 118,000
TUL10-155 STPE-S/LTF 3.02 Visalia, City of	Packwood Creek Waterway Trail along County Center, College, Rio Visia, and through Diamond Creek Development - .75 miles of multi-purpose bicycle trail. (2011 RTP Table 4-7). \$ 395,000 FTIP Amend 0.00 11500000244	PE RW Const Total			395,000				New Project ***** Version 1 - 07/19/10 ***** Project data transferred from 2010 STIP 1. Prior Current 145,000 250,000
TUL04-154 STPE-S/CITY 3.02 Visalia, City of	Visalia Packwood Creek: Construct 1 mile of multi-purpose bicycle trails along south side of Packwood Creek along Cameron Ave. east of Mooney to County Center Dr. (RTP 2011, Table 4-7). \$ 769,000 FTIP Amend 0.00 21500000227	PE RW Const Total	555,000 213,000	1,000					Carry Over ***** Version 5 - 03/30/2010 *****Add 1,000 place holder. Carry over to the 2011 FTIP -EW ***** Version 4 - 01/28/2010 *****Requested by Michael Carr phone call and email epsp dated Prior 112,000 Current 1,000 656,000
TUL04-160 CITY/STPE-S 3.02 Visalia, City of	Santa Fe Bike Path: From Tulare to Ave 272 construct a 12 ft wide bicycle path with landscaping on the abandoned RR right of way (2011 RTP Table 4-7). \$ 556,000 FTIP Amend 0.00 21500000240	PE RW Const Total	24,000 531,000	1,000					Carry Over ***** Version 4 - 03/30/2010 *****Add 1,000 place holder. Carry over to the 2011 FTIP -EW ***** Version 3 - 05/15/2008 *****Carry over into the 2008/09 FTIP-EW Prior 132,000 Current 1,000 423,000

Congestion Mitigation and Air Quality Program (Non-transit)

Route Postmile PIN Dist-LEA Fund AO AO Lead	Description	Phase	Prior Years	Program Schedule (Construction costs escalated per Caltrans percentage)				Change Description Project Comments Funding Summary (Current & Prior Years)
				Four Year Element				
				10/11	11/12	12/13	13/14	
TUL08-030	City of Tulare CMAQ-Shoulder stabilization on West St between Paige Ave and Bardsley Ave (2011 RTP Table 4-6)	PE						Carry Over
CMAQ/LTF 1.04 Tulare, City of	\$ 125,000 FTIP Amend 0.00 21500000423	RW Const Total		125,000				***** Version 2 - 03/31/2010 ***** Carry over to the 2011 FTIP -EW ***** Version 1 - 05/01/2008 ***** new add 5/1/08 bg Prior Current 19,000 106,000
TUL10-007	City of Tulare CMAQ-Signal Optimization along Bardsley, Cross, and Blackstone/Hillman (2011 RTP Table 4-6)	PE						New Project
CMAQ/MEA 5.07 Tulare, City of	\$ 98,000 FTIP Amend 0.00 21500000510	RW Const Total			98,000			***** Version 1 - 03/29/2010 ***** Requested by City of Tulare through CMAQ Program, approved by Elizabeth Wright, TCAG CMAQ Coordinator. -E. Wright Prior Current 12,000 86,000
TUL10-008	City of Tulare CMAQ-Downtown, Tulare Traffic Signal Coordination (2011 RTP Table 4-6)	PE						New Project
CMAQ/MEA 5.07 Tulare, City of	\$ 200,000 FTIP Amend 0.00 21500000511	RW Const Total			200,000			***** Version 1 - 03/29/2010 ***** Requested by City of Tulare through CMAQ Program, approved by Elizabeth Wright, TCAG CMAQ Coordinator. -E. Wright Prior Current 23,000 177,000
TUL10-021	Visalia Unified School District CMAQ-Equip 4 Heavy Duty Trucks with PM Filters (2011 RTP Table 4-6)	PE						New Project
CMAQ/SDF 4.01 Visalia Unified School District	\$ 77,000 FTIP Amend 0.00 21500000524	RW Const Total			77,000			***** Version 1 - 03/31/2010 ***** Requested by Visalia Unified School District through CMAQ Program, approved by Elizabeth Wright, TCAG CMAQ Coordinator. -E. Wright Prior Current 11,000 66,000
TUL06-032	City of Visalia CMAQ-Purchase two (2) gas electric hybrid vehicles (2011 RTP-Table 4-6)	PE						Carry Over
CMAQ/CITY 4.01 Visalia, City of	\$ 56,000 FTIP Amend 0.00 21500000286	RW Const Total		56,000				***** Version 4 - 03/31/2010 ***** Carry over to the 2011 FTIP -EW ***** Version 3 - 05/20/2008 ***** Carryover from 06, funding updated. bg Prior Current 7,000 49,000
TUL08-022	City of Visalia CMAQ-Construct Parkwood Creek Trail parallel to Walnut Ave from RR tracks 1.270R West of Ben Maddox Way to Cedar St (.8mi) (2011 RTP Table 4-6)	PE						Carry Over
CMAQ/MEA 3.02 Visalia, City of	\$ 400,000 FTIP Amend 0.00 21500000415	RW Const Total		400,000				***** Version 2 - 03/31/2010 ***** Carry over to the 2011 FTIP -EW ***** Version 1 - 05/01/2008 ***** new add 5/1/08 bg Prior Current 80,000 320,000

