

AMENDED  
JOINT POWERS AGREEMENT

In order to establish, operate and maintain a consolidated communications center for the cities of Capitola, Santa Cruz and Watsonville and the County of Santa Cruz, the parties agree to the following:

This amended agreement, effective April 24, 1994 by and among the cities of Capitola, Santa Cruz and Watsonville and the County of Santa Cruz (hereinafter referred to as "Parties") is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article I (Sections 6500, et sep.) of the California Government Code relating to joint exercise of powers, for the purpose of operating a consolidated communications center and supersedes the Joint Powers Agreement entered into by the Parties on July1, 1991.

WITNESSETH:

WHEREAS, on July 1, 1991, the parties entered into that certain Joint Powers Agreement for the purpose of operating a consolidated communications center and now wish to amend and restate said agreement as provided herein; and

WHEREAS, the Parties are each empowered by laws to acquire sites, construct, equip, staff, maintain, operate and lease public buildings and related facilities for the purposes of public safety communications, and

WHEREAS, the Parties desire to acquire, equip, staff and operate a consolidated county-wide public safety communications facility (hereinafter referred to as "Facility"), and to provide a vehicle for the accomplishment thereof; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose of jointly exercising their common powers in the manner set for the in this agreement.

NOW, THEREFORE, the Parties, for and in consideration of the mutual benefits, promises and agreements set forth herein, agree as follows:

Section 1. Purpose

The purpose of this agreement is to establish and operate a consolidated communications center by equipping, maintaining, operating and staffing a single site facility which provides emergency call receiving and dispatching services to the agreement's Parties. The consolidated communication center will also provide services on a contractual basis to other governmental entities.

The consolidated communications center provides a forum for discussion, study, development and implementation of programs and services of mutual public safety communications interest.

This agreement is made pursuant to California Government Code sections 6500, et seq., hereinafter referred to as the "Act", relative to the joint exercised of powers common to the agreement's Parties.

Section 2. Creation of Authority

Pursuant to section 6506 of the Act, there is hereby created a public entity, separate and apart from the agreement's Parties, to be known as the "Santa Cruz Consolidated Emergency Communication Center", hereinafter referred to as the "Authority". The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities and/or obligations of any of the Parties.

Section 3. Governance

A. Board of Directors

The Authority shall be governed by a Board of Directors. Each entity which is a Party to this agreement shall have one seat on the Board. Such seat shall be filled by the County Administrative Officer or the City Manager respectively, or their alternate. Such Board member shall cease to be a Director if she/he ceases to be an employee of the governing body of the participating entity, or if the entity ceases to be the party to this agreement. Each Director shall notify the Secretary of the Board of their respective alternates. The Secretary shall notify each entity of the designation of the other Parties' representatives.

1. Officers of the Board of Directors

(a) Designation of Officers

The Office of Chair, Vice and Secretary shall be rotated on an annual basis, at the first meeting of each fiscal year based on the following rotation which shall continue through the term of this Agreement:

OFFICER POSITION	CHAIR	VICE CHAIR	SECRETARY
1993/94	County	Capitola	Santa Cruz
1994/95	Capitola	Santa Cruz	Watsonville
1995/96	Santa Cruz	Watsonville	County
1996/97	Watsonville	County	Capitola

(b) Duty of Officers

(1) Chair and Vice Chair

The Chair, or in his/her absence the Vice Chair, shall preside at and conduct all Board meetings. In the absence or inability of the Chair to act, the Vice Chair shall act as the Chair.

(2) Secretary

The Secretary will give notice of regular meetings to the board at least fifteen (15) working days in advance of the scheduled date, soliciting any agenda items. The Secretary will meet jointly with the Controller and board Chair at least 10 working days in advance of the scheduled meeting to develop the agenda. The Secretary will deliver the agenda and supporting documentation to each Board member and each Users Committee member at least five (5) working days prior to the scheduled meeting.

