

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
FOR THE SONOMA COUNTY PUBLIC SAFETY CONSORTIUM
DATED MARCH 1, 2020**

This Amended and Restated Joint Powers Agreement for the Sonoma County Public Safety Consortium Dated March 1, 2020 (“Agreement”) is made and entered into pursuant to the provisions of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5, Article 1, Sections 6500, *et seq.*, of the California Government Code (the “JPA Act”), for the joint exercise of powers among the parties hereto, and amends and restates the original Joint Powers Agreement effective July 1, 2008, as set forth below.

RECITALS

- A. The Joint Powers Agreement Establishing a Separate Public Agency to Operate and Maintain a Public Safety Communication System in Sonoma County (the “Original JPA Agreement”) was entered into by the following members effective on July 1, 2008: City of Cotati, City of Petaluma, City of Rohnert Park, City of Santa Rosa, City of Sonoma, Town of Windsor, County of Sonoma, Sonoma County Junior College District, and Redwood Empire Dispatch and Communications Authority, a joint powers authority agency (“REDCOM”), all of which are collectively referred to herein as “Members”.
- B. Through the Original Agreement, the Members created the Sonoma County Public Safety Consortium (“SCPSC”), a Joint Powers Authority entity separate and apart from its Members (as defined in California Government Code Sections 56047.7 and 6507).
- C. The Original Agreement also provided a process by which new members could join the SCPSC, and pursuant to that process, Sonoma State University became a Member of the SCPSC effective December 7, 2017.
- D. The purpose of establishing the SCPSC was to provide for its Members integrated public safety communications and data management systems, which initially included Computer Aided Dispatch (“CAD”), Records Management System (“RMS”), and Mobile Data Computing (“MDC”) technology.
- E. Since its inception, SCPSC has continued to operate, maintain, and improve its public safety communication and data management systems through the CAD/RMS/MDC, and has acquired and operated new related technologies and services (collectively, the “SYSTEMS”).
- F. The Members of the SCPSC wish to amend and restate the provisions of the Original Agreement to allow it to continue its mission of providing public safety communications and data management systems, as well as new and related technologies and services, pursuant to the provisions of the JPA Act.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Members and parties hereto agree as follows:

AGREEMENT

1. Amended and Restated Agreement. The purpose of this Agreement is to modify and amend the Original Agreement with respect to matters relating to governance, administration, and the operations of the SCPSC. The terms and provisions of this Agreement replace the Original Agreement in its entirety. Unless expressly stated herein, this Agreement does not affect any of the SCPSC's contracts, debts, revenues, claims, obligations, actions, policies, procedures, or bylaws that pre-date this Agreement, which will continue to remain in full force and effect in accordance with their terms and/or applicable law.
2. Continuation of the SCPSC as a Joint Powers Authority Entity. The parties to the Original Agreement created the SCPSC as a distinct public entity, separate and apart from the parties to that agreement, pursuant to the provisions of the JPA Act (Government Code Section 6506). It is the intent of the Members that, under this Agreement, the SCPSC shall continue as a distinct and separate public entity under the JPA Act and other applicable law.
3. Purpose of the SCPSC. The SCPSC shall continue to be responsible for operating, maintaining, improving, and expanding the SYSTEMS, as well as adopting new technologies and integrating new services, and providing its Members and clients with access thereto.
4. Limitation of Joint and Several Liability. Except as provided in Government Code Section 895.2, the debts, liabilities, and obligations of the SCPSC shall not be the debts, liabilities, or obligations of any of its Members.
5. Powers and Duties.
 - a. Exercise of Powers. The SCPSC shall have the authority to exercise the following powers common to its Members and as permitted under the JPA Act, including but not limited to the following: to make and enter contracts; employ agents and employees; obtain legal, financial, technical, or other services; acquire, hold, manage, transfer and/or dispose of property; incur debts, liabilities and obligations in its own name; the right to sue and be sued in its own name; and all other powers identified in Section 7.b, below.
 - b. Restrictions on Exercise of Powers. Pursuant to the JPA Act (Government Code Section 6508 and 6509), all common powers exercised by the SCPSC shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma, a general law county.

- c. Power to Assess Member Fees. Pursuant to Government Code Section 6504, the SCPSC is empowered, and by this Agreement required, to assess its Members fees to finance the operations of the SCPSC in the manner set forth in this Agreement. All such powers shall be exercised as necessary to further the nature and purpose of the SCPSC in the manner provided in the JPA Act, subject only to such restrictions as set forth in this Agreement and as otherwise imposed by law.

