



**COMMISSION BOARD**  
**Sue Zwahlen**, City of Modesto Mayor  
**Buck Condit**, Board of Supervisor, District 1  
**Nick Bavaro**, Councilmember, District 4  
**Mani Grewal**, Board of Supervisor, District 4  
3705 Oakdale Rd.  
Modesto, CA 95357  
Phone: 209.552.3900 Fax: 209.552.3950

## CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION AGENDA

June 26, 2024

**SPECIAL MEETING**  
**2:00 PM**

**REGULAR MEETING**  
**3:30 p.m.**

Stanislaus Regional 9-1-1  
Briefing Room  
3705 Oakdale Rd, Modesto, CA 95357  
Modesto, CA 95357  
[www.sr911.org/consolidated.shtm](http://www.sr911.org/consolidated.shtm)

The Consolidated Emergency Dispatch Agency Commission welcomes you to its meetings, which are held by announcement, and your interest is encouraged and appreciated.

**PUBLIC COMMENT PERIOD:** Matters under the jurisdiction of the Commission, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Commission for consideration. However, California law prohibits the Commission from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Consolidated Emergency Dispatch Agency Commission for Stanislaus Regional 9-1-1. Any member of the public wishing to address the Commission during the "Public Comment" period shall be permitted to be heard once for up to 5 minutes. Please complete a Public Comment Form and give it to the Clerk of the Commission.

The agenda is divided into two sections:

**CONSENT CALENDAR:** These matters include routine financial and administrative actions and are identified with an asterisk (\*). All items on the consent calendar will be voted on as a single action at the beginning of the meeting under the section titled "Consent Calendar" without discussion. If you wish to discuss an item on the Consent Calendar, please notify the Clerk of the Commission prior to the beginning of the meeting or you may speak about the item during Public Comment Period.

**REGULAR CALENDAR:** These items will be individually discussed and include all items not on the consent calendar, all public hearings and correspondence.

**CLOSED SESSION:** Is the portion of the meeting conducted in private without the attendance of the public or press to discuss certain confidential matters specifically permitted by the Brown Act. The public will be provided an opportunity to comment on any matter to be considered in closed session prior to the Commission adjourning into closed session.

**ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE COMMISSION ON A MATTER ON THE AGENDA:** Please raise your hand or step to the podium at the time the item is announced by the Commission Chairperson. In order that interested parties have an opportunity to speak, any person addressing the Commission will be limited to a maximum of 5 minutes unless the Chairperson of the Commission grants a longer period of time.

**BOARD AGENDAS AND MINUTES:** Materials related to an item on this Agenda submitted to the Commission after distribution of the agenda packet are available for public inspection in the Commission Clerk's office at 3705 Oakdale Rd, Modesto, CA 95357 during normal business hours.

**NOTICE REGARDING NON-ENGLISH SPEAKERS:** Consolidated Emergency Dispatch Agency Commission meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

**REASONABLE ACCOMMODATIONS:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Commission at (209) 552-3900. Notification 72 hours prior to the meeting will enable the Commission to make reasonable arrangements to ensure accessibility to this meeting.

**Special Meeting  
2:00 pm**

- 1.0 Closed Session: Public Employee Appointment: Title: Director of Emergency Dispatch. Government Code Section 54957.

**Regular Meeting  
3:30 pm**

- 2.0 Pledge of Allegiance
- 3.0 Public Comment Period
- 4.0 Consent Calendar
  - 4.1 Approve Minutes of April 24, 2024, Meeting
  - 4.2 Update Regarding Fifth Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services and Appointment of Consolidated Emergency Dispatch Agency Commissioners
- 5.0 Regular Agenda
  - 5.1 Conduct the Annual Appointment of President, Vice President, and Secretary to the Consolidated Emergency Dispatch Agency Commission Effective June 1, 2024
  - 5.2 Consider the Approval of the Fiscal Year 2024-2025 Meeting Dates for the Consolidated Emergency Dispatch Agency Commission and User Committee Meetings
  - 5.3 Consider the Approval of the Fiscal Year 2024 Year End Adjustment
  - 5.4 Consider the Approval of the Stanislaus Regional 911 Fiscal Year 2024/2025 Final Budget and Related Actions
  - 5.5 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Professional Services Agreement with Jocelyn E. Roland, PH. D. for Psychological Screening and Counseling Services in an Annual Amount Not to Exceed \$21,000
  - 5.6 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Agreement

with Simpson Investigation Services Group for Background Investigation Services in an Annual Amount Not to Exceed \$20,000

- 5.7 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Agreement with Rank Investigation and Protection Inc. for Background Investigation Services in an Annual Amount Not to Exceed \$20,000
- 5.8 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Professional Services Agreement with Cordico Psychological Corporation for Psychological Screening Services in an Annual Amount Not to Exceed \$9,000
- 5.9 Consider the Approval of the Computer Aided Dispatch (CAD) System Procurement and Authorize Staff to Pursue Procurement Through the Approved Procurement Option
- 6.0 Informational
  - 6.1 Executive Director Report
- 7.0 Commissioner Reports
- 8.0 Correspondence
- 9.0 Adjournment



#### **Commission Board**

**Sue Zwahlen, President**, Mayor, City of Modesto  
**Buck Condit**, Vice President, Board of Supervisors, District 1  
**Ruben Imperial**, Asst. Executive Officer, Stanislaus County  
**Scotty Douglass**, Deputy City Manager, City of Modesto  
**Michael Pitcock**, City Manager, City of Waterford  
**Jeff Dirkse**, Sheriff, Stanislaus County  
**Kevin Wise**, Interim Fire Chief, City of Modesto

3705 Oakdale Rd.  
Modesto, CA 95357

Phone: 209.552.3900 Fax: 209.552.3950

## **CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION** **MINUTES**

**April 24, 2024**

**Regular Meeting Minutes**  
**1:00 p.m.**

**City-County Administration Building**  
**1010 10<sup>th</sup> Street, Board Chambers–Basement Level**  
**Modesto, CA 95354**  
[www.sr911.org/consolidated.shtm](http://www.sr911.org/consolidated.shtm)

### **1.0 Open and Welcome**

Meeting called to order at 2:00 p.m. by President, Sue Zwahlen

Commission Members Present: President, Mayor Sue Zwahlen; Vice President, Supervisor Buck Condit; Waterford City Manager, Michael Pitcock; Modesto Police Chief, Brandon Gillespie (for Modesto Interim Fire Chief, Kevin Wise); Modesto Deputy City Manager, Scotty Douglass; Stanislaus County Sheriff, Jeff Dirkse; Stanislaus County Assistant Executive Officer, Ruben Imperial

### **2.0 Pledge of Allegiance to the Flag**

### **3.0 Public Comment Period**

None.

### **4.0 Consent Calendar**

#### **4.1 Approve Minutes of August 16, 2023, Regular Meeting**

*Motion to Approve Consent Calendar made by Commissioner Condit, seconded by Commissioner Dirkse, Approved 7-0 unan.*

5.0 Regular Agenda

5.1 Consider the Approval of the Stanislaus Regional 9-1-1 Fiscal Year 2025 Proposed Budget and Approve the Use of Fiscal Year 2023 Surplus Funds and Agency Contingency Funds to Offset Fiscal Year 2025 Partner Agency Contributions

Stanislaus Regional 9-1-1 (SR911) Interim Executive Director Kasey Young (Young) thanked Brooke Freeman (Freeman), SR911 Interim Business Manager for her support and help with the preparation of the budget. Young described the development and progression of the budget. Young shared the budget includes the recently approved reduction of six Dispatcher positions and the addition of nine Call Taker positions in response to staff reports of an immediate need to build call-taking capacity, as informed by an International Academies of Emergency Dispatch study and a CalOES corrective action plan. Additionally, an organizational staffing study was completed in response to a request by SR911 to review the need for a supervisor classification. It was determined that adding supervisors to the organizational structure allowed for the addition of call-takers and deletion of other positions to bring about efficiencies and compacity for SR911 to meet its obligations. SR911 is detailing a fully funded budget based on a status quo service level, meaning no positions are eliminated or unfunded so that SR911 can maintain their current service levels while navigating through options to continue partnerships. The goal for the organization is to maintain the services that have been increased. Freeman shared the details of the budget schedules. Commissioner Imperial proposed a motion to form a work group so they can look at the one million unrestricted funds in greater detail and make decisions on how they would apply and use those funds. The commission members asked clarifying questions regarding the budget. Chief Executive Officer Jody Hayes answered a few budget questions that the commission members had.

