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7/13/07

1 JOINT POWERS AGREEMENT

2 This Joint Powers Agreement, made and entered into this 30th day of July,
3 2007, by and between the County of Fresno, a political subdivision of the State of
4 California, and the City of Fresno, a municipal corporation of the State of California
5 (hereinafter collectively "Member Agencies").

6 WITNESSETH

7 WHEREAS, the parties have mutual interests in joining together to establish joint
8 property and evidence storage and accelerated prisoner processing, assume
9 management of the two separate dispatch centers currently run by the County of Fresno
10 and the City of Fresno, as well as to continue studying integration of public safety
11 dispatch systems and facilities; and

12 WHEREAS, it is the interest and desire of the parties to enter into a Joint Powers
13 Agreement to establish a public entity, separate and apart from the parties hereto, as
14 hereinafter described and set forth, which entity shall then set about the task of
15 accomplishing the purpose of this Joint Powers Agreement in a manner most capable of
16 promoting the greatest public good and welfare; and

17 WHEREAS, the parties hereto are each empowered by law to provide for these
18 administrative law enforcement functions either directly or by contract or similar
19 arrangement; and

20 WHEREAS, any law enforcement services provided by the Public Safety Joint
21 Power Authority will be subject to a Member Service Agreement.

22 NOW, THEREFORE, in consideration of the above recitals, of the mutual
23 promises and agreements herein contained and for other valuable consideration, the
24 parties hereto do hereby agree as follows:

25 SECTION 1. PURPOSE

26 This Joint Powers Agreement (hereinafter referred to as "Agreement") is made
27 pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 (commencing with
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1 Section 6500) of the Government Code of the State of California, (hereinafter referred to
2 as the "Act") for the express purposes of:

3 (a) establishing and providing for joint property and evidence storage to serve
4 the parties' law enforcement personnel through contract with the City of Fresno;

5 (b) establishing and providing joint accelerated prisoner processing to serve the
6 parties' law enforcement personnel through contract with the County of Fresno;

7 (c) assuming management of the dispatch center currently run by the County of
8 Fresno, in accordance with the policies and procedures adopted by the Sheriff;

9 (d) assuming management of the dispatch center currently run by the City of
10 Fresno, in accordance with the policies and procedures adopted by Fresno City's Chief
11 of Police; and

12 (e) studying integration of public safety dispatch systems and facilities.

13 The purpose of this Agreement shall be accomplished and the common powers
14 of the parties hereto exercised in the manner hereinafter set forth, subject however to
15 such restrictions as are applicable to the City of Fresno in its manner of exercising such
16 powers, as required by Government Code section 6509.

17 The term management as used in this Section shall include but not be limited to
18 overseeing the day to day operations, fiscal oversight, hiring, conducting personnel
19 investigations, implementing appropriate employee discipline and other similar
20 management responsibilities as defined within Section 5. It is understood that the
21 Authority's ability to hire, fire and discipline employees is limited to Authority employees
22 and does not apply to Member Agency employees. No change in the terms and
23 conditions of Member Agency employees' employment can occur until the Member
24 Agency complies with the provisions of the Meyers-Milias-Brown Act (Government Code
25 section 3500 et seq.).

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SECTION 2. CREATION OF AUTHORITY

Pursuant to the Act, there is hereby created a public entity to be known as the Public Safety Service Joint Powers Authority, hereinafter referred to as the "Authority". The Authority shall be a public entity, separate and apart from the parties hereto, as provided by law and not otherwise prohibited by this Agreement shall be empowered to take such actions as may be necessary or desirable to implement and carry out the purpose of this Agreement.

SECTION 3. TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated as provided in Section 4 below.

SECTION 4. TERMINATION AND AMENDMENTS

- (a) Subject to the provisions contained in Section 4(c) below, the Member Agencies hereto may terminate or amend this Agreement by mutual written consent.
- (b) Subject to the provisions contained in Section 4(c) below, any Member Agency hereto may withdraw from participation in this Agreement by giving twelve (12) months' written notice thereof to the other Member Agencies.
- (c) This Agreement cannot be terminated, nor can a Member Agency withdraw from participation in this Agreement, until all forms of indebtedness incurred by the Authority have been paid, or adequate provision for that Member's proportionate share of Authority indebtedness has been funded to the Authority.
- (d) In the event this Agreement is terminated, any property acquired by the Authority, including but not limited to money, shall be divided and distributed between the Member Agencies in proportion to the contributions made, including contributions made as provided in Section 11 below, unless otherwise required by law.