Route Postmile PIN Dist-EA Fund AQ Lead	Description Total Escalated Cost Status	Phase	Prior Years	Program Schedule (Construction costs escalated per Caltrans percentage)					Change Description Project Comments
				Four Year Element				Federal	
				10/11	11/12	12/13	13/14		
TUL08-023 CMAQ/MEA 3.02 Visalia, City of	City of Visalia CMAQ-Construction of Packwood Creek Trail from Caldwell Ave southwest to Cameron Ave (2011 RTP Table 4-6) \$ 600,000 FTIP Amend 0.00 21500000416	PE RW Const Total		600,000				Carry Over ***** Version 2 - 03/31/2010 *****Carry over to the 2011 FTIP -EW ***** Version 1 - 05/01/2008 ***** new add 5/1/08 bg Prior Current 120,000 480,000	
TUL08-024 CMAQ/MEA 3.02 Visalia, City of	City of Visalia CMAQ-Construct Santa Fe Trail along Santa Fe Rail line from Houston Ave to Riggan Ave (2011 RTP Table 4-6) \$ 700,000 FTIP Amend 0.00 21500000417	PE RW Const Total		700,000			Carry Over ***** Version 2 - 03/31/2010 *****Carry over to the 2011 FTIP -EW ***** Version 1 - 05/01/2008 ***** new add 5/1/08 bg Prior Current 140,000 560,000		
TUL08-025 CMAQ/MEA 5.02 Visalia, City of	City of Visalia CMAQ-Construction of new 4-way traffic signal at Walnut & Santa Fe including crosswalk striping and loop detectors (2011 RTP Table 4-6) \$ 300,000 FTIP Amend 0.00 21500000418	PE RW Const Total		300,000			Carry Over ***** Version 2 - 03/31/2010 *****Carry over to the 2011 FTIP -EW ***** Version 1 - 05/01/2008 ***** new add 5/1/08 bg Prior Current 45,000 255,000		
TUL08-026 CMAQ/MEA 5.02 Visalia, City of	City of Visalia CMAQ-Construct a new 4-way traffic signal at Denaree & Ferguson including striped crosswalks, addition of left-turn lanes and loop detectors (2011 RTP Table 4-6) \$ 300,000 FTIP Amend 0.00 21500000419	PE RW Const Total		300,000			Carry Over ***** Version 2 - 03/31/2010 *****Carry over to the 2011 FTIP -EW ***** Version 1 - 05/01/2008 ***** new add 5/1/08 bg Prior Current 45,000 255,000		
TUL08-031 CMAQ/LTF 4.01 Visalia, City of	City of Visalia CMAQ-Purchase of 5 CNG refuse trucks to replace aging diesel trucks (2011 RTP Table 4-6) \$ 1,858,000 FTIP Amend 0.00 21500000424	PE RW Const Total		1,858,000			Carry Over ***** Version 2 - 03/31/2010 *****Carry over to the 2011 FTIP -EW ***** Version 1 - 05/01/2008 ***** new add 5/1/08 bg Prior Current 372,600 1,486,000		
TUL10-001 CMAQ/CITY 3.02 Visalia, City of	Visalia CMAQ-Shannon Parkway Bike Path (2011 RTP Table 4-6) \$ 187,000 FTIP Amend 0.00 21500000502	PE RW Const Total		187,000			New Project ***** Version 1 - 03/23/2010 *****Requested by City of Visalia through CMAQ Program, approved by Elizabeth Wright, TCAG CMAQ Coordinator. -EW Prior Current 22,000 165,000		

**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 15

Agenda Item Wording: Request authorization to file a Notice of Completion for Project No. 3011-00000-720000-0-8102, for the LED Indication Installation on Existing Traffic Signals at Various Locations throughout Visalia.

Deadline for Action: None

Submitting Department: Community Development
Engineering Division

Contact Name and Phone Number:

Myron Rounsfull, Assistant Engineer, 713-4164
Adam Ennis, Assistant Director of Engineering, 713-4323
Chris Young, Community Development Director, 713-4392

Department Recommendation:

Staff recommends that Council grant authorization to file a Notice of Completion for Project No. 3011-00000-720000-0-8102 for the LED Indication Installation on Existing Traffic Signals at Various Locations throughout Visalia. All the work has been completed on this project by the contractor, Republic ITS, Inc. at a final cost of \$ 148,953.00. The awarded contract amount for this project was \$141,353.00.

Summary/background:

The LED Indication Installation on Existing Traffic Signals project is integral in the city's efforts for reducing electrical usage, with both economic and ecological benefits. American Recovery And Reinvestment Act (ARRA) funding through the Department Of Energy was secured to fund the project. This project replaced all remaining filament-type incandescent bulbs in 78 traffic signals within Visalia with LED lights which use about 83% less energy and require less maintenance. City staff is currently working with Southern California Edison Company to receive energy cost incentives now that the project is completed. The final incentive from SCE is still being determined but is estimated at about \$40,000. At their April 17, 2009 meeting, City Council directed that this incentive and half of the first three years of annual electrical utility savings be placed into the City's revolving Conservation Fund to pay for future energy efficiency projects.

The original contract amount for this project was \$141,353.00. The overage of \$7,600.00 represents a 5.4% increase over the originally awarded contract. All project change orders were

For action by:

City Council
 Redev. Agency Bd.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): 1 Min.