(c) Controller of the Authority

The Communications Center General Manager shall appoint the Controller of the Authority. The Controller shall attend the meetings of the Board of Directors and advise them in connection with any accounting, budgetary, monetary or other financial matters relating to the Authority. The duties and responsibilities of the Controller include, but are not limited to; those set forth in California Government Cod sections 6505, 6505.5 and 6509.5 and shall include the following:

- (1) establish with Board approval the annual budget format, accounts and documentation pertaining thereto which most nearly reflect the objective of the Authority and the operation of the facility;
- (2) establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;
- (3) enforce strict compliance with the approved annual budget and approve only expenditures authorized therein;

- (4) ensure that all available cash on hand is at all times fully invested in a cash management program and investment portfolio pertaining thereto; she/he will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;
- (5) furnish monthly revenue, expenditure and funds status reports to the Communications Center General Manager and Board of Directors;
- (6) maintain an inventory of all property of the Authority, and may designate the Board Chair to be custodian of the property;
- (7) make all books and records of the Authority in his/her hands open to inspection at all reasonable times by Board members or their representatives.

(d) Attorney for the Authority

The Board of Directors shall appoint the Attorney for the Authority. The Attorney shall attend meetings of the Board of Directors as required to advise in connection with any legal matters relating the Authority. Additional counsel may be solicited in the event of a conflict of interest involving the Attorney.

(e) Authority General Manager

The Board of Directors shall appoint the General Manager for the Authority. The General Manager shall attend all meetings of the Board of Directors to advise in connection with any operational and personnel matters relating to the Authority. Among other things, the General Manager shall be responsible for obtaining and maintaining liability and casualty insurance for the Authority and the Authority's property.

B. Users Committee

Pursuant to Section 6506 of the Act, an advisory entity is created, subordinate to the Parties, which is to be known as the Users Committee. Membership will be comprised of the Chief Officer or designee of each public safety agency receiving communications services. Each public safety agency will notify the Secretary of

the Board of Directors of the names of their respective Chiefs or designees. The public safety agencies participating on the Users Committee include, but are not limited to the following:

- Capitola Police Department
- Santa Cruz Police Department
- Santa Cruz County Sheriff's Office
- Watsonville Police Department
- Aptos/La Selva Fire Protection District
- Ben Lomond Fire Protection District
- Boulder Creek Fire Protection District
- Branciforte Fire Protection District
- Central Fire Protection District
- Felton Fire Protection District
- Freedom Fire Protection District
- Salsipuedes Fire Protection District
- Santa Cruz City Fire Department
- Scotts Valley Fire Protection District
- Watsonville City Fire Department
- Zayante Fire protection District
- Santa Cruz County Emergency Services Department
- AMRW, Incorporated
- County Fire Department/California Division of Forestry and Fire Protection
- Santa Cruz County Emergency Medical Service
- University of California, Santa Cruz Fire Department
- University of California, Santa Cruz Police Department

1. Officers of the Users Committee

(a) Rotation of Officers

The Users Committee shall rotate the offices of Chair, Vice Chair and Secretary at the first meeting of each fiscal year as follows:

OFFICER POSITION	CHAIR	VICE CHAIR	SECRETARY
1993/94	Santa Cruz Fire	Watsonville Police	Scotts Valley Fire
1994/95	Watsonville Police	Scotts Valley Fire	SLV Fire Representative
1995/96	Scotts Valley Fire	SLV Fire Representative	Sheriff
1996/97	SLV Fire Representative	Sheriff	Watsonville Fire
1997/98	Sheriff	Watsonville Fire	Watsonville Fire
1998/99	Watsonville Fire	Aptos/La Selva Fire	Santa Cruz City Police
1998/2000	Aptos/La Selva Fire	Santa Cruz City Police	Freedom Fire
2000/01	Santa Cruz City Police	Freedom Fire	SLV Fire Representative
2001/02	Freedom Fire	SLV Fire Representative	Capitola Police

In the event that the Chair or Vice Chair ceases to be a member of the Users Committee, the resulting vacancy shall be filled at the next meeting of the Users Committee which follows the occurrence of the vacancy.