*Motion to form a work group to work with staff and to come back and make recommendations regarding the final budget, considering vacancy rates, retrained earnings, unassigned fund balance, etc. It is also recommended the City Manager and CEO office assign staff to work with SR911 staff made by Commissioner Imperial, seconded by Commissioner Condit, Approved 7-0 unan.*

5.2 Consider the Approval of the Stanislaus Regional 9-1-1 Proposed Five (5) Year Capital Improvement Plan

Young shared that the Capital Improvement Plan (CIP) is a companion planning document to the annual SR911 budget process. Young presented the SR911 Proposed Five (5) Year Capital Improvement Plan.

*Motion to Approve the Stanislaus Regional 9-1-1 Proposed Five (5) Year Capital Improvement Plan made by Commissioner Condit, seconded by Commissioner Gillespie, Approved 7-0 unan.*

- 5.3 Consider Authorizing Stanislaus Regional 9-1-1 to Enter into an Agreement with Next Generation Advanced to Replace the Stanislaus Regional 9-1-1 Telephone System with the State Emergency Telephone Number Account (SETNA) Funds Using the Direct Funding Model

Young shared that California 9-1-1 Emergency Communications Branch remains focused on enabling Public Safety Answering Points (PSAPs) to provide the fastest, most reliable, and cost-effective access to emergency services for any 9-1-1 call in California from any communications device. The current 9-1-1 system is unable to efficiently integrate with today's newer technologies and lacks the reliability and monitoring capabilities needed to support today's increase disaster environment. There is an urgent need to transform California's 9-1-1 system into a Next Generation 9-1-1 (NG9-1-1) system which will provide multi-layered redundancy and a common technology platform for alerts and warnings. Some of the advantages of NG9-1-1 system include allowing agencies to reroute 911 calls to each other during disasters. This will be policy-based routing to automatically roll over 911 calls to partner PSAPs. It will also allow flexibility to distribute calls between multiple PSAPs or transfer calls out of county or out of region. SR911 current telephone system is in its 8<sup>th</sup> year of life. The States recommended replacement is at 5 years. The current system is at 3 years beyond its recommendation. PSAPs are required to select new providers that are approved by the state. SR911 staff evaluated 4 approved State providers phone system vendors in March 2023. SR911 staff recommend NGA as the provider. The California Master Purchase Agreement will be used to select the vendor and eliminates the need to go through the RFP process. SR911 is approved for the use of \$933,000 from the State Emergency Telephone Number Account (SETNA) funds. SR911 will use the direct funding model with no impact to the SR911 budget and the State will be billed directly. The funds are available to SR911 for the purchase of a new telephone system if the purchase is initiated on or before July 9, 2024.

*Motion to Authorize SR911 to Enter into an Agreement with Next Generation Advanced to Replace the Stanislaus Regional 9-1-1 Telephone System with the State Emergency Telephone Number Account (SETNA) Funds Using the Direct Funding Model made by Commissioner Dirkse, seconded by Commissioner Gillespie, Approved 7-0 unan.*

- 5.4 Update on the Stanislaus Regional 9-1-1 Computer Aided Dispatch (CAD) System and Possible Direction Regarding Replacement of Stanislaus Regional 9-1-1 Computer Aided Dispatch System

Young share that SR911's current Dispatch Now product is two software versions behind, and there is no option to update it. The technology is

antiquated and the potential for system failure exists. SR911 is unable to support the functionality that other CAD systems have today. Options for future growth are limited and, in some cases, impossible. The level of service to the community and first responders is negatively impacted due to outdated technology and lack of functionality. For these reasons, SR911 needed to expedite the timeline for a replacement CAD product to support a large multi-discipline, multi-agency dispatch center and all the JPA partners. SR911 began evaluating CAD systems to meet the dispatch centers and partners' needs. Several vendors were considered. The options were narrowed down to three vendors: Oracle America Inc., EMERES, and Central Square Technologies. All JPA partners were invited to attend demonstrations and provide feedback. As a result of this comprehensive evaluation, it became obvious Central Square Technologies would be the best fit for interoperability, implementation, and configuration. Therefore, the Central Square product is recommended as the replacement CAD System. Should the Commission provide direction to SR911 staff to further pursue the Central Square CAD system, staff will work with leadership from City of Modesto and Stanislaus County to evaluate specific options for contracting these services and will return to the Commission for consideration and approval. The Commission Members asked clarifying questions regarding the CAD system.

Public Comment: Daniel Phillips (Phillips), SR911 Dispatch Supervisor, shared the urgent need for a new CAD and the risk to the officers and fire fighters using the current CAD system. Phillips also recommended they go with Central Square.

Commission Members shared comments and concerns regarding the CAD System. Young shared the CFO from Central Square provided SR911 a statement on the financial stability and liability of the company and shared it with the Commission Members. Commission Members discussed their thoughts on Central Square as the CAD vendor.

*Motion directing staff to pursue Central Square CAD System and work with leadership from the City of Modesto and Stanislaus County to evaluate specific options for contracting the services and returning to the Commission for consideration and final approval with the path forward for procurement and direction for pursuing a contract with Central Square made by Commissioner Douglass, seconded by Commissioner Pitcock. The motion passed 6-1, with Commissioners Zwahlen, Condit, Imperial, Douglass, Pitcock and Gillespie voting in favor, and Commissioner Dirkse voting against.*

## 6.0 Informational

### 6.1 Update on New JPA Governance Structure

Joe Lopez (Lopez), City Manager with the City of Modesto, gave an update on the new JPA Governance Structure. Lopez shared that for the last 6-months

the City Manager's Office and the Chief Executive Office have been working together to come up with an interim plan to carry SR911 moving forward to provide more efficiencies in the way they deliver services. This matter does not require action from CEDAC today, they just wanted to share what their proposal is for the new governance. Jody Hayes (Hayes), Chief Executive Officer, shared that the intent of the process was to focus on the different roles and responsibilities of the board. In the new governance structure, it would consist of two Modesto City Councilmembers and two County Board Members recognizing equal representation of the two largest agencies that fund all these services. The role of the board would be to appoint and evaluate SR911 Director, focus on the annual budget and to monitor performance. There only needs to be two meetings per year at a minimum and that is to review the budget and review performance outcomes as well as any strategic capital improvement plans or any other personnel actions. The Director can call for special meetings to resolve any matters or call for a special meeting for midyear changes to the service levels. The city and the county will each assign one personnel to help support the director throughout the year. In addition, there will be a quarterly user forum which is a voluntary optional meeting for any member who receives services from SR911. The forum will provide members an opportunity to review and provide feedback on performance reports, strategic plans, etc. The Modesto City Manager and County Chief Executive Officer will review annual budgets at least 60-days prior to approval as well as any changes to staffing allocations. Lopez reminded the Commission Members that their current agreement expires July 1, 2024, and will be recommending to their Board an extension to that agreement for an additional 6-month while the City's internal workgroup finalize recommendation on the future with SR911. Lopez and Hayes answered questions that the Commission Members had regarding the new governance structure. The current plan is to take this item to the City of Modesto City Council and the Stanislaus County Board of Supervisor by June 2024.

## 6.2 Executive Director Report

Young shared the Operations Reports that highlight operational statistics each month and gave an update on staffing.

## 7.0 Commissioner Reports

Nothing to report.

## 8.0 Correspondence

None

## 9.0 Adjournment

Meeting adjourned at 3:56 pm to closed session.



- 10.0 Closed Session: Public Employee Appointment: Pursuant to Government Code Section 54957(b)(1) the Commission will consider the appointment of Stanislaus Regional 9-1-1 Executive Director

Public Comment: Daniel Phillips (Phillips), SR911 Dispatch Supervisor shared a letter written by the SREDA members regarding Interim Director Kasey Young's great leadership and on the positive changes she has made at SR911.

Before adjourning to closed session Commissioner Zwahlen mentioned that she needed to leave due to a prior engagement and Commissioner Condit would take over as the lead into closed session.

No reportable action.

Closed Session Adjourned at 4:40 pm

ATTESTED: By Melissa Parikh, Consolidated Emergency Dispatch Agency Commission Clerk

*The above is a summary of the minutes of the governing board of the Consolidated Emergency Dispatch Agency Commission. Complete audio minutes are available from the Stanislaus Regional 9-1-1 Administrative Office.*



The professional connection between the community and public safety.

