

JOINT EXERCISE OF POWERS AGREEMENT
Between the
North County Dispatch Joint Powers Authority
and the
City of Escondido

THIS AGREEMENT is made and entered this ____ day of ____, 2023, and is effective beginning the Effective Date (as defined in Section 3), is by and between the City of Escondido, a California charter city and municipal corporation (hereinafter referred to as the “City”) and the North County Dispatch Joint Powers Authority (the “Authority”), a joint exercise of powers authority organized and existing under the laws of the State of California.

WHEREAS, the Authority was created in July 1984 and currently has eight members, including the Rancho Santa Fe Fire Protection District, North County Fire Protection District, and the cities of Encinitas, San Marcos, Solana Beach, Carlsbad, Vista, and Oceanside (the “Member Agencies”); and

WHEREAS, the Authority is authorized to solicit and add additional members; and

WHEREAS, on _____, 2023, the Escondido City Council adopted its Resolution No. ____, approving the City’s addition to the Authority as a member agency; and

WHEREAS, the Authority desires to add the City as a member agency; and

WHEREAS, the Authority and the City desire to provide fire communications and related services and equip, staff, operate a regional public safety services communications facility, and to provide a vehicle for the accomplishment thereof; and

WHEREAS, the Authority and the City desire to accomplish the aforesaid purpose by jointly exercising their common powers in the manner set forth in this Agreement; and

WHEREAS, the Authority and the City are authorized to jointly exercise their powers pursuant to the provisions of Article 2, Chapter 4, Part 2, Division 2, Title 5, sections 55631 through 55634, and Article 1, Chapter 5, Division 7, Title 1, sections 6500 through 6530, of the Government Code of the State of California.

NOW, THEREFORE, the Authority and the City for and in consideration of mutual benefits promise and agree as follows:

SECTION 1. *Purpose.* The purpose of this Agreement is to add the City to the Authority as a “Member Agency” as defined in Section 2(J) of the Second Amended and Restated Joint Exercise of Powers Agreement for “North County Dispatch Joint Powers Authority”, dated May 28, 2009. This Agreement is made pursuant to Section 15 of the Second Amended and Restated Joint Exercise of Powers Agreement for “North County Dispatch Joint Powers Authority”, dated May 28, 2009, and the First Amendment to the Second Amended and Restated Joint Exercise of

Powers Agreement for “North County Dispatch Joint Powers Authority”, dated March 4, 2015 (the “Authority Agreement”). The Authority Agreement is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 2. *Adoption of JPA.* On _____, 2023, the City Council of the City of Escondido approved this Agreement, together with its attachments or other documents described or incorporated herein. To the extent that they are not in conflict with this Agreement, all of the rights and obligations conferred on Member Agencies pursuant to the Authority Agreement shall apply to the City as of the Effective Date of this Agreement.

SECTION 3. *Term.* This Agreement shall be effective upon approval of the Escondido City Council and the Board of Directors of the Authority but shall have an effective date of **December 31, 2023** (the “Effective Date”). However, and subject to Section 5 (Start-Up Costs) and Section 6 (Additional Costs), the City’s annual assessments under Section 7 (Annual Assessments, Budget) of this Agreement and Section 6(C) of the Second Amended and Restated Joint Exercise of Powers Agreement for “North County Dispatch Joint Powers Authority”, dated May 28, 2009, will not commence until December 31, 2024, or one (1) year after the Effective Date of this Agreement, whichever is later.

This Agreement is binding on the Parties and will remain in effect until the total number of Member Agencies falls below two (2) or the City withdraws from the Authority under Section 12 (Withdrawal) of the Authority Agreement, or the Member Agencies agree to terminate the Authority under Section 13 (Dissolution and Disposition of Assets) of the Authority Agreement.

