

AGREEMENT BY AND BETWEEN THE COUNTY OF LAKE AND THE CITY OF LAKEPORT FOR DISPATCH
SERVICES

This Agreement is made and entered into this 19th day of December, 2018 by and between the County of Lake, (hereinafter, the "County") and the City of Lakeport, (hereinafter, the "City").

For and in consideration of the mutual promises herein exchanged, the parties do hereby agree as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY COUNTY

A. Responsibilities of the County

The County shall perform those dispatch services more particularly described in Exhibit "C", attached hereto and incorporated by reference herein. **SEE EXHIBIT C.**

B. Level of Service

The County shall provide the services described in Exhibit C twenty-four (24) hours per day, 365 days per year.

C. Labor and Equipment

For the purposes of providing those services described in Exhibit C hereto, the County shall furnish and supply all labor, supervision, equipment and supplies necessary to maintain the level of services to be provided hereunder.

Any additional services or equipment requested by the City and agreed to by the County would require the City to pay additional compensation in an amount determined by the County and agreed to by the City.

D. Status of Employees

All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall at all times be under the direction and control of the County. All persons employed by County to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any additional rights and privileges given to City employees. City shall not be liable for the direct payment of any salaries, wages, benefits or other compensation to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

2. OBLIGATIONS OF CITY

A. Compensation

For those services described in Exhibit "C" hereto, the City shall pay to the County the total sum of \$152,941.00 for the initial year of the agreement ("Base Cost"). In the event the parties agree to extend the term of this Agreement, the annual compensation for those services described in Exhibit "C" shall be the Base Cost. Said annual payment shall be subject to an adjustment on the first of July of each succeeding year based upon the Consumer Price Index ("CPI") for all urban consumers in the San Francisco area as published by the U.S. Bureau of Labor Statistics. The annual increase shall not exceed an amount equal to %100 of the Consumer Price Index ("CPI") for all urban consumers in the San Francisco area as published by the U.S. Bureau of Labor Statistics. In the event that the basic index (CPI) decreases to a point of reflecting a negative figure for that year, no increase shall occur. If the foregoing index is no longer available, then a comparable economic indicator shall be used to determine the annual adjustment upon mutual agreement of the parties.

Payment shall be made as follows:

Payments by the City shall be made bi-annually on August 1 and May 1 of each fiscal year.

B. Security Protocols

The City understands and hereby agrees that it and each and all of its employees shall strictly adhere to the security protocols determined by the Lake County Sheriff to be necessary and appropriate in the performance of this Agreement. **SEE EXHIBIT A.**

C. City Access and Additional Responsibilities

The City shall have "Read Only" access to County's RIMS "Person" files.

The City shall not have access to County's RIMS "Case" files.

The City Records Supervisor will have access to the State Queries Log for the purpose of locating and printing necessary LAUO CLETS entries, locates, modifications, etc. for DOJ CLETS Audit.

The City shall follow all radio procedures set forth by the Lake County Sheriff's Office. **SEE EXHIBIT B.**

The City shall provide Central Dispatch a patrol schedule that lists all available sworn personnel that are available each day. Any changes to the daily scheduling shall be forwarded to Central Dispatch by the next shift. Any changes made to the available patrol personnel on a daily basis, shall be made by phone call to Central Dispatch and followed with an email.

The City shall be responsible for troubleshooting and resolving any CLETS connection problems that do not result from a disruption in equipment provided by the Sheriff's Office.

The County agrees to authorize the City to have unlimited access to the California Law Enforcement Telecommunications System ("CLETS"), the California Department of Motor Vehicles ("DMV") database, and the National Crime Information Center ("NCIC") from its Police Department. The City agrees to take appropriate action and reasonable measures to assure that CLETS, DMV, NCIC and any other state- or nation-wide networks are not accessible from any other computers on City's LAN except those located within or under the control of appropriate City staff. The City agrees not to release any information from CLETS, DMV, NCIC and any other state- or nation-wide network to any third party except as authorized by law. The County and City shall be responsible for making CLETS entries under the City Police Department's mnemonic on days and times mutually agreed upon by the Sheriff and City's Chief of Police. The City agrees to follow the procedures set forth in Exhibit D regarding warrants, Entries and Hits/Modifications/Locates/Cancels/Etc for CLETS System. **SEE EXHIBIT D.**

3. TERM OF AGREEMENT

This Agreement shall commence on the date hereinabove entered into and shall terminate on June 30, 2019, unless earlier terminated as hereinafter provided.

