

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approval of the Joint Exercise of Powers Agreement; San Joaquin County Fire Radio Users Authority

MEETING DATE: February 5, 2003

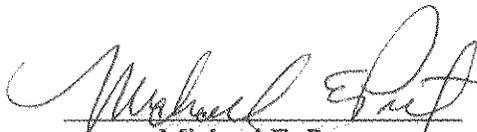
PREPARED BY: Michael Pretz, Fire Chief

RECOMMENDED ACTION: That Council approves the agreement.

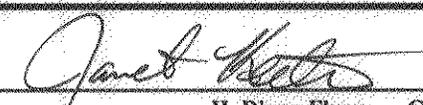
BACKGROUND INFORMATION: In July of 2001 the City of Lodi entered into an agreement with the City of Stockton to provide fire dispatching services through the Stockton Regional Emergency Communications Center. Moreover, the Lodi Fire Department participates as a member of the Joint Radio Users Group. The User Group fosters cooperation and serves as a vehicle to evaluate joint operations as they pertain to the radio communications. As a participant in the county-wide consortium, the Lodi Fire Department pays for upgrading equipment, replacement of equipment and maintenance costs in addition to emergency dispatching services. Funding for these activities is already a part of on-going budgets.

The intent of this agreement is to formalize the relationship between the Joint Radio User participants in order to provide a mechanism for maintenance, repair, upgrade, and replacement of radio equipment. Prior to this agreement these activities were carried out through the Waterloo-Morada Fire District. We ask for Council approval and to direct the City Manager to sign the agreement. The signature page is currently in circulation between the signing entities.

FUNDING: None


Michael E. Pretz
Fire Chief

APPROVED: _____


H. Dixon Flynn -- City Manager

**JOINT EXERCISE OF POWERS AGREEMENT
SAN JOAQUIN COUNTY FIRE RADIO USERS AUTHORITY**

THIS AGREEMENT is made this _____ day of _____, 200~~2~~³ by and among the Escalon Consolidated Fire Protection District (ESL), the Ripon Consolidated Fire Protection District (RIP), the Farmington Rural County Fire Protection District (FAR), the Linden-Peters Rural County Fire Protection District (LPE), the Clements Rural County Fire Protection District (CLE), the Woodbridge Rural County Fire Protection District (WOO), the Delta Fire Protection District (DFD), the French Camp-McKinley Rural County Fire Protection District (FRC), the Liberty Rural County Fire Protection District (LIB), the Mokelumne Fire Protection District (MKE), the Colleeville Fire District (CGV), the Waterloo-Morada Rural County Fire Protection District (WMR), the Thornton Rural County Fire Protection District (THO), the Montezuma Fire Protection District (ZUM), the Lodi Fire Department (LOD), collectively call the "California Fire Protection Districts", as follows:

Recitals

- A. The Members have determined that a joint use of a Central Communication Network reduces the costs that would otherwise be incurred by each Party.
2. The Members have determined that through a formal Agreement, they should fund the costs associated with maintaining, upgrading, and replacing the equipment necessary to operate a Communications Network with costs shared by the Parties that utilize the emergency Communication Equipment.
3. The Members have determined that joint use of a Central Communication Network is also intended to foster cooperation among the Parties and to serve as a vehicle for evaluating other opportunities for joint operations.
4. The Communications Center at 110 W. Sonora Street, Stockton, CA was constructed and is owned by the City of Stockton. Ownership of real property and facility housing the Stockton Communications Center will remain solely with the City of Stockton and is not a subject of this agreement.

**Article I
Definitions**

- 1.01 For the purpose of this Agreement, the words or terms specified in this section shall have the following meanings:
- 1.02 "Authority" shall mean a public entity known as "San Joaquin County Fire Radio User Authority" which is separate and apart from its Members.
- 1.03 "Board" shall mean the Board of Directors of the Authority also referred to as the San Joaquin County Fire Radio Users Authority Board.
- 1.04 "Central Communication Network" shall mean the centralization of emergency equipment for Members use.

- 1.05 "Capital Improvement Project" shall mean the acquisition of any piece of Communications Equipment.
- 1.06 "Communications Center" shall mean that portion of any structure or physical facility that house Communication Equipment and/or Communication Center Staff.
- 1.07 "Communications Equipment" shall mean all electronic equipment, including telephones, telephone lines, radios, computers and software located within, or connected to, the Communications Center and utilized for the fire or rescue-related emergency communications of any Parties.
- 1.08 "Member" shall mean any entity that is a signatory to this Agreement upon its effective date or becomes a subsequent signatory to this Agreement.
- 1.09 "Communications Center Staff or Staff" shall mean all personnel employed by or as agents of the City of Stockton performing services related to the operations and maintenance of the Stockton Communication Center.
- 1.10 "Fiscal Year" shall mean the twelve-month period commencing July 1 and concluding June 30.

