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To: Honorable Mayor David A. Drotzmann, City Councilors, and City Manager Ed Brookshier
From: Chief of Police Jason Edmiston
Date: July 16th, 2013
Subject: Hermiston Police Department Public Safety Answering Point (PSAP)

Contingent upon area agencies moving forward with the April 18th, 2013 decision (by chiefs and sheriffs) to purchase Sun Ridge Systems Inc (our system), as the Computer Aided Dispatch (CAD)/Records Management System (RMS) for both Umatilla and Morrow Counties (less Milton-Freewater PD), it would be my desire to discuss the potential of consolidating our dispatch center into that of the Umatilla County Sheriff's Office, with the Hermiston City Council.

BACKGROUND

The City of Hermiston has maintained a Public Safety Answering Point (PSAP – also known as dispatch center) for several years. Over the course of my career, I have heard countless times that forced consolidation (of dispatch centers) based on legislative sessions in Salem, is coming. Each time these talks gain traction, something comes along be it special interest groups, lobbying efforts, etc. and the efforts die on the vine.

The State of Oregon currently has 49 PSAP's and our county has 3 (Hermiston, Milton-Freewater, and Umatilla County). This is down from the 56 that existed in 1999. There is a study that was compiled and released in January 2012 called the Kimball Study. This document in essence reveals several options for the state of Oregon to consider in the coming years with regard to PSAP's. The bottom line is there may be a push for 36 PSAP's (one per county) by 2020 and 9 regional PSAP's by 2040.

POTENTIAL BENEFITS OF A CONSOLIDATED DISPATCH CENTER

FINANCIALLY

- If we were to consolidate our dispatch center into the Umatilla County Dispatch Center, we would experience a cost savings of **\$147,094** in relation to the proposed '13-'14 budget. This number would increase incrementally each year as the cost of operating the dispatch center will increase based on contractual raises, increases in medical insurance, and retirement (see exhibit A).
- When we created the Communications Manager position this past year, we intentionally did not backfill that dispatcher position. I wanted to get a feel of where we were at with regard to staffing and available resources. Though I did not request an additional dispatch position in the '13-'14

budget, I will definitely be making that request in the '14-'15 budget as we are narrowly holding on (for those that do not know, we had 9 dispatchers in 2008 just before the turn in the economy – we are at 7 today). Taking the average of our current dispatcher wages and benefits, this would equate to somewhere right around \$85,000.00 and along with the above mentioned contractual increases, etc. would put our 911 operating budget over \$900,000.

- If a decision to consolidate is made, the Umatilla Morrow Radio Data District will contribute \$100,000 to the \$722,000 CAD/RMS project mentioned above. This contribution would be in lieu of console upgrades in our center slated to take place in the '14-'15 budget cycle. The \$100,000 would be shared amongst the (10) agencies moving forward with the CAD/RMS project proportionally (see exhibit B).
- The dispatch console upgrades requires an upgrade to a new 911 and radio traffic recorder estimated to cost around \$100,000. Dispatch centers have an unfunded mandate to ensure all 911 calls and radio traffic get recorded and stored. Pure estimation at this point, but a decision to consolidate in the '14-'15 budget cycle could mean a cost savings of somewhere around **\$350,000** for the city of Hermiston (\$147K savings above + \$100K for a recorder + \$85K for a new dispatch position + \$20K estimated personnel cost increases).