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

reviewed and approved by the Change Order Committee. A summary of the change orders are provided below:

Replace Nine (9) Existing Pedestrian Signal Housings \$3,200.00 - Some existing pedestrian signals planned for LED retrofits were of a circa 1950's design, which would not accept the LED light modules. The existing signal housings were replaced with new housings which allowed for the LED installation and future maintenance and replacement.

Replace 4 Existing 8 Inch Signal Heads With New 12 inch LED Traffic Signal Heads \$4,400.00 - Four (4) additional 8 inch traffic signal heads were replaced with new 12 inch signal heads to complete the project.

Prior Council/Board Actions:

Award of contract: January 18, 2011.

Committee/Commission Review and Actions: None

Alternatives: None

Attachments: Contractor Disclosure Statement

Recommended Motion (and Alternative Motions if expected):

I hereby move to authorize the filing of Notice of Completion for Project No. 3011-00000-720000-0-8102 for the LED Indication Installation on Existing Traffic Signals at Various Locations throughout Visalia.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:



CITY OF VISALIA

Ownership Disclosure for Contractors and Consultants

NOTICE OF COMPLETION

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

Republic Acquired by Siemens (09/23/2010)

Siemens Industry, Inc. (NYSE: SI) announced today that it has signed an agreement to acquire Republic Intelligent Transportation Services, Inc. (Republic ITS), headquartered in Novato, Calif. Upon close, the company will be named Republic ITS, Inc., a Siemens Company. Siemens will acquire 100 percent of the stock of Republic ITS, which is majority-owned by an infrastructure fund managed by Alinda Capital Partners LLC. Terms of the acquisition will not be disclosed.

Republic ITS will become part of the Complete Transportation business of the Mobility Division of Siemens Industry, Inc. and be closely aligned with its Intelligent Traffic Solutions business. With the completion of this purchase, Siemens is making a commitment to strengthen its position in the transportation solutions, service and maintenance business. Republic ITS is a leader in the US transportation services and support for this key market and is expected to enhance Siemens' position. Republic's expertise will complement Siemens' technology portfolio and traffic management solutions.

Republic ITS will continue to operate from its Novato, Calif. headquarters. It employs approximately 300 people, who will be integrated into the Siemens business structure.

Established in 1991, Republic specializes in Intelligent Transportation Services which include, but are not limited to the maintenance, testing, repair, and replacement of traffic signals, streetlights, digital cellular technology upgrades, call boxes, spread spectrum radio, side fired radar, CMS/DMS signs, weigh-in motion stations, ATMS and energy efficiency upgrades such as LED retrofits of traffic signals and streetlights. Republic has a broad range of expertise and experienced personnel including: registered professional transportation engineers, electricians and International Municipal Signal Association (IMSA) Certified Traffic Signal & Roadway Lighting Specialists.

About Siemens

Siemens Industry, Inc. (SII) is the U.S. affiliate of Siemens' global Industry Sector business—the world's leading supplier of production, transportation and building technology solutions. The company's integrated hardware and software technologies enable comprehensive industry-specific solutions for industrial and infrastructure providers to increase their productivity, sustainability and profitability. The Industry Sector includes six divisions: Building Technologies, Industry Automation, Industry Solutions, Mobility, Drive Technologies and OSRAM SYLVANIA. With nearly 222,000 Siemens Industry Sector employees worldwide, the Industry Sector posted a worldwide profit of \$2.7 billion on revenues of \$47.7 billion in fiscal 2009. www.usa.siemens.com/Industry

Submitted by: Name **Myron Rounsfull**

Date **October 12, 2011**

City of Visalia Agenda Item Transmittal

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 17

Agenda Item Wording: Provide City Council with an update of the Plaza Drive Interchange Modification and Widening Project, authorize amendments to the design contract, and present upcoming construction agreements.

Deadline for Action: None

Submitting Department: Community Development Department/
Engineering Division

Contact Name and Phone Number:

Fred Lampe, Project Manager, 713-4270
Adam Ennis, Assistant Director of Engineering, 713-4323

Department Recommendation: Staff recommends that City Council accept the update of the Plaza Drive Interchange Modification and Widening Project including information about upcoming construction agreements and authorize amending the Design agreement with TRC to include additional work. The current fees are \$2,848,283.00. Scope additions total \$141,890.00. The total amended contract would be \$2,990,173.00.

Summary: The Plaza Drive Widening Project has reached the bidding stage and the construction contract is being advertised. Council will be asked to award the contract to the lowest responsible bidder on November 7, 2011. Construction is scheduled to begin in January or February 2012.

Support contracts for Construction Management, Construction Staking and Surveying, and Material Testing are being advertised. Negotiations will begin with TRC for Construction Engineering and Design Support Services. The support contracts will be ready for council award by December 2011.

In order to meet the time schedule outlined in the Corridor Mobility Improvement Account (CMIA) baseline agreement between the City of Visalia and the State of California the landscape portion of the Plaza Drive Project will be divided into a separate project and \$1.5 million dollars of State Transportation Improvement Program (STIP) have been shifted for design and construction.

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): ____.

Review:

Dept. Head _____
(Initials & date required)

Finance _____
City Atty _____
(Initials & date required or N/A)

City Mgr _____
(Initials Required)

If report is being re-routed after revisions leave date of initials if no significant change has affected Finance or City Attorney Review.