Kasey Young, Interim Executive Director

Vote Required:

☐ Yes ☒ No

**AGENDA DATE:** June 26, 2024

**SUBJECT:** Update Re Update Regarding Fifth Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services and Appointment of Consolidated Emergency Dispatch Agency Commissioners

**DISCUSSION:**

The County Chief Executive Officer and Modesto City Manager convened a workgroup to consider changes to the structure of the Consolidated Emergency Dispatch Agency Commission (CEDAC). The workgroup included executive staff, City Attorney and County Counsel representatives. The workgroup met for approximately six months and formed initial recommendations regarding the future composition of the commission, as well as recommendations to further define roles and responsibilities.

On June 4<sup>th</sup>, 2024, the Modesto City Council and the County Board of Supervisors approved the 5<sup>th</sup> amendment to the Joint Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services. The amendment extended the agreement to December 31, 2024, modified the governing body structure of the Commission, updated quorum, and action requirements, and provided Agency member liaisons to assist the Dispatch Director.

The revised representation on the Commission consists of two members from both the Modesto City Council and the Stanislaus County Board of Supervisors. CEDAC's primary role is to appoint and evaluate the Stanislaus Regional 9-1-1 (SR911) Director, approve the annual budget to establish service levels, approve performance measures, approve the annual performance outcomes report from the SR911 Director, approve strategic plans, and approve the five-year capital improvement plan (updated annually).

CEDAC will meet at least two times per calendar year. The first meeting will occur in February or March to review and approve a budget for the following fiscal year. The second meeting will occur in September or October to review the performance outcomes from the preceding fiscal year. Special meetings may be called to consider midyear changes to service levels if needed and to resolve any matters requested by the SR911 Director.

Under the new amended agreement, the City and County will identify a single representative from each jurisdiction to serve as liaisons to support the SR911 Director throughout the year. Identified liaisons will work with the SR911 Director as needed to guide the development of operational policies, strategic plans, capital improvement plans, monitor performance outcomes, and consider the need for changes in service levels.

At minimum, a quarterly user forum, to which all users of dispatch services will be invited, will be convened by the SR911 Director. The forum will provide users an opportunity to review and provide feedback on performance reports, strategic plans, the Capital Improvement Plan, operational policies, and service capacity.

Please refer to the attached chart as a visual representation of the updated governance structure.

---

#### **FISCAL IMPACT:**

There is no fiscal impact associated with this item.

---

#### **RECOMMENDATION:**

Commission to consider the new CEDAC governance structure.

---

**CONTACT PERSON:** Jody Hayes, Chief Executive Officer  
Stanislaus County, (209) 525-6333

Joe Lopez, City Manager  
City of Modesto, (209) 577-5223

---

**ATTACHMENTS:** A-1: Fifth Amendment to the Joint Exercise of Powers Agreement Between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services (4 pages)  
A-2: New JPA Governance Structure (1 page)  
A-3: Board of Supervisors Agenda Item (8 pages)  
A-4: Modesto City Council Agenda Item (3 pages)

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

This Fifth Amendment to the Joint Exercise of Powers Agreement ("Fifth 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 June 4th, 2024.

**RECITALS**

**WHEREAS**, on September 1, 1999, Modesto and the County entered into the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services ("Agreement"), creating a joint powers agency for the purpose of providing dispatch services; and

**WHEREAS**, on August 23, 2016, Modesto and the County entered into the First Amendment to the Agreement; and

**WHEREAS**, in October 2021, Modesto provided written notice of its intent to terminate the Agreement, effective January 1, 2024; and

**WHEREAS**, on May 3, 2022, Modesto and the County entered into the Second Amendment to the Agreement; and

**WHEREAS**, on December 6, 2022, Modesto and the County entered into the Third Amendment to the Agreement; and

**WHEREAS**, on December 8, 2023, Modesto and the County entered into the Fourth Amendment to the Agreement, extending the term of the Agreement to terminate on June 30, 2024; and

**WHEREAS**, Modesto and the County agree to amend the Agreement for a fifth time to extend the term of the Agreement, the governing body structure of the Commission and to designate Agency Member Liaison to assist the Dispatch Director as set forth in this Fifth Amendment.

**NOW, THEREFORE**, Modesto and the County hereby agree as follows:

**AGREEMENT**

1. Section 5, "Term," of the Agreement is hereby amended as follows:

"5. Term.

5.1 This Agreement shall become effective as of September 1, 1999, and shall continue in full force and effect until ~~June 30, 2024~~ **December 31, 2024**, ("Termination Date"), unless Modesto and the County mutually agree to extend the Agreement.

- 5.2 Modesto and the County shall work in good faith to make appropriate arrangements to independently or jointly provide Emergency Dispatch Services on or before the Termination Date.
- 5.3 Modesto and the County shall work in good faith to ensure that all indebtedness, claims, and liabilities incurred by the Agency are fully and completely satisfied on or before the Termination Date.
- 5.4 All property owned by the Agency shall be distributed equally to Modesto and the County, unless otherwise approved by the Members on or before the Termination Date."

2. Section 8, "Commission," of the Agreement is hereby deleted and replaced to change the membership of the Commission to two (2) Modesto representatives and two (2) County representatives to read as follows:

"8. Commission.

- 8.1 Commission. The Agency shall be administered by a four (4)-member commission (the "Commission"), as permitted under Section 6506 of the Government Code, which shall consist of:
  - 8.1.1 Two (2) members of the Modesto City Council, selected by the City Council. The City Council shall also select one (1) alternate to serve in the absence of one of the two (2) Modesto selected members. The alternate under this Section shall also be a member of the Modesto City Council.
  - 8.1.2 Two (2) members of the County's Board of Supervisors, selected by the Board of Supervisors. The Board of Supervisors shall also select one (1) alternate to serve in the absence of one of the two (2) County selected members. The alternate under this Section shall also be a member of the County's Board of Supervisors.
- 8.2 Individual Capacity. Each member of the Commission shall serve in his or her individual capacity as a member of the Commission.
- 8.3 Term of Service.
  - 8.3.1 The Commissioners appointed by the City Council (and the alternate) shall serve at the pleasure of the City Council.
  - 8.3.2 The Commissioners appointed by the Board of Supervisors (and the alternate) shall serve at the pleasure of the Board of Supervisors.
- 8.4 Reimbursement of Expenses. Members of the Commission and their alternates shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate if the Commission shall so determine."

3. Section 9.5, "Quorum; Actions," of the Agreement is hereby amended as follows:

"9.5 Quorum; Actions. ~~Three~~ **Four** Commissioners shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as otherwise provided by law, the Commission shall take no action except upon the affirmative vote of ~~three~~ **four** members."

4. Section 12, "Other Officers and Employees," of the Agreement is retitled to "Other Officers, Employees, and Member Liaisons," and amended to include Agency Member Liaisons as follows:

"12. Other Officers, ~~and Employees,~~ and Agency Member Liaisons.

**12.1.** In furtherance of its purpose as provided in Section 2.1 hereof, the Commission shall have the power to appoint such other officers and employees as it may deem necessary, and to retain independent accounts, counsel, engineers, architects, construction managers and other consultants.

**12.2. Modesto and the County shall each assign one (1) Agency Member Liaison. The Agency Member Liaisons shall perform the following functions:**

**12.2.1. Provide Day-to-day oversight and support for the Dispatch Director;**

**12.2.2. Work with the Dispatch Director to guide development of operational policies, strategic plans, and Capital Improvement Plans;**

**12.2.3. Monitor performance outcomes and changes to service levels as needed; and**

**12.2.4. Provide the Commission with feedback related to the Dispatch Director's performance during the Director's evaluation."**

5. 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 Fifth Amendment.

6. The signatures of Modesto and the County to this Fifth Amendment may be executed and acknowledged on separate pages or in counterparts, which, when attached to this Fifth Amendment, shall constitute one complete Fifth Amendment.