CUSTOMER SERVICE/ENHANCED COMMUNICATIONS

- Consistent with the Ron Louie report from 2011 on the department, a move such as this would be consistent with our desire to be more inclusive with other agencies in addressing crime. I believe we have done well with this in the form of attending chief's meetings, dedicating resources to a joint SWAT team with Pendleton PD, hosting trainings, enhanced the relationship with the district attorney's office, etc. The true interoperability of a functioning CAD/RMS system where all users (law enforcement, fire services, District Attorney's Office, etc.) will have the ability to see and share information, will be yet another move in this direction.
- Perhaps the largest benefit we would experience is maintaining our 14 years of data in our CAD/RMS and being able to share that information with other users. We know criminals do not recognize city boundaries and often impact multiple jurisdictions. Additionally, our investment into our own system via enhancements would provide us even more opportunity to interact with our citizens and strive to be even more efficient (see exhibit C).
- * • The fire departments would experience no delays of 911 calls due to transfers between dispatch centers. Currently some 911 calls are transferred from one center to the next which results in delays and enhanced liability. This has been a significant concern of the fire departments and their current insurance rates are adversely impacted by these transfers.
- As the police department building is 40+ years old, the space where our current dispatch center is located could be reconfigured to be more user friendly for day to day police operations and we can utilize the records division to start doing some crime analysis. This would be consistent with our 2013 department goal of Predictive Policing Strategies where perhaps we can learn what to expect in the form of call load (even more) with dedicated resources analyzing our past experience rates.

POTENTIAL NEGATIVE ASPECTS OF A CONSOLIDATED DISPATCH CENTER

- There is potential of at least (2) of our employees not having employment under consolidation. This is something I would work with Sheriff Terry Rowan on to try and minimize as much as possible as well as work with the police association on the impact of a decision to consolidate.
- We would no longer be able to provide our citizens the option of 24/7 walk in service. Though this is nice, it is becoming more and more difficult for our current dispatchers (who are wearing numerous hats) to continue to manage the radio, the business lines, 911 calls, and the window. We would install a phone in the lobby that would ring directly into the dispatch center in Pendleton when we did not have a records person working. In a consolidated world, we would employ one communications manager and (2) people for records. Our plan would be to utilize those (3) resources in such a manner where we can have the window open as much as possible.
- Control of customer service for both our people and those we serve. A user group will be established and this user group will consist of the existing Law Enforcement Administrators Association (chiefs and sheriffs) and will have the ability to hold the dispatch center manager accountable. Additionally, Pendleton Police Department developed a "complaint" form whereby an item would be brought to the attention of UCSO and there is a process to remedy the complaint and sign off on the disposition. I would envision us utilizing this plan to ensure our citizen's needs and officer's potential concerns are met.
- The reality is there may be some increased burden on the police officers to retrieve or acquire information that is currently asked of our dispatchers. I do not believe this burden will be significant but nonetheless must annotate here. This could include locating municipal court warrants.

RECOMMENDATION

Of all the moving parts associated with this memorandum, this section is by far the most difficult for me to write about. As the agency head, it is my belief (and practice) to take actions that either have the most positive impact or least negative impact on the city and citizens first and the department second. A potential immediate savings of \$147,000 is significant yet at the end of the day the question I am constantly asking myself is "What is the long-term financial sustainability of our dispatch center especially where we could be approaching a one million dollar budget in the next couple years?" I couple that question with the opportunity before us to maintain our current records management system and not worry about potential forced consolidation where we would have to inherit whatever system is in place with the entity we would consolidate with, and I am left with the conclusion if there was ever a better time to discuss consolidation, now is that time.

Exhibits

A – Associated Costs/Savings

B – CAD/RMS Project

C – Enhancements to our CAD/RMS

Exhibit A

ASSOCIATED COSTS/SAVINGS

'13-'14 Dispatch Center Total Budget \$803,705.00

(of this amount the city receives approximately \$100K for 911 from the state and \$40K from Hermiston Fire)

In a consolidated world, I would anticipate the following:

Personal Services (keeping our communication manager + 2 people for records) \$253,583.00

Other line items (telephone, office repairs, training) \$32,000.00*

(* some of these items may be reduced even further but we will not know for sure until the full year elapses)

Contracted Dispatch Services with Umatilla County \$281,028.00

Total \$566,611.00**

** of this total amount, we would increase what we charge Hermiston Fire by \$10,000 to a total of \$50,000 per year. Hermiston Fire and Emergency Services currently pays us \$40,000 and Umatilla County \$12,000 for dispatching so they would actually benefit financially by this consolidation as their dispatching would be inclusive of our contracted amount with Umatilla County meaning they would no longer be paying the \$12,000 and would actually see a savings of \$2,000 per year.

The projected net savings to the city under the consolidated plan is \$147,094.00 for the '13-'14 year yet would increase incrementally each year as the cost of our center will rise with contractual raises and the request for an additional dispatcher in the '14-'15 year which would add approximately another \$85,000 to the above number. This number does not calculate potential savings (likely minor) with regard to electricity as the three dispatch consoles we have now would be removed however there could be significant savings as our server room housing all the computer equipment for the dispatch center has an air conditioner in it that is running 24/7 365 days a year.

Exhibit B

Protecting and maintaining the longevity of our functioning CAD/RMS system has been a priority of mine since the day I assumed the duties as acting chief of police for this agency. Though separate issues, any action in the criminal justice continuum has ripple effect on numerous entities, so me being vocal about a lack of accountability in the system is tied to the fact our CAD/RMS is superior to the million dollar blunder (CAD/RMS) that was purchased with federal monies during the CSEPP campaign and utilized by all agencies in Umatilla and Morrow Counties less the Hermiston Police Department, Milton-Freewater Police Department, and Umatilla Tribal Police Department. Ironically and completely by chance, our agency and Umatilla Tribal utilize the exact same system, Sun Ridge Systems, Inc. out of California (we are 2 of 3 users in Oregon)

We have been with Sun Ridge Systems since May of 1999 and have created an incredible database as well as full utilization of the system to include sending reports electronically to the DA's office, mobile computing in the cars, etc. etc. We did a 5 week trial of the system purchased during the CSEPP campaign and quickly realized we would literally be taking significant steps backward if we switched.

After several months of being vocal about the CAD/RMS system utilized by others, area chiefs met on Thursday April 18th, 2013 and the decision was made to move forward with the purchase of our CAD/RMS which is Sun Ridge Systems out of California at a total project cost of \$722,000. This was done after an RFP process in which we observed demonstrations from (3) different vendors and received bids from (3) different vendors. All Umatilla and Morrow law enforcement agencies (with the exception of Milton-Freewater) could be on our CAD/RMS sometime the first week of January 2014.

The following would be the monetary commitments by area entities:

Umatilla County Sheriff's Office	\$323,473.00 (this includes a new jail management module)
Pendleton Police Department	\$131,399.00
Boardman Police Department	\$43,544.00
Umatilla Police Department	\$58,149.00
Stanfield Police Department	\$27,774.00

Morrow County Sheriff's Office	\$70,094.00
Pilot Rock Police Department	\$14,441.00
Athena Police Department	\$16,214.00
Weston Police Department	\$11,629.00
Hermiston Police Department	\$25,433.00

If we were to consolidate, a one-time \$100,000 influx from the Umatilla Morrow Radio Data District would result in significant savings for these 10 entities. Under that model, I have proposed a way that money could be divided up that made sense to area chiefs. If this money does come into play, Umatilla County would see a reduction of \$27,577.60, Pendleton \$26,443.60, Boardman \$6,608.60, Umatilla \$9,263.60, Stanfield \$3,988.60, Morrow County \$10,058.60, Pilot Rock \$2,412.60, Athena \$2,233.60, Weston \$1,704.60, and Hermiston \$9,708.60.

Exhibit C

It needs to be known the \$25,433.00 (this number is \$15,724.40 if we were to decide to consolidate) we are committing to will be enhancements to our existing CAD/RMS in the form of the following:

- Mobile mapping module – gives the officers the ability to see calls for service from the mobile computer platform via a Google based map of the city. This should assist officers in response time especially where our city continues to grow and new streets arise.
- Officer training module – within our system we will be able to track training much easier. This will replace our labor intensive tracking program currently done in Excel.
- Citizen Rims module – I am very excited about this as it will provide the public the ability to see calls for service by looking at a Google based map of the city, it will provide activity logs to the public and the press, and it allows people the ability to clearly track crime trends with clean numbers.
- AFIS link module – this will provide us the opportunity to link our current electronic fingerprint scanner with our records management system. The fingerprint cards will automatically be populated with information if we have the person in our system versus the data entry that takes place now.
- Fire station printing and Fire RMS modules – these combined will cost \$4,000 and Hermiston Fire has agreed to pay for these. The fire department will be able to generate reports in their current system by using data from our system which will reduce data entry time.
- Text Paging – with the trends experienced in/with electronics, area fire departments approached the Umatilla Morrow Radio Data District a couple years ago with a request to purchase a paging system that at the time was projected to cost around \$750,000.00. Obviously the radio data district did not like that price so I looked at modules offered with our current system and I believe the text paging option will allow dispatchers to send out large pages via a text message to a smart phone which would achieve the exact thing the fire departments wanted yet at total price of \$8,822 for all (10) users above. Area fire departments agree this module will accomplish the goal.

