

**JOINT EXERCISE OF POWERS AGREEMENT BETWEEN
THE CITY OF MODESTO AND THE COUNTY OF STANISLAUS
FOR EMERGENCY DISPATCH SERVICES**

This JOINT EXERCISE OF POWER AGREEMENT, is made in accordance with Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing with §6500), as amended and supplemented from time to time, for convenience dated as of September 1, 1999, by and between the CITY OF MODESTO ("Modesto"), a charter city and municipal corporation in the State of California, and the COUNTY of STANISLAUS, ("County") a political subdivision of the State of California.

WITNESSETH:

WHEREAS, Title I, Division 7, Chapter 5 of the California Government Code authorizes two or more public agencies to agree to the joint exercise of any power common to them;

WHEREAS, the Members, as defined herein, wish to provide for the creation of the Consolidated Emergency Dispatch Agency (the "Agency"), a joint powers agency which is separate from the Members, as authorized under California law, to provide Dispatch Services;

WHEREAS, Modesto and the County have purchased property located at 3705 Oakdale Road, Modesto, California ("Property"), and Modesto and the County will lease the Property to the Agency for the purpose of providing a primary site for Dispatch Services and for other purposes as approved by the Commission;

WHEREAS, the Members intend to contribute funds to enable the Agency to provide Dispatch Services;

WHEREAS, the Agency intends to provide Dispatch Services to other Persons not a party to this Agreement, on terms and conditions acceptable to the Members and the Agency.

NOW, THEREFORE, the Members, for and in consideration of the mutual terms, covenants and conditions herein, and in consideration of the execution of this Agreement, do hereby agree as follows:

- 1 Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes of this Agreement have the meanings herein specified. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.
 - 1.1 "Agency" shall mean the Consolidated Emergency Dispatch Agency, a joint exercise of powers agency created by the Members.
 - 1.2 "Agreement" shall mean this joint exercise of powers agreement as the same now exists and as it may from time to time be amended.
 - 1.3 "Commission" shall mean the Commission described in Section 8 hereof.
 - 1.4 "County" shall mean the County of Stanislaus described in the preambles hereto.
 - 1.5 "Dispatch Agreements" shall include but shall not be limited to agreements, leases or contracts between the Agency, any of the Members or other entities or parties concerning the provision of Dispatch Services as approved by the Commission.
 - 1.6 "Dispatch Services" shall include but are not limited to: emergency dispatch services including 911 dispatch services; fire, police, and sheriff dispatch services; governmental assistance and emergency informational dispatch services; animal control dispatch services, and other related services as approved by the Commission.
 - 1.7 "Member" shall mean Modesto and the County. This Agreement may be amended to provide for additional Members, subject to the majority vote of

the Commission and the majority vote of the governing bodies of the Members.

- 1.8 "Modesto" means the City of Modesto described in the preambles hereto.
- 1.9 "Person" shall be construed broadly to include individuals, public or private corporations, nonprofit corporations, trusts, partnerships, public or private agencies, limited liability companies and related entities.
- 1.10 "Property" shall mean that real property owned by Modesto and the County located at 3705 Oakdale Road, Modesto, Stanislaus County, California, which will be leased to the Agency.

2 Purpose and Method.

- 2.1 Purpose of Agreement. In accordance with Section 6503 of the Government Code, the purpose of this Agreement is to create a Joint Powers Agency organized for the purpose of providing Dispatch Services, using the Property as the primary location for providing Dispatch Services, and at other locations as approved by the Commission.
- 2.2 Effective Date. Modesto and the County are parties to an agreement entitled "Emergency Dispatch Agreement", a copy of which is attached hereto as "Exhibit "A" ("Existing Agreement"). By its terms, the Existing Agreement terminates on September 1, 1999, unless renewed. It is agreed that the Existing Agreement shall expire as of September 1, 1999, and that the effective date of this Agreement shall be September 1, 1999. It is also agreed that the cost sharing formula in the Existing Agreement shall remain in place until a new cost sharing formula is adopted by the Agency and the Members.
- 2.2 Method of Accomplishment of Purpose. The method by which the purposes of this Agreement will be accomplished shall be as agreed upon by the Commission in accordance with this Agreement. It is the intent of the parties that the public safety communications systems of the Members are consolidated into a central communications system for the purposes of this Agreement. The Property will serve as the primary location to provide Dispatch Services. The Dispatch Services will include providing public safety communications operations for the Members, and other Parties, subject to the terms and conditions of this Agreement; providing public

safety answer point for Enhanced 911 calls; providing dispatch of public safety agencies for the Members and other Parties who contract with the Agency for Dispatch Services; and providing management of all radio systems required for the operation of the Dispatch Center, including planning, engineering and operations.

3 Creation of the Agency.

3.1 Administering Agency as a Separate Public Entity. There is hereby created pursuant to the Government Code an agency and public entity to be known as the "Consolidated Emergency Dispatch Agency." As provided in Section 6507 of the Government Code, the Agency shall be a public entity separate from each of the Members. The Agency shall become an effective governmental unit as of the effective date of this Agreement, and shall continue in effect until lawfully terminated.

3.2 Filing of Notice of Agreement. The Agency shall, within 30 days after the effective date hereof, cause a notice of this Agreement to be prepared and filed with the office of the Secretary of State, as required by Section 6503.5 of the Government Code.