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

CITY OF MODESTO

  
\_\_\_\_\_  
Joseph P. Lopez, City Manager

Date: June 17, 2024

Approved as to Form:

  
\_\_\_\_\_  
Jose M. Sanchez, City Attorney

Date: 6/11/24

COUNTY OF STANISLAUS

  
\_\_\_\_\_  
Jody Hayes, Chief Executive Officer

Date: 6/9/24

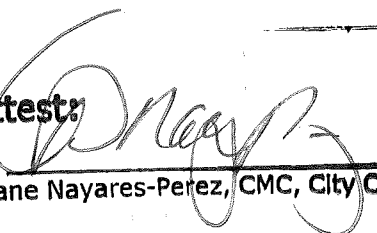
Approved as to Form:

Thomas E. Boze, County Counsel

By:   
\_\_\_\_\_  
Marc Hartley, Chief Deputy County Counsel

Date: May 23, 2024

**Attest:**

  
\_\_\_\_\_  
By  
Diane Nayares-Perez, CMC, City Clerk

## SR 911 Board

2 - *Modesto City Councilmembers*  
2 - *County Board Members*

1. Appoint/Evaluate SR 911 Director
2. Approve annual budget to establish service levels
3. Approve performance measures and annual performance outcomes report from SR 911 Director
4. Approve Strategic plans
5. Approve 5-year Capital Improvement Plan (updated annually)
6. Minimum 2 meetings per year (Brown Act)
  - o Budget review/approval (Feb/March)
  - o Annual performance outcomes (Sept/Oct)
7. Special meetings
  - o Consider midyear changes to service levels if needed (adding/deleting/reclassing staff)
  - o Resolve any matters requested by SR 911 Director

## SR 911 Board

2 - *Modesto City Councilmembers*  
2 - *County Board Members*

1. Appoint/Evaluate SR 911 Director
2. Approve annual budget to establish service levels
3. Approve performance measures and annual performance outcomes report from SR 911 Director
4. Approve Strategic plans
5. Approve 5-year Capital Improvement Plan (updated annually)
6. Minimum 2 meetings per year (Brown Act)
  - o Budget review/approval (Feb/March)
  - o Annual performance outcomes (Sept/Oct)
7. Special meetings
  - o Consider midyear changes to service levels if needed (adding/deleting/reclassing staff)
  - o Resolve any matters requested by SR 911 Director

## SR 911 Board

2 - *Modesto City Councilmembers*  
2 - *County Board Members*

1. Appoint/Evaluate SR 911 Director
2. Approve annual budget to establish service levels
3. Approve performance measures and annual performance outcomes report from SR 911 Director
4. Approve Strategic plans
5. Approve 5-year Capital Improvement Plan (updated annually)
6. Minimum 2 meetings per year (Brown Act)
  - o Budget review/approval (Feb/March)
  - o Annual performance outcomes (Sept/Oct)
7. Special meetings
  - o Consider midyear changes to service levels if needed (adding/deleting/reclassing staff)
  - o Resolve any matters requested by SR 911 Director

- ## SR 911 Board
- 2 - *Modesto City Councilmembers*  
2 - *County Board Members*
1. Appoint/Evaluate SR 911 Director
  2. Approve annual budget to establish service levels
  3. Approve performance measures and annual performance outcomes report from SR 911 Director
  4. Approve Strategic plans
  5. Approve 5-year Capital Improvement Plan (updated annually)
  6. Minimum 2 meetings per year (Brown Act)
    - o Budget review/approval (Feb/March)
    - o Annual performance outcomes (Sept/Oct)
  7. Special meetings
    - o Consider midyear changes to service levels if needed (adding/deleting/reclassing staff)
    - o Resolve any matters requested by SR 911 Director

## Agency Liaisons

- 1 - Assigned annually by Modesto City Council Reps
- 1 - Assigned annually by Board of Supervisors Reps

1. Day-to-day oversight and support for SR 911 Director
2. Work with SR 911 Director to guide development of operational policies, strategic plans and Capital Improvement Plan
3. Monitor performance outcomes and changes to service levels as needed
4. Provide comments on SR 911 Director annual performance evaluation

## Agency Liaisons

- 1 - Assigned annually by Modesto City Council Reps
- 1 - Assigned annually by Board of Supervisors Reps

1. Day-to-day oversight and support for SR 911 Director
2. Work with SR 911 Director to guide development of operational policies, strategic plans and Capital Improvement Plan
3. Monitor performance outcomes and changes to service levels as needed
4. Provide comments on SR 911 Director annual performance evaluation

## Agency Liaisons

- 1 - Assigned annually by Modesto City Council Reps
- 1 - Assigned annually by Board of Supervisors Reps

1. Day-to-day oversight and support for SR 911 Director
2. Work with SR 911 Director to guide development of operational policies, strategic plans and Capital Improvement Plan
3. Monitor performance outcomes and changes to service levels as needed
4. Provide comments on SR 911 Director annual performance evaluation

- ## Agency Liaisons
- 1 - Assigned annually by Modesto City Council Reps
  - 1 - Assigned annually by Board of Supervisors Reps
1. Day-to-day oversight and support for SR 911 Director
  2. Work with SR 911 Director to guide development of operational policies, strategic plans and Capital Improvement Plan
  3. Monitor performance outcomes and changes to service levels as needed
  4. Provide comments on SR 911 Director annual performance evaluation

SR 911 Director

SR 911 Staff

# Quarterly User Forum

*All users invited (optional meeting)*

1. Director to host user forum once per quarter, or more frequently if needed
2. Opportunity to review and provide feedback on Quarterly performance reports, strategic plans, Capital Improvement Plan, operational policies and service capacity

# Quarterly User Forum

*All users invited (optional meeting)*

1. Director to host user forum once per quarter, or more frequently if needed
2. Opportunity to review and provide feedback on Quarterly performance reports, strategic plans, Capital Improvement Plan, operational policies and service capacity

- # Quarterly User Forum
- All users invited (optional meeting)*
1. Director to host user forum once per quarter, or more frequently if needed
  2. Opportunity to review and provide feedback on Quarterly performance reports, strategic plans, Capital Improvement Plan, operational policies and service capacity

**Budget/Staffing Review for Modesto City Manager and County Chief Executive Officer**

1. Review annual budget (60 days prior to approval)
2. Review changes to staffing allocation (60 days prior to approval)

- Budget/Staffing Review for Modesto City Manager and County Chief Executive Officer**
1. Review annual budget (60 days prior to approval)
  2. Review changes to staffing allocation (60 days prior to approval)



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

DEPT: Chief Executive Office

BOARD AGENDA:5.B.12  
AGENDA DATE: June 4, 2024

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: No

---

**SUBJECT:**

Approve the Fifth Amendment to the Joint Exercise of Powers Agreement Between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services and Approve the Board of Supervisors' Commission Assignment

**STAFF RECOMMENDATION:**

1. Approve the Fifth Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services. The Fifth Amendment will change the term of the agreement and update the makeup of the Consolidated Emergency Dispatch Agency Commission.
2. Authorize the Chief Executive Officer to execute the Fifth 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.
3. Approve assigning Supervisor Buck Condit and Supervisor Mani Grewal to the commission with Supervisor Vito Chiesa as the alternate.

**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 agency is governed by a seven-member Consolidated Emergency Dispatch Agency Commission ("Commission") consisting of members of both Parties of the Agreement, as noted in Section 8.1 of the JPA. 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 members.

The County Chief Executive Officer and Modesto City Manager convened a workgroup to consider changes to the Consolidated Emergency Dispatch Agency Commission (CEDAC) structure. The workgroup includes executive staff, the City Attorney and County Counsel representatives. It has met for approximately eight months and has formed initial recommendations regarding the commission's future composition and recommendations to further define roles and responsibilities.

The workgroup is proposing to revise representation on the Commission to consist of two members from the Modesto City Council and the Stanislaus County Board of Supervisors. CEDAC's primary role will be to appoint and evaluate the SR911 Director's performance, approve the annual budget to establish service levels, approve

performance measures, approve the annual performance outcomes report from the SR911 Director, approve strategic plans, and approve the five-year capital improvement plan (updated annually).

CEDAC is proposed to meet at least two times per calendar year. The first meeting will occur in February or March to review and approve a budget for the following fiscal year. The second meeting will occur in September or October to review the performance outcomes from the preceding fiscal year. Special meetings may be called to consider midyear changes to service levels if needed and to resolve any matters requested by the SR911 Director.

The workgroup also recommends that the City and County identify a single representative from each jurisdiction to serve as liaisons to support the SR 911 Director. Identified liaisons will work with the SR911 Director as needed to guide the development of operational policies, strategic plans, capital improvement plans, monitor performance outcomes, and consider the need for changes in service levels. The County liaison will serve at the pleasure of the two county board members serving on the commission.

At a minimum, a quarterly user forum, to which all users of dispatch services will be invited, will be convened by the SR911 Director. The forum will provide users an opportunity to review and provide feedback on performance reports, strategic plans, the Capital Improvement Plan, operational policies, and service capacity.

Please refer to the attached chart as a visual representation of these recommendations.