Dispatch Costs–Looking Ahead

Without getting into the numbers themselves, Jason's narrative outlines the cumulative problem I see for the years ahead pursuant to the costs of maintaining our own PSAP:

- (1) continuing and significant increases in both personnel costs and the costs of replacing and upgrading very expensive communications equipment; and,
- (2) continuing decline in the already minimal amount of State 9-1-1 tax money we receive, thereby putting ever increasing pressure on *General Fund* transfer revenues.

I have always valued having our own PSAP services. And we have some really great employees in Dispatch.

However, when you couple the above cost concerns with other growing demands on General Fund revenues over the next 3-5 years (increasing costs of Policing services as a percentage of the total GF, potential compression losses from district tax levy initiatives, underwriting operating costs at both EOTEC and the Conference Center), it may at some point just become too many balls to keep in the air.

Thanks,

Ed

236.605¹

Definitions for ORS 236.605 to 236.640

As used in ORS [236.605 \(Definitions for ORS 236.605 to 236.640\)](#) to [236.640 \(Reemployment right of employee at end of cooperation agreement\)](#):

- (1) Public employee means an employee whose compensation is paid from public funds.
- (2) Public employer includes the state, or cities, or counties, or special districts but not including school districts, or an Oregon nonprofit corporation any of which has accepted the transfer of a public program from a public employer in this state for maintenance and operation. [1991 c.918 §2; 1995 c.286 §20]

236.610¹

Rights of employee when duties assumed by different public employer

. • employer duties

- (1) No public employee shall be deprived of employment solely because the duties of employment have been assumed or acquired by another public employer, whether or not an agreement, annexation or consolidation with the present employer is involved. Notwithstanding any statute, charter, ordinance or resolution, but subject to ORS [236.605 \(Definitions for ORS 236.605 to 236.640\)](#) to [236.640 \(Reemployment right of employee at end of cooperation agreement\)](#), the public employee shall be transferred to the employment of the public employer that assumed or acquired the duties of the public employee, without further civil service examination.
- (2) The transferred public employee shall not have the employees salary reduced as a result of a transfer under this section during the first 12 months of employment with the receiving employer. After the first 12 months of employment with the receiving employer, the transferred public employee shall be placed at the closest salary for the position as designated under the receiving employers salary schedule.
- (3) It is the responsibility of the transferring employer to liquidate accrued compensatory time at the time of transfer, consistent with any applicable statute or collective bargaining agreement.

(4)(a) At the time of transfer, the transferred public employee may elect to:

(A) Retain any accrued sick leave;

(B) Retain up to 80 hours of vacation leave; and

(C) Retain additional vacation leave if agreed to by the transferring employer, the receiving employer and the transferred public employee.

(b) At the time of transfer, the transferring employer shall pay to the receiving employer a sum equal to the number of hours of accrued leave retained times the employees hourly rate of pay.

(c) After the transfer, the receiving employer shall grant any leaves according to its rules or any bargaining agreement governing use of leaves.

(5) In the event that any transferred employee is subject to a waiting period for coverage of preexisting conditions under the health insurance plan of the receiving employer, the receiving employer shall arrange for a waiver of such waiting period with its health insurer. The transferring employer shall reimburse the receiving employer for the additional premium costs, if any, resulting from such waiver, for a period of not to exceed 12 months.

(6) In transferring a public employee under subsection (1) of this section, the employer shall furnish the employment records of that employee to the receiving employer at the time of transfer. The time of transfer shall be by written agreement between the public employers involved.

