

Council Agenda Report

Date: April 25, 2016

Prepared and
Submitted by: Sandra Tripp-Jones, City Manager 

SUBJECT: Consolidation of dispatch operations.

Recommendation that: Council approve the Letter of Agreement and Memorandum of Understanding between the City and County to consolidate the City police dispatch operations into the County 911 operations effective July 1, 2016.

Discussion:

On March 14, 2016, City Council took the following actions:

- A. Conceptually approved consolidation of the City Police Dispatch operations with the County 911 Operations;
- B. Directed the City Manager to negotiate an agreement with the County that results in approximately \$200,000/year in cost reductions after one-time costs and improved dispatch services to the City; and
- C. Directed the City Manager to incorporate subject reorganization into the proposed 2016-2017 General Fund Operating Budget.

Negotiations with the County Manager, Jeremy Goldman, have resulted in a staff level agreement on the following:

1. Consolidation of the City and County dispatch by adding four (4) dispatch positions to the County 911 center.
2. Hiring of up to four (4) City dispatchers at salary levels close to their current levels, effective July 3, 2016.
3. City use of the County's Computer Aided Dispatch (CAD) software at an annual cost of \$10,000 per year toward the cost of maintenance. The County will also provide the Records Management Software (RMS) for which the City has to buy licenses - data conversion - and training, but rely on the County server to host data
4. Dedication of the City's current dispatch center in the Public Safety Building to the County's exclusive use as a back-up dispatch center.
5. Discontinuation of the City's rent charges for EMS use of the Public Safety Building
6. Costs:
 - Actual Costs for four positions at grades specified by the City and including benefits costs, calculated to be \$167,217/per year with no escalator.
 - Annual contribution to the maintenance costs of the County's automated systems at a rate of \$10,000 per year.
7. Term: five (5) years, automatically renewable unless terminated with option to terminate in less than five (5) years by either party with one-year notice.

The recommended Letter of Agreement embodies details on the transition of employees to the County, and the MOU attached to this report is a draft with the final agreement to be submitted to Council before the Council meeting on April 25, 2016.

Fiscal Impact:

Attached is an analysis of the FY 2017 and FY 2018 savings. The FY 2017 savings are considerably less due to significant one-time costs related to buying licenses, conversion and training on the County's Records Management System (PSSI). It should be noted that without the consolidation, the City is already facing replacement of the City's current records management system the cost of which would approximate that of joining the County's system.

Summary of Impact:

Fiscal Year 2017: \$ 94,783 in savings

Fiscal Year 2018: \$222,783 in savings per year

TOTAL Five year agreement: \$985,915 savings

NOTE: The agreement does not have an escalator for increases in personnel costs over the five (5) year period. Therefore, savings are likely greater as the City would give cost of living increases to its employees during that five year period.

This analysis does not include the loss of rent revenue (\$36,000/year) for the County's use of the PSB for EMS.

Attach:

1. Draft Letter of Agreement
2. Draft MOU

DRAFT

April 25, 2015

Mr. Ricky Travers, President
Dorchester County Council
Dorchester County Office Building
501 Court Lane
Cambridge, MD 21613

Re: Letter of Understanding Regarding County Employment of City Dispatchers to Implement Consolidation of City and County Dispatchers

Dear Council Members,

The City is pleased to embark on the consolidation of City and County dispatch functions to the benefit of both the County and City both fiscally and to citizens in terms of quality services.

While the MOU will incorporate the terms of the agreement, it is intended that this letter set forth our agreement as to how City dispatchers will be considered for employment of City dispatchers.