In October 2021, Modesto provided written notice of its intent to terminate the JPA agreement effective January 1, 2024. At its November 28, 2023, meeting, the Board of Supervisors approved an amendment to extend the term of the agreement until June 30, 2024, addressing sections 4.4, 5, and 6 (Board Resolution 2023-0615). A Fifth Amendment to the JPA between the City of Modesto and the County of Stanislaus is recommended to implement the recommended changes to the composition of CEDAC and to extend the current agreement through December 31, 2024. The City of Modesto and the County recommend the amendment to provide additional time to evaluate long-term plans for dispatch services in the community and will bring further updates by December 2024.

Modesto will seek approval of the amendment from the Modesto City Council in June 2024. The amendment can be fully executed upon approval by the Board of Supervisors and the Modesto City Council.

#### **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 members at any time. Any such amendment requires approval by a 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 actions are consistent with the Board's priority of *Supporting a Strong and Safe Community* and *Delivering Efficient 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, Chief Executive Officer

Telephone: (209) 525-6333

**ATTACHMENT(S):**

1. Proposed Governance Structure
2. Fifth Amendment



**CITY OF MODESTO**  
**COUNCIL AGENDA REPORT**

**DATE OF MEETING:**

June 4, 2024

Date: June 4, 2024

TO: Mayor and City Council

THROUGH: Joseph P. Lopez, City Manager

FROM: Scotty Douglass, Deputy City Manager

SUBJECT: Fifth Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services and Appointment of Consolidated Emergency Dispatch Agency Commissioners

CONTACT: Scotty Douglass, Deputy City Manager, sdouglass@modestogov.com,  
209-577-9149

**DESCRIPTION:**

Consider approving the Fifth Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services to extend the agreement to December 31, 2024, modify the governing body structure of the Commission, update quorum and action requirements and provide for Agency Member Liaison to assist the Dispatch Director and appointing Councilmembers as Commissioners to the Consolidated Emergency Dispatch Agency. (Funding Source: Not Applicable)

**STRATEGIC PLAN ELEMENT:**

The recommended action supports the following 2020-2025 City of Modesto Strategic Plan Initiatives: Goal A: Improve community safety and quality of life through a combination of prevention and intervention efforts that address safety and its underlying issues.

**BACKGROUND:**

On September 1, 1999, the City of Modesto (City) and the County of Stanislaus (County) entered into a Joint Exercise of Powers Agreement (JPA) for Emergency Dispatch Services. This JPA was established for the purpose of establishing and operating the Stanislaus Regional 911 (SR911) dispatch center located at 3705 Oakdale Road. This JPA is guided by the Consolidated Emergency Dispatch Agency Commission (CEDAC), which is composed of City, County and other representatives.

On August 23, 2016, by Resolution 2016-329, Council approved the First Amendment of the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services amending the Term and Termination sections to make clear that the Agreement would continue until terminated by either Modesto or the County pursuant to Section 6 of the Agreement. Section 6.1 was amended to require that any Member can

terminate the Agreement at any time by providing a written notice of intent to terminate at least twenty-four (24) months in advance of the desired termination date.

On October 27, 2021, by Resolution No. 2021-413, Council authorized the City Manager to provide the Consolidated Emergency Dispatch Agency Commission and County of Stanislaus with a written notice of an intent to terminate the Joint Exercise Powers of Authority Agreement between the City of Modesto and the County of Stanislaus for emergency dispatch services effective January 1, 2024, in accordance with Section 6.1 of the agreement in order to evaluate the future of emergency dispatch services.

On May 3, 2022, by Resolution No. 2022-203, Council approved a Second Amendment of the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services, amending sections of the agreement related to the Commission Members, the Dispatch Advisory Board, and Technical Advisory Committee to more efficiently align with the responsibilities of the public officials engaging with the operational leadership of SR911.

On December 6, 2022, by Resolution No. 2022-457, Council approved a Third Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services, amending portions of Section 8 to allow appointment of the most appropriate agency officials to serve on the Commission.

**DISCUSSION:**

On December 8, 2023, by Resolution No. 2023-517, Council approved the Fourth Amendment of the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services extending the expiration date of the term to June 30, 2024, to continue exploring alternative service delivery and governance models. At this time, City and County staff continue to explore service delivery and governance models and additional time is needed. Moreover, the attached Fifth Amendment will extend the JPA agreement to December 31, 2024.

The proposed amendment also includes a change to the governing body structure of the Commission changing from seven members to four (4) members. It is proposed that the Commission consist of two (2) members of the Modesto City Council, selected by the City Council and one (1) alternate, who shall also be a member of the Modesto City Council and two (2) members of the County's Board of Supervisors, selected by the Board of Supervisors and one (1) alternate who will also be a member of the County's Board of Supervisors. This would change the quorum of the governing body from four (4) commissioners to three (3). All actions by the Commission will also require three (3) affirmative votes.

And lastly, the proposed Fifth Amendment states that Modesto and the County shall each assign one (1) Agency Member Liaison on an annual basis. The Agency Members Liaisons shall perform the following functions:

- Provide Day-to-day oversight and support for the Dispatch Director.
- Work with the Dispatch Director to guide development of operational policies, strategic plans, and Capital Improvement Plans.

- Monitor performance outcomes and changes to service levels as needed; and
- Provide the Commission with feedback related to the Dispatch Director's performance during the Director's evaluation."

As proposed, approval of the Fifth Amendment will provide sufficient time for both parties to reach resolution on the future delivery of emergency dispatch services and governance of SR911.

**FISCAL IMPACT:**

The recommended action will have no fiscal impact as the JPA operates under a separate budget that is valid through the end of the calendar year – December 31, 2024.

**COMMITTEE RECOMMENDATION:**

This item has not been presented to a committee or commission.

**RECOMMENDED COUNCIL ACTION:**

Resolution approving the Fifth Amendment to the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services to extend the agreement to December 31, 2024, modify the governing body structure of the Commission, update quorum and action requirements and provide for Agency Member Liaison to assist the Dispatch Director, authorizing the City Manager or his designee to execute the Agreement, and appointing Mayor Zwahlen and Councilmember Bavaro as Commissioners to the Consolidated Emergency Dispatch Agency and Councilmember Wright as an Alternate Commissioner.

Approved by:

\_\_\_\_\_  
Scotty Douglass, Deputy City Manager

\_\_\_\_\_  
Joseph P. Lopez, City Manager

**Attachments:**

1. Resolution – Fifth Amendment to SR911 JPA Agreement
2. SR911 Fifth Amendment to the JPA Agreement



The professional connection between the community and public safety.

Kasey Young, Interim Executive Director

Vote Required:

☒ Yes ☐ No

**AGENDA DATE:** June 26, 2024

**SUBJECT:** Conduct the Annual Appointment of President, Vice-President, and Secretary to the Consolidated Emergency Dispatch Agency Commission Effective June 1, 2024

**DISCUSSION:**

The JPA Agreement identifies the transition of elected members of the Commission in Section 10.1. "The Commission shall annually appoint a President of the Agency from among the Commissioners and shall appoint a Secretary of the Agency who need not be a member of the Commission. It may elect a Vice-President from among the Commissioners".

The duties of each officer are detailed below:

- President - The President shall coordinate the work of officers and committees of the Agency in order that the Agency's purposes may be promoted; preside at all meetings of the Agency; appoint such ad hoc committees as may be desirable, subject to the approval of the Commission; perform such other duties as assigned to him by the Commission; and may be an approved signatory on legal or formal documents of the Agency. (Section 10.1.1)
- Vice-President - The Vice President shall assist the President in the performance of his/her duties; perform the duties of the President in the absence or inability of that officer to act; perform such duties as may be assigned to him by the Commission; and may be an approved signatory on legal or formal documents of the Agency. (Section 10.1.2)
- Secretary - The Secretary shall keep, or cause to be kept, accurate records of the proceedings of all meetings of the Agency; be responsible to prepare, or cause to be prepared, meeting schedules, notices, and agendas; make such records of the proceedings available to the Commission for their approval at each meeting; keep Members and agencies informed for meeting proceedings and activities of the Agency; conduct all necessary correspondence of the Agency; be responsible for preparing, or causing to be prepared, any annual reports required by law; prepare such notices and reports as may be requested by the Commission; prepare, or cause to be

prepared, periodic reports on the financial status of the Agency; and be responsible for coordinating the Agency audits, as required by this Agreement. (Section 10.1.3)

Existing practice has the responsibilities of Secretary administered jointly by Stanislaus Regional 9-1-1 administrative staff and the Stanislaus County Clerk of the Board of Supervisors' Office, or their respective designees.