4 Powers.

4.1 Powers to be Exercised. In furtherance of its purpose as provided in Section 2.1 above, the Agency shall possess the common powers of the Members, and is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers, and all other acts authorized by the Government Code, including but not limited to any or all of the following:

4.1.1 Provide for the administration and management of the Agency in a manner that is in the best interests of the Agency;

4.1.2 Provide Dispatch Services according to a level of service approved by the Agency and the Members;

4.1.3 Provide for administrators, managers and employees, and other necessary and appropriate staff, to provide Dispatch Services in accordance with staffing plans approved by the Agency and the Members;

- 4.1.4 Make and enter into Dispatch Agreements, including but not limited to agreements to provide full dispatching services; remote services and purchased services to other Persons not a party to this Agreement. The provision of Dispatch Services to Persons not a party to this Agreement shall be made on terms and conditions acceptable to the Agency; shall be subject to the cost sharing formula approved by the Agency and each Member; and shall be subject to existing dispatch directives, policies and procedures approved by the Agency.
- 4.1.5 Lease the Property from Modesto and the County on terms and conditions acceptable to Modesto, the County and the Agency; and provide for the operation, maintenance and management of the Property;
- 4.1.6 Enter into contracts or agreements, including financing agreements, for the purpose of raising funds necessary to carry out its powers under this Agreement;
- 4.1.7 Sell or cause to be sold Certificates of Participation and issue Bonds from time to time in accordance with the provisions of the Government Code for the purpose of raising funds necessary to carry out its powers under this Agreement;
- 4.1.8 Employ agents and employees; hire consultants, agents, attorneys, independent contractors and advisors;
- 4.1.9 Acquire, hold, lease or dispose of real or personal property;
- 4.1.10 Incur debts, liabilities or obligations;
- 4.1.11 Sue and be sued in its own name, as provided in such Section 6508 of the Government Code;
- 4.1.12 Procure insurance in such types and amounts as the Agency deems appropriate;
- 4.1.13 Exercise the power of eminent domain;

- 4.1.14 Develop or cause to be developed an annual budget of the Agency, subject to the approval of the each Member;
 - 4.1.15 Determine the annual contribution rates and the method by which such contributions will be paid by each of the Members hereto; subject to the approval of each Member;
 - 4.1.16 Establish such rules and regulations, not inconsistent with applicable law or with this Agreement, as may be necessary for the operation and conduct of the Agency's business; and
 - 4.1.17 Perform any other functions as necessary or appropriate to accomplish the purposes of this Agreement.
- 4.2 Manner of Exercise. The Agency shall exercise such powers authorized in Section 4.1 hereof, in a manner consistent with the purposes in Section 2.1 hereof, all in accordance with Section 6508 and 6546 of the Government Code.
- 4.3 Restrictions on Agency Power.
- 4.3.1 Such powers provided in Section 4.1 hereof are subject to only to such restrictions upon the manner of exercising such powers as are imposed upon Modesto, one of the parties hereto, in the exercise of similar powers, as required by Section 6509 of the Government Code.
 - 4.3.2 The Agency shall not have the power to pledge the Property or use the Property as collateral without the approval of Modesto and County.
 - 4.3.3 The powers provided in this subsection are subject to the approval of each of the Members to this Agreement as to the following matters:
 - 4.3.3.1 Approval of the cost sharing formula and any revisions or amendments thereto;
 - 4.3.3.2 Approval of the Annual Budget;

4.3.3.3 Approval of claims, liabilities or the settlement of causes of action in excess of the approved Budget which involve the financial contribution of Members to this Agreement;

4.3.3.4 Using any Agency property as collateral for a loan or encumbrance.

4.4 Termination of Powers. The Agency shall continue to exercise the powers herein until this Agreement is terminated, pursuant to Section 6 of this Agreement.

5 Term.

5.1 This Agreement shall become effective as of September 1, 1999 and shall continue in full force and effect for a minimum period of ten (10) years from the September 1, 1999, and shall continue for successive ten (10) year periods of time, unless terminated pursuant to the terms of this Agreement.

6 Termination. This Agreement may be terminated only upon the following conditions:

6.1 Any Member can terminate this Agreement by providing a written notice of intent to terminate to the Commission and all Members by no later than September 1 of the seventh year of the ten year term. For example, during the first ten year term of this Agreement (September 1, 1999 to August 31, 2009), the notice of intent to terminate shall be provided by no later than September 1, 2006. During the second ten year term of this Agreement (September 1, 2009 to August 31, 2019), the notice of intent to terminate shall be provided by no later than September 1, 2016). The advance notice is intended to give Members sufficient time to make appropriate arrangements to independently provide Emergency Dispatch Services.

6.2 Upon the approval of the Commission and the approval of the governing bodies of the Members to terminate this Agreement. Any such termination shall provide that the effective termination date shall not occur unless Members have sufficient time to make appropriate arrangements to independently provide Emergency Dispatch Services.

6.3 Notwithstanding any other provision in this Agreement, in no event shall the exercise of the powers herein granted be terminated until all

indebtedness, claims and liabilities incurred, including liability on Certificates of Participation or Bonds, are fully and completely satisfied, or provision for the complete satisfaction of such obligations are made and approved by the Agency and each Member.

6.4 In the event the Agreement is terminated, the property owned by the Agency shall be distributed equally to Modesto and the County, unless otherwise approved by Agency and each Member.

7 Costs and Expenses.

7.1 Contribution of Funds. Each Member shall contribute sufficient funds to pay for all costs and expenses associated with providing Emergency Dispatch Services in accordance with this section.

7.2 Annual Budget. The Agency shall submit to Modesto and the County a proposed budget by no later than March 1 of each year during which this Agreement is in effect.

7.3 1996 Budget Sharing Agreement. Until a revised cost-sharing formula is approved by the Agency and each Member, the budget sharing agreement set forth in the Existing Agreement and currently used by Modesto and the County shall remain in effect. A copy of the budget sharing agreement is set forth in the Existing Agreement is attached hereto.

7.4 Revised Cost-Sharing Formula. Modesto and the County have retained a consultant to make recommendations concerning a revised cost sharing formula. It is intended that any revised cost-sharing formula shall take into consideration the following costs:

7.4.1 Ongoing Operation and Maintenance Costs. All ongoing operation and maintenance costs relating to providing Emergency Dispatch Services and relating to the Property and all other property owned, operated or leased by the Agency; utility costs; janitorial services, landscape maintenance; insurance costs and expenses, hardware and software support and maintenance services, claims and liabilities, and related costs and expenses.