6. Membership.

- a. Members. The Members of the SCPSC are as follows: City of Cotati, City of Petaluma, City of Rohnert Park, City of Santa Rosa, City of Sonoma, Town of Windsor, County of Sonoma, Sonoma County Junior College District, Redwood Empire Dispatch and Communications Authority, a joint powers authority agency (“REDCOM”), and California State University/Sonoma State University (“SSU”), as well as future members admitted to the SCPSC according to the provisions of this Agreement.
- b. Application for Membership. Non-member public agencies which provide public safety services and fall within the scope of Government Code Section 6500 may apply to the SCPSC to become members. New members may be admitted to the SCPSC upon a supermajority (2/3) vote of the Board of Directors. Other requirements for application and admission of new members to the SCPSC shall be set out in its Bylaws.
- c. Removal of Member. Any Member may be removed from the SCPSC for good cause, including but not limited to, failure to pay assessed fees, contributions or charges, failure to maintain training standards, failure to keep the SYSTEMS secure, and/or improper release of information. Such removal can be effectuated only upon a supermajority vote (at least 2/3) of the Board of Directors after providing the affected Member with at least 30 days written notice of the intended removal and an opportunity to be heard. A Member removed from the SCPSC shall be subject to the financial obligations set forth in Sub-sections (i) through (iv) of Section 13(a).

7. Board of Directors. The SCPSC shall be governed by a Board of Directors (the “Board”), pursuant to the following terms and conditions.

a. Director Appointments.

- i. Directors. The following Members shall be entitled to each appoint one Director apiece to the Board: each city/town Member, the County of Sonoma, and REDCOM. In addition, one of the Alternate Directors shall also be selected to serve a 2-year term as a Director.

Director appointments are limited as follows: each city/town Member shall appoint its city/town manager to serve as its Director, and the County of Sonoma shall appoint its Sheriff to serve as its Director.

- ii. Alternate Directors. Members not entitled to appoint a Director are authorized to each appoint one Alternate Director to the Board.

Alternate Directors are non-voting members of the Board who shall have the right to receive notice of Board meetings and materials distributed to the Board, and to participate in, but not to vote at, all Board meetings.

Further, in the event there are fewer than nine (9) Directors present to vote at any particular Board meeting, then Alternate Directors shall be selected on rotating basis to serve as voting Directors at that meeting to reach a total of nine (9) voting Directors.

Upon selection and appointment of an Alternate Director to sit on the Board as a voting Director for the designated term or a particular meeting, that Alternate Director shall be considered a voting Director for all purposes.

All requirements and procedures related to the selection of Alternate Directors to serve as voting Directors shall be set out in the SCPSC's Bylaws.

- iii. Categories of Officials Authorized to Serve as Directors. Only the following categories of officials are entitled to be appointed and serve as Directors and Alternate Directors to the Board: county sheriffs; chiefs of police; county administrators, city/town managers or their equivalents; chairs or executive directors of the governing boards of Joint Powers Authority entities; or executive/regional directors or commanders of other public safety agencies.
- iv. Delegation of Director Duties. Each Director and Alternate Director is entitled to delegate his/her official duties to another individual only if he/she is otherwise authorized to serve as a Director under subsection 7.a.iii. Any such delegation must be made on a periodic basis, rather than a meeting-to-meeting basis. Aside from this exception, authority to vote as a Director cannot be delegated to any person other than the appointed individual.

- b. Authority of the Board of Directors. On behalf of the SCPSC, the Board of Directors shall have the authority to take the following actions:
 - i. Approve and adopt annual SCPSC budgets, and any modifications or amendments thereto;
 - ii. Approve the addition or removal of member agencies;