SECTION 5. POWERS AND DUTIES OF AUTHORITY

The Authority shall have the powers common to the parties to this Agreement to:
(a) Exercise those powers enumerated in the Act as the same now exists or may hereinafter be amended;

1 (b) Do all acts necessary or convenient to the exercise of the foregoing and to
2 accomplish the purposes of this Agreement, including but not necessarily limited to the
3 following:

- 4 1. To make and execute all contracts, agreements and documents.
- 5 2. To employ agents, servants and employees.
- 6 3. To acquire, hold and dispose of property, both real and personal.
- 7 4. To acquire, construct, maintain, manage, operate and lease buildings,
8 works and improvements.
- 9 5. To accept gifts.
- 10 6. To sue and be sued in its own name.
- 11 7. To apply for and receive any available federal, State and/or local
12 grants.
- 13 8. To employ legal counsel.
- 14 9. To employ consultants.
- 15 10. To adopt a budget.
- 16 11. To incur debts, liabilities and obligations, including the issuance of
17 bonds in accordance with the Joint Exercise of Powers Act, subject
18 to prior review and approval of the Council of the City of Fresno and
19 the Fresno County Board of Supervisors.
- 20 12. To establish a treasury for the deposit and disbursement of funds
21 and monies, according to the policies and procedures set forth in this
22 Agreement.
- 23 13. To invest any money held in the treasury that is not required for
24 immediate necessities of the Authority, as the Authority determines is
25 advisable, in the same manner and upon the same conditions as
26 local agencies pursuant to Section 53601 of the Government Code.

27 The listing of the above acts is not intended to indicate any priority of one act
28 over another. Nor is such listing intended to be inclusive, and other acts may be done

1 in the accomplishment of the purposes of this Agreement as are authorized. One or
2 several acts may take place concurrently or in sequence.

3 Management or implementation of the powers and duties of the Authority shall be
4 done in accord with applicable law and shall not be done in a manner that impedes,
5 jeopardizes or negatively affects the current accreditation status of the Member
6 Agencies.

7 SECTION 6. CREATION OF THE BOARD OF DIRECTORS

8 (a) Creation of the Board of Directors. In order to effectuate the purposes of
9 this Agreement as set forth herein, the Authority shall be governed by a Board of
10 Directors (hereinafter called the "Board"), and all of the powers of the Authority shall be
11 exercised by the Board as specified below. The Board shall consist of Regular
12 Members and Specialized Members.

13 (1) Specialized Members. Specialized Members shall be
14 (1) representatives of law enforcement personnel, as more fully described below and
15 (2) three members of the public selected by the Board. The Specialized Members may
16 only vote on operational matters as described below in Section 7(a). The Specialized
17 Members shall have no other voting authority.

18 (2) Regular Members. Regular Members shall be representatives of the
19 Member Agencies, as more fully described below. The Regular Members shall vote on
20 all matters as described below in Section 7(b).

21 (b) Initial Board of Directors. The Initial Board shall be composed of four
22 Regular Members and five Specialized Members.

23 (1) Regular Members. Initially, the Board shall include 4 Regular Members
24 that shall be (a) the Chairperson of the Fresno County Board of Supervisors and one
25 other member of the Fresno County Board of Supervisors, appointed by the Board of
26 Supervisors; and (b) The Mayor of the City of Fresno and Council President.

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1 (2) Specialized Members. Initially, the Board shall include 2 Specialized
2 Members that shall be the Fresno County Sheriff and the City of Fresno Chief of Police
3 and three members of the public selected by the Regular Board Members.

4 (c) Additional Member Agencies. In addition to the named parties to this
5 Agreement, any city not now a member and any other city which may be hereafter
6 incorporated within the boundaries of the County of Fresno, may become a member of
7 the Authority by executing this Agreement without prior approval or ratification of the
8 named parties, and shall thereafter be bound by all of the terms and provisions of this
9 Agreement as of the date of execution.