7.4.2 Administrators, Managers and Employees. All costs necessary to pay or provide for personnel necessary and appropriate for the

provision of Dispatch Services, including dispatch administrators, managers and employees, including salary, employer-paid taxes, social security costs; health and workers compensation insurance, benefits, retirement costs, employment-related claims and liabilities and related costs and expenses.

7.4.3 Consideration of Revised Cost-Sharing Formula. Modesto and the County shall review and consider the consultant's proposed cost sharing formula by no later than September 1, 1999.

7.5 Revision of Cost-Sharing Formulas. Any approved cost-sharing formula may be revised from time to time upon the approval of the Agency and each Member.

7.6 Costs to Persons Not a Party to this Agreement. The Agency is authorized to enter into agreements with Persons not a party to this Agreement and to charge fees for services and facilities provided to Persons not a party to this Agreement, according to the cost-sharing formula approved by the Agency and each Member.

7.7 Obligations of the Agency. Except as expressly provided herein, the debts, liabilities and obligations of the Agency shall not constitute debts, liabilities or obligations of the Members, as permitted by Section 6508.1 of the Government Code.

7.8 Investment of Surplus Funds. As provided in Section 6509.5 of the Government Code, the Agency shall have power to invest in the treasury any money that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code, as amended or supplemented from time to time, and subject to Section 5922 of the Government Code, as amended or supplemented from time to time, for moneys covered thereby.

7.9 Fiscal Year. Unless and until changed by the resolution of the Commission, the fiscal year of the Agency shall commence July 1st and terminate June 30th of each year.

7.10 Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Agency by

any Member for any of the purposes of this Agreement, with the consent of the Agency and all Members. Any such advance may be made subject to repayment, and in such case shall be repaid in the manner agreed upon by all Members and the Agency as permitted by Section 6512.1 of the Government Code.

7.11 Surplus Money. After the completion of its purpose set forth in Section 2 hereof, any surplus money on hand shall be returned to the Members in proportion to their respective contributions made to such surplus, as required by Section 6512 of the Government Code.

8 Commission.

8.1 Commission. The Agency shall be administered by a seven-member commission (the "Commission"), as permitted under Section 6506 of the Government Code, which shall consist of:

8.1.1 One (1) member of the Modesto City Council, selected by the City Council. The City Council shall also select one alternate, to serve in his or her absence.

8.1.2 One (1) member of the County's Board of Supervisors, selected by the Board of Supervisors. The Board of Supervisors shall also select one alternate, to serve in his or her absence.

8.1.3 The County Chief Executive Officer. The County Chief Executive Office shall designate one alternate, to serve in his or her absence.

8.1.4 The Modesto City Manager. The Modesto City Manager shall designate one alternate, to serve in his or her absence.

8.1.5 Two (2) members of the Dispatch Advisory Board, one from each Member Agency. The Dispatch Advisory Board shall select two alternates, to serve in the absence of the Dispatch Advisory Board Commissioners.

8.1.6 One (1) member selected the City Council of the City of Ceres provided that such selection is made on or before June 1, 1999. If such selection is not made on or before said date, then one (1) member selected by the City Council of another participating City.

Such participating City shall be determined by a majority vote of the remaining Commissioners by no later than September 30, 1999. The selection by the City Council of such participating City shall be made within sixty (60) days thereafter.

8.2 Individual Capacity. Each member of the Commission shall serve in his or her individual capacity as a member of the Commission.

8.3 Term of Service.

8.3.1 The Commissioner appointed by the City Council (and his or her alternate) shall serve at the pleasure of the City Council.

8.3.2 The Commissioner appointed by the Board of Supervisors (and his or her alternate) shall serve at the pleasure of the Board of Supervisors.

8.3.3 The Commissioners from the Dispatch Advisory Board shall serve as Commissioners for a one year term, commencing on June 1 of each year. The Dispatch Advisory Board shall select Commissioners on a rotational basis. In the event a Dispatch Advisory Board member resigns or is unwilling or unable to serve, such position may be filled for the remaining term by another Dispatch Advisory Board member approved by a majority vote of the Dispatch Advisory Board.

8.3.4 The Commissioner selected pursuant to Section 8.1.6 shall serve for two-year term. Such Commissioner may serve successive terms, if the remaining Commission members approve by a 5/6 vote the reappointment of such existing Commission member to another two-year term.

8.4 Reimbursement of Expenses. Members of the Commission and their alternates shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate if the Commission shall so determine.

9 Meetings of the Commission.

9.1 Regular. The Commission, by resolution, may provide for the holding of regular Commission meetings.

- 9.2 Special. Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code, as amended or supplemented from time to time.
- 9.3 Notice. All meetings of the Commission shall be called, noticed, held and conducted subject to the provisions of Sections 54950-54961 of the Government Code (Brown Act), as amended or supplemented from time to time.
- 9.4 Minutes. The Secretary of the Agency shall cause minutes of all meetings of the Commission to be maintained.
- 9.5 Quorum; Actions. Four Commissioners shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as otherwise provided by law, the Commission shall take no action except upon the affirmative vote of four members.

10 Officers.

10.1 President, Vice President, Secretary. The Commission shall annually appoint a President of the Agency from among the Commissioners and shall appoint a Secretary of the Agency, who need not be a member of the Commission. It may elect a Vice-President from among the Commissioners. The duties of these officers are as follows:

10.1.1 President. The President shall coordinate the work of officers and committees of the Agency in order that the Agency's purposes may be promoted; preside at all meetings of the Agency; appoint such ad hoc committees as may be desirable, subject to the approval of the Commission; perform such other duties as assigned to him by the Commission; and may be an approved signatory on legal or formal documents of the Agency.

10.1.2 Vice President. The Vice President shall assist the President in the performance of his/her duties; perform the duties of the President in the absence or inability of that officer to act; perform such duties as may be assigned to him by the Commission; and may be an approved signatory on legal or formal documents of the Agency.