- iii. Create and appoint ad hoc or single-purpose committees or workgroups, and delegate responsibilities thereto;
 - iv. Adopt Bylaws, and any modifications thereto, related to the conduct and administration of the Board of Directors, the operation of SCPSC, or delegation of duties;
 - v. Acquire, construct, manage, maintain or operate any building, works or improvements;
 - vi. Enter into contracts;
 - vii. Hire agents, employees, or representatives;
 - viii. Engage consultants or experts to provide advice or assistance;
 - ix. Purchase, hold, or dispose of property;
 - x. Incur debts, liabilities or obligations in accordance with the terms and provisions of Section 11, below;
 - xi. To apply for, accept, and receive all permits, grants, loans, or other aids from any federal, state, or local public agency;
 - xii. To impose, levy, collect or cause to be collected, to receive and use sales taxes, parcel taxes, Mello Roos taxes, revenue taxes, property taxes, special taxes, or any other type of tax or assessment, as authorized by law, provided that the governing bodies of at least two thirds (2/3) of the JPA Members provide prior authorization for such action(s);
 - xiii. To promulgate, adopt, and enforce any ordinances, policies, rules and regulations as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement;
 - xiv. To sue and be sued in the name of the SCPSC; and
 - xv. To exercise all powers reasonable or necessary to accomplish the foregoing.
- c. Quorum and Voting. The Board of Directors shall not take any action without a quorum present. A quorum shall consist of at least 51% of the total number of voting Directors appointed to the Board at any one time. Except as expressly authorized herein, all actions taken by the Board of Directors shall be by majority vote (at least 51%) of the total number of Directors authorized to vote and present at the meeting. Each of these Directors of the Board shall have one vote. Directors of the Board must be present to vote, and will be considered present when

appearing by telephone or video conference call (when feasible and in compliance with Government Code Section 54953(b)).

- d. Meetings. The Board of Directors shall hold meetings at least two times a year. Additional meetings may be called by the Chair or Executive Director on an as-needed basis. Minutes on actionable items shall be prepared and maintained. All meetings of the Board of Directors including, without limitation, regular, adjourned regular, special, and emergency meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Government Code Section 54950).
- e. Bylaws. The Board of Directors shall adopt, and modify when necessary, a set of Bylaws which shall address how the Board shall conduct its meetings and other matters regarding its operation and the administration of the SCPSC.

8. Officers.

- a. Executive Director. An Executive Director shall be appointed by the Board of Directors to attend to the business and administrative duties of the SCPSC, and shall have the necessary authority to carry out such tasks. The Executive Director shall also have charge of and access to property of the SCPSC, and shall file an official bond in the amount of \$500, pursuant to Government Code § 6505.1. SCPSC shall pay for the premium cost of the bond.
- b. Treasurer. The Auditor-Controller/Treasurer-Tax Collector of the County of Sonoma is appointed as the Treasurer for SCPSC pursuant to Government Code Section 6505, and shall take all such actions required therein and as otherwise required by law.
- c. Auditor/Controller. The Board of Directors shall appoint one of its members (or designee) to be the Auditor/Controller for SCPSC pursuant to Government Code Sections 6505 and 6505.5, for the purposes of carrying out the actions required therein, including but not limited to, authorizing disbursement of SCPSC funds pursuant to the approval of the Board of Directors. Further, the Auditor/Controller shall contract with a certified public accountant or a public accountant to perform a financial audit of SCPSC for each fiscal year of its operation. The annual financial audit shall not include an audit of operations, unless so designated by the Board of Directors. The Auditor/Controller also may, from time to time, designate another public employee or agent to act on his/her behalf with respect to the duties required herein.
- d. Compensation for Treasurer, Auditor/Controller. In accordance with Government Code Section 6505.5, the governing body(ies) of the same public entity(ies) as the Treasurer and/or Auditor/Controller shall determine charges to be made against SCPSC for the services of the Treasurer and/or Auditor/Controller, if any. Such

charges, if any, will be applied to offset assessments/contributions due from such entity(ies).