It is our understanding that:

1. The County will hire up to up to four (4) City dispatchers - if qualified, to fill the four (4) new positions funded under the MOU. The County may hire additional City dispatchers if the County has vacancies in its currently authorized dispatcher staff.
2. The County will require all City dispatchers to apply and be considered under the County's normal hiring process. This will involve applications, interviews, on-site simulation tests, background checks, and..... This process will be completed before [date].
3. The effective date of hire will be July 4, 2016.
4. Initially, the up to four (4) hired City dispatchers will be compensated at the County's Grade 11 Steps A-E as designated and funded by the City, but in no case at a rate lower than Step A.
5. As County employees, the hired City dispatchers will receive County employee benefits.
6. The City will pay out accumulated vacation benefits to individual dispatchers as they leave City employment.

7. The City will provide individual letters documenting accumulated sick leave for those becoming County employees, which documentation will serve for calculation of retirement benefits at the point of retirement.
8. One City dispatcher Brittany Travers is pregnant and if selected and hired, her FMLA leave for pregnancy will be honored by the County, without waiting the normal period of employed days to be eligible.
9. The actual cost of salary and benefits of the up to four (4) hired City dispatchers who are anticipated to transfer to the County. Their salaries are the basis for establishing the personnel cost element of the MOU. One City dispatcher Michael Larrimore will continue with the City to facilitate the transition until his retirement no later than Dec. 31, 2016. If he chooses to apply for a County dispatcher position and does so during the selection process for the initial four (4) hires, and if he qualifies for a County position, the County will retain him on its list of eligible candidates for openings that may occur after his retirement and separation from the City and the State retirement system. At the discretion of the County, Mr. Larrimore may be compensated at a Grade 11 Step higher than A after successful completion of training and certification.
10. Police Chief Dan Dvorak will coordinate with County 911 Supervisor on logistics of the transfer of operations, including the relocation of staff to the County 911 center.

Please confirm this arrangement by signing and returning this letter.

Very Sincerely,

Commissioner/Acting Mayor Donald Sydnor

Agreed:

Ricky Travers, President
Dorchester County Council

cc: Jeremy Goldman, County Manager
Thomas Merriweather, County Counsel

DRAFT
MEMORANDUM OF UNDERSTANDING
FOR
SHARED DISPATCHING SERVICES

Parties:

The Commissioners of Cambridge
410 Academy Street
Cambridge, Maryland 21613

AND

The County Council of Dorchester County, Maryland
501 Court Lane
Cambridge, Maryland 21613

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "M.O.U."), made in duplicate, this _____ day of _____, **2016**, by and between **The Commissioners of Cambridge**, a Maryland Municipal Corporation (hereinafter "City"), and **The County Council of Dorchester County, Maryland** (hereinafter "County") and

WHEREAS, in order to increase efficiency and costs, the Commissioners of Cambridge and the County Council for Dorchester County, Maryland, have entered into negotiations for the sharing of dispatching services for police, fire and E.M.S. calls; and

WHEREAS, the County has agreed to be the provider of said dispatching services for all calls relating to the City, pursuant to terms and conditions as set forth herein; and

WHEREAS, the City has agreed to provide to the County financial resources as set forth herein in exchange for the County providing said dispatching services.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual promises and covenants set forth herein, the parties hereby represent, acknowledge and agree to the other(s) as follows:

1. **DISPATCH SERVICES.** Commencing on July 1, 2016, the County shall provide dispatch services for all police, fire and E.M.S. calls within the City. The County agrees to employ a sufficient number of dispatchers to adequately provide for said dispatch services. Subject to the contributions being made pursuant to Item No. 2 hereinbelow, the County shall be solely responsible for all costs associated with the operation of the dispatch center and the providing of dispatch services. The County shall assume full responsibility for said dispatch services.
2. **CITY CONTRIBUTIONS.**

A. **Financial Contribution.** Commencing on July 1, 2016, the City agrees to provide to County an annual financial contribution in the amount of _____ Dollars (\$) _____) payable as follows: _____. The financial contribution set forth in this Item No. 2 shall be the sole financial obligation of the City to the County during the term of this M.O.U.

B. **In-Kind Contributions.** Commencing on July 1, 2016, the City agrees to provide to the County, at no cost, the service bays, officers and other areas of the Edward Watkins Public Safety Center which the E.M.S. service has occupied for the past several years. In addition, the City agrees to maintain and make available on an as-needed basis, the existing dispatch room and equipment as a back-up dispatch facility to the County for dispatching services.