- 10.1.3 Secretary. The Secretary shall keep, or cause to be kept, accurate records of the proceedings of all meetings of the Agency; be responsible to prepare, or cause to be prepared, meeting schedules, notices, and agendas; make such records of the proceedings available to the Commission for their approval at each meeting; keep Members and agencies informed for meeting proceedings and activities of the Agency; conduct all necessary correspondence of the Agency; be responsible for preparing, or causing to be prepared, any annual reports required by law; prepare such notices and reports as may be requested by the Commission; prepare, or cause to be prepared, periodic reports on the financial status of the Agency; and be responsible for coordinating the Agency audits, as required by this Agreement.
- 10.1.4 Treasurer. The Treasurer of the County is hereby designated to be Treasurer of the Agency. Subject to the applicable provisions of any resolution, trust agreement or indenture authorizing the sale Certificates of Participation or issuance of any Bonds and providing for a trustee or fiscal agent, the Treasurer is designated as the depository of the Agency to have custody of all money of the Agency from whatever source in accordance with Section 6505.5 of the Government Code, and, as such, shall have the powers, duties and responsibilities specified in such Section 6505.5 of the Government Code; provided, however, that moneys of the Agency shall be kept separate and apart from, and shall not be commingled with, moneys of the Members.
- 10.1.5 Controller. The Auditor/Controller of the County is hereby designated as Auditor/Controller of the Agency in accordance with Section 6505.5 of the Government Code.
- 10.1.6 Charges for Service of Treasurer and Controller. The Treasurer may impose charges against the Members for its services, as provided in Section 6505.5 of the Government Code. All charges assessed shall relate to direct and indirect costs incurred and shall be subject to the prior approval of the governing bodies of all Members.

10.1.7 Dispatch Advisory Board.

- 10.1.7.1 A Dispatch Advisory Board is hereby formed to provide leadership, recommendations on policy; and procedural direction on matters of operational concern. The Dispatch Advisory Board shall conduct periodic reviews of Dispatch Services, to ensure that the Agency's objectives are implemented. The Dispatch Advisory Board shall, on an annual basis, review and make recommendations on budget and staffing levels and provide a recommended staffing plan to the Agency. The Dispatch Advisory Board shall appoint a Technical Advisory Committee who shall make recommendations to the Agency on the system's capacity and new dispatch technology, to keep the Emergency Dispatch facilities and system updated and properly functioning.
- 10.1.7.2 The Dispatch Advisory Board and the Technical Advisory Committee shall act only in an advisory capacity, unless otherwise directed by the Commission.
- 10.1.7.3 The Dispatch Advisory Board shall be comprised of the following permanent members and each member shall have one vote: Modesto Fire Chief; Modesto Police Chief; Stanislaus County Fire Warden; the Stanislaus County Sheriff; or their designated representatives. The Commission may appoint additional members to the Dispatch Advisory Board, as it deems appropriate.
- 10.1.7.4 The Dispatch Advisory Board shall meet regularly, but not less than once per quarter. The Dispatch Director shall attend the Dispatch Advisory Board meetings and record the minutes, unless otherwise directed by the Dispatch Advisory Board.
- 10.1.7.5 Formal action by the Dispatch Advisory Board requires an affirmative vote of at least three Board members if the Board has four members; and at least four Board members if the Board has five or six members.
- 10.1.7.6 Annually, or as requested by the Commission, the Dispatch Advisory Board shall report and provide

recommendations concerning the Dispatch Center to the Commission.

10.1.7.7 The Dispatch Advisory Board is authorized to adopt bylaws, subject to the approval of the Agency.

10.1.7.8 The Technical Advisory Committee and Dispatch Advisory Board shall make recommendations concerning licensing of frequencies. The Agency and the Members shall adopt, by resolution, appropriate policies and procedures for the licencing of frequencies.

10.1.8 Dispatch Liaison Officer. The Dispatch Advisory Board shall designate staff as it deems appropriate to serve as Emergency Dispatch Liaison Officers whose duties shall include but are not limited to, day to day coordination of Dispatch Services between the City, County and participating agencies. All Dispatch Liaison Officers shall meet regularly with the Dispatch Director. Wherever possible, interested Dispatch Liaison Officers shall report and make recommendations to the Dispatch Director and the Dispatch Advisory Board concerning the processing and resolution of complaints.

10.2 Administrators, Managers and Employees. Unless otherwise agreed by the Agency, Modesto and the County, dispatch administrators, managers and employees shall be and shall remain employees of the County of Stanislaus. County personnel laws, policies and procedures shall apply to the employment of dispatch administrators, managers and employees.

10.3 Dispatch Director.

10.3.1 The Dispatch Director shall be responsible for the day-to-day operation of the Dispatch Center. The Director's duties shall include providing support to the Dispatch Advisory Board; preparing a recommended budget subject to the review of the Dispatch Advisory Board, advising the Commission on policy; managing and supervising Dispatch staff; and acting on Dispatch policy direction received from the Commission.

10.3.2 Unless otherwise approved by the Agency, Modesto and the County, the Dispatch Director shall be an employee of the County of Stanislaus. However, the Commission is hereby

appointed as the body who is authorized to hire and take all appropriate personnel-related actions relating to the position of Dispatch Director. The Dispatch Director shall be directly responsible to the Commission, and shall be evaluated by the Dispatch Advisory Board on an annual basis, or more often if necessary. Final actions regarding Dispatch Advisory Board evaluations of the Dispatch Director shall be based on performance relative to stated goals, and shall be under the control and direction of the Commission.

- 10.4 Inclusion of Personnel-Related Costs in Cost-Sharing Formula. The Cost-Sharing formula to be adopted by the Agency, City and County shall include all costs related to providing dispatch administrators, managers and employees, including but not limited to salary, employer-paid taxes, social security costs; health and workers compensation insurance, benefits, retirement costs, employment related liabilities and claims, and related costs and expenses.
- 11 Bonding Persons Having Access to Property. The Members acting through the Commission shall designate the public officers or persons who have charge of, handle, or have access to any property of the Agency, and each such officer shall file an official bond with the Secretary of the Agency in the amount fixed by the Commission, all as required by Section 6505.1 of the Government Code. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond obtained in connection with another public office.
- 12 Other Officers and Employees. In furtherance of its purpose as provided in Section 2.1 hereof, the Commission shall have the power to appoint such other officers and employees as it may deem necessary, and to retain independent accountants, counsel, engineers, architects, construction managers and other consultants.
- 13 Liability and Insurance.
- 13.1 Workers Compensation Coverage. The County's workers compensation program shall provide workers compensation coverage to all County employees who provide services under this Agreement. All costs and expenses arising from workers compensation claims and administration relating to the provision of Emergency Dispatch Services shall be shared equally by the City and the County, through the approved cost sharing formula or otherwise.

