

AGREEMENT NO. 08-001

**JOINT POWERS AGREEMENT
OF THE
YOLO EMERGENCY COMMUNICATIONS AGENCY
JOINT POWERS AGENCY**

1. This Amended Agreement is entered into this 1st day of January, 2008, by all cities and/or counties whose authorized mayoral or chair's signature is included on the signature page, representing their individual and respective public entity, mutually promise and agree as hereinafter set forth. This Agreement amends and supersedes the previous Joint Exercise of Powers Agreement Establishing Yolo County Communications Emergency Service Agency dated June 21, 1988.
2. PURPOSE. Each of the parties to this agreement, and such other entities as shall later join; possess some or all of the following powers:
 - 2.1 To provide a 911 public safety answering point;
 - 2.2 To provide dispatch and records management services for police, fire, medical, animal control, public works other governmental functions and to do all acts proper and necessary in the accomplishment of the same including assessing and collecting fees, taxes, assessments and/or special assessments as allowed by law;
 - 2.3 To install, provide equipment, service, engineer, maintain and repair public safety radio communications infrastructure used by member agencies;

- 2.4 To engineer and approve any equipment made a part of or joined to the public safety radio communications system of YECA or member agencies.

The purpose of this agreement is to exercise such powers jointly in the manner set forth in this agreement.

3. CREATION OF AUTHORITY. Pursuant to Government Code § 6500, et seq. (herein called the “Law”), and upon the effective date of this Agreement, there is established the YOLO EMERGENCY COMMUNICATIONS AGENCY (hereinafter referred to as “YECA” or “Agency”), a separate and distinct public entity which has the authority to exercise the common power provided for in this agreement and to administer or otherwise implement this agreement. The new name of this Agency (YOLO EMERGENCY COMMUNICATIONS AGENCY) is a change in name only and the Agency is a continuation of the YOLO COUNTY COMMUNICATIONS EMERGENCY SERVICE AGENCY subject to the terms and conditions of this Agreement.

4. BOARD.

YECA shall be governed by the Governing Board, hereinafter referred to as “Board” comprised of one member appointed by the governing body of each party to this agreement to serve at the pleasure of each appointing governing body. Each such governing body shall also appoint an alternate to serve on the Board in the absence of that governing body’s regular board member.

A quorum of the Board shall consist of members representing at least a majority of the parties, except that less than a quorum may adjourn a meeting.

At its first meeting in each fiscal year, the Board shall elect a new Chairperson and Vice-Chairperson. The Board has established and shall maintain a set of bylaws, which are consistent with the applicable laws and terms of this Agreement.

Each Board member and each party shall receive a copy of the bylaws. The Board may adopt additional bylaws or regulations, which are not inconsistent either with the applicable law or with this agreement. The Executive Director shall promptly send to every Board member and to every party each bylaw amendment after its adoption by the Board.

At any meeting, including its organizational meeting, the Board may consider such matters, as it deems proper for carrying out the purpose of this Agreement, provided that the Board complies with the requirements of the Ralph M. Brown Act (Government Code §§ 54950 et seq.).

Action by the Board shall be valid and binding when a majority of all members vote accordingly.

5. POWERS AND FUNCTIONS. YECA shall have the common power of the parties as set forth in Section 2 above, and in the exercise of the power under this Agreement, YECA is authorized in its own name to:

5.1 Employ agents and employees, establish salaries and benefits, and contract for professional services;

5.2 Make and enter into contracts;

- 5.3 Incur debts, obligations, and liabilities; provided, however, the debts, obligations and liabilities incurred by YECA shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- 5.4 Acquire, hold and convey, construct, manage, maintain and operate buildings and improvements;
- 5.5 Accept contributions, grants or loans from any public agency, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing the planning, acquisition, construction, maintenance, or operation of facilities and/or services. YECA may also accept contributions, grants, or loans from other than the foregoing sources;
- 5.6 Invest surplus money in the County Treasury, as provided in Section 10 of this agreement, that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code;
- 5.7 Purchase insurance, join insurance pooling programs and/or develop and maintain a self-insurance reserve;
- 5.8 Do all other acts reasonable and necessary to carry out the purpose of this Agreement; and
- 5.9 Sue and be sued.

- 5.10 Render communication services and other assistance to the Yolo County Office of Emergency Services (OES) and to state or federal emergency agencies at the request and direction of the OES or County Administrator in emergency situations. YECA shall be held strictly accountable for all funds received by, held and disbursed by it.
- 5.11 Assess and collect fees, taxes, assessments and/or special assessments as allowed by law.
- 5.12 The powers to be exercised by YECA are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of Yolo in the exercise of similar powers.
- 5.13 YECA shall be held strictly accountable for all funds received held and disbursed.