(b) Chair and Vice Chair

In the absence or inability of the Chair to act, the Vice Chair shall act as the Chair. The chair, or in his/her absence the Vice Chair, shall preside at and conduct all meetings of the Users Committee.

C. Meetings of the Board of Directors and user Committee

1. Regular Meetings of the Board of Directors

The Board shall conduct regular meetings, holding at least one regular meeting each quarter. The first meeting of the fiscal year shall be the annual meeting. On or before the first meeting, the Board shall consider and adopt the annual budget for the Authority for the ensuing fiscal year. The Board shall provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by any Board member. The date and hour of any regular meeting shall be scheduled by order of the Board of Directors. The location for the conduct of meetings shall be the Authority's facility. Changes in the location must be made by resolution of the Parties.

2. Regular Meetings of the Users Committee

The Users Committee shall conduct regular meetings, holding at least one regular meeting every other calendar month. The Users Committee may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by a majority of the members. The date and hour of any regular meeting shall be scheduled by order of the Users Committee, a copy of the order filed with the Board of Directors. The location for the conduct of the meetings shall be the Authority's facility.

3. Ralph M. Brown Act

The Board of Directors and the Users Committee shall adopt rules for conducting their meetings and other business. All meetings of the Board and the Users Committee, including without limitation regular, adjourned regular and special meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown act (commencing with Section 54950 of the California Government Code).

4. Minutes

The respective Secretaries of the Board and Users Committee shall keep minutes of regular, adjourned regular and special meetings. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Parties and each Users Committee member.

5. Quorum

A majority of the Board constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum. Seven members shall constitute a quorum of the Users Committee for the transaction of business.

6. Dispatch Service to Other Agencies

The Authority may provide dispatch service to public agencies not a party to this agreement, but only upon unanimous approval of the Board of Directors. Such service shall be by annual contract, executed by the Chair of the Board of Directors. The Board shall establish the amount of charge for the service, which shall be billed and paid monthly. Charges will be set with the intent of recovering all operational, capital and maintenance costs expended by the Authority in providing the dispatch services to a particular agency, both annually and for prorated periods thereof.

Section 4. Powers and Duties

A. Authority

The Authority shall have the powers common to the powers as set forth in recitals of this agreement, to wit: The power to acquire sites and construct, equip, staff, maintain, operate and lease public buildings and related facilities for the purpose of providing for public safety communications in Santa Cruz County.

The Authority is authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

1. to make and enter into contracts;
2. to employ agents and employees;
3. to acquire, construct, manage, maintain and operate any buildings, works or improvements;
4. to acquire, hold, lease, or dispose of property;

5. to incur debts, liabilities or obligations;
6. to receive gifts, contributions and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any governmental entity;
7. to rent or lease communications services to no-public agencies;
8. to sue and be sued in its own name.

Such powers shall be exercised in the manner provided in the Act except as expressly set forth in this agreement, subject only to such restrictions as are imposed upon the Parties and the exercise of similar powers.

The Authority shall exercise its powers as needed to implement the purpose of this agreement. Pursuant to Section 6504 to the Act, the authority is empowered and by this agreement required to assess the Parties to finance the entire operation of the Authority in the manner set forth in this agreement.

B. Board of Directors

The Board of Directors, as the governing and administrative body of the Authority, shall formulate and set policy, and shall exercise the powers set forth in Section 4 of this agreement to accomplish its purpose. The Board is responsible for development of a consolidated emergency communications center and program, and for the leasing of a facility and/or acquisition of equipment, personnel staffing and full time maintenance and operations of a facility. The Board will select the Authority General Manager and the Attorney.

C. Users Committee

The Users Committee will review programs and situations and make necessary recommendations as they pertain to the operation of the program. It will be comprised of three subcommittees (Law Enforcement, Fire Service and Emergency Medical Services) which will discuss issues pertaining to their respective disciplines. When issues arise concerning more than one discipline, an ad-hoc committee will be formed to make recommendations. Any issues thus resolved will be forwarded to the Authority General Manager and the Board of Directors for final disposition.