9. General System Support. The Board of Directors shall select and contract with a public or private entity to perform SYSTEMS maintenance, improvement, and various support services. The entity performing General System Support for the SCPSC may be considered a third-party beneficiary under this Agreement if expressly set forth in the services contract.
10. Administrative Support. The Board of Directors may also delegate or contract for various other support services including, but not limited to, providing administrative staff support to the Board, the Executive Director, and/or any committees or sub-committees.
11. Fiscal Year and Annual Budget/Financing.
 - a. Fiscal Year. The SCPSC's fiscal year shall be the twelve (12) month period commencing each July 1, and ending June 30.
 - b. Annual Budget. The SCPSC shall operate under an approved fiscal year budget as adopted by its Board of Directors. It may not operate at a deficit. The entire operation of the SCPSC shall be paid through its revenues with the remainder paid by its Members. The annual or modified/amended budget shall determine the total amount of assessment required to be paid by each Member. When determining assessments, the Board of Directors shall allocate all costs fairly and equitably among the Members, and should consider usage and SYSTEMS connections, among other factors, as allocation bases. Once adopted annually for each fiscal year, the total annual budget may only be increased by supermajority (2/3) vote of the Board of Directors.
 - c. Budget Elements. The Board of Directors, in adopting an annual budget, thereby fixes the assessments against the Members, which is binding thereon. The budget shall include, but is not limited to, the following components:
 - i. Operational and Maintenance Expenses. The costs of operating and maintaining the public safety SYSTEMS, the services of the General System Support, and other approved programs and technologies shall be billed to the Members quarterly in accordance with and not to exceed the budget categories of expenditures as set forth in the annual Budget (or modifications/ amendments thereof). Members shall pay SCPSC within thirty (30) days after receipt of such invoice. SCPSC may charge interest on any past due payments at the rate of interest paid by the County of Sonoma Treasurer/Tax Collector for County departments or public entities participating in the pooled funds account for the period of time for which the payment is past due. SCPSC may proceed with the offset process for any past-due payments in accordance with Government Code Section 907.

- ii. Capital Expenditures. Capital expenditures shall include the costs of original purchase of communications and computer equipment, hardware, software and other fixed asset items typically having a useful life of more than one (1) year, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item. Capital expenditures shall be shared by the Members as determined by the Board of Directors, except capital expenditures which are incurred for and are unique to a minority of the Members, in which case such minority shall share the expense as determined by the Board of Directors.
- iii. Budget Surplus or Deficit. The Executive Director shall disclose to the Board of Directors whether there is projected to be a budget surplus or deficit at the end of each fiscal year. The Board of Directors shall determine how to address any budget surplus or deficit.

12. Term of Agreement and Termination. This Agreement shall be deemed to go into effect on March 1, 2020 (the "Effective Date"), and shall continue in full force and effect until rescinded or terminated, as set forth below.

- a. Termination of Individual Membership. Any Member may terminate its participation in this Agreement by giving written notice to the Board of Directors not less than one hundred eighty (180) days before the beginning of the next fiscal year, which termination shall be effective only on the beginning of the next fiscal year.
 - i. If a Member terminates its participation in this Agreement, it shall pay its portion of costs for which it is responsible for paying up to the date of termination.
 - ii. Upon termination of a Member's participation in this Agreement, the Board of Directors shall determine the terms and conditions pursuant to which each Member shall retain SYSTEMS equipment or related assets acquired in connection with its participation in the SCPSC, including determining whether any compensation is owed for contributions or costs. No terminating Member is entitled to receive refunds for monies paid to SCPSC, regardless of whether such monies have been allocated or not.
 - iii. Liquidated damages shall be assessed against any Member terminating its participation in this Agreement based on the impossibility of determining the actual damages of such termination on the SCPSC and its members. Such liquidated damages shall be in an amount equal to one hundred twenty-five percent (125%) of all monies that the Member was obligated

to pay to the SCPSC during the fiscal year immediately prior to the effective date of termination.

- iv. Any monetary obligations assessed under this section shall be due to be paid to the SCPSC within ninety (90) days after the effective date of termination.
 - b) Effect of Termination by Less than All Members. Termination of this Agreement by any Member shall not be construed as a completion of the purpose of this Agreement and shall not require the repayment or return to the Members of all or any part of any contributions, payments, or advances made by the Members until this Agreement is rescinded or terminated as to all Members.
 - c) Termination of Agreement by All Members. At any time, this Agreement may be rescinded and terminated, and the SCPSC may be dissolved, by a unanimous vote of the governing bodies of all Members or a vote of all but one of the Members (i.e., a single Member cannot prevent termination). In such an event, the remaining assets and liabilities of the SCPSC shall be apportioned among all Members according to the relative contributions made by those Members up to the point of termination, which shall be determined by the Board of Directors.
13. Consolidations, Divisions and Annexations of Members. Consolidations of Members with other Members or with non-member agencies, divisions of Members into two or more entities, and annexations of portions of Members shall have no adverse effect on the cost assessments of uninvolved Members. In the event that involved Members cannot reach an agreement with regard to adjusting cost assessments among themselves, and the Local Agency Formation Commission does not determine the cost assessments, the Board of Directors shall resolve the matter after considering and hearing the affected Members.
14. Insurance. The SCPSC shall be required to obtain insurance, or join a self-insurance program(s) in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the SCPSC, and/or any self-insurance programs joined by the SCPSC, shall name each and every Member to this agreement as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. In addition, any insurance program shall include coverage for the General System Support services vendor contract, and the vendor shall be named as an additional insured. Minimum levels of the insurance or self-insurance program shall be set by SCPSC in its ordinary course of business.