13.2 Property and Fire. The Agency shall procure property damage and fire insurance in such amounts as required in the lease between the Agency and the City/County. The City and County shall share equally in this expense through the approved cost sharing formula or otherwise.

13.3 General Liability. The City and County agree to equally share any and all losses, including but not limited to costs and expenses arising from general liability claims, legal action upon claims, and claim administration, including but not limited to claims for bodily injury, personal injury, contractual liability and public officials errors and omissions. Costs and expenses include but are not limited to liability coverage, claims administration and attorneys' fees. The City and County shall each provide and have available through appropriate reserves Two Hundred Fifty Thousand Dollars (\$250,000) which shall be immediately available to cover claims or losses arising from this Agreement or the provision of Emergency Dispatch Services. If the total loss associated with a claim or legal action is Five Hundred Thousand Dollars (\$500,000) or less, the loss shall be shared equally between the City and County. If the total loss associated with a claim or legal action exceeds Five Hundred Thousand Dollars (\$500,000) and the occurrence is covered by the County's Excess Insurance Program, the County hereby agrees to have assumed such covered liability in excess of Five Hundred Thousand Dollars (\$500,000) by contract, provided, however, that the City shall pay one-half (1/2) of any increase in the County's insurance premium which is a result of a claim or loss for which the County's Excess Insurance Program provides coverage under this section. If the total claim or loss exceeds Five Hundred Thousand Dollars (\$500,000) and is not covered by the County's Excess Insurance Program, the claim or loss shall be shared equally by the City and County. The County shall be responsible for claims administration. No claim in excess of Ten Thousand Dollars (\$10,000) shall be approved by the Agency without the prior approval of the City and County.

14 Accounts and Reports.

14.1 Accountability. The Agency shall provide for strict accountability of all funds and report of all receipts and disbursements, in accordance with Section 6505 of the Government Code, and shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any resolution of the Agency providing for the sale of Certificates of Participation or the issuance of Bonds. The books and records of the Agency shall be open to inspection at all reasonable times by

the Members and their designated representatives. The Agency shall maintain during the term of the Agreement appropriate books, records, accounts and files relating to the revenues of, and expenses related to providing Dispatch Services, all of which shall be open to inspection at all reasonable times by the Members and their designated representatives.

- 14.2 Contract with Certified Public Accountant. The Agency shall either make or contract with a certified public accountant to make an annual audit of the accounts and records of the Agency, as required by Section 6505 of the Government Code. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant, a report thereof shall be filed with each Commissioner, each Member, the County Auditor and the City's Director of Finance. Such report shall be filed within six (6) months of the end of the fiscal year under examination. Any costs of the audit, including contract with, or employment of, certified public accountants in making an audit pursuant to this section, shall be borne by the Agency and shall be a charge against any unencumbered funds of the Agency available for the purpose.
- 15 Breach. If default shall be made by any Member in any covenant contained in the Agreement, such default shall not excuse any of the other Members from fulfilling its obligations under the Agreement and the other Members shall continue to be liable for obligations herein contained. The Members hereby declare that the Agreement is entered into for the benefit of the Agency created hereby and the Members hereby grant to the Agency the right to enforce by whatever lawful means the Agency deems appropriate all of the obligations of each Member hereunder. Each and all of the remedies given to the Agency hereunder or by any law now or hereafter enacted are cumulative and the exercise of any one right or remedy shall not impair the right of the Agency to any or all other remedies.
- 16 Severability. Should any part, term or provision of the Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.
- 17 Successors; Assignment. The Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Members. The Agency shall not have

the authority to assign rights or duties under this Agreement without the prior approval of the Members.

- 18 Amendment of the Agreement. This Agreement may be amended by a supplemental agreement executed by both of the Members at any time, provided that no such supplemental agreement shall cause the Agency to violate any condition or restriction in any resolution, trust agreement or indenture providing for the issuance of Certificates of Participation or Bonds.
- 19 Conflict of Interests Codes. The Commissioners shall adopt a Conflict of Interests Code in accordance with the Political Reform Act (commencing with Section 81000 of the Government Code).
- 20 Section Headings. References to Sections shall be to Sections herein. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision in this Agreement.
- 21 State Governing Law. This Agreement should be construed in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first above written.

CITY OF MODESTO

By Paul Baxter
for City Manager

Approved as to form:

Michael H. Housh
City Attorney

COUNTY OF STANISLAUS

By Joseph A. Wilson
Chief Executive Officer

Approved as to form:

Michael H. Housh
County Counsel

**EMERGENCY DISPATCH AGREEMENT
BETWEEN THE COUNTY OF STANISLAUS
AND
THE CITY OF MODESTO**

THIS AGREEMENT, between the County of Stanislaus and the City of Modesto, is made in view of the following:

- A. Each party hereto is empowered by law to provide emergency services including but not limited to police and fire services to its residents.
- B. Each party hereto desires to provide emergency service to its residents with efficiency and responsiveness.
- C. Each party hereto believes that consolidation of its respective safety communications systems contribute to the economy, efficiency and responsiveness in providing emergency communications to its residents.
- D. It is recognized that the parties have participated together since June 20, 1978, in a consolidated public safety central communications system known as the Stanislaus County Emergency Dispatch Center.
- E. The Parties agree to obtain Modesto City Council and Stanislaus County Board of Supervisors' approval of this agreement prior to August 31, 1996.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Purpose

This Agreement provides for a Public Safety Central Dispatching System ("E911 System") to be utilized by the parties to this Agreement. The purpose of this Agreement is to document the rights and duties of the parties in their service to the Public by the cooperative operation of a Central E911 System. This Agreement supersedes all previous oral and written agreements and understandings between the parties for emergency dispatching.

2. Administering Agency

Stanislaus County is the agency responsible for operating, maintaining, and managing the Emergency Dispatch Center ("The Center"), on behalf of the participating agencies, and in cooperation with the contracting agencies. Management includes the employment of all necessary

personnel for the operation. The Director of Communications is the department head responsible for the operation of the Center.

3. Additional Parties

This agreement is between the County of Stanislaus and the City of Modesto. Additional public agencies desiring to contract for emergency dispatch services can purchase such services from the Center. The parties reserve the right to provide services on a fee basis for agencies who receive dispatch services and non-dispatch agencies who request certain services outside of emergency dispatch.

4. Term

This Agreement shall become effective upon its approval by the Modesto City Council and the Stanislaus County Board of Supervisors. This Agreement shall then continue in full force and effect until September 1, 1999.

At the conclusion of the three (3)-year contract term, the contract may continue on a year-to-year term. Either party may terminate its participation in the Agreement by giving one (1) year's written notice of its intention to terminate beginning on or before August 31, 1998 and annually thereafter. A withdrawing party shall be responsible for and shall continue to pay its share of the costs of any indebtedness incurred by the parties for equipment or facilities during the term of the Agreement until such costs are paid in full. No such indebtedness for equipment or facilities shall be incurred without the written consent of both Parties to the Agreement. This Agreement may be terminated at any time by mutual written agreement of the Parties.

The County and the City recognize that staffing levels must be increased in order to insure the safe and efficient operation of the Emergency Dispatch Operation. Under the terms of this agreement, new positions will be added and additional personnel will be recruited, hired, and trained. Upon the decision of either the City or the County to separate their Emergency Dispatch Centers, it is recognized by both parties that the County would need significantly fewer employees. As a result, the City agrees that if the City employs dispatch personnel they shall hire any full-time regular employees identified to be laid off by the County through the County's Reduction-In-Force procedures subject to completion of the City's pre-employment medical examination and background investigation. Prior to any reduction-in-force the County and City will identify the number of authorized positions each agency will need to staff their respective centers. The County will identify those employees who will be potentially affected by a reduction-in-force action. The County and the City will make provisions to determine if there is an employee preference to work for either agency. If so, the County and the City will make a reasonable effort to meet said preference prior to implementation of a reduction-in-force by the County. The City would only be required to employ the number of employees sufficient to meet their staffing needs, even if the number is less than the number of employees identified to be laid off by the County. It is understood that the salary to be paid by the City, benefits, probation

periods, and bargaining unit designation shall be at the discretion of the City.

5. Dispatch Policy Board

A Dispatch Policy Board is hereby created to provide leadership, policy and procedural direction to the *Center* on matters of operational concerns. The Policy Board shall be comprised of the following permanent members and each member shall have one vote:

Modesto Fire Chief, Modesto Police Chief, Stanislaus County Fire Warden, and the Stanislaus County Sheriff. The Fire Warden will also represent fire districts in the unincorporated area of the County and the Sheriff shall also represent law enforcement agencies outside of the City of Modesto.

The Policy Board shall meet regularly, but not less than once per quarter. The Director of Communications will attend the Policy Board meetings and record the minutes, unless otherwise directed by the Board.

The responsibilities of the Policy Board include budget review, overall policy direction of the operation of the Center, planning, and to make recommendations for approval of annual spending plans, including but not limited to new funds for major equipment or facility needs during the term of this agreement. Each Policy Board Member shall appoint an alternate representative and such alternate member may act at a meeting of the Policy Board when the primary member is absent. Action by the Policy Board requires a majority vote for all members present. Three members constitute a quorum.

The Policy Board shall annually, provide the County's Chief Executive Officer and Director their goals and objectives for the Center. The Policy Board shall advise the County's Chief Executive Officer on the performance of the Center and the Director of Communications on an annual basis, or as often as the Board deems necessary.

The Director of Communications shall be directly responsible to the County's Chief Executive Officer, and shall be evaluated by the Policy Board on an annual basis, or more often if necessary. Director is responsible for management of the Center. The Director shall provide support to Policy Board; prepare the budget, subject to review of the Policy Board; advise on policy and modifications; manage and supervise Center Staff; and act on Dispatch policy direction received from the Board. The Board's evaluation of the Center and Director, submitted to County's Chief Executive Officer, shall be based on performance relative to the stated goals. Final actions regarding Policy Board evaluations of the Director shall be under the control and direction of the County's Chief Executive Officer.

The Policy Board shall establish by-laws within sixty (60) days of the start of this agreement, which shall include policies, direction for handling complaints, and performance objective requirements.

In the event the Policy Board cannot reach an agreement, an Executive Committee of the County's Chief Executive Officer and the City Manager shall be convened to resolve any such issues. The Board of Supervisors and City Council shall be asked to resolve any major policy issue the Executive Committee cannot resolve.

In addition, each member of the Policy Board shall designate staff to work as an Emergency Dispatch Liaison Officer. The Chief of each Agency shall, in writing, designate the Liaison Officer's Representative from their agencies. The Dispatch Liaison Officers' duties will include, but are not limited to, the day to day coordination between the Center and a participating agency. The Liaison Officer Group shall include the Deputy Director of Communications as a member. The Director of Communications shall meet with the Liaison Officers at least monthly as a group to review and resolve issues. Complaint processing between the participating agencies will be handled at the liaison officer level whenever possible.

The Policy Board shall conduct periodic reviews of the services provided by the Center, to ensure that the focus on emergency and public safety services, are maintained as the priority mission of the Center.