3. **RETENTION OF DISPATCHERS.** Commencing on July 4, 2016, the County agrees to hire up to four (4) of the City's current dispatchers, subject to them meeting all of the qualifications of the County for said positions. The County, may, at its discretion, hire additional City dispatchers if the County has vacancies for same. All such City dispatchers shall submit formal applications for employment to the County and will be subject to the County's standard hiring process and procedures. The City and County agree to enter into a formal Letter of Understanding regarding the specific compensation and benefits of the City dispatchers to be hired by the County.

4. **INFORMATION AVAILABILITY.** The City and County agree to provide to one another any and all information which it has relative to dispatching services so to ensure a smooth transition of services to the County as the sole provider.

5. **DESIGNATED REPRESENTATIVES.** The City and County hereby designate the following individuals to serve as its representative to coordinate all information pursuant to this M.O.U:

CITY OF CAMBRIDGE: Sandra Tripp-Jones, City Manager
410 Academy St., Cambridge, MD 21613
Phone: 410-228-4020

DORCHESTER COUNTY: Jeremy Goldman
501 Court Lane, Cambridge, MD 21613
Phone: 410-228-1700

6. **MEETINGS.** The City and County agree to jointly meet and discuss the status of dispatching services on not less than a quarterly basis.

7. **TERM.** The term of this M.O.U. shall be for a period of FIVE (5) years commencing on JULY 1, 2016, and ending on JUNE 30, 2021, unless terminated pursuant to item no. 9 below.

8. **AUTOMATIC RENEWAL.** This M.O.U. shall automatically renew for an additional term of FIVE (5) years effective July 1, 2021 and ending June 30, 2026, unless written notice of non-renewal or termination is provided to the other party not less than SIX MONTHS prior to the end of term date of June 30, 2021.
9. **TERMINATION.** This M.O.U. may be terminated by either party upon written notification being provided to the other party not less than TWELVE MONTHS prior to the date of termination.
10. **BINDING EFFECT.** The terms, benefits, burdens and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective legal representatives, successors and assigns.
11. **MODIFICATION.** Neither this Agreement nor any provision hereof may be waived, modified or amended except by an instrument in writing signed by the parties hereto.
12. **EFFECTIVE DATE.** This Agreement shall be effective upon its execution by the parties hereto.
13. **GOVERNING LAW.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Maryland.

WITNESS the hands and seals of the parties hereto, the day and year first above written.

ATTEST:

THE COMMISSIONERS OF CAMBRIDGE

Sandra Tripp-Jones
City Manager

By: _____ (Seal)
Donald Sydnor, Council President
and Acting Mayor

ATTEST:

THE COUNTY COUNCIL OF
DORCHESTER COUNTY MARYLAND

Jeremy Goldman
County Administrator

By: _____ (Seal)
Ricky C. Travers
President

**Fiscal Year 2017 Projected Costs Savings Analysis
(updated from the March 14, 2016 analysis)**

	w/out consolidation	w/consolidation	Savings
Operating Costs			
Salary	290,000		
Benefits	106,000		
Overtime	9,000		
Subtotal	405,000	167,217	237,783
Software Maintenance Costs	10,000	10,000	0
Total Ongoing Costs	415,000	177,217	217,783
One-Time Costs (rounded)			
Conversion to County CAD, 1 dispatcher partial year for transition, vacation buyout, overtime for training (rounded)	0	173,000	173,000
Appropriation of Drug Forfeiture funds to offset one-time costs	0	50000	50000
Net One-Time GF Cost			123,000
TOTAL FY 2017 Cost Savings			\$ 94,783

Fiscal Year 2018 Projected Cost Savings

Operating Costs	415,000	192217*	\$222,783*
Includes additional \$15,000/year RMS system maintenance costs			