SECTION 4. *Buy-In Fee/Disposition of Assets.* As incentive for joining the Authority, the City shall not pay a buy-in fee for the first year of this Agreement as could be required under Section 15(C) of the Authority Agreement if, and only if, the City becomes a Member Agency on or before December 31, 2023. If the City becomes a Member Agency after December 31, 2023, the Parties agree to enter into good faith negotiations to determine what, if any, buy-in fee shall be imposed, which shall take into consideration the financial impact that the delay in joining the Authority has on the Authority that are not included in the Start-Up Costs (as hereinafter defined).

Notwithstanding its immediate status as a “voting member” of the Authority as of the Effective Date of this Agreement, the City shall not be eligible to share in the distribution of funds or property as may be authorized under the Authority Agreement for a period of 10 years following the Effective Date of this Agreement or prior to January 1, 2034 (the “10-Year Distribution Waiver”), whichever is earlier, on the basis that City is paying no buy-in fee as a share of the Authority’s assets. Therefore, the City will not receive, and hereby expressly waives any rights to proceeds in accordance with Sections 13(G) and 13(H) of the Authority Agreement for the 10-Year Distribution Waiver period. Following the expiration of the 10-Year Distribution Waiver period, the City shall share in any distribution of the Authority’s funds, property, and/or assets in the same manner as any other Member Agency in accordance with the terms of the Authority Agreement, including any amendment or restatement thereto.

SECTION 5. *Start-Up Costs.* "Start-Up Costs" are defined as costs incurred by the Authority that are directly related to the City becoming a Member Agency of the Authority. The City will pay such Start-Up Costs incurred by the Authority to hire three (3) additional dispatchers, including, but not limited to, actual salaries and benefits paid during the first year of this Agreement. As of the Effective Date of this Agreement, the Parties estimate Start-Up Costs to be in an amount of \$130,000 for each new dispatcher, for a total estimated cost of \$390,000. The Parties understand and agree that such amount is an estimate and that the actual amount may be more or less than the total estimated cost. However, the total amount of Start-Up Costs resulting from the first year of the City's membership to the Authority shall not exceed \$400,000. The City agrees to reimburse the Authority of the actual and reasonable Start-Up Costs, which shall not exceed \$400,000, without additional approval from its City Council. Any amounts in excess of \$400,000 shall require the approval of the Escondido City Council. At the conclusion of the first year of this Agreement, the Authority will perform an analysis of the specific actual costs incurred and will provide the City with a summary. The Authority will invoice 25% of the Start-Up Costs to the City as part of regular Q1 billing in years two (2) through five (5) of this Agreement.

SECTION 6. *Additional Costs.* The City may incur additional costs in the process of obtaining dispatch services from the Authority. Costs such as any purchase or modification of software licenses, station alerting, computer workstations, printers, power supplies, wiring and any other appurtenance which may reside at a facility owned or operated by either the Authority or the City will not be covered as a Start-Up Cost as outlined in Section 5 (Start-Up Costs). The City is responsible for such additional costs described in this Section 6 (Additional Costs).

SECTION 7. *Annual Assessments, Budget.* The City's assessment for the period of January 1, 2025 through June 30, 2025 shall be determined pursuant to Section 6(C) of the Authority Agreement, and based upon anticipated operating expenses of the Authority with the City as a Member Agency.

SECTION 8. *Severability.* Should any provision of this Agreement be unenforceable for any reason, the remaining provisions are deemed severable and will remain valid and enforceable.

SECTION 9. *Amendments.* This Agreement represents the entire understanding between the Parties regarding the City's acceptance as a member in the Authority and supersedes all previous understandings and agreements. Following the full and complete 10-Year Distribution Waiver period, the terms of the Authority Agreement will survive this Agreement and control the relationship between the Authority and the City. This Agreement may be amended only through a written document that is executed by both Parties.

SECTION 10. *Successors.* This Agreement is binding upon and inures to the benefit of the successors of the Parties.

CITY OF ESCONDIDO

By:_____

Dane White, Mayor

ATTEST:

By:_____

John V. Tenger, Fire Chief

NORTH COUNTY DISPATCH JOINT POWERS AUTHORITY

By:_____

Ken Munson, Chair of the Board

ATTEST:

By: _____

Christopher D Herren, Secretary of the Board