



# Sacramento Regional Fire/EMS Communications Center

10230 Systems Parkway, Sacramento, CA 95827-3007

(916) 228-3070 – Fax (916) 228-3079

## A G E N D A

**1:00 p.m.**

**Friday, January 15, 2016**

### **SPECIAL GOVERNING BOARD WORKSHOP: 3<sup>rd</sup> Amended JPA Agreement**

**Sacramento Metropolitan Fire District  
10545 Armstrong Ave - Board Chambers  
Mather, CA 95655-4102**

**Call to Order** Chairperson

**Roll Call Member Agencies** Secretary

#### **Pledge of Allegiance**

**AGENDA UPDATE:** An opportunity for Board members to remove agenda items that are not ready for presentation and/or action at the present Board meeting.

**PUBLIC COMMENT:** An opportunity for members of the public to address the Governing Board on items within the subject matter jurisdiction of the Board. Duration of comment is limited to three minutes.

#### **PRESENTATION/INFORMATION:**

1. Joint Powers Authority Agreement and the Authority Granted to Board Representatives and Alternates by the Agreement Page 3-19

#### **CORRESPONDENCE:**

1. Letter From Evert W. Palmer, City Manager, Appointing Division Chief Chad Wilson, City of Folsom Fire Department, Alternate Representative to the Sacramento Regional Fire/EMS Communications Center Joint Powers Authority Governing Board. Page 20

#### **ADJOURNMENT:**

The next Regular Board Meeting is January 26, 2016

Location: Sacramento Metropolitan Fire District 10545 Armstrong Ave, Mather, CA 95655-4102; Board Chambers – Rooms 384-385

Time: 9:00 a.m.

Distribution: Board Members, Alternates and Chiefs

Posted at: Administration Office

#### **DISABILITY INFORMATION:**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Chief Executive's Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

\* INDICATES NO ATTACHMENT

**POSTING:**

This is to certify that on January 13, I posted a copy of the agenda:

- At 10230 Systems Parkway, Sacramento, CA 95827
- on the Center's website which is: [www.srfecc.ca.gov](http://www.srfecc.ca.gov)
- 10545 Armstrong Ave, Mather, CA 95655-4102

This is to certify that I posted a copy of the agenda at 10230 Systems Parkway on January 13, 2016.



Clerk of the Board

*\*INDICATES NO ATTACHMENT*

**RESOLUTION NO. 05-14**

**BEFORE THE GOVERNING BOARD OF THE  
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER**

**RESOLUTION TO ACKNOWLEDGE APPROVAL BY THE SACRAMENTO  
REGIONAL FIRE/EMS COMMUNICATIONS CENTER MEMBER AGENCIES  
of the  
THIRD AMENDED JOINT POWERS AGREEMENT**

**RECITALS**

1. The Sacramento Regional Fire/EMS Communications Center (“SRFECC” or “Center”) is a Joint Powers Authority (“JPA”) established pursuant to Government Code sections 6500, *et seq.*
2. The Center is governed by, and operates under, the Second Amended Joint Powers Agreement, dated March 1, 2001 (“Second Amended JPA”). Section 18.A of the Second Amended JPA allows for its amendment.
3. Recognizing that certain provisions of, and exhibits to, the Second Amended JPA had become outdated, this Governing Board previously directed counsel to prepare a Third Amended Joint Powers Agreement (“Third Amended JPA”).
4. A public Board workshop was held on March 7, 2014 to review and discuss the draft Third Amended JPA. Representatives of the Member Agencies were present at the workshop. Recommended revisions to the “draft” of a Third Amended JPA were made and were reviewed by this Governing Board. The Third Amended JPA is Attachment #1 to this Resolution.
5. On March 25, 2014, the Center Governing Board passed Resolution No. 02-14 to recommend approval of the Third Amended JPA by the Member Agencies.
6. All of the Member Agencies have consented to the amendment of the Second Amended JPA and no Member Agency has chosen to withdraw from the Center.
  - 6a. Each Member Agency has provided documentation to evidence of that Agency’s approval of the Third Amended JPA.
  - 6b. Center’s legal counsel has reviewed the documentation submitted by the Member Agencies, and has determined that it is sufficient to evidence that each Member Agency’s governing body approved the Third Amended JPA prior to July 1, 2014.
7. Section F of the Third Amended JPA provides that it shall become effective on the July 1st following approval by the governing body of each of the Member Agencies.

**RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the preceding Recitals, the Governing Board of the Center acknowledges that the Third Amended Joint Powers Agreement (*see Attachment #1*) became effective on July 1, 2014.
2. The Chief Executive Director, or her designee, is directed and authorized to execute the Third Amended JPA, file the Third Amended JPA with the California Secretary of State and with the California State Controller within 30 days of July 1, 2014, and take such actions and execute such documents as are necessary to effect the intent of this Resolution.

THIS RESOLUTION was duly passed and adopted by the Governing Board of the Sacramento Regional Fire/EMS Communications Center at a special meeting held on the 10<sup>th</sup> of July, 2014, by the following roll call vote:

AYES: Cosumnes, Folsom, Sacramento City, Sacramento Metro

NOES: ∅

ABSENT: ∅

Signed and Approved by me after its passage.

  
\_\_\_\_\_  
Chairperson of the Governing Board

ATTEST:

  
\_\_\_\_\_  
Secretary to the Governing Board

"THIRD AMENDED" JOINT POWERS AGREEMENT  
TO ESTABLISH, OPERATE, AND MAINTAIN A PUBLIC  
SAFETY COMMUNICATIONS CENTER

THIS THIRD AMENDED JOINT POWERS AGREEMENT ("Agreement") replaces and supersedes the Joint Powers Agreement, dated January 1, 1981, the First Amended Joint Powers Agreement, dated May of 1994, and the Second Amended Joint Powers Agreement, dated March 1, 2001.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below and the mutual benefits to be derived therefrom, each of the parties agrees as follows:

RECITALS

WHEREAS, it is to the mutual benefit and in the best interest of the Member Agencies to join together to establish this Joint Powers Agreement to accomplish the purposes hereafter set forth;

WHEREAS, the Member Agencies have each determined that:

- there is a need to provide for public safety communications and dispatch support services on a group rather than individual basis;
- it appears economically practical to join together for the purpose of providing public safety communications and dispatch support services.

WHEREAS, Article I, Chapter 5, Division 7, Title 1, Sections 6500 et seq. of the Government Code permits two or more public agencies jointly to exercise any power common to the contracting parties.

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THIRD AMENDED JOINT POWERS AGREEMENT

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## AGREEMENT

### A. CREATION

1. Pursuant to Sections 6500 et seq., of the Government Code, there was created an entity, separate and apart from the Member Agencies, to be known as the "Sacramento Regional Public Safety Communications Center" (hereinafter "the Center").
2. This Third Amended Agreement shall be effective upon satisfaction of the provisions set forth in Section F. below.
3. The term "Member Agency," as used in this Agreement, includes:
  - a. the Cosumnes Community Services District, the City of Folsom, the City of Sacramento and the Sacramento Metropolitan Fire District; and
  - b. any public agency that is subsequently admitted to membership pursuant to Paragraph G. below.

### B. PURPOSE

The purpose of the Center is to provide the following:

1. Communications and dispatch services for Member Agencies and for contracting entities (see B.3., below). This shall also include by way of illustration and not limitation:
  - a. support for public safety communication and dispatch services; and
  - b. related services to assist and support this communication/dispatch function.

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2. Services to assist and support a Member Agency or a contracting entity in the provision of its public safety services. This includes, by way of illustration and not limitation:
  - a. Contracting with, or employing, an EMS physician to provide medical advisory services.
  - b. Contracting with, or employing, a pharmacist to provide pharmaceutical services; and
  - c. Joint purchasing efforts and/or joint billing services for Member Agencies and contracting entities.
3. Services provided to a contracting entity (whether a public safety agency without Member Agency status, or a secondary user) shall be as set forth in the written agreement between the Center and the affected contracting entity.

C. POWERS

1. The Center is authorized, in its own name, to perform all acts necessary to accomplish the purposes set forth in Section B. above.
2. The Center's powers shall include, by way of illustration and not limitation:
  - a. to make and enter into contracts;
  - b. to employ agents and employees;
  - c. to acquire, construct, manage, maintain and operate any buildings, works or improvements;
  - d. to acquire, hold and dispose of property of all kinds;
  - e. to incur debts, liabilities or obligations;
  - f. to sue and be sued; and

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g. to take action on personnel matters brought before it by the Center's chief executive officer or the Chairperson or the Personnel Committee. The Personnel Committee is a standing committee of the JPA whose members are appointed by the Board.

3. The exercise of such powers is subject only to the restrictions imposed by law upon the manner of exercising such powers that apply to a fire protection district or a charter city.

D. GOVERNING BOARD AND VOTING RIGHTS

1. Board Membership.

a. The Center shall be administered by its Governing Board (hereinafter "the Board").

(1) The Board shall be composed of one (1) appointee from each Member Agency.

(2) Each Member Agency shall appoint one (1) primary representative and one (1) alternate representative.

(a) The primary representative, and the alternate representative, shall be either a member of the Member Agency's governing body, Chief Executive Officer (e.g. the Fire Chief, City Manager, etc.) or other qualified employee.

(3) The alternate representative shall have the authority to vote only if the primary representative is absent.

b. Each primary representative or alternate representative shall serve at the pleasure of the Member Agency by which s/he was appointed.

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- c. Each Member Agency shall have on file with the Center a current letter designating its primary representative and its alternate representative.

2. Weighted Voting.

- a. Each Member Agency shall exercise weighted voting.
  - (1) The number of votes that each Member Agency representative is entitled to cast in each fiscal year (July 1 through June 30) shall equal that percentage (rounded to the nearest hundredth percent) which is derived by dividing:
    - the number of annual emergency service calls to which that Member Agency was dispatched in the preceding calendar year by;
    - the total of the annual emergency service calls dispatched by the Center in the preceding calendar year to all Member Agencies which will remain a member on July 1.
  - (2) This process shall be repeated not later than June 30<sup>th</sup> of each year for the coming fiscal year and shall take into account the admission of a new Member Agency (see D.2.c. below).
- b. An “emergency service call” is defined as any call which generates a Center master number.
- c. If a new Member Agency is added, the number of fire and emergency medical calls dispatched for that agency during the preceding calendar year shall be an agreed-upon number set forth in the “Resolution to Join”

until that new Member Agency has had all its fire and emergency medical calls dispatched by the Center for a full calendar year.

- d. If a new Member Agency is added, and that agency is law enforcement, the terms of their admission shall specify their voting structure.

E. MEETINGS OF THE BOARD AND OFFICERS

1. The Board shall provide for meetings as allowed by law, including by way of illustration and not limitation: regular meetings, adjourned regular meetings, special meetings and emergency meetings.
2. All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950 et seq.).
3. The presence of a representative (or an alternate) authorized to cast two-thirds (2/3) of the total number of weighted votes (see paragraph D.2. above) shall constitute:
  - a. a majority of the Board; and
  - b. a quorum for the transaction of business.
4. Action to be taken or authorized by the Board requires approval by at least two-thirds (2/3) of the total number of votes as described in Paragraph D.2. above.
5. Notwithstanding the preceding, less than a quorum may adjourn from time to time.
6. The Board shall elect a Chairperson and a Vice Chairperson.
  - a. Each December, the Board shall elect or reelect its Chairperson and Vice Chairperson to assume office on January 1<sup>st</sup>.

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- b. In the event that the elected Chairperson or Vice Chairperson ceases to be a representative to the Board, the resulting vacancy shall be filled at the meeting of the Board held after such vacancy occurs.
- c. In the absence or inability of the Chairperson to act, the Vice Chairperson shall act as Chairperson.

F. TERM

This Third Amended Agreement shall become effective on the July 1<sup>st</sup> following approval by the governing board of each of the Member Agencies. It shall continue until terminated as hereinafter provided.

G. MEMBERSHIP

- 1. Public agencies providing either fire protection service or ALS ambulance service or public safety service are eligible for membership.
- 2. Each Member Agency is entitled to the rights and privileges and is subject to the obligations of membership as provided in this Agreement.
- 3. An eligible public agency may become a Member Agency of the Center provided:
  - a. The governing body of the applicant public agency adopts a Resolution in the form requested by the Center which:
    - (1) agrees to be bound by this Agreement; and
    - (2) acknowledges an annual contribution rate that shall continue until the "new" Member Agency has been dispatched by the Center for a complete calendar year; and

(3) agrees to payment of any entry fee that has been established by the Center's Board. Such a fee may include, by way of illustration and not limitation:

- set-up costs, resulting from the inclusion of the new agency; and
- a proportionate amount of any debt or obligation of the Center.

b. The Board approves the public agency's application for membership.

4. The Board retains the right to reject a membership application for any reason.

#### H. REPORTS

1. Each Member Agency shall provide to the Center such information as is necessary to the Center to perform its functions hereunder. Each Member Agency shall cooperate in every reasonable manner.
2. Upon request of either the primary representative or alternate representative of a Member Agency, the Center's Chief Executive Director shall provide major policy issue briefings to the governing body of that Member Agency, provided that such request is first approved by the Center's Board.

#### I. TREASURER

1. The Board shall designate a Treasurer and designate a treasury in accordance with applicable law.
2. The Treasurer shall receive and receipt all money of the SRFECC and place it in the SRFECC's treasury to the credit of the SRFECC.

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3. The Treasurer shall invest the Center's funds in accordance with the general law. All interest collected on the Center's funds shall be accounted for and posted to the account of said funds.

J. AUDITING

1. The Center shall cause an independent audit to be made by a certified public accountant in compliance with California Government Code section 6505.
2. At the close of each fiscal year, or at such other times as provided in Government Code Section 6505, an audit shall be performed.

K. FISCAL YEARS

The fiscal year for the Center shall be July 1<sup>st</sup> through the next following June 30<sup>th</sup>.

L. BUDGET

The Board shall adopt a budget for each fiscal year in accordance with applicable law.

M. MEMBER CONTRIBUTIONS

1. Dispatch and Dispatch-Related Services
  - a. Each Member Agency shall pay its pro-rata share of all capital, operating, and related costs of the Center.
  - b. Pro-rata share shall be calculated in the same manner as weighted voting is determined in Section D.2. above.
2. A Member Agency shall pay for any additional services that are received or requested by the Member Agency if those additional services are not also deemed to be of general benefit to the Center, as determined by the Board, and made available to all Member Agencies. Additional services shall be provided by the Center at rates to be determined by the Board.

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3. The Member Agencies recognize that, from time-to-time, the Center may incur costs and expenses which are not directly related to the provision of services to Member Agencies. In addition to the payments specified in Sections M.1 and M.2 above, each Member Agency shall pay its pro-rata share, based on its weighted voting percentages, of such costs and expenses.

N. DEBTS AND OBLIGATIONS

1. The debts, liabilities and obligations of the Center shall not be the debts, liabilities, and/or obligations of the Member Agencies.
2. Notwithstanding Paragraph N.1:
  - a. Each Member Agency is responsible for its pro-rata share of any obligation of the Center which was incurred at a time when that entity was a Member Agency. This shall also include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt.
  - b. Pro-rata share shall be in the same proportion as that entity's weighted voting percentage determined pursuant to Section D.2 of the Agreement.
  - c. The pro-rata obligation of each Member Agency is immediately binding on the Member Agency at the time the obligation is incurred.

O. WITHDRAWAL

1. Any Member Agency may withdraw as a party to this Agreement as follows:
  - a. June 30 (11:59 p.m.), annually, shall be the only month and day on which a withdrawal shall take effect.
  - b. Notice of such withdrawal shall be in writing and addressed to the Chairperson of the Board of the Sacramento Regional Fire/EMS

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Communications Center at its primary address (currently 10230 Systems Parkway, Sacramento, California 95827-3006).

- c. Notice of withdrawal must be accompanied by a proof of service. Notice shall be considered given on the date of service.
  - d. Notice shall be given to the Center no later than the October 1 preceding the withdrawal date.
  - e. No withdrawing Member Agency shall be entitled to any payment for its interest or assets upon withdrawal.
2. Notwithstanding Paragraph N.1., no Member Agency may withdraw until they have:
- a. Either paid in full their pro-rata share of all outstanding debts and obligations that were incurred while they were a member. This shall also include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt.
  - b. Or, executed a contract with the Center to pay for all outstanding debts and obligations that were incurred while they were a member.

P. DISSOLUTION

1. This Agreement may be terminated in its entirety upon the consent of not less than ninety percent (90%) of the total number of weighted votes of the Member Agencies.
2. No assets may be distributed (divided or returned) until all outstanding debts and obligations have been resolved. Resolved means that each Member Agency has:

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- a. Either paid their pro-rata share of all outstanding debts and obligations that were incurred while they were a member; or
  - b. Executed a contract with the Center to pay for all outstanding debts and obligations that were incurred while they were a member.
3. All assets of the Center will be distributed in proportion to the contributions of the Member Agencies during the fiscal year of dissolution.

