

2021/2022 CONTINUITY REPORT

JOINT AGENCY DISPATCH: BETTER TOGETHER?

INTRODUCTION

The San Luis Obispo County Civil Grand Jury is charged with oversight of local government functions on behalf of its citizenry. Its mission is to shed light on issues that exist inside county boundaries. The Continuity Report reviews and presents the requested agency responses to previously published Grand Jury reports in accordance with established timelines and other articulated requirements. This is an informational report which includes agency responses to the findings and recommendations made by the 2019-2020 Grand Jury.

ORIGIN

The Continuity Report is traditionally prepared by each year's Grand Jury in order to follow up on the previous year's report.

AUTHORITY

California Penal Code Section 933.05 prescribes responses to findings and recommendations. Responding agencies are directed to report whether they agree or disagree (either partially or wholly) with a finding, and whether a recommendation has been implemented, will be implemented, will not be implemented, or requires further analysis. If an agency rejects a Grand Jury recommendation, it is required to explain why it is either unwarranted or unreasonable. If it responds that the recommendation requires further analysis, its response must include a time frame within six months in which such analysis will be carried out.

NARRATIVE

The 2019/2020 San Luis Obispo County Grand Jury conducted and completed five investigative reports, which required responses from relevant agencies as well as an inspection report of county law enforcement and detention facilities, which is annually required.

Joint Agency Dispatch: Better Together?

Link to full report: https://drive.google.com/drive/folders/1tMjgrw-Fomm1uMZHxdGu_Hmd70WSAIVb

Budget constraints, improvements in technology and discussions about a co-hosted dispatch center have led several agencies to consider combining dispatch operations for public safety agencies in San Luis Obispo County. Several successful joint dispatches already exist in our county.

For example, Cal Fire provides 911 service to all the local agencies in the unincorporated areas of the county and the cities of Arroyo Grande, Grover Beach, Morro Bay and Pismo Beach. The County Sheriff provides 911 service and Law Enforcement Dispatch service to the cities of Arroyo Grande and Morro Bay through contracts.

Despite a net savings of over \$500,000 in personnel costs it was not advantageous to all four agencies. Primarily, this was the result of the 16% - 32% difference in pay scales between agencies. For example, Paso Robles and Atascadero would incur higher costs while the city of San Luis Obispo and California Polytechnic State University (Cal Poly) would receive considerable savings.

The Grand Jury found that Cal Fire and the County Sheriff have provided equal or superior dispatch service for less cost to several agencies in our county. The real benefit for taxpayers and residents countywide is the financial and operational efficiencies of a joint agency dispatch service. We recommended that the Sheriff provide long term pricing for dispatch service to the remaining cities in the county, one with and one without the new co-dispatch center. Each of the cities should present this as a future budget option.

FINDINGS

F1. The cities of Atascadero, Grover Beach, Paso Robles, and San Luis Obispo, who operate their own Public Safety Answering Points, could benefit financially and operationally by contracting their dispatch operation with Cal Fire and the County Sheriff.

F2. The County Sheriff and Cal Fire have demonstrated that they can provide cost effective and operational dispatch service that is equal to or better than the smaller agencies in San Luis Obispo County through contracting.

F3. The portion of the Emergency Operations Center (EOC) building now allocated to County Sheriff Dispatch operations is insufficient to provide dispatch service to all seven cities.

F4. A state-of-the-art dispatch center could be a benefit to the County Sheriff's aging building inventory, but the real benefit for taxpayers and residents countywide is financial and operational efficiencies of a joint agency dispatch service.

While not asked by the Grand Jury to respond to the Findings, the San Luis Obispo County Sheriff's Office agreed with all the Findings by the 2019/20 San Luis Obispo County Grand Jury.

RECOMMENDATIONS

NOTE: Agency responses to the Grand Jury's recommendations are summarized (unless otherwise noted) in this report. Full responses are available on the webpage referenced above.

R1. The cities of Atascadero, Grover Beach, Paso Robles, Pismo Beach and San Luis Obispo should each request a proposal from the San Luis Obispo County Sheriff and Cal Fire to provide contract dispatch services and present it as an option in future budgets.

The City of Atascadero will not implement **R1** at this time, citing the following reasons:

- Significant capital costs for procurement of compatible equipment
- Loss of City control on quality, method, and costs of dispatch services
- Increased costs to City to cover ancillary duties currently covered by dispatchers
- Disparity in salary and benefit between the City and the contracting agencies
- Lack of institutional knowledge required for safety and service levels when responding to calls that are not available through GPS technology or mapping and traffic analysis provided by Computer Aided Dispatch (CAD)
- No option for specific mapping services such as Quickest Route or Pulse Point apps

The City of Grover Beach has not implemented **R1** but continues to analyze the recommendation as follows:

- The cities of Grover Beach and Pismo Beach are currently working together to develop a regional approach to emergency communications center services for law enforcement. The two cities have worked together on a temporary agreement for such services since September 1, 2020. The current arrangement has proven beneficial and is being explored for expansion to a full-time regional emergency communication center to be hosted by Pismo Beach. This information will be presented to the City Council in 2021 in conjunction with the FY 2021-23 budget process. A separate request for costing of emergency communication center services has been requested from the San Luis Obispo County Sheriff's Office, and this information will also be shared with the City Council during the FY 2021-23 budget process. The City of Grover Beach contracts fire services through a Joint Powers Agreement with the Five Cities Fire Authority. In 2018, the Fire Authority began contracting fire and medical communications services through Cal Fire's regional dispatch center.

The City of Paso Robles will not implement **R1** for the following reasons:

- "To be successful, however, such discussions have two key requirements: 1. There must, in fact, be an alternative to the current approach that is demonstrably beneficial to all parties; and 2. All parties must be motivated to find mutually beneficial and agreeable solutions to the full spectrum of policy, operational, and fiscal issues that arise in such discussions. Up to this point, neither key requirement has been met with respect to either Fire or Police Dispatch services." Finally, the Sheriff's 911 dispatch center does not dispatch fire calls. Thus, consolidating with other jurisdictions would mean de-consolidating dispatching operations for the City. Cooperation between our Police and Fire responders might be negatively impacted, as there would be a decrease in structured coordination and communications. For these reasons it appears profitable for the City of Paso Robles to maintain its existing emergency communications center and to continue to provide superior Police and Fire dispatching to the City as cost effectively as possible. As we have done consistently in the past, we will continue to examine joint dispatch and other options for being even more cost effective in the future.

The City of San Luis Obispo will not implement **R1** for the following reasons:

- The City of San Luis Obispo recently conducted an extensive analysis of its communications operations. A consolidated dispatch center was not fiscally advantageous to other cities in the study. After reviewing the costs cited in the Grand Jury report, several local fire chiefs under contract with CAL FIRE San Luis Unit Emergency Command Center reported that their costs exceeded the reported figures in the Grand Jury report.

The City of Pismo Beach will not implement **R1** for the following reasons:

- The City of Pismo Beach disagrees with the recommendation insofar as it implies that the City would be better off contracting dispatch services to the San Luis Obispo Sheriff's Department. If the recommendation is based on cost, the City has not requested a quote for service from the San Luis Obispo Sheriff, nor have we seen one generated on our behalf and, therefore, the City of Pismo Beach has no idea if the cost would be reduced or not. Additionally, the Sheriff has not offered a rate structure or proven to the City that their costs are substantially lower than the City's costs. Of greater importance, cost is but one factor to be considered. Service to the residents is very important. In respect to service quality, there is no better service to the residences of Pismo Beach than our own nationally accredited agency through the Commission on Accreditation for Law Enforcement (CALEA). Pismo Beach does currently assist the City of Grover Beach with its dispatch function and both agencies are currently evaluating the efficacy on their joint efforts in this regard. Pismo Beach would also welcome discussions with other neighboring agencies so they might benefit as well from the high caliber of communications services the City provides to its own residents and those of the City of Grover Beach.

R2. The San Luis Obispo County Sheriff and Cal Fire should modify their contingency plans for dispatch to all seven cities into a viable alternative to the proposed co-dispatch center.

The Sheriff's Office will not be implementing **R2** at this time. Contracting dispatch services is the choice for each incorporated city. Even though there are likely cost savings, there are other factors they must consider, such as long-term dependencies on service and loss of some control. If all cities chose to contract for services, the Sheriff's current facility would not be large enough to accommodate them. If PG&E were to vacate their offices in the EOC building, it is possible the

vacated floorspace could be used to expand current Sheriff's dispatch operations. However, as the Grand Jury has noted in its report, the EOC building was built in 1984 and does not meet a number of code requirements. With renovations necessary for the current PG&E building, considerable funds would be needed to upgrade the necessary floorplans to accommodate an expansion of the Sheriff's dispatch center. Moving the current EOC would not be practical and would be costly.

The San Luis Obispo County Board of Supervisors will not be implementing R2 for the same reasons articulated by the Sheriff's Office.

R3. The San Luis Obispo County Board of Supervisors should require the San Luis Obispo County Sheriff to provide a clear, long-term pricing for dispatch service with and without the proposed co-dispatch center.

The San Luis Obispo County Sheriff's Office will not be implementing **R3** at this time. It would not be prudent to offer long-term pricing for dispatch service to any additional cities until the issue of sufficient floorspace is resolved. This requires the Board of Supervisors to decide if they want to direct public funds to a 41-year-old building to make it usable as a co-located dispatch center and relocation EOC. The Sheriff's Office remains committed to the establishment of a co-located dispatch center with Cal Fire as a best possible way to improve the coordination of emergency resources to the public. If a co-located dispatch center is constructed, the Sheriff's Office would support the Grand Jury's recommendation, provided the floorspace for Sheriff's dispatch in the new building is not reduced in order to reduce construction costs.

The San Luis Obispo County Board of Supervisors will not implement **R3** at this time citing the same reasoning offered by the Sheriff's Office.

R4. The San Luis Obispo County Board of Supervisors should include the reallocation of space in the EOC building for expanded dispatch operations in their current negotiations with PG&E regarding the closing of the Diablo Canyon Nuclear Power Plant in 2025.

The San Luis Obispo County Board of Supervisors will not implement **R4** at this time. Amendment One to a contract between the County and PG&E was on the Board of Supervisor's agenda in December 2020 to allow for lease extensions through 2029 of the EOC facility at 1525 Kansas Avenue in San Luis Obispo. The amendment also transfers ownership of the building to the County

on January 1, 2030. The amendment was adopted by the Board of Supervisors on December 4, 2020. Additionally, the County is using a design-build construction process for a new co-located dispatch center. The facility is planned to allow for estimated expansion over the next 20 years.

REQUIRED RESPONSES

This is an informational report. No responses are required.

Presiding Judge	Grand Jury
Presiding Judge Jacquelyn H. Duffy Superior Court of California 1035 Palm Street Room 355 San Luis Obispo, CA 93408	San Luis Obispo County Grand Jury P.O. Box 4910 San Luis Obispo, CA 93403