4. TERMINATION

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By either party upon 120 days written notice to the other party.
- C. 60 calendar days by the County should a security breach committed by the City be confirmed and a determination made by the Sheriff that termination of the Agreement is the most appropriate remedy.

Upon termination, City shall pay to County an amount which bears the same ratio to the total annual compensation as the length of time services were actually performed bear to the total payment schedule.

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5. OPERATIONAL PRACTICES

A. Conflict Resolution

During regular business hours, the supervisory personnel of the City should attempt to resolve problems involving the provision of dispatch services by contacting the Sheriff's Designee in the Sheriff's Office.

After hours, supervisory personnel of the City should contact Sheriff's Designee of the Sheriff's Office concerning any serious problems then occurring.

If the conflict cannot be resolved, the procedures outlined in Section 8 shall be followed.

B. Security Breach

In the event the Sheriff determines there may have been a security breach by a member of City staff the Sheriff shall notify the City Police Chief of that possible breach. The Sheriff's Office shall immediately undertake an investigation of the possible breach which shall be concluded within a reasonable time and will adhere to all requirements of state and federal law. During the period of the investigation, the person or persons alleged to have committed the breach shall be precluded from access to the County's CLETS system. If the Sheriff determines a breach did occur, the Sheriff or his designee will consider the position of the City Police Chief in determining the appropriate remedy, but said determination shall remain within the sole discretion of the Sheriff.

C. Review Committee

The County and the City shall establish a review committee comprised of the Sheriff and his designee, the Police Chief and his designee, and the County Communications Manager. The Review Committee shall meet at least twice per year to discuss operational and budgetary issues relevant to this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees.

7. INSURANCE

Upon execution of this Agreement by the parties, both parties shall obtain all the insurance or self-insurance or pooled self-insurance required herein and certificates of insurance shall be submitted

to and approved by the other party. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least twenty (20) days prior written notice has been given to the other party.

Any failure of a party to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the other party within ten (10) days after the date of execution of this Agreement and prior to commencement of work hereunder.

A. Compensation Insurance. Each party shall procure and maintain, at that party's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, each party shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by City's or County's respective Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

B. Commercial General Liability. Each party shall procure and maintain, at that party's own expense during the term hereof, upon itself and its employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises operations, Products and completed operations, Blanket contractual, and Independent liability.

C. Automobile Liability Insurance. Each party shall procure and maintain, at that party's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with that party's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.

D. Additional Insured Endorsement. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

City's Obligations: Name the County as additional insured, solely to the extent that it directly relates to the negligent performance of services by the City under the terms of this Agreement. The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. and shall be added in the form of an endorsement to City's insurance on Form CG 20 10 11 85. City shall

not commence work under this Agreement until it has had delivered to County the Additional Insured Endorsements required herein.

County's Obligations: Name the City as additional insured, solely to the extent that it directly relates to the negligent performance of services by the County under the terms of this Agreement. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to County's insurance on Form CG 20 10 11 85. County shall not commence work under this Agreement until it has had delivered to City the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

E. Other Insurance Provisions. For any claims related to the work performed under this Agreement, each party's insurance coverage shall be primary insurance as to the other party, its officers, officials, employees, agents and volunteers.

Any deductibles or self-insured retentions must be declared to and approved by the other party.

Insurance coverage required under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve each party for liability in excess of such coverage, nor shall it preclude the other party from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of each party to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, each party agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. Each party may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub provision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

City agrees to waive all rights of subrogation against the County, its officers, officials, employees, agents, and volunteers for losses arising from work performed under this Agreement.