When commercially reasonable and appropriate, the SCPSC shall also require its contractors and subcontractors to obtain appropriate insurance and to name the SCPSC as an additional insured by way of express endorsement.

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15. Cooperation in Joint Defense if SCPSC and a Member are Defendants in a Lawsuit. The SCPSC and each Member shall cooperate in the defense of any claim or lawsuit arising from the performance of this Agreement or operation/maintenance of the SYSTEMS in which both the SCPSC and a Member are sued. The required cooperation shall include, but not be limited to, the following:
- a) Mutual exchange of all relevant non-privileged documents without the need for subpoena or formal discovery;
 - b) When considered to be in their mutual best interest, access to all employees with relevant knowledge of the subject matter for the purpose of interviewing those employees without the need for subpoena or formal discovery;
 - c) Early discussion between the SCPSC and a Member or Members in an attempt to reach an agreement as to the most cost-effective strategy for defense; and
 - d) Early discussion as to whether it would be cost effective for one of the defendants to assume the defense of the other defendant in the action in an effort to avoid duplication of attorney's fees.
16. Indemnity. The SCPSC and each of its Members agree to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release each other (including their respective supervisors, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including themselves, resulting from their own respective negligence or willful misconduct arising out of or in connection with the performance of this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the Members hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
17. Property Use and Ownership. Property owned by each of the Members and used in connection with the operations of the SCPSC shall continue to remain their own respective property throughout the term of this Agreement, unless the Member expressly transfers its ownership interests in such property to the SCPSC or another Member in writing.
18. Amendments to Agreement. Any amendments to this Agreement shall be in writing and must be approved unanimously by the governing bodies of each Member.
19. Notice of Amendment of Original Agreement. The SCPSC shall file a notice of the entry of this Agreement with the California Secretary of State (pursuant to Government Code Section 6503.5), and shall file a copy of this Agreement as well as the Original Agreement with the California Controller and the Sonoma County Local Agency Formation Commission (pursuant to Government Code Section 6503.6).

- 20. Notice. Any notice required or permitted to be given under this Agreement shall be in writing. Delivery of such notice shall be conclusively taken and sufficiently given forty-eight (48) hours after deposit in the United States Mail, return receipt requested, with the postage thereon fully prepaid. Such notices shall be mailed to the Member's principal place of business.
- 21. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The Members covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The Members acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one Member in favor of the other. The Members further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 22. No Third Party Beneficiaries. Except as expressly set forth herein, nothing contained in this Agreement shall be construed to create, and the Members do not intend to create, any rights in third parties.
- 23. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.
- 24. Merger. This writing is intended both as the final expression of the Agreement between the Members hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856.
- 25. Authority and Counterparts. The signatories to this Agreement represent that they have been authorized to execute it on behalf of the governing body of their respective public agencies. This Agreement may be signed in any number of counterparts, which collectively shall be considered the Agreement.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed and attested by their proper officers duly authorized, as of the day and year identified below.

ATTEST:
 COUNTY OF SONOMA

By: Mark Esrick
 Name: Mark Esrick
 Title: Sheriff

Date: 1/6/2020

ATTEST:
CITY OF COTATI

By: _____

Name:

Title:

Date: _____

ATTEST:
CITY OF PETALUMA

By: _____

Name:

Title:

Date: _____

ATTEST:
CITY OF ROHNERT PARK

By: _____

Name:

Title:

Date: _____

ATTEST:
CITY OF SANTA ROSA

By: _____

Name:

Title:

Date: _____

ATTEST:
CITY OF SONOMA

By: _____

Name:

Title:

Date: _____

ATTEST:
TOWN OF WINDSOR

By: _____ Date: _____
Name:
Title:

ATTEST:
REDWOOD EMPIRE DISPATCH COMMUNICATIONS AUTHORITY

By: _____ Date: _____
Name:
Title:

ATTEST:
SANTA ROSA JUNIOR COLLEGE DISTRICT

By: _____ Date: _____
Name:
Title:

ATTEST:
CALIFORNIA STATE UNIVERSITY, SONOMA STATE UNIVERSITY

By: _____ Date: _____
Name:
Title: