

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA #: *B-4

AGENDA DATE: August 23, 2016

SUBJECT:

Approve the First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services

BOARD ACTION AS FOLLOWS:

No. 2016-433

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. C-6-K-13

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

Urgent

Routine

BOARD AGENDA #: *B-4

AGENDA DATE: August 23, 2016

CEO CONCURRENCE:



4/5 Vote Required: Yes No

SUBJECT:

Approve the First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services

STAFF RECOMMENDATIONS:

1. Approve the First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services to revise the termination requirement such that either party can terminate the agreement with 24-months' notice.
2. Authorize the Chief Executive Officer to execute the First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services and sign on behalf of the County.

DISCUSSION:

The City of Modesto (Modesto) and the County of Stanislaus (County) entered into a joint exercise of powers agreement (JPA) for emergency dispatch services effective September 1, 1999. The JPA identifies Modesto and the County as "member" agencies and provides that the agreement can be amended at any time if executed by both of the members. Any such agreement would require the approval of each member's respective governing body prior to implementation.

The existing agreement term continues from its origination for successive ten-year periods unless terminated pursuant to the terms of the agreement. Currently, the terms require that a notice of intent to terminate be presented to the Commission and each member no later than September 1 of the seventh year of the ten-year term. Accordingly, the current agreement is set to renew on September 1, 2019 for an additional ten-year period unless either member provides notice of intent to terminate by September 1, 2016.

The First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus amends the section regulating termination. The proposed language will eliminate the existing contracting model requiring ten-year defined terms and will create a new contracting model based on a continuous "evergreen" term. The termination language has been amended to allow either member to provide written notice of intent to terminate the agreement at any time, with at least 24 months' notice in advance of the desired termination date. In keeping with the original intent of the agreement, neither party may

Approve the First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services

terminate the agreement prior to the completion of the current ten-year term which expires on August 31, 2019.

This adjustment is being implemented to accommodate a more flexible term, providing the members an opportunity to explore alternate operational models. Modesto and the County are working towards a broader, more regional model to provide dispatch services to better serve the community. Both members have agreed to modify the terms of the original agreement in order to support a more flexible contracting model that will no longer be based on pre-established ten-year terms. This new contracting model will allow additional time for the parties to adequately explore the effectiveness of the current structure and determine what an alternate model may look like.

The original intent of the three-year advance notice of intent to terminate served to provide members sufficient time to make appropriate arrangements to independently provide emergency dispatch services. Both members feel that the reduction to two years' advance notice still provides enough time for members to make alternate arrangements for these services, if necessary, and does not impair either party in any significant way.

Modesto received approval on the amendment from the Modesto City Council on Tuesday, August 9, 2016. Upon approval by the Board of Supervisors, the amendment can be fully executed.

POLICY ISSUE:

Section 18 of the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services states that the agreement may be amended by a supplemental agreement executed by both of the members at any time. Any such amendment requires approval by majority vote of the respective governing body that exercises authority over each member.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended Board action.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action supports the Board of Supervisors' priority areas of a Safe Community and Efficient Delivery of Public Services by continually working towards improvement in the way emergency dispatch services are provided to the community.

STAFFING IMPACT:

There is no staffing impact associated with the recommended Board action.

CONTACT PERSON:

Jody Hayes, Assistant Executive Officer

Telephone: (209) 525-6333

ATTACHMENT(S):

First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services

Attachment 1

First Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the
County of Stanislaus for Emergency Dispatch Services

3 Pages, Including Cover Sheet

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

This First Amendment to the Agreement for Joint Exercise of Powers Agreement (“Amendment”) is made by and between the City of Modesto (“Modesto”), a charter city and municipal corporation in the State of California, and the County of Stanislaus (“County”), a political subdivision of the State of California as of August 23, 2016. City and County are hereinafter collectively referred to as the "Parties."

AGREEMENT

1. The Parties agree to modify the Joint Exercise of Powers Agreement (“Agreement”) to be in effect unless terminated in accordance with the terms set forth in Section 6 of the Agreement. Section 5.1 under “Term” of the Agreement is hereby amended to read as follows:

“This Agreement shall become effective as of September 1, 1999 and shall continue in full force and effect unless otherwise terminated by either party pursuant to Section 6 of the Agreement.”

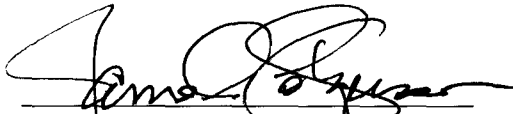
2. The Parties agree to amend the Agreement to allow termination upon twenty-four (24) months’ prior notice. Section 6.1 under “Termination” of the Agreement is to read as follows:

“Any Member can terminate this Agreement at any time by providing a written notice of intent to terminate to the Commission and all Members at least twenty-four (24) months in advance of the desired termination date. For example, the notice of intent to terminate shall be provided no later than December 31, 2018 to terminate this Agreement on December 31, 2020. In keeping with the intent of the original Agreement dated September 1, 1999, no Member can terminate this Agreement with an effective date prior to August 31, 2019.”

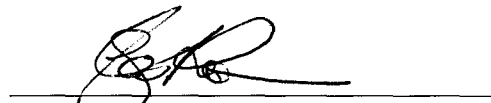
3. All other terms and conditions in the Agreement shall remain in full force and effect to the extent they are not in conflict with this Amendment.
4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

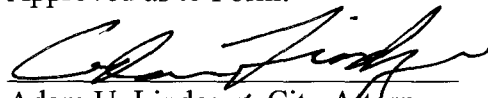
CITY OF MODESTO


James N. Holgersson, City Manager
Date: _____

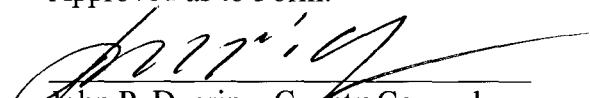
COUNTY OF STANISLAUS


Stan Risen, Chief Executive Officer
Date: 8/23/16

Approved as to Form:


Adam U. Lindgren, City Attorney
Date: 8/17/16

Approved as to Form:


John P. Doering, County Counsel
Date: 8/17/16

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