## Section 5. Facility

The Authority is empowered to purchase, lease or otherwise obtain the use of an existing facility or build a new facility for the purposes of locating and establishing the consolidated communications center. The center proper shall include at least the following: (1) dispatch area; (2) supervisors and management administrative offices, including General Manager, operational and technical managers, clerical, computer resource and reception office space; (3) radio equipment room; (4) computer/telephone equipment room; (5) storage for inventory, supplies and records; (6) locker room; (7) shower/bathroom facilities; (8) kitchen; (9) lunch room; (10) multi purpose classroom; (11) conference room; and (12) emergency operations center with attendant support space and offices.

The Authority will determine what communications equipment is necessary to operate the facility. The Board of Directors will determine what locally owned equipment will be provided to the Authority. Any Board member, whose equipment issued by the Authority, will be given a credit to the assessment against the Board member's share of the gross equipment costs.

## Section 6. Fiscal Year and Annual Budget/Financing

### A. Fiscal Year

The Authority's fiscal year shall be the twelve month period commencing each July 1, except if the effective date of this Agreement is other than July 1, the first fiscal year shall be the short year commencing the effective date and ending the following June 30.

### B. Annual Budget

1. The Authority shall operate only under an approved fiscal year budget. The Authority may not operate at a deficit. The Parties shall pay for the entire operation of the Authority, with the annual expenditure budget determining the total amount of assessment required.
2. From the date of formation of the Authority through the end of Fiscal Year 1993-94 the assessment shall be as follows: The County of Santa Cruz shall pay 59.70%; City of Santa Cruz shall pay 20.16%; City of Watsonville shall pay 14.57%; and the City of Capitola shall pay 5.49% of the entire operating cost of the Authority.
3. Beginning with Fiscal Year 1994/1995, the assessment shall be as follows: The County shall pay 59.78%; the City of Santa Cruz shall pay 20.16%; the City of Watsonville shall pay 14.57%; and the City of Capitola shall pay 5.49% of the entire operating cost of the Authority. Beginning on

July 1, 1995 and continuing until June 30, 1998, a transition cost formula will be used to determine cost percentages for the parties and all other User agencies under contract in accordance with 3.C.6 and 6.B.6 of this agreement and Authority Policy which is attached hereto and incorporated herein by this reference, provided that during this three (3) year period, the County shall pay no more than 47.53%; the City of Santa Cruz shall pay no more than 22.86%; the City of Watsonville shall pay no more than 17.65%; and the City of Capitola shall pay no more than 11.96% of the entire operating costs of the Authority.

4. Beginning on July 1, 1998 and continuing until such time as modified by the Board of Directors, a cost formula based upon a computation involving Calls for Service as defined by Authority Policy No. 260, as approved November 1, 1993, Calls for Service, a copy of which is attached hereto and incorporated herein by this reference, and base fees will be used to determine the total amount of annual assessments and User fees. Once calculated, the resulting percentages will remain fixed for each party and User agency for a period of three (3) years thereafter during the term of this agreement. In no event will the cost percentages for any party to the Agreement increase or decrease more than twenty (20%) percent from the previous assessment percentage.
5. Each annual operating budget shall include a reserve contingency equal to four (4) percent of otherwise budgeted and approved expenditures. Money may be expended from this reserve only with the expressed approval of the Board of Directors. The reserve shall lapse at the end of each fiscal year, with all excess funds reverting back to the Parties in proportion to their assigned contributions.
6. The total assessment against each of the Parties will be reduced by expected revenue from executed contracts for dispatch services to agencies and by unexpected/unencumbered funds available at the end of the fiscal year prior to the year for which the budget is applicable.
7. The annual operating budget shall not increase in excess of the Bay Area All Consumer Price Index from the previous calendar (January through December) year without a unanimous vote of the Board of Directors.
8. All other budget matters shall be decided by a vote of a simple majority of the Board of Directors.