The Public Safety Communications Systems, of the Parties to this agreement, are consolidated into a Central Communications System for the term of this agreement, which shall conduct all Public Safety Communications Operations for said parties. The Central Communications Dispatch System will provide at least the following services to the parties of this Agreement:

- A. Countywide Public Safety Answer Point (PSAP) for Enhanced 911 Calls.
- B. Dispatch of Public Safety Agencies who are parties to this Agreement.
- C. Management of all radio systems required for the operation of the Center, including planning, engineering, and operations. Each Agency, who so chooses, shall assume responsibility for licensing of their individually owned frequencies. The Parties agree to provide written notice to each other when seeking new or changed frequencies.
- D. After normal hours (8 a.m. to 5 p.m. on weekdays) and at all times on weekends and holidays, the Central Communications System will provide assistance, but not dispatching for all general government services, including, but not limited to, electrical, sewer, streets and water services.
- E. Future desired services, such as triage, shall require policy and staffing decisions by the Policy Board.

6. Staffing of Center

The Parties agree to the staffing plan identified as Exhibit A to this Agreement as the new level

of staffing for the Center. Implementation of the Staffing Plan is planned to allow for the more adequate dispatching of all agencies. The full staffing of the six existing and primary radio positions will occur prior to staffing the new seventh position for City Law Enforcement. It is the objective of this improved staffing plan to hire and retain full-time dispatchers to reduce the reliance on overtime working conditions and expenses where ever possible. The Director of Communications and the Dispatch Policy Board shall review annually the required staffing levels and the Parties may agree to change that level dependent on service requirements and allocations made during the annual budget process. Increases in staffing levels above those in Exhibit A shall require approval of the Dispatch Policy Board and the approval of the governing bodies of both the County and the City through the budget process.

The Director shall be responsible for providing the proper training levels of all personnel. Parties to this agreement will assist the Director in defining the minimum requirements of appropriate training programs, and assist in dispatcher recruitment activities.

7. Technology Planning

A. Future Planning

The parties recognize that the emergency dispatching function presently is performed using a Computer Aided Dispatch Computer System (CAD), and further recognize that the use of such a system is essential to the timely response to the citizens' calls for emergency services through the 911 Telephone System. The computer system must be of adequate capability to allow the Center to perform its duties. It is recognized that the City believes the system needs to be upgraded and enhanced. It is recognized that the County believes the existing system meets essential dispatching needs. Both Parties agree that joint public safety technology analysis and planning will be beneficial. It is the responsibility of the Director of Communications to regularly review new technology and the system's capacity, relative to the increase or decrease in workload data, and to take the necessary steps to advise the Policy Board on what is needed to keep the system updated and properly functioning.

Therefore the Contracting Parties agree to develop an Emergency Dispatch Technology Plan by March 1, 1997, and submit such Plan with their recommendations to the County Executive Officer and City Manager.

The Emergency Dispatch Technology Plan shall make recommendations on incremental phasing, needs, financing, and cost sharing, if new systems are requested. The Policy Board along with Center Staff and Management shall be participants in the technology planning which shall start with the preparation of a needs assessment.

As a provision of this agreement, it is agreed that any upgraded emergency dispatching computer system, if purchased, will require all users to share in the cost of such system

upgrade and all financing cost according to the funding formula agreed upon at the time of purchase.

B. Facility Plan

The Policy Board with the Director of Communications; County, and City will work with appropriate staff to prepare a Facility Plan. The Plan shall address both short term improvements, (up to three years), to existing facility and equipment, and development of the long term requirements, (beyond three years), of the Communications Center. The Dispatch Staff shall be consulted for ideas and input on facility and equipment planning. Debt incurred for improvements to existing and long term facilities shall require the same approval as required for personnel additions in Section 6 above.

C. Total Quality Management

The parties agree to pursue Total Quality Management, and to study and pay for such, from the Center's budget reserves. The efforts will be cross-functional, including internal and external customers. The review will include policy and practices within Emergency Dispatch and within the User Agencies that impact the Center. Areas to be studied include:

- Levels of Service
- Equipment
- Policies and Procedures (Internal and External Users)
- Staffing
- Performance Measures
- Other Items to Improve and Enhance Services by Center

8. Funding

The Parties agree to a new cost sharing formula for Fiscal Year 1996-97, as outlined on Attachment B. The Parties also agree to review alternative cost sharing, including incident based formulas as alternatives. If no new formula is agreed upon, the 1996-97 formula will remain.

9. Internal Budget

The County will establish a separate Central Communications Center Budget, as shown on Attachment B, with the adoption of the 1996 -97 Final Budget, which is for a shared Emergency Dispatch Center.

Reimbursement to the County shall be on a quarterly basis. The first, second and third quarters will be based on a share of appropriation. Final reconciliation of actual expenses shall be reflected in the forth quarter billing.

The cost to county agencies for MDT services (Mobile Data Terminals) provided shall not be billed separately to the agencies upon commencement of this agreement.

10. Records and Accounts

- A. The County of Stanislaus shall be strictly accountable for all funds.
- B. The county shall cause to be kept proper records and accounts in which a complete and detailed entry shall be made of its transactions including all receipts and disbursements. Said records and accounts shall be kept in accordance with State law and rules and regulations of the State Controller and as required by the Auditor. Said records shall be subject to inspection at any reasonable time by the duly authorized representatives of each of the parties to this agreement.
- C. The County shall prepare an annual financial report, including a report of all receipts and disbursements of funds which shall be available at the office of the Auditor-Controller, and a copy thereof shall be filed with the Chief Executive Office and mailed not later than 90 days after the close of each fiscal year.
- D. The Director of communications shall submit an annual operational report and others requested by the Policy board. The report shall include general overview of the activities of the Dispatch Center. The report shall be filed with the Board of Supervisors and the Modesto City Council not later than 90 days after the close of each fiscal year and a copy shall be mailed to all Policy Board members, and to each Agency who is a party to this agreement.

11. Security

The County shall continue to take all steps necessary to maintain the physical security of the Central Communications System, however, it shall not deny access to equipment owned by the City. In addition, the County shall be responsible for the security evaluation and clearance of all civilian personnel on the staff. The County may request and pay for necessary background checks from the County Sheriff and/or the Modesto Police Department.