8. DISPUTE RESOLUTION

In the event either party to this Agreement believes a dispute exists over the implementation, interpretation, or payment of funds under the Agreement, that party shall provide reasonable written notice to the other party along with a proposed resolution of the dispute. If the other party does not issue a written acceptance of that resolution within a reasonable time, the parties shall meet and make good faith efforts to resolve the dispute.

9. FORCE MAJEURE

Neither party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (a) notify the other party of the nature and extent of any such Force Majeure condition and (b) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

10. MODIFICATION

This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of City and County executed by Lake County Sheriff

11. ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

12. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that any action or proceeding regarding this Agreement or performance thereof shall be filed in Lake County, California.

13. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create , and the parties do not intend to create, any rights in or for the benefit of third parties.

14. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

Lake County Sheriff's Office

1220 Martin Street

Lakeport, California 95453

Attn: Sheriff Brian Martin

City of Lakeport

2025 South Main Street

Lakeport, California 95453

Attn: Chief Brad Rasmussen

16. ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

17. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

18. AUDIT

Upon reasonable notice, either party shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

COUNTY and City have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

CITY OF LAKEPORT

Chair, Board of Supervisors


Margaret Silveira, City Manager

By: _____

Brian Martin, Sheriff

ATTEST: Carol J. Huchingson
Clerk of the Board
of Supervisors

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

By: _____

By: _____

EXHIBIT A

SECURITY PROTOCOLS

Protected Information

811.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by members of the Lake County Sheriff's Office. This policy addresses the protected information that is used in the day-to-day operation of the Department and not the public records information covered in the Records Maintenance and Release Policy.

811.1.1 DEFINITIONS

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored or accessed by members of the Lake County Sheriff's Office and is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

811.2 POLICY

Members of the Lake County Sheriff's Office will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

811.3 RESPONSIBILITIES

The Sheriff shall select a member of the Department to coordinate the use of protected information. The responsibilities of this position include, but are not limited to:

- (a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), Department of Motor Vehicle (DMV) records and California Law Enforcement Telecommunications System (CLETS).
- (b) Developing, disseminating and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy.
- (c) Developing, disseminating and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release and security of protected information.
- (d) Developing procedures to ensure training and certification requirements are met.

- (e) Resolving specific questions that arise regarding authorized recipients of protected information.

811.5.1 REVIEW OF CRIMINAL OFFENDER RECORD

Individuals requesting to review their own California criminal history information shall be referred to the Department of Justice (Penal Code § 11121).

Individuals shall be allowed to review their arrest or conviction record on file with the Department after complying with all legal requirements regarding authority and procedures in Penal Code § 11120 through Penal Code § 11127 (Penal Code § 13321).

811.6 SECURITY OF PROTECTED INFORMATION

The Sheriff will select a member of the Department to oversee the security of protected information. The responsibilities of this position include, but are not limited to:

- (a) Developing and maintaining security practices, procedures and training.
- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis and containment of security incidents including computer attacks.
- (d) Tracking, documenting and reporting all breach of security incidents to the Sheriff and appropriate authorities.

811.6.1 MEMBER RESPONSIBILITIES

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk; in or on an unattended vehicle; in an unlocked desk drawer or file cabinet; on an unattended computer terminal).

811.7 TRAINING

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

811.8 CALIFORNIA RELIGIOUS FREEDOM ACT

Members shall not release personal information from any agency database for the purpose of investigation or enforcement of any program compiling data on individuals based on religious belief, practice, affiliation, national origin or ethnicity (Government Code § 8310.3).

EXHIBIT B

LCSO RADIO PROCEDURES

801.3 RADIO COMMUNICATIONS

- (a) **POLICY** The Sheriff's office and its members shall operate the Sheriff's Office radio or communications system in accordance with F.C.C. rules and regulations and Sheriff's Office guidelines in a professional and courteous manner. Such operations shall further be conducted in a brief, concise and accurate manner.
- (b) **GENERAL** The Sheriff's Office uses a three-station, multi-channel radio system. This Communication Center ("Central") is responsible for dispatching all calls for service that are answered by members or employees of the Sheriff's Office. Central is also responsible for dispatching other agencies as well as monitoring the radio traffic of both law enforcement and other public service priorities within Lake County.
- (c) **PROCEDURE** Radio time is a valuable commodity and should be used only when necessary. The following procedures shall be used by members and employees of the Sheriff's Office:
 - 1. Listen before transmitting. You may be unaware of other units presently talking with Central. Be sure you won't interfere with other radio traffic on the select channel.
 - 2. Messages should be brief and to the point. Use codes and the phonetic alphabet when appropriate
 - 3. Whenever possible, lengthy messages should be given over the telephone. Otherwise, interrupt the transmission at approximate 30 second intervals to allow other units to transmit emergency messages or other traffic as necessary.
 - 4. Profanity shall not be used by any member or employee during radio communications. Profanity is a violation of F.C.C. rules and is punishable by fine or imprisonment.
 - 5. Sheriff's Office radio shall not be used to transmit messages of a personal or non-job related nature.
 - 6. When transmitting, speak clearly, slowly and distinctly. Rapid speech usually only requires a repeat of the message.
 - 7. Requests for case numbers for citations issued in the field should be obtained by telephone contact with Central within a reasonable time after

the issuance of the citation. Citation information and assigned case number should not be transmitted via the radio.

8. Information for stolen property entries, removals, locates, etc. shall not be transmitted via the radio. Such information shall be provided to Central directly via telephone or in writing. However, checking property, vehicles, persons, etc. for their status ("hot checks") are permitted via radio.
9. Central will make telephone calls at the request of a radio unit only when justification is also provided. Central will not make telephone calls to "get someone on the line and advise when you have them". Such calls result in unnecessary delays in radio and telephone time.
10. A Patrol unit out of his or her vehicle at any location shall immediately advise Central of that location. This includes the main office, substation, patrol office, administrative offices, etc. Such notification can be made either via radio or telephone, but shall be made immediately. Possession of a portable radio by the member does not negate this duty and responsibility.
11. Avoid unnecessary traffic, such as "10-97 in a minute". Advise only "10-97".
12. It is the duty and responsibility of the patrol or detective member to advise Central of Code 4 status. If a member is in fact "Code 4" (no further assistance needed), he/she shall advise the communication operator of that status as soon as possible. When the situation is unstable the member may use "10-32A" to request assistance as available, or "10-32B" to request more urgent assistance. "11-99" shall be used only when the member's safety is in immediate and severe jeopardy.
13. When a unit status changes to on duty or in service, he or she shall advise Central of a "10-8" status. Such status should be advised when clearing calls for service or other duties.
14. When a call for service is assigned to a patrol unit, that unit shall not make any statements or indicate in any way via radio that he or she is reluctant to handle the assigned call. It is the duty of the member to accept the assignment from dispatch. If there is a valid reason why the call cannot be handled in a timely manner by the assigned unit, he or she shall contact his or her supervisor for the requested re-assignment. It is the responsibility of the supervisor alone to re-assign a detail

801.3.1 DEPUTY IDENTIFICATION

Identification systems are based on factors such as beat assignment and deputy identification numbers. Employees should use the entire call sign when initiating communication with the dispatcher. The use of the call sign allows for a brief pause so that the dispatcher can acknowledge the appropriate unit. Employees initiating communication with other agencies

shall use their entire call sign. This requirement does not apply to continuing conversation between the mobile unit and dispatcher once the mobile unit has been properly identified.

801.3.2 RADIO TRAFFIC - IN PROGRESS CRIMES AND PURSUITS

- (a) Radio traffic generated during emergency situations, such as in-progress crime, pursuits, or officer-in-distress calls, test the ability of everyone involved to transmit information in a calm, concise manner. While it is sometimes difficult, all personnel should make a conscious effort to remain composed and calm when using the radio in these situations. Prior to transmitting, personnel should pause to mentally compose the communication content, then proceed in a normal tone of voice. Rapid, excited transmissions are very difficult to hear and understand. Such transmissions must frequently be repeated, thereby taking up valuable radio time and creating an officer safety problem. Such transmissions also foster further excitement and tension in other involved personnel. To assist in transmitting information in a short, concise and calm manner, the following formats should be used:

- (b) **IN-PROGRESS CRIMES**

- 1. Type of incident
- 2. Time of occurrence or lapse time
- 3. Location
- 4. Suspect(s) information:
 - (a) Race/sex/adult or juvenile (WMA, WMJ, etc.)
 - (b) Approximate age
 - (c) Height
 - (d) Weight/build
 - (e) Hair, beard, mustache
 - (f) Clothing
 - (g) Peculiarities
- 5. Direction and mode of escape or flight. May include:
 - (a) Vehicle color
 - (b) Vehicle make and year of manufacture
 - (c) License number
 - (d) Peculiarities
- 6. Weapon - description, if any
- 7. Property taken or injuries inflicted

(c) **PURSUIITS:**

- (a) Notify Communications Center of radio identity and pursuit status.
("Central, 400, in pursuit.")
- (b) After acknowledgement, provide the following information:
 - (a) Location and direction of travel
 - (b) Reason for pursuit
 - (c) Color and make of vehicle if known
 - (d) License number if known
 - (e) Number of suspects and description
- (c) During pursuit, transmit only as necessary. Units should advise Central of cross streets as they are encountered, direction of travel changes, possible destination(s) and other pertinent information.
- (d) At end of pursuit, unit should give location, and pursuit disposition (foot pursuit starting, vehicle involved in accident, etc.).
- (e) If pursuit terminates successfully, unit shall advise when status is Code 4.

801.4 PHONETIC ALPHABET AND RADIO CODES

PHONETIC ALPHABET

The phonetic alphabet should be used to identify letters or words that may be confusing, difficult to spell or that sound like other words or letters. The phonetic alphabet shall be used in transmitting license numbers, VIN numbers and serial numbers, as necessary.

PHONETIC ALPHABET

A	ADAM
B	BOY
C	CHARLES
D	DAVID
E	EDWARD
F	FRANK
G	GEORGE
H	HENRY
I	IDA
J	JOHN
K	KING
L	LINCOLN
M	MARY
N	NORA
O	OCEAN
P	PAUL
Q	QUEEN
R	ROBERT
S	SAM
T	TOM
U	UNION
V	VICTOR
W	WILLIAM
X	X-RAY
Y	YELLOW
Z	ZEBRA

RADIO CODES

The Sheriff's Office utilizes a number of radio codes. Each is designed to identify common functions of law enforcement communications. The use of the codes will reduce the time necessary to transmit a message, yet be clearly understood. Most codes are self-explanatory, however the following require clarification:

CODE 11-99 - Member or other law enforcement officer needs emergency assistance. Plain language should be used to describe the nature of the emergency and/or the assistance needed.

CODE 33 - An emergency situation exists, and all non-essential radio traffic shall be halted until further notice. Only emergency or traffic necessary to the emergency shall be transmitted during a Code 33. Code 33 does not restrict radio traffic on uninvolved channels. The Code 33 shall be broadcast to include the channel effected, the type of occurrence and location of occurrence, in a concise manner. A sample broadcast: "All Lake County Units: Code 33 is now in effect on Channel 2, 11-99, South State Highway 29 at Live Oak Drive, Kelseyville".

RADIO CODES

- **CODE 1** - NON-URGENT/RESPOND AT CONVENIENCE
- **CODE 2** - URGENT/NO LIGHTS OR SIREN/OBEY TRAFFIC LAWS
- **CODE 3** - EMERGENCY/USE LIGHTS AND SIREN
- **CODE 4** - NO FURTHER ASSISTANCE NEEDED
- **CODE 5** - STAKEOUT
- **CODE 7** - MEAL BREAK
- **CODE 10** - BOMB THREAT
- **CODE 33** - HALT RADIO TRAFFIC FOR NON-INVOLVED UNITS