9. In year two from the date of this agreement, the Board of Directors shall develop a capital budget and shall fund the same in accordance to the agreed upon cost sharing formula. The base capital budget shall be decided by a unanimous vote of the Board of Directors.

C. Budget Elements

The Board of Directors, in adopting an annual budget, thereby fixes the assessment against the parties which is binding thereon. The budget policy shall include, but is not limited to, the following components:

1. Operation and Maintenance Expenses

The costs of operating and maintaining a facility and the communications/computer equipment housed therein shall include, but is not limited to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement parts necessary to repair facility equipment due to normal wear and tear from ordinary usage.

2. Capital Expenditures

Capital expenditures shall include the costs of original purchase of communications and computer equipment, hardware, software and other fixed asset type items typically having a useful life of more than one (1) year, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

Capital expenditures shall be shared by the Parties in conformance with the cost formula as established under Section 6.B.2. of this agreement, except capital expenditures which are incurred for and are unique to a minority of the Parties, in which case such minority share the expense equally.

D. Assessments

Upon adoption of the fiscal year budget by the Board of Directors, and the forwarding thereof to the governing bodies of the Parties by the Board Secretary, unless otherwise specified by the order of the Board of Directors, the assessments fixed therein are automatically due and payable without further notice as follows:

July 15:	35% of total assessment
October 15:	25% of total assessment
January 15:	25% of total assessment
April 15:	15% of total assessment

The Board of Directors may set a different payment schedule to accommodate capital, if sufficient monies would not otherwise be on hand for such purchases.

A five (5) % late charge shall be imposed upon assessment payments not received by the Authority within thirty (30) calendar days following the scheduled dates for payment. An additional five (5) % shall be imposed if payment is not made within an additional thirty (30) calendar days. If an assessment, including late charges, is not paid in full within seventy-five (75) calendar days following any scheduled due date, the Party shall be in default and subject to immediate and automatic termination in accordance with Section 9 (A) of this Agreement.

E. Budget Authority of General Manager

The General Manager for the Authority has the authority to fully implement the approved budget. However, the General Manager may not exceed the personnel staffing authorized in the budget, either in number, position classification or salary. In addition, the General Manager may not alter the capital budget, utilize the reserve contingency or increase the total amount of the approved expenditure budget without the approval of the Board of Directors.

The General Manager may recommend expenditures for approval separate from the budget process, in which case the approval of the Board of Directors is required prior to any actual expenditure. The General Manager may also seek authorization from the Board of Directors for budgetary transfers or adjustments as necessary.

Section 7. Personnel

A. General Manager

The General Manager is authorized to act on the behalf of the Board of Directors in all matters of personnel administration, given the positions and funding authorized by the Board of Directors in the Authority's annual budget.

This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions and terminations.

B. Supervisory and Operations Positions

The Authority may employ supervisory and operations staff as deemed necessary. All positions must be Board authorized and funded in the Authority's annual budget.

The Authority may utilize the service of a personnel director of any of the Parties to create any needed class specifications or address other personnel matters.

The General Manager shall first offer the opportunity of employment to incumbent, full time permanent communications dispatchers currently employed by the Parties.

Section 8. Term of Agreement

This agreement shall become effective as of the date hereof and shall be binding upon all parties hereto until the close of the thirty-five (35) full fiscal year following said effective date, and shall thereafter continue in full force and effect until such time as the parties agree to modify or terminate the agreement, in the manner set forth in Section 10.

Section 9. Termination, Withdrawal

A. Termination

Each Party shall remain a party to this agreement and share in the costs of start up and operation of the facility, until the close of the thirty-five (35) full fiscal year following the date of this agreement. If, in the interim, a Party defaults on payment of any assessment as defined in Section 6, or otherwise breaches this agreement, such Party shall be automatically terminated as a party to this agreement. The terminated Board member remains liable for the defaulted payment and late charges for the balance of the year's assessment, and for assessments for years remaining in the minimum thirty-five (35) year term of the agreed participation. Such subsequent assessments will be determined as if the terminated Party were still a party to the agreement; the assessment will be due and payable in full on the first day of the fiscal year for which it is levied.