(7) If the public employer that is transferring a public employee participates in the Public Employees Retirement System, the transferring employer and the receiving employer must enter into a written agreement that addresses the manner in which any unfunded Public Employees Retirement System liability or surplus of the transferring public employer will be paid or credited, as required by ORS [238.231 \(Unfunded liability or surplus after employee transfer or employer merger, consolidation or split\)](#). [1963 c.204 §§1, 2; 1971 c.500 §1; 1991 c.918 §3; 1995 c.286 §21; 2003 c.802 §165; 2005 c.808 §24]

236.620¹

Status of transferred employee

(1) A public employer who receives a transferred employee under ORS [236.610 \(Rights of employee when duties assumed by different public employer\)](#) (1), including an employee whose transfer is provided for by an agreement under ORS [190.010 \(Authority of local governments to make intergovernmental agreement\)](#), shall place that employee on its employee roster, subject to the following:

(a) If the employee was serving a probationary period with the employer at the time of transfer, the past service of the employee on probation shall apply on the regular probation requirements of the receiving employer.

(b) Notwithstanding any other provision of law applicable to a retirement system for employees of the prior employer or of the receiving employer, but subject to subsection (2) of this section, the employee at the option of the employee may elect to continue for 12 months under any retirement system in which the employee was participating prior to transfer or, if the employee meets the qualifications therefor, the employee may elect to participate in the retirement system available to employees of the receiving employer. The employee's election shall be in writing and made within 30 days after the date of transfer. If the employee elects to continue under the retirement system in which the employee was participating prior to transfer, the employee shall retain all rights and be entitled to all benefits under that system, the employee shall continue to make contributions to that system and the receiving employer shall make contributions on behalf of the employee to that system as required of employers participating in that system, as if the transfer had not occurred.

(c) The employee shall retain the seniority the employee accrued under prior employment, but no regular employee of the receiving employer shall be demoted or laid off by reason of that seniority at the time the transfer occurs. Thereafter, the employee's seniority from the transferring employer shall be regarded as seniority acquired under the receiving employer.

(d) The employee otherwise shall enjoy the same privileges, including benefits, hours and conditions of employment, and be subject to the same regulations as other employees of the receiving employer.

(2) The Public Employees Retirement Board may terminate membership in the Public Employees Retirement System for any transferred employee if the board determines that allowing membership for the employee would cause the system or the Public Employees Retirement Fund to lose qualification as a qualified governmental retirement plan and trust under the Internal Revenue Code and under regulations adopted pursuant to the Internal Revenue Code. [1963 c.204 §3; 1967 c.550 §10; 1991 c.918 §4; 1995 c.286 §22; 1999 c.317 §4]

236.630¹

Authority of new employer over transferred employee

A public employer who receives a transferred public employee under ORS [236.610 \(Rights of employee when duties assumed by different public employer\)](#) (1) shall place that employee in a position comparable to the position the employee enjoyed under prior employment, subject to the following:

(1) The receiving employer, in determining a comparable position, shall consider the employees educational and physical qualifications, experience, and the salary, duties and responsibilities of prior employment.

(2) If the receiving employer finds that no comparable position exists under subsection (1) of this section, the employee shall be offered a lesser position, if such position is available, according to the qualifications of the employee, by the receiving employer. The finding and action of such employer under this subsection, and subsection (3) of this section shall be subject to a hearing upon the employees request and subject to review under [ORS 34.010 \(Former writ of certiorari as writ of review\)](#) to [34.100 \(Power of court on review\)](#).

(3) If the receiving employer finds that no position exists, the employee shall be listed as a regular laid-off employee and shall have priority to appointment over other persons eligible for any position for which the employee is qualified, subject to any applicable collective bargaining agreement. [1963 c.204 §4; 1991 c.918 §5; 1995 c.286 §23]

236.640¹

Reemployment right of employee at end of cooperation agreement

At the end of a cooperation agreement the employee transferred shall be entitled to the position of the employee with the transferring employer prior to transfer, if the employee has remained an employee of the transferee employer in good standing to the termination of the agreement. [1963 c.204 §5]