The project designer is TRC. TRC needs to complete additional work to add items to the construction plans and provide answers to bidder's questions. The additional work includes increasing storm water system capacity, adding paving and sanitary sewer laterals, editing contract documents to meet EDA requirements, architectural development support, and additional utility relocation coordination. The additional work will incur additional fees.

Background: With growth of the City of Visalia's industrial park and increased traffic from the City of Dinuba and communities to the north it is necessary to widen Plaza Drive. Plaza drive is the entrance to the industrial park as well as the major north/south artery through the park.

Benefits to widening Plaza Drive and the Interchange at State Route 198:

- Better commercial access for existing and future businesses
- Aids expansion of the industrial park
- Enhances the City's ability to attract new businesses
- Part of area wide transportation projects that will enhance access to the industrial park and surrounding area
- Improves safety on both Plaza Drive and SR198

Current Project Time Line:

- | | |
|--|------------|
| • Project was programmed to the Regional Transportation Improvement Program (RTIP) | Mid 1990's |
| • Initial Study – Project Study Report (PSR) | 1999 |
| • Environmental Study – CEQA, NEPA | 2006 |
| • TRC Begins Planning Phase | 2007 |
| • Final Study – Project Report (PR) | 2011 |
| • Design Phase – Plans, Specifications (Approved by Caltrans) | 06/10/11 |
| • Right-of-Way Acquisition (Approved by Caltrans) | 06/10/11 |
| • Split STIP funding for Landscape Project (Due to funding schedule) | 08/10/11 |

- **Bid Phase** **In progress**
- **Utility Relocation** **In progress**
- **Award Contract** **11/07/11**
- **Award Support Contracts** **Nov./Dec. 2011**
- **Begin Construction** **Jan./Feb. 2012**
- **Begin Design of Landscape Project** **Feb. 2012**
- **Construction – Completion** **End of 2013**
- **Begin Construction of Landscape Project** **End of 2013**

Landscape Project Split

State Transportation Improvement Program (STIP) funds allow road projects to split landscaping into a separate project. The Plaza Drive Project is under strict time lines to award the construction project before November 30, 2011. In order to complete the plans and specifications within the time allowed, the City chose to design and install the landscaping as a separate project. \$1,500,000 was transferred to the second project.

Additional TRC Fees

TRC was contracted by the City in August 2007 to produce the Project Report (PR) and Plans, Specifications and Estimates (PS&E) for the Plaza Drive Widening Project. The TRC team includes Quad Knopf, Peter's Engineering, Kleinfelder, and several other sub-consultants. The following tasks have been added to TRC's scope of work resulting in extra fees:

Additional sewer and storm drain design was needed. Several businesses requested sewer laterals be added during street construction. Adding the sewer laterals with the project will prevent cutting new pavement to add sewer service in the future. Drainage inlets and pipe were added to collect water from a low area that is not presently served by a City storm system and additional pipe was added to increase the capacity of the City's storm system on Airport Drive. Quad Knopf completed most of the additional storm and sewer work that carried a total cost of \$29,645.

Due to the timing of funding approval it was not possible to hire a Construction Management Firm prior to the bidding phase. Therefore the design consultant TRC has taken on extra work that would normally be handled by the Construction Manager. During the bid process TRC and its sub-consultants are responding to bidders questions and issuing addendums when needed. They will also participate in conducting a pre-bid conference. The cost of these services is \$15,900

Cross sections are provided to prospective bidders to help verify estimated quantities. This is an optional task recommended by Caltrans. The cross sections requested by the City define the area around the interchange and include the auxiliary lanes on State Route 198. Topographic maps of Plaza Drive between Hurley and Goshen Avenues are provided to help bidders verify earthwork quantities. The fee is \$44,000.

Requirements from the Economic Development Administration (EDA) have caused the Caltrans approved bid and contract documents to be edited. EDA reporting requirements and contract clauses have been added. Ongoing communication with EDA continues and there are several tasks to be completed in order to insure EDA participation. Some of the remaining requirements are hiring the construction management firm, certifying title for the right of way, and completion of a review by the State Historic Preservation Office (SHPO). TRC cost \$22,115.

Additional project management by TRC is required. The work is similar to that which was included in the basic contract but expanded to encompass oversight and coordination of additional tasks. \$28,470.

An architectural review committee is developing a theme for the Plaza Drive Interchange as an entry way into the City. A final recommendation will be completed soon. TRC has attended the committee meetings and has supported the process by assessing what can be added to the existing structure. Current fees are \$10,000. More fees will be incurred once the final concept is accepted by Caltrans and City Council. TRC will then begin the structural design of the architectural components.

Caltrans required a new bridge mounted sign structure be designed. This task was completed by TRC and approved by the Caltrans Structure Review process. The total is \$7,410.

Quad Knopf is coordinating the relocation of utility company equipment. Most utilities will be relocated prior to construction. Additional effort is needed to relocate utilities conflicting with the added storm lines. Field visits and coordination with businesses affected by utility relocations is required. \$15,350

Include rebuilding of the pavement in the intersection of Plaza Drive and Goshen Avenue with the project. Originally the project did not rebuild pavement in the intersection. This will be added to the project by addendum. The design cost of \$6,200 is to create construction plans and develop traffic control and staging plans.

Much of the landscape design will now be done with the second project. \$37,200 will be credited from TRC's landscape design fees. Design of the landscape project will be done under a separate contract. The design firm will be chosen by a competitive proposal process.