12. Liability

The County of Stanislaus agrees to indemnify, defend, and hold harmless the City of Modesto, its officers, agents, and employees from any and all claims, losses, damages, and liability suffered or incurred by reason of the act of omission of the County of Stanislaus, its officers, agents, and employees in the performance of this Agreement.

The City of Modesto agrees to indemnify, defend, and hold harmless the County of Stanislaus, its officers, agents, and employees from any and all claims, losses, damages, and liability suffered

or incurred by reason of the act of omission of the City of Modesto, its officers, agents, and employees in the performance of this Agreement.

13. Disposition of Equipment in the Event of Termination

In the event any or all Parties to this Agreement should terminate participation in accordance with Paragraph 4 above, all equipment purchased for the operation of the Central Communications System prior to entering into this Agreement or under any previous agreements shall become the sole property of the County. The County shall retain sole right of control, use and access of said equipment. The MDT Controller, currently owned by the City and dedicated for Center use, shall remain the property of the City. Equipment purchased by the City of Modesto subsequent to the execution of this Agreement shall remain the sole property of the City of Modesto. The parties agree to prepare a separate agreement to set forth the terms of disposition of any new equipment purchased during the term of the Agreement. Absent an agreement, the property shall be divided between the parties in proportion to the cost of said equipment and payor of such equipment.

In no case shall the County deny the City access to inspect, maintain, and modify assets in which the City has a complete ownership interest. The County shall also provide the City reasonable access to any assets which the County and the City may jointly purchase in the future.

14. Notices

Notices hereunder shall be sufficient if dispatched by first class United States mail to:

County of Stanislaus

Chief Executive Officer
1100 "H" Street, 2nd Floor
Modesto, CA. 95354

City of Modesto

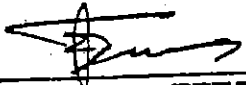
City Manager
801 Eleventh Street
Modesto, CA. 95354

Attachment A - Emergency Dispatch Staffing
Attachment B - Budget Sharing Agreement (Formula)

Res. 96-490
8/27/96

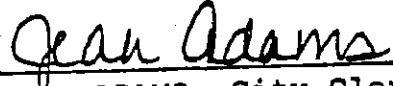
15. Approval

CITY OF MODESTO,
a municipal corporation

By 

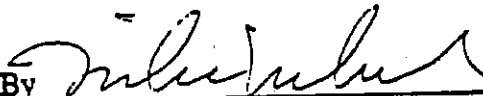
J. EDWARD TEWES
City Manager

ATTEST:

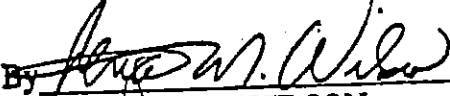
, Clerk
JEAN ADAMS, City Clerk

APPROVED AS TO FORM:

Michael D. Milich
City Attorney

By 

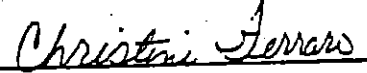
COUNTY OF STANISLAUS
A body corporate and politic

By 

REAGAN M. WILSON
Chief Executive officer

ATTEST:

Reagan M. Wilson, Clerk
Board of Supervisors of the County of
Stanislaus, State of California

By , Deputy

APPROVED AS TO FORM:

Michael H. Krausnick
County Counsel

By 

EMERGENCY DISPATCH STAFFING 8-14-96

CURRENT AUTHORIZED POSITIONS

PROPOSED

1	Director	1	Director
1	Deputy Director	2	Deputy Director (1 unfunded)
6	Supervisors	4	Dispatch Managers
		1	Staff Services Coord (Downgrade 1 Supervisor pos.)
2	Depart Systems	3	Depart Systems Coord (Downgrade 1 Supervisor pos)
9	Sr Dispatchers	8	Senior Dispatchers
35	Com Dispatcher II	35	Com Dispatcher II (5 filled when 7th radio is added)
		6	Com Dispatcher I (Complaint Taker)
	Sr Exec Secretary	1	Sr Executive Secretary
1	Computer Op	1	Computer Operator
1	Account Clerk II	1	Account Clerk II
<u>57</u>	Total Authorized Positions	<u>63</u>	Proposed Total Positions

EMERGENCY DISPATCH OPERATIONS DESCRIPTION OF BUDGET SHARING AGREEMENT

- 1996/97 budget amount of \$3,877,910
- Assumes Waterford is no longer a participant in the Center
- Adjusts all participants 1995/96 cost billed under the old formula by spreading on a percentage basis the costs for the City of Waterford to remaining participants.
- Allocates the County cost between the Sheriff and Fire based upon incident count at the percentages of 88.3557% and 11.6443% respectively.
- Increases costs for each of the small cities (Hughson, Newman, Patterson, Riverbank) by 5% over the cost billed in 95/96 adjusted by the Waterford costs.
- The difference between the small cities 5% increase over their 95/96 base without Waterford and the cost the small cities would incur if the old formula was used to divide the costs for the 96/97 increased budget is \$32,915.
- The difference of \$32,915 will be paid out of the undesignated Emergency Dispatch reserves.
- The City of Modesto will assume the full cost of the proposed staffing for the seventh radio in the amount of \$32,692 based upon an April 1, 1997 start date.
- The difference between the 1995/96 budgeted amount and the 1996/97 proposed budgeted amount of (\$3,877,910) less the County and City's amount of (\$3,047,083) the small cities costs of (\$335,304) and less the small cities costs to be absorbed by reserves (\$32,915) and less the cost of the 7th radio ((\$32,692) will be divided between the City and the County on a percentage basis (\$429,916).
- The City will assume 68.6% of the difference as identified above and the County will assume 31.4% or:

$$\$429,916 \times 68.6\% = \$294,922$$

$$\$429,916 \times 31.4\% = \$134,994$$
- The County's cost including the shared difference shall be \$1,250,793.
- The City's cost including the 7th radio, and the shared difference shall be \$2,259,898.