---

**FISCAL IMPACT:** None

---

**RECOMMENDATION:**

1. Elect Commission members to serve as President and Vice President for fiscal year 2024-2025, effective, June 1, 2024, with the term expiring on May 31, 2025.
2. Approve the existing practice with the shared responsibilities of the Secretary administered jointly between Stanislaus Regional 9-1-1 administrative staff and the Stanislaus County Clerk of the Board of Supervisors' Office, or their respective designees, continuing in compliance with all aspects and expectations required of the position.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 911, (209) 552-3903

---

**ATTACHMENTS:** None





The professional connection between the community and public safety

Kasey Young, Interim Executive Director

Vote Required:

☒ Yes ☐ No**AGENDA DATE:** June 26, 2024**SUBJECT:** Consider the Approval of the Fiscal Year 2024-2025 Meeting Dates for the Consolidated Emergency Dispatch Agency Commission and User Committee Meetings**DISCUSSION:**

The Consolidated Emergency Dispatch Agency Commission (Commission) meeting dates are calendared in advance to allow Commission members to plan attendance at regular meetings. The original Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services (JPA Agreement) stipulated that “the Commission, by resolution, may provide for the holding of regular Commission meetings” in accordance with Brown Act requirements.

CEDAC is proposed to meet at least two times per calendar year. The first meeting will occur in February or March to review and approve a budget for the following fiscal year. The second meeting will occur in September or October to review the performance outcomes from the preceding fiscal year. Special meetings may be called to consider midyear changes to service levels if needed and to resolve any matters requested by the SR911 Director.

A quarterly user forum, to which all users of dispatch services will be invited, will be convened by the SR911 Director. The forum will provide users an opportunity to review and provide feedback on performance reports, strategic plans, the Capital Improvement Plan, operational policies, and service capacity.

Below is the recommended meeting schedule for Fiscal Year 2024-2025:

<i>Commission Meetings</i>	<i>User Committee Meetings</i>
October 23 <sup>rd</sup> , 2024	September 10 <sup>th</sup> , 2024
May 28 <sup>th</sup> , 2025	January 22 <sup>nd</sup> , 2025
	April 8 <sup>th</sup> , 2025

---

**RECOMMENDATION:**

Approve the Fiscal Year 2024-2025 Meeting Dates for the Consolidated Emergency Dispatch Agency Commission and User Committee.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 9-1-1, (209) 552-3903

---

**ATTACHMENTS:** None



The professional connection between the community and public safety.

Kasey Young, Interim Executive Director

Vote Required:	<input checked="" type="radio"/> Yes	<input type="radio"/> No
----------------	--------------------------------------	--------------------------

---

**AGENDA DATE:** June 26<sup>th</sup>, 2024

---

**SUBJECT:** Consideration the Approval of the Fiscal Year 2024 Year-End Budget Adjustment

---

**DISCUSSION:**

During year end analysis, the actual costs for services and supplies, which include normal operating supplies and county cost allocation plan charges, were trending higher than budgeted. The budget reflected \$64,000 less than the actual costs.

	YE		
	Budget	Projection	Difference
CAP	435,428	475,889	(40,461)
Other			
S&S	969,608	992,900	(23,292)
<b>Total</b>	<b>1,405,036</b>	<b>1,468,789</b>	<b>(63,753)</b>

It is recommended to authorize SR911 to reduce appropriations in salaries and benefits and increase appropriations in services and supplies to cover the additional costs that we not included in the budget. There is salary savings to cover these additional costs with no impact to the member agencies.

---

**FISCAL IMPACT:**

The amount of the adjustment is \$64,000 and will be transferred from salaries and benefits to services and supplies. There is no additional cost to member agencies.

---

**RECOMMENDATION:**

1. Accept the Stanislaus Regional 911 analysis of Fiscal Year 2024 year-end budget adjustment required to end the year in a positive position.
2. Authorize the Auditor-Controller to make the necessary adjustments as recommended in the attached budget journal.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 911, (209) 552-3903

---

**ATTACHMENTS:** A-1: Budget Journal (1 page)

Budget Adjustment Template

Budget Entry Identifier (For department tracking only)		SO BF 06/26/24
		JV 2324-15

*SC_FUND[. (4 char)	*SC_COST CENTER[. (7 char)	*SC_ACCOUNT[. (5 char)	*SC_PROJECT[. (7 char)	*SC_LOCATION[. (6 char)	*SC_MISC[. (6 char)	*SC_INTERFUND[. (4 char)	*SC_FUTURE[. (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
7900 SR06111		61600	0000000	000000	000000	0000	00000	23,828		23,828	Increase Maintenance equipment
7900 SR06111		61070	0000000	000000	000000	0000	00000	770		770	Increase Crime and Fidelity Insurance
7900 SR06111		63000	0000000	000000	000000	0000	00000	31,482		31,482	Increase Professional & special services
7900 SR06111		65660	0000000	000000	000000	0000	00000	3,500		3,500	Increase Special departmental expense
7900 SR06111		63090	0000000	000000	000000	0000	00000	4,420		4,420	Increase Auditing & accounting
7900 SR06111		50000	0000000	000000	000000	0000	00000		64,000	(64,000)	Decrease Salaries and Benefits
Total								64,000	64,000	-	

Explanation: Increase appropriations in Services and Supplies and Decrease appropriations in Salaries and Benefits to cover additional costs as approved by CEDAC Commission 06/26/24

Requesting Department		CEO		Auditor-Controller's Office	
Brooks Freeman					
Prepared by		Approved By		Approved By	
6/17/2024					
Date		Date		Date	



The professional connection between the community and public safety.

Kasey Young, Interim Executive Director

Vote Required:

☒ Yes ☐ No

**AGENDA DATE:** June 26<sup>th</sup>, 2024

**SUBJECT:** Consider the Approval of the Stanislaus Regional 911 Fiscal Year 2024/2025 Final Budget and Related Actions

**DISCUSSION:**

The Commission will consider and approve the Final Budget as necessary in order to support decision-making and budget planning for each participating agency in advance of Fiscal Year 2025. Details of the Final Budget are outlined below and identified in the attached schedules.

The budget is designed and allocated to support six fixed-post dispatch stations. During the fiscal year, operational demands for individual agency partners may necessitate a higher level of service for individual operations and events. SR911 staff will continue to evaluate options and alternatives.

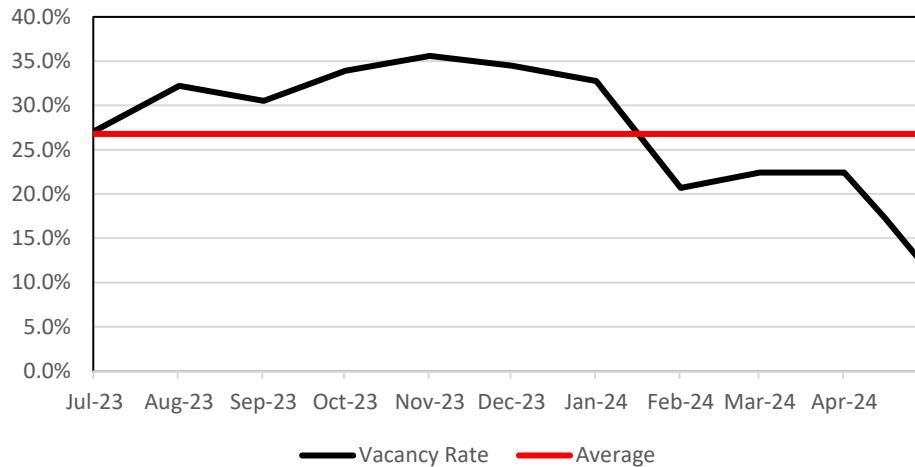
Salaries and Employee Benefits:

The Fiscal Year 2025 SR911 Final Budget has 58 allocated full-time equivalent (FTE) positions.

The 2025 Budget represents a \$267,819 increase over the 2024 Final Budget with no vacancy rate being applied for a total of \$8,712,264, which amounts to an increase in salaries of 3.2%. A ten percent vacancy rate reduction of \$780,710 is recommended, reducing the total salary budget to \$7,931,554.

Staff will return to the Commission to restore the applied vacancy rate amount if the department outperforms the vacancy rate. As of June, Fiscal Year 2024 has an average vacancy rate of 26.7% and as of June there are 5 dispatch vacancies and 2 administrative vacancies remaining with an actual vacancy rate of 12.1%. SR911 has a current hiring success rate of 92% over the last two fiscal years (July 2022 – April 2024) which is significantly higher than the 17% from 2018-2022.

Fiscal Year 2024 Vacancy Rate



### Services and Supplies:

SR911 services and supplies expense will increase 22.1% from the prior year to \$1,716,091. This is due to cost-of-living increases for normal expenses as well as the County's CAP charges which are reflected in Schedule 4.

The approved SR911 Fiscal Year 2024 CAP charge budget was underbudgeted by \$59,598 from what the County issued. Accounting for this variance, CAP charges increased by \$284,025, or 49.5%. \$189,800, or 66.8%, of the increase in CAP charges is associated with increases in insurance.

### Other Expenses:

Depreciation expense will remain the same at \$400,000 in Fiscal Year 2025. This is based on actual expenses calculated from the Agency's fixed asset listing and is an accounting entry. Depreciation expense is not charged to the participating agencies in recognition that the Agency partners have already funded the capital costs of purchasing these assets.

### Fixed Assets:

The 2025 Final Budget contains \$483,443 in Fixed Assets from the Capital Improvement Plan in Fiscal Year 2023 and Fiscal Year 2024 that have not been spent. These amounts are based on year-end projections and may fluctuate due to project status. These costs are funded with committed fund balance which nets to no charges to partners in Fiscal Year 2025.

### Prior Year Budget Surplus:

The Fiscal Year 2024 Budget included the Fiscal Year 2023 Budget Surplus in the amount of \$267,660. The actual budget surplus was \$129,141. Due to the surplus estimated for Fiscal Year 2024 in the amount of \$294,813, it is recommended to not apply these funds to the current fiscal year and let them drop to the fund balance.

### Contingency Reserve:

The Fiscal Year 2024 Budget included \$44,623 of Contingency Reserve. This was 25% of the total contingency. Due to the large budget surplus estimated for Fiscal Year 2024, it is recommended to not apply these funds.

### Fund Balance:

As of July 1, 2023, the SR911 Retained Earnings/Fund Balance was \$1,974,494. \$466,364 of the Retained Earnings are earmarked for 2023 approved fixed asset projects, \$178,491 are assigned to the contingency fund leaving a balance of \$1,329,639 in undesignated fund balance.

City and County staff have confirmed the fund balance as of July 1, 2023. In researching the SR911 fund balance, records show SR911 has always carried a portion of the fund balance that has been undesignated.

JPA Section 7.1 states “After completion of its purpose as set forth in Section 2 hereof, any surplus money on hand will be returned to the Members in proportion to their respective contributions to such surplus, as required by section 6512.1 of the government code.” It is recommended the balance is refunded and cashed out to agencies as outlined, with an option to keep the balance on deposit if the agency chooses to apply the refund toward the costs associated with a replacement CAD system.

---

### **FISCAL IMPACT:**

The Fiscal Year 2025 Final Budgeted Costs total \$10,531,088 with the 10% vacancy rate applied. This represents an overall increase of \$573,749s compared to the Final Budget for Fiscal Year 2024. The charges to contributing partners are decreased by depreciation, miscellaneous revenues, and cost reimbursements. The charges to contributing partners for Fiscal Year 2025 is \$9,600,645, which represents a \$402,589 increase from Fiscal Year 2024 Final Budget.

Details are provided in the attached Schedules.

---

### **RECOMMENDATION:**

1. Accept the Fiscal Year 2025 Final Budget as presented.
2. Approve the 10% vacancy rate.
3. Approve the refund of \$1,329,639 fund balance to partner agencies per JPA section 7.1.
4. Direct and approve any changes the Commission chooses to make to the Fiscal Year 2025 Final Budget, then formally adopt the Fiscal Year 2025 Final Budget.



---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 911, (209) 552-3903

---

**ATTACHMENTS:**

- Schedule 1 – Final Budget Summary
- Schedule 2 – Budget Detail: Salaries
- Schedule 3 – Budget Detail: Services and Supplies
- Schedule 4 – Budget Detail: CAP Charges
- Schedule 5 – Budget Detail: Professional Services
- Schedule 6 – Budget Detail: Depreciation and Fixed Assets
- Schedule 7 – Cost Distribution
- Schedule 8 – County Subsidies
- Schedule 9 – Historical Incident Counts

Stanislaus Regional 911  
Fiscal Year 2025 Final Budget Summary

Item	Column A FY 2024 Final Budget	Column B FY 2024 Year End Projection	Column C FY 2025 Final Budget	Column C - A Change \$	Column C - A Change %	Column C - B Change \$	Column C - B Change %
Salaries & Employee Benefits	\$ 8,444,445	\$ 7,337,358	\$ 8,712,264	\$ 267,819	3.2%	\$ 1,374,906	18.7%
Less: Dispatch Vacancy Rate (15% of dispatchers FY24, 10% FY25)	(754,662)		(780,710)	(26,048)	3.5%	(780,710)	
<b>Net Salaries and Benefits</b>	<b>7,689,783</b>	<b>7,337,358</b>	<b>7,931,554</b>	<b>241,771</b>	<b>3.1%</b>	<b>594,196</b>	<b>8.1%</b>
Services & Supplies	1,405,036	1,468,793	1,716,091	311,055	22.1%	247,298	16.8%
Other Expenses - Depreciation	400,000	326,341	400,000	-	0.0%	73,659	22.6%
Fixed Assets (balance of FY 23 & 24)	462,520	684,818	483,443	20,923	4.5%	(201,374)	-29.4%
<b>Total SR911 Budgeted Costs</b>	<b>9,957,339</b>	<b>9,817,310</b>	<b>10,531,088</b>	<b>573,749</b>	<b>5.8%</b>	<b>713,778</b>	<b>7.3%</b>
<b>Accounting Adjustments:</b>							
Depreciation	(400,000)	(326,341)	(400,000)	-	0.0%	(73,659)	22.6%
Miscellaneous Revenues	(40,000)	(62,015)	(40,000)	-	0.0%	22,015	-35.5%
State Revenues-Cost Reimbursement	(7,000)	-	(7,000)	-	0.0%	(7,000)	
<b>Gross Charges to Participating Agencies</b>	<b>9,510,339</b>	<b>9,428,954</b>	<b>10,084,088</b>	<b>573,749</b>	<b>6.0%</b>	<b>655,134</b>	<b>6.9%</b>
<b>Other Funding Sources:</b>							
Committed Fund Balance for FY 23 & 24 FA	-	(61,606)	(483,443)	(483,443)	N/A	(421,837)	684.7%
Budget Surplus Applied	(267,660)			267,660	-100.0%	-	
Agency Contingency Fund Contribution	(44,623)			44,623	-100.0%	-	
<b>Charges to Participating Agencies</b>	<b>\$ 9,198,056</b>	<b>\$ 9,367,348</b>	<b>\$ 9,600,645</b>	<b>\$ 402,589</b>	<b>4.4%</b>	<b>\$ 233,297</b>	<b>2.5%</b>

Partners	FY 2024 Final Budget	FY 2025 Final Budget	Change \$	Change %
Modesto Police Department	\$ 3,267,159	\$ 3,480,528	\$ 193,370	5.9%
Stanislaus County Sheriff - Unincorporated	1,908,491	1,980,327	71,836	3.8%
City of Riverbank	341,301	359,561	18,260	5.4%
City of Patterson	361,286	363,686	2,400	0.7%
City of Waterford	116,483	147,647	31,164	26.8%
City of Hughson	69,787	83,811	14,025	20.1%
Stanislaus County Probation Department	320,960	321,611	651	0.2%
Modesto Fire Department **	1,468,002	1,546,261	78,260	5.3%
Ceres Fire Department **	156,338	152,036	(4,303)	-2.8%
Stanislaus Consolidated Fire Department **	187,984	195,985	8,001	4.3%
Oakdale Fire Department	109,553	118,319	8,766	8.0%
Patterson Fire Department	95,462	101,309	5,847	6.1%
Hughson Fire Department **	32,745	31,497	(1,249)	-3.8%
Newman Fire Department	38,329	44,126	5,797	15.1%
Turlock Rural Fire Department **	-	-	-	0.0%
Woodland Fire Department **	-	-	-	0.0%
Denair Fire Department **	-	-	-	0.0%
Westport Fire Department **	-	-	-	0.0%
Mountain View Fire Department **	-	-	-	0.0%
OES - Fire Warden	704,175	673,940	(30,236)	-4.3%
<b>Charges to Participating Agencies</b>	<b>\$ 9,198,056</b>	<b>\$ 9,600,645</b>	<b>\$ 402,589</b>	<b>4.4%</b>