10 (d) Additional Member Agencies Represented On Board Of Directors. Upon
11 execution of this Agreement by an additional Member Agency, the Authority Board shall
12 increase to include a Regular Member to represent that additional Member Agency,
13 which shall be that city's Mayor. In addition, the Authority Board shall increase to
14 include one additional Specialized Member who shall represent the city that becomes a
15 Member Agency after the initial execution of this Agreement. This additional
16 Specialized Member shall be the Chief of Police or similar law enforcement peace
17 officer for the new member agency.

18 (e) Term Of Office. The Regular Members shall serve terms on this Board that
19 are coextensive with their term of Office as a Chairperson of the Board of Supervisors,
20 Supervisor, Mayor or Council President. The law enforcement Specialized Members
21 shall serve terms on this Board that are coextensive with their employment as Sheriff or
22 Chief of Police. The three members of the public shall serve initial staggered one, two
23 and three year terms. Thereafter, they shall serve three year terms.

24 Members shall serve on the Board during the term for which they were appointed
25 or until their successor has been appointed or their appointment has been revoked,
26 whichever is earlier. However, a member's position on the Board shall automatically
27 terminate if the term of elected public office or employment as Sheriff or Chief of Police,
28 of such member is terminated.

1 (f) Alternate Board Members. The Board of Supervisors shall designate
2 alternates who shall serve in the absence of the Chairperson or other Supervisor
3 appointed to the Authority Board and the Mayor and Council President shall designate
4 alternates who shall serve in the absence of the Mayor or Council President appointed
5 to the Authority Board. The Mayors of Additional Authority Members shall designate
6 alternates who shall serve in their absence. The Sheriff and the Chiefs of Police shall
7 designate alternates who shall serve in their absence.

8 (g) Reimbursement. The Board may provide for a stipend and reimbursement
9 of reasonable expenses incurred in connection with a member's service on the Board.

10 (h) Meetings. The Board shall establish the time and place for its regular and
11 special meetings. The dates, hour and location of regular meetings shall be fixed by
12 resolution of the board. The Board shall hold at least one (1) regular meeting each
13 quarter of every calendar year. Special meetings and adjourned meetings may be held
14 as required or permitted by law.

15 (i) Ralph M. Brown Act. All meetings of the Board, including, without limitation,
16 regular, special and adjourned meetings, shall be called, noticed, held and conducted in
17 accordance with the provisions of the Ralph M. Brown Act (commencing with Section
18 54950 of the California Government Code).

19 (j) Rules. The Board may adopt, from time to time, such rules and regulations
20 for the conduct of its meetings and affairs as it may deem necessary, including, without
21 limitation, the designation of a person to record and transcribe the minutes of each
22 public meeting of the Board.

23 SECTION 7. VOTING

24 (a) Preliminary Vote On Operational Matters. Two votes shall be taken on all
25 operational matters. The first vote shall be a preliminary advisory vote and both
26 Specialized and Regular Members shall vote. For this preliminary advisory vote, both
27 Specialized and Regular Members shall have equal voting authority/power.

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1 After the preliminary advisory vote, a final vote shall be taken. Only the Regular
2 Members shall participate in the final vote and their votes shall have the weighted voting
3 power as described in Section 7(b) below.

4 (b) Weighted Voting. Only Regular Members shall have authority to vote on the
5 final vote for operational matters and to vote on all other matters. The Regular
6 Members' voting shall be weighted as follows:

7 (1) Initial Board. The voting authority of the initial Board shall be as follows:

8 (a) Chairperson of the Fresno County Board of Supervisors and the Board of
9 Supervisor, or designee, shall each have 25% of the voting power; and (b) the Fresno
10 City Mayor and the Council President , or designee, shall each have 25% of the voting
11 power.

12 (2) Additional Member Agencies. Upon expansion of the Board
13 membership to include other cities that have executed this Agreement, the voting
14 authority of the Board shall be as follows: (a) the County Members and the Fresno City
15 Members shall all have equal voting power. Their voting power, together, shall always
16 equal or exceed 80% of the voting power. (b) the voting power of the remaining city
17 mayors, or their designees, together, shall not exceed 20% of the voting power and,
18 individually, shall not exceed 5% of the voting power.

19 (c) Quorum and Transaction of Business. A quorum shall require eighty
20 percent of the Specialized Members and eighty percent of the Regular Members of the
21 Board. An affirmative vote of a majority of the Regular Members that represent at least
22 80% of the voting power shall be required to take action, except for adjournment of a
23 meeting which shall require only a majority of those present. No proxy or absentee
24 voting shall be permitted.

25 SECTION 8. OFFICERS AND EMPLOYEES

26 (a) Chairperson and Vice Chairperson. The term of the Chairperson and Vice
27 Chairperson shall be one (1) year. The Board shall select a Chairperson from either the
28 Fresno City Mayor, Council President or the Board of Supervisor members. The

1 Chairperson shall alternate annually between the Fresno City Members and the County
2 Members. The Board shall select a Vice Chairperson from either the Fresno City
3 Mayor, Council President or the Board of Supervisor members. The Vice Chairperson
4 shall alternate annually between the Fresno City Members and the County Members.
5 At no time shall the Chairperson and Vice Chairperson represent the same agency.
6 The Board shall select a Chairperson and a Vice Chairperson at its first meeting, and
7 annually thereafter. In the event the Chairperson or Vice Chairperson so elected
8 ceases to be a member of the Board, the resulting vacancy shall be filled at the next
9 regular meeting of the Board. In the absence or inability of the Chairperson to act, the
10 Vice Chairperson shall act as Chairperson. The Chairperson, or in the Chairperson's
11 absence, the Vice Chairperson, shall preside at and conduct all meetings of the Board.

12 (b) Treasurer. Initially, the Treasurer of the Authority shall be the Auditor-
13 Controller/Treasurer-Tax Collector of the County of Fresno (hereinafter "County
14 Auditor"). The Authority may, at any time, appoint someone other than the County
15 Auditor as the Authority Treasurer in accordance with applicable law. The Treasurer
16 shall have the custody of the Authority money and disburse Authority funds pursuant to
17 the accounting procedures developed in accordance with the provisions of this
18 Agreement, the Act, and with those procedures established by the Board. The
19 Treasurer shall assume the duties described in Section 6505.5 of the Government
20 Code, namely: receive and receipt for all money of the Authority and place in the
21 Treasury of the Treasurer to the credit of the Authority; be responsible upon an official
22 bond as prescribed by the Board for the safekeeping and disbursement of all Authority
23 money so held; pay, when due, out of money of the Authority so held, all sums payable,
24 only upon warrants of the officer performing the functions of the Controller who has
25 been designated by the Authority or Board; verify and report in writing on the first day of
26 July, October, January and April of each year to the Authority and to the parties to this
27 Agreement the amount of money held for the Authority, the amount of receipts since the
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1 last report, and the amount paid out since the last report; and perform such other duties
2 as are set forth in this Agreement or specified by the Board.

3 (c) Controller. Initially, the Controller of the Authority shall be the County
4 Auditor. The Authority may, at any time, appoint someone other than the County
5 Auditor as the Authority Controller in accordance with applicable law. The Controller
6 shall draw warrants to pay demands against the Authority when such demands have
7 been approved by the Board or by any other person authorized to so approve such by
8 this Agreement or by resolution of the Board. The Controller shall perform such duties
9 as are set forth in this Agreement and such other duties as are specified by the Board.
10 There shall be strict accountability of all funds and reporting of all receipts and
11 disbursements. The Controller shall establish and maintain such procedures, funds and
12 accounts as may be required by sound accounting practices. The books and records of
13 the Authority in the hands of the Controller shall be open to inspection at all reasonable
14 times by representatives of the parties to this Agreement. The Controller, with the
15 approval of the Board, shall contract with an independent certified public accountant or
16 firm or certified public accountants to make an annual audit of the accounts and records
17 of the Authority, and a complete written report of such audit shall be filed as public
18 records annually, within six (6) months of the end of the fiscal year under examination,
19 with each of the parties to this Agreement. Such annual audit and written report shall
20 comply with the requirements of Section 6505 of the Government Code. The cost of the
21 annual audit, including contracts with, or employment of such independent certified
22 public accountants in making an audit pursuant to this Agreement shall be a charge
23 against funds of the Authority available for such purpose. The Board, by unanimous
24 vote, may replace the annual audit with a special audit covering a two-year period.

25 (d) Executive Director. The Board may employ by contract or otherwise, an
26 Executive Director who shall act as the Executive Director of the Authority to direct the
27 day-to-day operation of the Authority. Serving at the will of the Board and subject to its
28 policies, rules, regulations and instructions, the Executive Director shall have the

1 powers described in this Agreement and those delegated and assigned by the Board,
2 including without limitation:

- 3 1. To appoint, remove and transfer employees of the Authority, including
4 management level officers, except for the Treasurer, Controller and
5 Attorney of the Authority and such others as the Board may designate.
- 6 2. To enforce all orders, rules and regulations adopted by the Board
7 relating to the regulation, operation, or control of funds, facilities,
8 properties and apparatus of the Authority.
- 9 3. To enter into contracts or authorize other expenditures whenever the
10 Board shall have approved and authorized any work, improvement or
11 task and shall have budgeted or appropriated the necessary money
12 therefore.
- 13 4. To have custody of and accountability for all property of the Authority
14 except money.

15 (e) Consultants. Subject to the availability of funds, the Board may employ
16 such consultants, advisors and independent contractors as are deemed necessary and
17 desirable in implementing and carrying out the purposes of this Agreement.

18 (f) Attorney for Authority. The Authority shall contract for legal counsel to the
19 Authority.

20 SECTION 9. REIMBURSEMENT

21 Officers and employees of the parties (excepting members of the Board)
22 designated in this Agreement to provide services to the Authority shall be reimbursed by
23 the Authority for their actual costs of providing such services. In addition, additional
24 services provided by officers and employees of the parties pursuant to contracts with
25 the Authority shall be reimbursed as provided by the contracts. All reimbursements by
26 the Authority shall be made after receiving an itemized billing for services rendered.

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SECTION 10. FISCAL YEAR

The fiscal year of the Authority shall be the period commencing July 1 of each year and ending on and including the following June 30.

SECTION 11. CONTRIBUTIONS BY THE PARTIES

(a) Initial Contributions. Both the City of Fresno and the County of Fresno shall agree to make an initial contribution. This contribution shall be made to the Authority within 90 days of the signing of this Agreement.

(b) Contributions for Ongoing Costs. Each Member Service Agreement shall specify annual services provided, performance milestones and a contribution for ongoing costs of any services provided by the Authority under this Agreement.

SECTION 12. LIABILITIES

The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone and not of the parties to this Agreement.

SECTION 13. NOTICES

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or upon deposit into the U.S. Mail, first class, postage prepaid to the Clerk to the Board of Supervisors and each City Clerk of the Member Agencies.

SECTION 14. OTHER AGREEMENTS

Other agreements by and between the parties to this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

SECTION 15. SEVERABILITY

If any section, clause or phrase of this Agreement or the application thereof to any party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of this Agreement or the application of such provisions to the other party or to other persons or circumstances shall not be affected thereby.

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SECTION 16. NONASSIGNABILITY

The rights, titles and interests of any party to this Agreement shall not be assignable or transferable without the written consent of the parties hereto.

SECTION 17. MISCELLANEOUS

(a) Section Headings. The section headings herein are for convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

(b) Laws of California. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

(c) Construction of Language. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

(d) Cooperation. The parties to this Agreement recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement, including cooperation in matters relating to the public, accounting, litigation, public relations and the like.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
2 to be executed and attested to by their proper officers as of the date first above written.

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4 COUNTY OF FRESNO

CITY OF FRESNO,
a California municipal corporation

5
6 By 
7 Chairman, Board of Supervisors

By 
Council President, City Council

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9 APPROVED AS TO LEGAL FORM:

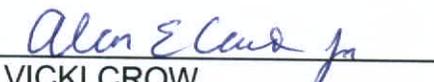
ATTEST:
REBECCA E. KLISCH
City Clerk

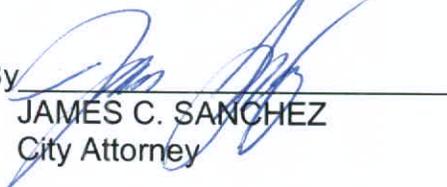
10
11 By 
12 DENNIS A. MARSHALL
13 County Counsel

By 
Deputy (7/30/07)

14 APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO LEGAL FORM:

15
16 By 
17 VICKI CROW
18 Auditor-Controller/Treasurer-
Tax Collector

By 
JAMES C. SANCHEZ
City Attorney

19 JCS:pn;skl[41653 Law Enforcement JPA] 07-24-07

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