After expiration of the thirty-five (35) full years of participation, any Party defaulting on payment shall be automatically terminated and shall be liable for any defaulted payments and late charges.

B. Withdrawal

A Board member may withdraw as a party to this agreement without penalty commencing on the first month of the thirty-fifth (35<sup>th</sup>) full fiscal year following the date of this agreement, or on any last day of the fiscal year thereafter, with one

hundred fifty (150) work days prior notice to the Authority. Such withdrawing Party shall perform all obligations under this agreement until the noticed date of withdrawal.

C. Legal Redress

The Authority retains the right to seek legal redress, if necessary, to obtain payment on amounts due. A terminated Board member which withdraws forfeits any claim to any assets of the Authority.

Section 10. Dissolution

After the close of the thirty-fifth (35<sup>th</sup>) full fiscal year following the date of this agreement, the agreement shall terminate and the Authority thereby dissolves if the parties unanimously agree to terminate the agreement. Dissolution shall only be effective upon the last day of the fiscal year, but shall in no event be effective until the requirements of Section 11 are met.

Section 11. Disposition of Assets

A. Process

This agreement may not be terminated or disposition of assets made to the Parties until the agreement until the Authority reasonably exhausts all means of collecting any monies due the Authority, and identifies and satisfies all obligations and liabilities of the authority. The Board of Directors must formally accept a final accounting prepared by the controller before any final disposition of net assets may be made and termination of the Agreement consummated.

B. Asset Ownership

If the cause for termination was reduction of the number of Parties to the agreement to less than three (3), or by mutual agreement, the total dollar amount of the net assets shall be apportioned among such parties according to the relative assessments paid by those Parties during the previous five (5) year term of the Agreement.

C. Debt Obligation

If the authority issues debt, each Party at the time of the issuance is responsible for their share of the annual debt service payment regardless whether they have withdrawn as a member Party.

## Section 12. Amendment to Agreement

The agreement may be amended only by a unanimous vote of the parties of the agreement. Any proposed amendment shall be formally directed to the Board of Directors. The Board of Directors shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each Party to the agreement. The proposal shall be accompanied by a copy of the proposed amendments to the agreement, which shall be adopted, properly executed and returned to the Board of Directors if the Party concurs with the amendment. The Secretary shall notify each Party of the resultant action.

## Section 13. Additional parties to Agreement

Parties, as defined in the Act, which are not Parties in this agreement, may become Parties hereto only by amendment to this agreement as defined in Section 12 and subject to the following terms and conditions:

- A. The existing Board of Directors shall determine a buy-in fee for long term fixed assets (capital expenditures) and associated debt owned by the Authority at the time of the buy-in.
- B. The effective date of the amendment to this agreement and inclusion as an additional Party shall only occur on the first day of the fiscal year. Such public agencies which become parties hereto shall be entitled to all rights and obligations of the Authority and shall become Board members as defined in this agreement.

## Section 14. Severability

Should any part, term, portion or provision of this agreement, or the application thereof to any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

## Section 15. Successors

This agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

## Section 16. Notice of Creation

A notice of the creation of the Authority by this agreement shall be filed by the Authority which the Secretary of State, pursuant to Section 6503.5 of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed and attested by their proper officers hereunto duly authorize, and their official seals to be hereto affixed, as of the day and year first above written.

_____	CITY OF CAPITOLA
Approved as to form _____	CITY ATTORNEY
_____	CITY OF SANTA CRUZ
Approved as to form _____	CITY ATTORNEY
_____	COUNTY OF SANTA CRUZ
Approved as to form _____	COUNTY COUNSEL
_____	CITY OF WATSONVILLE
Approved as to form _____	CITY ATTORNEY