Article II
Creation of Authority

- 2.01 Pursuant to Government Code Section 6500 et seq. there is hereby created a public entity to be known as "San Joaquin County Fire Radio User Authority" which shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Article III
Purpose and Powers

- 3.01 The primary purpose of this Agreement is to provide for the maintenance, repair, upgrade and replacement of the Communication Equipment. This Agreement is intended to provide a formal mechanism by which the Authority can fund these activities to provide the highest level of emergency communications services.
- 3.02 The Authority shall have the power to do any of the following:
1. To make and enter into contracts for the purpose of maintenance and repair of communications equipment owned by the Authority;
 2. To retain the services of fire suppression specialist, emergency communications consultants and such other persons, agencies or companies with specialized knowledge or ability capable of assisting the Authority in achieving the purpose of this Agreement;
 3. To acquire, hold or dispose of property by any lawful means;

4. To receive gifts, contributions, grants and donations of property, funds, services and other forms of assistance from any person, firm, entity, corporation or public agency;
 5. To apply for any grant or grants offered in conjunction with any federal, state or local program that is in any way related to the purpose of this Agreement.
- 3.03 The powers of the Authority shall be exercised in the manner provided in Government Code Section 6509 and to the restrictions upon the manner of exercising such powers that are imposed upon the Fire Protection Districts operation under the Fire Protection District Law of 1987 in the exercise of similar powers.

Article IV Fair Share Funding

- 4.01 Each Member shall pay their fair share of the costs to implement this Agreement. Each Member agrees to the following:
- 4.02 Using historical data to determine the number of incidents, each Member will pay a percentage of the costs to repair and maintain the equipment based on their percentage of the total incidents.
- 4.03 Using historical data to determine the number of incidents, each Member will pay a percentage of the costs based on their percentage of the total incidents to replace, upgrade and add communication equipment as necessary and determined by action of the Board. The Board will set an amount to be collected in anticipation of the needs and each Member will contribute their portion to a fund established and controlled by the Board.
- 4.04 Using historical data to determine the number of incidents, each Member will pay a percentage of the cost to administer the funds listed above. Administrative cost will be 2% of the total of funds described in "A" and "B" above.
- 4.05 The secretary will send billings to each Member on a monthly schedule. Billings will be sent thirty (30) days prior to the due date. Payment will be due within fifteen (15) days prior to the month of service. The invoice will include information on the amounts billed for maintenance of equipment, capital improvement and administrative costs. Initial billing will be sent within thirty (30) days of the initiation of this Agreement.
- 4.06 In the event emergency repairs or replacement of communication equipment become necessary and the costs exceed the available funds, each Member will be assessed an additional amount using historical data to determine the number of incidents and each Member paying a percentage of the additional cost.

Article V
Communications Equipment

- 5.01 Certain communications equipment was acquired by the joint efforts of all Members listed in this Agreement.
- 5.02 Ownership of this existing equipment shall remain with the Authority as listed in this Agreement. If a Member elects to withdraw from this Agreement that Member will forfeit their claim to any and all equipment and any equipment acquired by the Authority during the life of this Agreement.
- 5.03 Ownership of the equipment existing as of the date of termination of this Agreement or at the end of its useful life shall vest with the Authority and shall be disposed of as set forth in Article X.
- 5.04 The Authority shall maintain and repair all communications equipment. The Board shall enter into contractual agreement with an agency, company, firm or other identified resource to provide the maintenance. Funds for the contract will be acquired as described in Article IV.
- 5.05 The Authority shall upgrade, replace or add communications equipment as necessary and upon the determination of the Board. Funds for these purchases will be acquired as described in Article IV.
- 5.06 Each Member shall be responsible to maintain, upgrade, replace or add communications equipment to its own agency as needed. Examples of equipment that each agency shall be responsible for include, but is not limited to, mobile radios, portable radios, pagers and station base radios.
- 5.07 Prior to any Member installing equipment that may cause other Members additional costs or may alter the policies and procedures of dispatch, the Member shall present the proposal to the Board and receive approval.
- 5.08 Each Member will be required to maintain a back-up emergency dispatch system that, in the event the Communications Center system becomes disabled or inoperative, will allow each Member to provide alternative emergency communications services within that Member's jurisdiction.

Article VI
Governing Body

- 6.01 The Authority shall be administered by a Board of Directors. The Board shall consist of one representative from each agency listed as a party to this Agreement, each representative to serve at the pleasure of its appointive governing body. The Board shall be called the "San Joaquin County Fire Radio Users Authority Board". All voting power of the Authority shall reside in the Board.
- 6.02 The Board shall provide for calling and conducting its regular meetings and special

meetings, in accordance with the Ralph M. Brown Act, Government Code Section 54950 et seq.

- 6.03 The secretary shall cause to be kept summary minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the summary minutes to be forwarded to each Director and to each of the Members.
- 6.04 Each Director shall have one vote.
- 6.05 A quorum of the Board for the convening of any meeting shall consist of a majority of all Directors. An affirmative vote of at least a majority of the quorum shall be required for any action of the Board
- 6.06 The Board may adopt, from time to time, such bylaws and regulations for the conduct of its meetings as are necessary for the purposes herein.