The following is a summary of the proposed additions to TRC's contract. Costs are included along with benefits gained by the additional work:

	Task	Agreement Cost	Need/Benefit
1	Sewer and Storm Drain Additions	\$29,645.00	Add sewer laterals now to prevent street cuts later. Pick up street runoff on west side of Plaza Drive not previously served by City storm system. Increase drainage capacity at Plaza Drive and Airport Drive
2	Bid Phase Services	\$15,900.00	Answer Bidder's Requests for Information, Issue Addendums, Conduct Pre-Bid Conference
3	Create Cross Sections and Topographic Map for Bidders	\$44,000.00	Create cross sections 50 ft. on center and at all transition points to aid bidders in checking material quantities. Cross sections were highly recommended by Caltrans because of the complexity of the earthwork at the interchange.
4	EDA Modifications	\$22,115.00	Make modifications to bid and construction contract documents to meet EDA contract and reporting requirements
5	Project Management	\$28,470.00	Additional project management needs due to additional scope
6	Aesthetics – Attend and Support Architectural Review Committee	\$10,000.00	Support Taylor Teter Architects in developing a theme for the Plaza Drive Interchange. Attend Architectural Review Committee Meetings. Estimate structural load carrying capacities.
7	Bridge Mounted Sign	\$7,410.00	Required by Caltrans
8	Additional Utility Relocation Coordination	\$15,350.00	Utility relocation mostly along Airport Drive to upgrade storm drain capacity.
9	Add plan sheets for paving the Plaza Dr. – Goshen Ave. intersection	\$6,200.00	Paving the intersection will add plan sheets, traffic control sheets, and project phasing sheets.
10	Credit for a portion of landscaping design fees that will not be needed with this project	<\$37,200.00>	STIP allocation has been shifted to fund a secondary landscaping project. It will begin immediately after the widening project is completed. Landscape design will be undertaken under a separate contract for the secondary project.
	TOTAL	\$141,890.00	

Funding Sources

Construction financing is provided by:

State Transportation Improvement Program (STIP)	\$14.5 M
Corridor Mobility Improvement Account (CMIA) Prop. 1B	\$7.8 M
U.S. Dept. of Commerce – Economic Development Administration (EDA) grant	\$2.0 M

Secondary Landscape Project:

State Transportation Improvement Program (STIP)	\$1.5 M
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Total \$25.8 M

No portion of the General Fund will be used on this project.

Upcoming Contracts to be Considered by City Council

Summary/Analysis: The City of Visalia’s project to modify the interchange at Plaza Drive and State Route 198 is a collaborative effort between local, state, and federal agencies. The City is the lead agency that receives funds and manages the construction contract. Much of the funding is secured through the Tulare County Association of Governments (TCAG). Caltrans is the owner of State Route 198, manages funding from State and Federal sources, and has oversight of construction on all state highways. The U.S. Department of Commerce, Economic Development Administration (EDA) has awarded a grant to help fund the project. Administration of EDA funds is handled by the regional EDA office in Seattle, WA.

Working on state owned facilities requires a cooperative agreement between the City and Caltrans. The cooperative agreement defines the responsibilities of the City and Caltrans in constructing state owned facilities. The cooperative agreement requires the City to assemble a qualified team, approved by Caltrans, to monitor and administer the construction process. Funding agencies require the team be chosen through a competitive process.

The City of Visalia will use the same team system that successfully completed the bridge projects at the Santa Fe Overcrossing and the Ben Maddox Widening. In that system the City hires a professional Construction Management/Resident Engineer Consultant to manage and inspect the construction project. In support of the Construction Management Consultant the City will hire a Construction Staking and Surveying Consultant, a Material Testing Consultant, and the Project Design Firm. This experienced professional team will oversee the project to insure it is completed according to the plans and specifications while following all rules required by the various funding sources.

Construction Management/Resident Engineering Firm

The construction management firm is responsible for almost every aspect of the construction project. They will assure compliance with environmental permits from the various regulatory agencies, insure compliance with all labor and safety requirements, monitor schedule to keep the project on time, inspect daily for compliance with plans and specifications, record all submittals from the contractor and record requests for additional information. The performance of the construction manager is critical to the successful completion of the project and compliance with funding agency requirements. Some of the construction management firm's personnel and their duties are listed below:

Title: **Construction Manager CM**
Resident Engineer RE
Structural Representative SR
Assistant Resident Engineer
Office Engineer
Inspector

Tasks: CM-RE

- Constructability Review
- Assist Bidding Const. Contract
- Organize Pre-Const Meeting
- Monitor Project Schedule
- Monitor Project Cost
- Provide Monthly Status Report
- Coordinate weekly meetings
- Provide all meeting minutes
- Track submittals
- Track requests for information (RFI)
- Track change orders
- Answer RFIs within their scope
- Responsible for quality control
- Schedule material testing
- Observe construction operations
- Monitor construction claims
- Monitor jobsite safety
- Coordinate closeout
- Develop punch list items
- Coordinate design engineer acceptance
- Coordinate City/Caltrans acceptance

SR

- Assist RE in structure projects
- Draft change orders, structures
- Draft claim position, structures

Assistant Resident Engineer

- Assist RE
- Track all work quantities
- Some inspection work
- Daily log of activities
- Collect as-built information