6. EXECUTIVE DIRECTOR. The Board shall select an Executive Director who shall serve at its pleasure or upon the terms prescribed by it under the rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- 6.1 To lead and coordinate the technical administrative responsibilities of YECA and to be responsible to the Board for proper administration of all affairs of YECA.
- 6.2 To appoint, assign, supervise and discipline, up to and including termination, YECA employees, subject to the Personnel Rules adopted by the Board.

- 6.3 To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board and be responsible for their administration after adoption by the Board.
- 6.4 To formulate and present to the Board plans for communications and emergency facilities and/or services within the Agency and the means to finance them.
- 6.5 To supervise the planning, acquisition, construction, maintenance and operation of the communications and emergency services facilities or services of the Agency.
- 6.6 To attend all meetings of the Board and act as the secretary of the Board or designate an Agency staff member to act as secretary of the Board.
- 6.7 To execute transfers within major budget units, as long as the total expenditures of each major budget unit remains unchanged.
- 6.8 To act as purchasing agent and to purchase or contract for goods, equipment or services consisting less than \$10,000 per order and to purchase fixed assets approved in the budget, without obtaining specific Board approval, as long as such expenditures are accommodated in the adopted budget. The YECA Board shall have the authority to increase this limit by a majority vote.
- 6.9 To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

7. YECA PERSONNEL.

7.1 All YECA personnel shall be employees of YECA and eligible for membership in CALPERS (California Public Employees Retirement System).

7.2 All YECA personnel shall be subject to the Personnel Rules adopted by the YECA Board, all personnel policies and procedures implemented by the Executive Director and shall receive compensation and benefits as directed by the YECA Board.

8. FINANCING AND BUDGET. The fiscal period of the Agency shall be the year beginning July 1 and ending June 30. For each fiscal year, capital and operating budgets shall be proposed and adopted which are consistent with the funding ability of the member jurisdictions.

9. BUDGET AND CONTRIBUTIONS.

The procedure for adopting budgets is as set forth in this subsection.

9.11 The Executive Director shall propose an operating budget and capital budget to the Board on or before March 1 of each year.

9.12 After considering the proposed budgets, the Board shall, by the vote of members representing each party, adopt an operating budget and a capital budget.

9.121 The contribution of each party to the operating and capital budget shall be determined by the Board of YECA passed by majority vote. The

contributions determined by the Board of YECA for each member entity shall reasonably reflect the share of costs incurred by YECA as a result of providing services to the particular member entity. The Board of YECA may adopt a formula or any other reasonable method for determining the respective contribution of each member entity.

Budgetary changes during the year may be approved by the Board through a simple majority vote, if the action does not increase any party's contribution. In the event that a budgetary change increases the contribution of any party, such change shall be subject to concurrence of the member representing that party.

Each party shall deposit its share of total party funding contributions with YECA in quarterly installments before the first day of each quarter, based on quarterly billing by the Executive Director. The quarter billing shall represent contribution for the following quarter for dispatch, 911 and emergency services service and for actual equipment service already received.

If a party is delinquent in paying the YECA and YECA financial obligations cannot be met as a result thereof, YECA may borrow such funds and the delinquent party shall be responsible to reimburse YECA for the delinquent amount plus finance charges and administrative expenses incurred in order to obtain the loan.

10. COUNTY SUPPORT SERVICES: TREASURER, AUDITOR, AUDIT.

Pursuant to the requirements of Section 6505.5 of the Government Code, the Treasurer of Yolo County is designated to be the depository and to have custody of all YECA funds, from whatever source, and to perform the following functions:

- 10.11 Receive and receipt for all money, including weekly checks resulting from collection services, for the YECA and place it in the Treasury of the County of Yolo to the credit of YECA;
- 10.12 Be responsible upon the Treasurer's official bond for the safekeeping, investment and disbursement of all YECA money so held;
- 10.13 Pay any sums due from the YECA or its assigns from YECA or any portion thereof, only upon warrant of the public officer performing the functions of auditor or controller who shall be so designated pursuant to this Agreement; and pursuant to the requirements of Section 6505.5 of the Government Code, the Auditor of County shall perform the functions of auditor/controller. The Treasurer shall draw warrants to pay demands against the YECA when the demands have been approved by the YECA.

There shall be strict accountability of all funds and the Auditor of County will report to the YECA all receipts and disbursements. In

addition, Auditor of County will either make, or contract for, an audit of the accounts and records at least annually, as prescribed 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 the auditor shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party. County data processing services relative to financial accounting shall be provided.

The rate for said services shall be negotiated prior to the adoption of the operating budget for each fiscal year and be generally consistent with the cost allocation system established for other County departments.

In lieu of the designation of a treasurer and auditor as set forth above, the Board may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code.

In the event the Board designates its officers or employees to fill the functions of treasurer or auditor, or both, such officers or employees shall cause an independent audit to be made by a certified public accountant in compliance with Section 6505 of the Government Code.