Article VII Officers and Committees

- 7.01 The Board shall elect a President, Vice President, Treasurer and Secretary from among the Directors.
- 7.02 President shall sign all contracts authorized by the Board and shall represent the Board as directed by the Board and perform such other duties as may be imposed by the Board;
- 7.03 The Vice President shall perform all of the President's duties in the absence of the President;
- 7.04 The Treasurer/Auditor shall be responsible for the Authority billings; collection of Authority money and pay all sums due from the Authority and perform those duties as outlined by the Board; and
- 7.05 The Secretary shall countersign all contracts signed by the President or Vice President on behalf of the Authority, perform such other duties as may be imposed by the Board.
- 7.06 The Board will consist of the officers listed in Section 7.01. In addition, the President will appoint committees and/or Task Forces as necessary. Required Committees/Task Forces are identified with an asterisk (*): Committee Task Forces are:
 - 1. Budget Committee*
 - 2. Maintenance Committee*
 - 3. Capital Improvement Committee*
 - 4. Policy and Procedure Committee
 - 5. Election Committee
 - 6. Special Project Task Force
 - 7. Ad Hoc Committees as needed.

- 7.07 The Authority Treasurer shall be the depository, shall have custody of all the money of the Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Government Code Sections 6505 and 6505.5. The Authority Treasurer shall be responsible for receiving quarterly reports from the Secretary and verifying the balance of this report with respect to the balance as maintained by the records of the Authority Auditor.
- 7.08 The Authority Auditor shall have the duties and obligations of the Auditor set forth in Government Code Sections 6505 and 6505.5. The Authority Auditor shall assure strict accountability of all receipts and disbursements of the Authority and shall make arrangements with a certified public accountant or firm of certified public accounts for the annual audit of accounts and records of the Authority.
- 7.09 Pursuant to Government Code Section 6505.1, the Authority Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Article VIII Accounts and Reports

- 8.01 The Authority Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the public and representatives of the Members. The Auditor, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members.
- 8.02 The Authority Treasurer shall receive, have the custody of and disburse Authority funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement, or to carry out any of the provisions or purposes of this Agreement.
- 8.03 The Authority Board shall adopt an annual budget to include the costs of maintenance, upgrade, replacement and additions to the emergency communications equipment. With the exception of the first year, the Budget Committee will present the proposed budget to the Board for adoption by May 1 of each year.

Article IX Insurance

- 9.01 There must remain in full force and effect a comprehensive general liability policy of insurance naming the Authority as insured for life of this Agreement. Amount of such policy shall be no less than 1 million (1,000,000.00) combined single limit per occurrence for bodily injury including personal injury and property damage.
- 9.02 During the entire term of the contract, the Authority shall obtain and maintain in full force and effect Director liability insurance. Policy limits of said insurance shall be no less than _____ combined single limit per occurrence.

Article X

Term; Withdrawal; Termination; Breach

- 10.01 The Authority may accept new members at any time. The agency requesting to be part of this Agreement will make a written application to the Board stating the appropriate information that will allow the Board to make a decision on the request. The Board will meet and have the request on a written agenda, identified as an action item and sent to all current Members. New Members may be required to contribute funds and/or resources to the Authority by the Board.
- 10.02 The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority and not those of the individual Members. The Authority shall defend, indemnify, and hold harmless, the Members, their officers, agents and employees.
- 10.03 A Member may withdraw from the Authority at the end of any Fiscal Year by giving written notice of its intentions to terminate to the Board no later than December 31 prior to the termination of the Fiscal Year in which the Member intends to withdraw. Withdrawal of a Member, however, shall not relieve the withdrawing Member of their funding responsibility. A Member who voluntarily withdraws will forfeit any rights and claims on funds and resources under the control of the Authority.
- 10.04 Upon the termination of this Agreement, the disposition of any assets under the control of the Authority will be dispersed in a manner determined by the Board. After satisfying any and all debts and obligations, any funds remaining under the control of the Authority will be dispersed to the Members. Using historical data to determine the number of incidents and the percentage of the total for each Member Agency, any remaining assets will be returned to each Member based on that data.
- 10.05 The Board shall have the authority to terminate the Membership of any Member in the event the Member breaches its duties pursuant to this Agreement. Breach of duties will include, but are not limited to, failure to pay any assessment described in this Agreement. The President will notify the Member of the breach and allow the Member sixty (60) days to correct the breach. If the Member does not cure the violation within the allotted time, the President will bring the violation to the Membership Committee for review. The Policy and Procedure Committee will investigate the charges and make a recommendation to the Board at a meeting with a written agenda, listing the item as an action item. If the majority of the Board votes to terminate, the President will notify the Member within thirty (30) days of the action taken by the Board. Termination of the Membership shall not relieve the terminated Member of its proportionate share of any debts or other liabilities incurred by the Authority prior to the effective date of such termination, or any liabilities imposed upon or incurred by the Member pursuant to this Agreement prior to the effective date of such termination. The termination shall result in the forfeiture of all rights and claims of the terminated Member to any funds or resources controlled by the Authority.