Office Engineer

- Monthly progress pay estimates
- Keep labor and equipment records
- Correspondence
- Extra work reports
- Conduct labor compliance interviews

Inspector

- Excavation and backfill
- Earthwork
- Coordinate testing
- Formwork
- Rebar placement and embedment
- Concrete Placement
- Paving

Construction Staking and Survey Services:

The consulting firm chosen to perform the Construction Staking and Survey Services will support the project by setting the alignment and grade for all improvements to be constructed. The firm will also verify completed construction and document findings for as-built plans. The list below includes some of the tasks performed by the surveying consultant:

Tasks: Survey Monument Preservation	Pavement grades
Establish Construction Staking Control Network	Cross slope
Establish Construction Limits	Crown
Mark demolition limits and saw cuts	Provide cut sheets
Stake underground improvements	Measurements for bridge falsework
Storm Line	Set grade for deck forms
Sewer Laterals	Locate interchange features
Stake rough grading	Ramp widening
Locate bridge structure	Auxiliary lanes
Column footings	Locate highway signs
Bridge abutments	Stake traffic signal locations
Stake Curb and Gutter	Stake sidewalks
Curves	Stake handicap ramps
Tangents	Locate guard rails and AC curbs
Drive approaches	Establish permanent elevations for as-builts
Median islands	

Material Testing Services

The material testing lab is required to be Caltrans Certified in all tests performed. Personnel will also be Caltrans Certified in whatever task they are carrying out. This will include sampling through laboratory testing. Testing will be performed throughout the project both on site and in material supplier's plants. Some of the various tests are:

Title: Material Testing Firm

Tasks: Material tests as required by the RE	
Grading and Compaction Tests	AC paving tests
Test trench backfills	Aggregate base tests
Test abutment and footing backfill	Nuclear gauge compaction testing
Concrete aggregate tests	Report writing
Concrete mix tests	Field sampling
Concrete cylinder tests	Lab testing
Batch plant inspection	

Construction Engineering and Design Support

Construction of the Plaza Drive Interchange Modification and Widening Project will require support from the engineering team that designed the project. Any change orders or submittals affecting the plans or specifications must be approved by the original designer as engineer of record. This team will also review and respond to all requests for information (RFI) and review shop drawings for various components. Caltrans requires the engineer of record be hired by the City and made available to the RE as part of the of the Resident Engineer's Support Team. During construction some of the duties of the design team are:

Title: **Engineer of Record**
Civil Engineer - Design
Traffic Engineer - Design
Geotechnical Engineer - Design
Structural Engineer - Design

Tasks: Engineer of Record (Team)

Attend meetings as required	Assure compliance with specs.
Respond to RFIs	Review change orders
Civil	Civil
Structural	Structural
Traffic	Traffic
Geotechnical	Geotechnical
Approve submittals	Redesign work as directed
Civil	Civil
Structural	Structural
Traffic	Traffic
Geotechnical	Geotechnical
Correct errors or omissions	Prepare as-built drawings
Assure compliance with plans	

Prior Council/Board Actions: 1999 – Approve PSR
February 2006 – Approve time extension
August, 2006 – Approve Mitigated Negative Declaration
August, 2007 – Approve Contract with TRC
May, 2011 – Approve TRC Scope Amendment
August, 2011 – Approve Developing Architectural Themes

Committee/Commission Review and Actions:

Alternatives:

Attachments: Project Site Map – Exhibit #1
Industrial District Projects – Exhibit #2

Recommended Motion (and Alternative Motions if expected): I move to accept the update of the Plaza Drive Widening Project including information about upcoming construction agreements and authorize amending the Design agreement with TRC to include additional work. The current fees are \$2,848,283.00. Scope additions total \$141,890.00. The total amended contract would be \$2,990,173.00.

Environmental Assessment Status

CEQA Review: Mitigated Negative Declaration – approved by council August 2006

NEPA Review: Finding of No Significant Impact – August 2006

Recertification: February 2011

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

Copies of this report have been provided to:

Exhibit 1
Project Site Map



SR 198/Plaza Drive Widening

County Project continues to Dinuba

Auxillary Lanes

SR 198/Plaza Drive Widening Project



Exhibit 2

Industrial District Projects

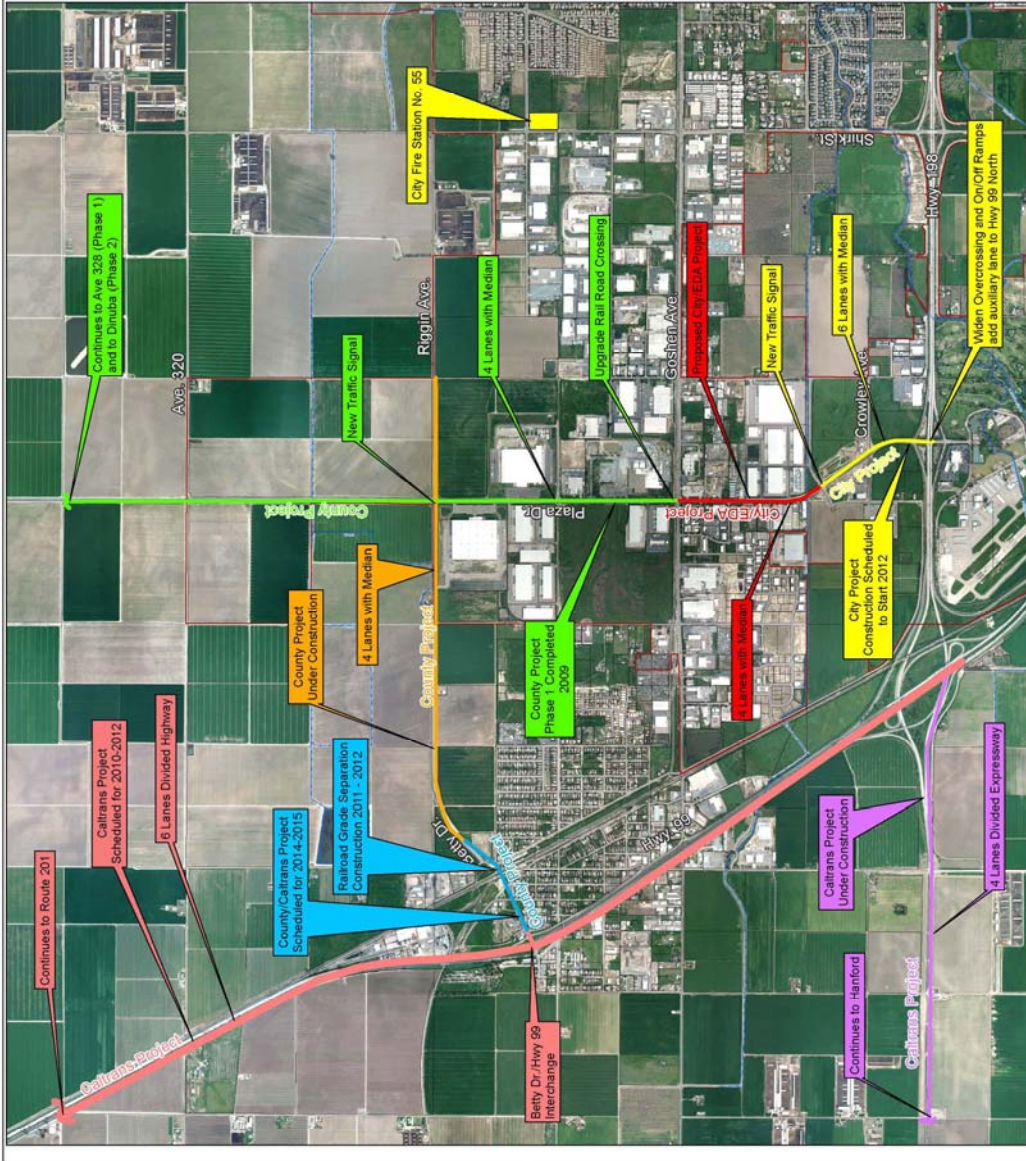
CITY OF VISALIA INDUSTRIAL DISTRICT PROJECTS

Plaza Drive / Road 80 Projects

- Legend**
- Plaza Drive Widening (\$26,000,000 Budgeted)
 - Road 80 Widening (\$65,479,000 Budgeted-All Phases)
 - Rogin Avenue Widening (\$5,017,000 Budgeted)
 - Highway 99 Widening (\$33,295,000 Budgeted)
 - Highway 99 Widening (\$17,242,000 Budgeted)
 - Betty Drive Upgrades (\$43,300,000 Budgeted)
 - Proposed City/EDA Project (\$5,000,000)
 - Total Major Street Improvements \$426,866,000 Budgeted



Scale: 1" = 1,000 ft



**City of Visalia
Agenda Item Transmittal**

Meeting Date: October 17, 2011

Agenda Item Number (Assigned by City Clerk): 18

Agenda Item Wording: Nominate an applicant for appointment to the San Joaquin Valley Air Pollution Control District Governing Board. **Resolution 2011-65 required.**

Deadline for Action: October 31, 2011

Submitting Department: Administration

Contact Name and Phone Number:

Michael Olmos, Assistant City Manager 713-4332
Donjia Huffmon, Chief Deputy City Clerk 713-4512

Department Recommendation

It is recommended that the Visalia City Council discuss the applications that have been received and nominate one of the applicants to fill the vacancy on the San Joaquin Valley Air Pollution Control District's Governing Board.

Attached to this staff report are the applications that were completed by the three candidates. Resumes have been requested from each of the applicants and those will be distributed to Council and made available to the public as soon as they are received.

Department Discussion

According to the rotation schedule adopted by the San Joaquin Valley Special City Selection Committee, there is currently a vacancy on the Air Board that must be filled by a Council member from a "small" city with a population of 100,000 or less from Tulare County. Pursuant to Health and Safety Code Section 40600.5, appointments to the Air Board will be made by the Special City Selection Committee. The Valley Special City Selection Committee is comprised of one elected city council member from each of the 59 cities in the Valley. Appointments to the Board are for a three year term.

According to the Special City Selection Committee procedures, the next step in the process is for each of the eight city councils in Tulare County to choose from the candidates who have applied for the vacant position. Applications were due on October 1, 2011 and the following candidates applied for this position: Councilmember Melvin "Skip" Barwick, City of Tulare; Councilmember Teresa Boyce, City of Exeter; and Councilmember Francis S. Ortiz, City of Woodlake.

The deadline to submit nomination voting results from each city to the APCD is October 31, 2011. The APCD will tally votes and forward nominations to the Special City Selection

For action by:

City Council
 Redev. Agency Bd.
 Cap. Impr. Corp.
 VPFA

For placement on which agenda:

Work Session
 Closed Session

Regular Session:

Consent Calendar
 Regular Item
 Public Hearing

Est. Time (Min.): _____

Review:

Dept. Head

Finance n/a

City Atty n/a

City Mgr

Committee and the Special City Selection Committee will convene in November to make the appointment.

The number of candidates requesting the “small” city air board seat for Tulare County creates the possibility of a tie vote. According to APCD staff, the bylaws for the City Selection Committee state that in the event of a tie, the APCD will contact the cities in Tulare County to have a re-vote on the candidates included in the tie. If the re-vote again results in a tie, the bylaws authorize the City Selection Committee to conduct a random drawing to select Tulare County’s nominee, whose appointment will then be voted on by the entire committee.

Prior Council/Board Actions: None

Committee/Commission Review and Actions: N/A

Alternatives:

Attachments: Resolution 2011-65
Application for appointments

Recommended Motion (and Alternative Motions if expected):

I move to nominate _____ to the San Joaquin Valley Air Pollution Control District Governing Board.

Environmental Assessment Status

CEQA Review:

NEPA Review:

Tracking Information: *(Staff must list/include appropriate review, assessment, appointment and contract dates and other information that needs to be followed up on at a future date)*

RESOLUTION NO. 2011-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA
NOMATING _____ TO THE SAN JOAQUIN VALLEY AIR
POLLUTION CONTROL DISTRICT GOVERNING BOARD**

WHEREAS, Health and Safety Code Section 40600.5 created a Special City Selection Committee for the appointment of city members of the San Joaquin Valley Air Pollution Control District (District) Governing Board; and

WHEREAS, the Special City Selection Committee has adopted procedures and a rotation schedule for making their appointments, and based upon the adopted rotation schedule a city council member representing a "small" city with a population of 100,000 or less from Tulare County shall be appointed to the District Governing Board; and

WHEREAS, in selecting a nominee for appointment by the Special City Selection Committee to the District Governing Board, the Visalia City Council considered the application materials from the eligible candidates; and

WHEREAS, the vote to select a nominee took place as an item on the publicly noticed agenda and was discussed during the normal city council meeting with time for public comment.

NOW, THEREFORE, BE IT RESOLVED that the Visalia City Council nominates _____ to the Special City Selection Committee for appointment to the District Governing Board.

PASSED AND ADOPTED:

STEVEN M. SALOMON, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Steven M. Salomon, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution _____ passed and adopted by the Council of the City of Visalia at a regular meeting held on _____.

Dated:

STEVEN M. SALOMON, CITY CLERK

By Donjia Huffmon, Chief Deputy City Clerk

**San Joaquin Valley Air Pollution Control District Application & Background Information
for Appointment as a City Representative on Governing Board of the San Joaquin Valley
Air Pollution Control District from the following applicants for nomination:**



Melvin “Skip” Barwick (City of Tulare):

Married: Wife Mary Jane

Children: 5

Grandchildren: 10

Employment: Owner DARO Commodities and Skip Barwick Realty

Business Background: Banking, Finance Consulting, Sales and Marketing

Public Service: Tulare City Council (Vice Mayor)

Community and Other Service: Past Member of Tulare County Tax Appeal Board, Tulare Chamber of Commerce, Tulare County Builder Exchange, Tulare County Board of Realtors, Tulare Auxiliary COS Foundation, COS Foundation Executive Board, Tulare Noon Rotary Past President, Past Board Member of Happy Trails Therapeutic Riding Academy, Member of the California Grape and Tree Fruit League, and Member of the American Slavonic Lodge, Member of the Tulare Historical Museum.

As a life long resident of the valley I have been involved in and around agriculture most of my life. I am consciously aware of the effects air quality has on the lives of valley residents and our environment. I have seen the successes we have made in our air quality and want to see this continue; however, I believe it is equally important while creating programs to manage our air quality that we are also mindful that rules or regulations associated with these programs are not so overreaching that they may cause financial hardships upon valley residents who rely so heavily upon agriculture for their livelihood. I would like very much to represent our valley on this ever so important board.

Teresa Boyce (City of Exeter):

Application for Nomination has been withdrawn effective October 13, 2011.

Frances S. Ortiz (City of Woodlake):

I became interested after the presentation given at our council meeting. There seems to be a lot of areas where money is spent or not spent in making our air clean. This valley is the worst because we are possibly the poorest. The areas in which the air quality are tied down are very

unbalanced. I made the comment at the meeting that maybe we should all die, then the air would really be clean.

I have lived in Woodlake since February 1966 till now. I have always worked for the poor and the working people of this county and it seems that nothing is ever really done to improve our county. I have been on the Elementary School Board for ten years, City Council for about 14 years, Self Help Enterprises for several years and always wanted only the best for this county and the people that live here. I think that as one person I may not change a lot, however, I may be able to suggest or provide another side to some of the things that are happening today for a change for tomorrow.

Maybe someday, the boards and the committees that work for all of these organizations will get serious and work towards really getting things done. Lots of money is spent on ideas, meetings and nothing changes. I would like to be able to help change and correct the use of funds for some real solutions to improving the air quality in our valley. Thank you, and I hope you find people that will do what is needed, even if I am not selected I hope someone who values life and families gets the position.

- End -