10 CODES / ROUTINE TRAFFIC

- **10 - 1** - Poor Reception
- **10 - 2** - Good Reception
- **10 - 3** - Change channel
- **10 - 4** - Acknowledged
- **10 - 5** - Relay Message
- **10 - 6** - Busy
- **10 - 7** - Out of Service
- **10 - 8** - In Service
- **10 - 9** - Repeat message

- **10 - 10** - Off Duty
- **10 - 12** - Suspect/others can hear
- **10 - 13** - Weather Conditions
- **10 - 14** - Escort
- **10 - 15** - Prisoner
- **10 - 16** - Pickup for transport
- **10 - 19** - Return to
- **10 - 20** - Location
- **10 - 21** -Telephone
- **10 - 22** - Disregard/Cancel
- **10 - 23** - Standby/Wait
- **10 - 27** - Driver's Information
- **10 - 28** - Registration information
- **10 - 29** - Wants/warrants check
- **10 - 30** - Subject/item is wanted
- **10 - 31** - Subject/item not wanted
- **10 - 32** - A Officer requests assistance as available Urgent
- **10 - 33** - Alarm Sounding
- **10 - 34** - Open Door
- **10 - 35** - Open Window
- **10 - 39** - Message delivered
- **10 - 49** - Proceed to ...
- **10 - 56** - Suicide call
- **10 - 97** - Arrived on Scene
- **10 - 98** - Detail completed

11 CODES - URGENT TRAFFIC

- **11 - 24** - Abandoned Vehicle
- **11 - 27** - URGENT request for DDL
- **11 - 28** - URGENT request for REG
- **11 - 29** - URGENT wants/warrant check
- **11 - 41** - Ambulance required at

- **11 - 44** - Coroner's Case
- **11 - 50** - Helicopter/Emergency landing
- **11 - 54** - Suspicious Vehicle
- **11 - 79** - Auto Accident/Ambulance E/R
- **11 - 80** - Auto Accident / Major Injury
- **11 - 81** - Auto Accident / Minor Injury
- **11 - 82** - Auto Accident / Non-Injury
- **11 - 85** - Tow Truck Needed
- **11 - 96** - Rolling Vehicle Stop
- **11 - 99** - EMERGENCY - OFFICER NEEDS ASSISTANCE!

OTHER CODES

940 - Meet an officer at:

987 - Out of Vehicle but still in radio contact at:

801.5 RADIO COMMUNICATIONS

The sheriff's radio system is for official use only, to be used by dispatchers to communicate with department members in the field. All transmissions shall be professional and made in a calm, businesslike manner, using proper language and correct procedures. Such transmissions shall include, but are not limited to:

- (a) Members acknowledging the dispatcher with their radio identification call signs and current location.
- (b) Dispatchers acknowledging and responding promptly to all radio transmissions.
- (c) Members keeping the dispatcher advised of their status and location.
- (d) Member and dispatcher acknowledgements shall be concise and without further comment unless additional information is needed.

The Central Dispatch Manager shall be notified of radio procedure violations or other causes for complaint. All complaints and violations will be investigated and reported to the complainant's supervisor and processed through the chain of command.

801.5.1 FEDERAL COMMUNICATIONS COMMISSION COMPLIANCE

Lake County Sheriff's Office radio operations shall be conducted in accordance with Federal Communications Commission (FCC) procedures and requirements.

EXHIBIT C

1. County shall process calls for service received on 9-1-1, non-emergency lines, and emergency 7-digit lines, generate any required call for service and dispatch City police in accordance with current policy and procedure. Dispatching of City police to incidents, processed by Central Dispatch, shall be considered normal daily operations required for City police to respond to and handle daily calls for service.
2. City police services will be provided with access to the CLETS in accordance with the Department of Justice requirements.
3. Monitor, receive, and transmit radio communications for the City Police
4. Central Dispatch shall monitor the Lakeport Police Department mnemonic LAU0 24/7 and follow DOJ policies and procedures for CLETS services including but not limited to: Entries, Modifications, Locates, Cancels, BOLOs, Hit Confirmations, Restraining Order Services etc. for the Lakeport Police Department.
5. Central Dispatch and the Lakeport Police Department will agree upon a Standard Operating Procedure for CLETS services provided to the Lakeport Police Department, including, but not limited to: Admin Messages, BOLOs, AWS, ABS, AFS, MUPS, APS, SVS, REPO, Private Property Tows, CARPOS and Warrants. Detailed SOP Attached.
6. Central Dispatch shall provide the Lakeport Police Department with all LAU0 CLETS entries, modifications, locates, cancels, bolos, responses to admin messages, etc for the purpose of successfully complying with a DOJ CLETS Audit.