Q. AMENDMENT

1. This Agreement may be amended as follows:
  - a. The Board adopts a Resolution recommending amendment which will be presented to the Governing Body of each Member Agency for ratification.
  - b. The Amendment shall be effective when the required Resolution Recommending Amendment has been ratified by the governing bodies of those Member Agencies entitled to cast not less than ninety percent (90%) of the total number of weighted votes (see Section IV.B. hereof).
2. Provided, however, no amendment approved by less than unanimous consent shall be effective until such time as any nonconsenting Member Agency has had an opportunity to withdraw from the Center (see Paragraph O. above).

R. CONFLICT RESOLUTION

1. A Member Agency shall be free to bring all differences of interpretation regarding, and all disputes arising in connection with, this Agreement or the operation of the Center to the attention of the other Member Agencies at any time. Such communications shall be deemed positive and may be made without prejudicing the harmonious relationship and operations of the Center. Within ten

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(10) days of receiving a written statement of a difference of interpretation of a dispute (hereinafter "Statement"), the Center shall appoint and convene a panel comprised of three (3) Board members/alternates. This panel shall be charged with effecting a mutually satisfactory solution. The Center shall consider any disputes under this Section R in compliance with the Brown Act.

2. Should the panel be unable to effect a mutually satisfactory solution within thirty (30) days of receipt of the Statement, the party filing that Statement may cause the matter to proceed to mediation. In such case, a neutral mediator shall be appointed. If the parties are unable to agree upon a mediator, a list of five (5) names shall be requested from the State Mediation and Conciliation Service and the parties shall alternately strike names to select the mediator. The mediator's role shall be to effect a mutually satisfactory solution or, in the alternative, to issue an advisory statement of solution. The costs of the mediator shall be divided between the party requesting mediation (one-half) and the Center (one-half). Each party shall bear its own respective costs associated with the mediation.
3. Any controversy, claim, or breach arising out of or relating to this Agreement which the parties are unable to resolve to their mutual satisfaction may be litigated or otherwise resolved in any court having jurisdiction.

IN WITNESS WHEREOF, the Chief Executive Director of the Center certifies that the Member Agencies listed in Exhibit A have approved this Third Amended Agreement by filing with the Board an executed, certified copy of its lawfully adopted resolution.

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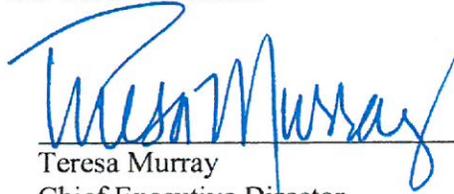
THIRD AMENDED JOINT POWERS AGREEMENT

3. Any controversy, claim, or breach arising out of or relating to this Agreement which the parties are unable to resolve to their mutual satisfaction may be litigated or otherwise resolved in any court having jurisdiction.

IN WITNESS WHEREOF, the Chief Executive Director of the Center certifies that the Member Agencies listed in Exhibit A have approved this Third Amended Agreement by filing with the Board an executed, certified copy of its lawfully adopted resolution.

**ACKNOWLEDGED BY THE CENTER**

Date: 07/10/14

  
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Teresa Murray  
Chief Executive Director

**ATTEST**

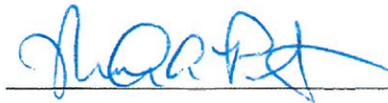
For the Cosumnes Community Services  
District

  
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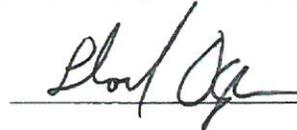
For the Sacramento Metropolitan Fire  
District

  
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For the City of Folsom Fire Department

  
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For the City of Sacramento Fire Department

  
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**EXHIBIT A**

**LIST OF MEMBER AGENCIES**

Cosumnes Community Services District

City of Folsom

City of Sacramento

Sacramento Metropolitan Fire District

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CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

December 17, 2015

Teresa Murray, Chief Executive Director  
Sacramento Regional Public Safety Communication Center  
10230 Systems Parkway  
Sacramento, CA 95827-3007

Dear Ms. Murray:

Effective January 1, 2016, Fire Division Chief Chad Wilson will be appointed as the City of Folsom's alternate representative to the Sacramento Regional Public Safety Communications Center Joint Powers Authority Governing Board. Fire Chief Ronald Phillips remains the primary representative on the Governing Board.

Should you need any further information, please contact me at (916) 355-7201.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Palmer", is written over a light blue circular stamp.

Evert W. Palmer  
City Manager

cc: Fire Chief Ronald Phillips  
Division Chief Chad Wilson

EWP/clg