11. COUNTY SUPPORT SERVICES: OTHER.

11.1 The County of Yolo shall provide the following support services to YECA at rates agreed upon by the County and YECA:

Legal counsel, general services, garage services, office space, fueling services, parking, utilities, administrative support, personnel, payroll and other County support services. This section shall not prohibit YECA from seeking or obtaining such services from entities other than the County of Yolo.

12. 911 SERVICE. YECA may enter into any agreements with telecommunications providers or government entities necessary to the provision of 911 emergency services and the operation of a PSAP.

13. TRANSFER OF ASSETS. In addition, the County of Yolo hereby grants a YECA a license to occupy the Communications Center located at 35 North Cottonwood Street, Woodland, California, as is devoted to functions assumed by YECA so long as the County of Yolo is a party and subject to payment to the County for any services provided.

14. FREQUENCIES. Each party shall turn over to YECA for licensure or co-licensure as legally appropriate or required all public safety radio frequencies and licenses for the purposes of carrying out the provisions of this Agreement.

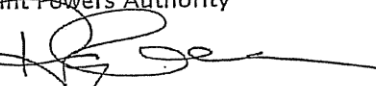
15. DEBTS AND LIABILITIES. The debts, liabilities, and obligations of the Agency shall not be debts, liabilities or obligations of the parties to this Agreement.
16. INDEMNITY. The Agency shall indemnify, defend and hold harmless the parties hereto and their officers, agents, servants, and employees free from any and all claims, losses, costs or liability resulting to any person, firm or corporation or any other public or private entity for damages of any kind, including, but not limited to, injury, harm, sickness or death to persons and/or property from any cause whatsoever arising from or in any way connected with the performance and exercise of its powers.
17. TERM OF THE AGREEMENT. This agreement shall become effective on the day and year first above written and shall continue in force until the effective date of the withdrawal of the last party or action of the governing body of each party.
18. WITHDRAWAL OF PARTIES. Any party may withdraw upon no less than three (3) years' prior written notice to the Board. The withdrawing party shall continue to be financially responsible for its share of financial obligations and liabilities incurred prior to the withdrawal date. Upon such withdrawal, no withdrawing party shall be entitled to any distribution or withdrawal of property or funds.
19. TERMINATION OF THE AGREEMENT. Upon the cancellation of this Agreement, its purposes shall be deemed completed and any surplus money on hand shall be returned to parties in proportion to the contributions made.

20. AMENDMENTS. This agreement may be amended by an agreement in writing adopted by each party.
21. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
22. SEVERABILITY. Should any part, term or provision of this Agreement be finally decided to be in conflict of any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement the parties intended to enter into in the first instance.
23. NEW PARTIES. New parties may join this agreement, provided that the existing parties vote unanimously to accept the new party, the new party is a public agency and subject to any conditions established by the Board upon which the new membership shall be approved.

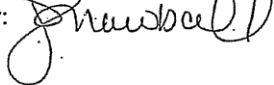
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers duly authorized as of the day and year first above written.

[SIGNATURES FOLLOW]

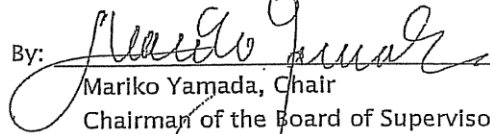
YOLO EMERGENCY
COMMUNICATIONS AGENCY,
a Joint Powers Authority

By: 
Raymond A. Groom
Chairman of the Board, YECA

ATTEST:
Secretary to the Board, YECA

By: 

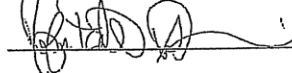
COUNTY OF YOLO, a political subdivision
Of the State of California

By: 
Mariko Yamada, Chair
Chairman of the Board of Supervisors

ATTEST:
CLERK OF THE BOARD OF SUPERVISORS

By:  Deputy


APPROVAL AS TO FORM:


Robyn Drivon
COUNTY COUNSEL
COUNTY OF YOLO

CITY OF WOODLAND, a municipal Corporation

By: [Signature]
Mayor



ATTEST:

[Signature]

CITY CLERK

APPROVAL AS TO FORM:

[Signature]

CITY ATTORNEY
CITY OF WOODLAND

CITY OF WEST SACRAMENTO, a municipal corporation

By: [Signature]
Mayor

ATTEST:

[Signature]

CITY CLERK

APPROVE AS TO FORM:

[Signature]

CITY ATTORNEY
CITY OF WEST SACRAMENTO

CITY OF WINTERS, a municipal corporation

By: [Signature]
Mayor

ATTEST:

[Signature]
CITY CLERK

APPROVAL AS TO FORM:

[Signature]

CITY ATTORNEY
CITY OF WINTERS