EXHIBIT D

LPD Warrants Responsibilities:

Entry: LPD Staff is responsible.

Locates: If receiving a locate on an LPD Warrant from another Agency (IE – Santa Rosa PD Serves and places a locate on the warrant) Fax Locate to LPD.

Admin Messages regarding an LPD Warrant – Fax to LPD

Cancellation: Dispatch is responsible to perform the WPS FCN Cancellation if the warrant is served after-hours (M-Th 1700-0800), weekends (Fri-Sun), and Holidays. If LPD Records is unavailable to perform the cancellation during normal business hours, a request for cancellation will be made to Central Dispatch. LPD Officer will notify dispatch of service for FCN cancellation. Fax Cancellation to LPD.

Recalled: Upon request, Dispatch will recall (Cancel Warrant from WPS) a warrant. If a recall is received by the Courts and no one is in the office to cancel the FCN, central will be requested to perform the cancellation for the recalled warrant by an LPD Staff member. Fax Cancellation to LPD.

Hit Confirmation: During business hours, M-Th 8a-5p, dispatch should notify LPD records of a hit confirmation by calling 263-9657 to advise of the Hit Confirmation Request. LPD Records staff will notify dispatch if unavailable. If unavailable or no answer at 263-9657, follow below instructions:

An incident is created for FOUP and the information is then passed on to the Sgt, Watch Commander or any available on-duty LPD officer. It is the LPD Sgt/Officer's duty to communicate with the serving agency about abstracts, extradition, citation dates, etc. The LPD Officer/Sgt will return to LPD, pull the hard copy warrant and supply any additional information needed to the serving agency and tell them to put a locate on the hit. LPD Officer/Sgt will advise Dispatch if warrant is served. ****NOTE: A confirmed warrant does not mean it is ready to be cancelled. LPD Records will have to check on that during business hours. A confirmed warrant goes into a pending service status.**

LPD Responsibilities for Entries/Modifications/Locates/Cancel/Etc for CLETS Systems:

Follow NC IC/CJIS Manual supplied by DOJ for requirements into entries, modifications, locates, cancels, etc

LPD Officer will submit a "Teletype Request Form" for any requested entries. A BOLO may be requested for certain CLETS entries. (Stolen Vehicle, Firearm, Missing at Risk, etc) Interoffice Teletype Request Form with entry and second party check signatures back to LPD. Once central has completed the entry it will be forwarded to the officer via RIMS mail.

Repossessed vehicles (Case: REPO*owner's last name*) and Private Property Tows (Case "PPI") will need to be entered into the SVS system in accordance with the NCIC/CJIS Manual. (ASAP)

Central Dispatch will create a CAD incident for auditing and tracking, the type-codes of LREPO or PPTOW will be used respectively.

PPTOW: Tow agency will fax a tow notice to dispatch – similar to a REPO Notice. The vehicle is entered as "Stored" but the case is "PPI" and MISC Field says "Private Property Tow" and any other pertinent information.

Print and interoffice any LPD (CA0170100) CLETS entries/modifications/cancel/etc.

LPD Responsibilities Regarding CLETS Hits:

MUPS/AFS/APS/ABS/SVS:

An incident is created for FOUP and the information is then passed on to the Sgt or Watch Commander to verify the validity of the order and what actions need to be taken.

CARPOS:

Hard copy is verified in the cabinet in dispatch. Fax hard-copy to LPD upon request by Officer. Can be verified through CCPOR and a copy can be sent to officers email.

CSAR HITS: Forward via interoffice to LPD.

Changes to the SOP can be made upon agreement of both parties.