\*\* County subsidized agencies

**Stanislaus Regional 911**  
**Fiscal Year 2025 Final Budget Allocation Detail**  
**Salaries and Employee Benefits**

Account	Description	FY 2024 Budget (A)	FY 2024 YE Projection (E)	FY 2025 Budget (F)	(F) - (A) Change	% Change	Notes
50000	Salaries and wages***	\$ 4,297,679	\$ 3,504,012	\$ 4,933,747	\$ 636,068	14.8%	Salary projection database
50010	Overtime/comp time paid	292,000	826,308	292,000	0	0.0%	
50020	Extra help	120,000	208,723	120,000	0	0.0%	PT Call-Takers, PT Dispatchers, PT Custodian of Records
50100	Comp time taken	85,000	47,955	85,000	0	0.0%	Time off substitute by choice
50130	Flsa pay	44,000	50,899	44,000	0	0.0%	Pay for Regular hours over 42 per week. Calandar dictates.
50210	Vacation/holiday cash-out	115,000	144,113	115,000	0	0.0%	Dispatch staff working on holidays.
50220	Termination cash-out	58,000	167,112	58,000	0	0.0%	
50260	Employee Choice Bonus Plan	103,554	97,488	85,000	(18,554)	-17.9%	FY24 budget - in Salaries and Wages & had vacancy rate deducted
52000	Retirement	1,212,999	982,157	1,360,104	147,105	12.1%	
52010	Fica	368,212	363,673	381,455	13,243	3.6%	Salary projection database + PT/OT salaries allocation
52020	Deferred comp - part-time	2,280	2,259	2,400	120	5.3%	2% for Part-Time Staff - PARS
53000	Group health insurance	868,463	835,833	1,101,440	232,977	26.8%	
53020	Unemployment insurance	8,190	6,142	6,500	(1,690)	-20.6%	CAP Charge from Risk Management.
53051	Employee benefits admin fee	2,688	0	0	(2,688)	-100.0%	
53081	Long Term disability	1,481	745	1,297	(184)	-12.4%	
54000	Workers compensation insurance	70,961	75,468	95,517	24,556	34.6%	CAP Charge from Risk Management
55000	Auto allowance	16,800	9,718	12,000	(4,800)	-28.6%	
55080	Professional Development	6,700	2,400	6,100	(600)	-9.0%	
55130	Deferred comp mgmt/confidential	11,695	8,691	12,704	1,009	8.6%	
55140	Cafeteria pln hlth ben cashout	4,080	3,661	0	(4,080)	-100.0%	
<b>Salaries &amp; Employee Benefits</b>		<b>\$ 7,689,782</b>	<b>\$ 7,337,358</b>	<b>\$ 8,712,264</b>	<b>\$ 1,022,482</b>	<b>13.3%</b>	

\*FY23 had an average department vacancy rate of 23.6%

\*\*FY24 has an average department vacancy rate of 26.8% as of April 2024

\*\*\*FY24 Budget includes a 15% Dispatcher vacancy rate of \$754,662 and FY25 has a 10% vacancy rate included

Stanislaus Regional 911  
Fiscal Year 2025 Final Budget Allocation Detail  
Services and Supplies

Account	Description	FY 2024 Budget (A)	FY 2024 YE Projection (E)	FY 2025 Budget (F)	(F) - (A) \$ Change	% Change	Notes
60200	Dry goods and clothing	\$ -	\$ 54	\$ -	\$ -	-	
60400	Communications	203,060	195,835	209,151	6,091	3.0%	Annual activity. AT&T, Frontier Communications, Verizon Wireless
60800	Cleaning & Sanitary Supplies	8,744	11,926	9,007	263	3.0%	Janitorial Supplies.
60850	Janitorial Services		16,098	16,304	16,304		Change in Account - moved from 60860
60860	Contract Janitorial	15,528	-	-	(15,528)	-100.0%	Change in Account - moved to 60850
61000	Insurance	35,182	32,849	76,376	41,194	117.1%	CAP Charge from Risk Management
61030	Liability Insurance	849	675	229	(620)	-73.0%	CAP Charge from Risk Management; moved out C&F insurance to acct 61070
61070	Crime and Fidelity Insurance		770	520	520		Previously in 61030
61093	Loss Expense	50,970	46,376	178,220	127,250	249.7%	CAP Charge from Risk Management (incl 61110+61120+61093)
61120	Auto Liab self insurance		-	7,170	7,170		New account - previously in 61093
61600	Maintenance-equipment	74,100	97,927	77,360	3,260	4.4%	Radio communications and IT supplies.
61800	Maintenance-Structures	-	13,328	10,000	10,000		Office Building Improvements
62200	Memberships	2,000	10,185	2,060	60	3.0%	NENAPCO memberships
62210	Annual License for software	81,900	86,697	84,357	2,457	3.0%	Software maintenance agreements
62400	Misc. Expense	10,455	(13,510)	140	(10,315)	-98.7%	A-87 Roll Forward (Cost Plan) From Auditor-Controller
62600	Office supplies	20,000	13,643	20,600	600	3.0%	Staples & Blaisdell Office Supplies
62730	Postage	1,000	800	1,227	227	22.7%	CAP Charge from GSA. Mailing of radio equipment to vendor
62790	Subscriptions	2,000	5,672	2,060	60	3.0%	Penal Code Updates. Professional Memberships
62990	Office Equipment - Non Asset	15,000	3,874	15,450	450	3.0%	Dispatch chairs to be replaced. IT Equipment
63000	Professional & special servc (Non-CAP)	399,100	424,775	414,369	15,269	3.8%	Professional Consultants, Contracts
63000	Professional & special servc (CAP)	283,040	308,704	354,205	71,165	25.1%	CAP Charges from County
63090	Auditing & accounting	37,532	41,952	61,665	24,133	64.3%	CAP Charges and Annual Audit.
63220	Fingerprint processing	1,500	1,629	1,545	45	3.0%	Live Scan for Background Screenings
65100	Rents & leases-equipment	6,000	4,617	6,180	180	3.0%	Mo-Cal Copiers. Admin and Operations (incl 66070)
65300	Rent Land, Structures & Improvements	55,176	56,310	56,832	1,656	3.0%	Per Contracts. Radio Transmission site rentals. Mt Oso and Fowler Peak
65660	Special Dept Expense	7,000	10,293	3,100	(3,900)	-55.7%	CAP Charge from GSA. Central Services.
65780	Education & training	15,000	10,236	15,450	450	3.0%	Conferences and Seminars (incl 66180)
66070	Bottled Water Service		1,463	1,228	1,228		New Account - previously in 65100
66180	Conferences & seminars		161	250	250		New Account - previously in 67040 & 65780
66210	Licenses & fees	1,200	341	1,236	36	3.0%	DER Generator Permit. Web Network Solutions.
66260	Gasoline,oil & fuel-vehicle	1,300	2,776	5,320	4,020	309.2%	CAP Charges from Fleet Services. Impala, F-150 Truck
67040	Other travel expenses	15,000	16,802	9,250	(5,750)	-38.3%	Conferences and Seminars - Supporting expenses incl 67042, 67051, 67056, 67059, 67065,67068
67042	Car rental	-	1,514	1,400	1,400		New Account - previously in 67040 & 65780
67051	Air Fare	-	33	-	-		New Account - previously in 67040 & 65780
67054	Meals - Lunch	-	(16)	-	-		New Account - previously in 67040 & 65780
67055	Meals - Dinner	-	(11)	-	-		New Account - previously in 67040 & 65780
67056	Per Diem	-	4,483	3,200	3,200		New Account - previously in 67040 & 65780
67058	Lodging	-	922	-	-		New Account - previously in 67040 & 65780
67059	Parking	-	511	350	350		New Account - previously in 67040 & 65780
67065	Taxi, Public Transportation	-	187	250	250		New Account - previously in 67040 & 65780
67068	Mileage	-	1,497	1,200	1,200		New Account - previously in 67040 & 65780
67200	Utilities (Non-CAP)	54,000	6,405	-	(54,000)	-100.0%	PG&E Billings.
67200	Utilities (CAP)	8,400	50,008	68,830	60,430	719.4%	CAP Charges from GSA - classified incorrectly in CAP budget in FY24
Services & Supplies		\$ 1,405,036	\$ 1,468,793	\$ 1,716,091	\$ 311,055	22.1%	

Stanislaus Regional 911  
Fiscal Year 2025 Final Budget Allocation Detail  
CAP Charges

Account #	Location #	Description	FY 2024 SR911 Budget (E) \$	FY 2024 Issued CAP Budget (F) \$	FY 2025 Budget (H) \$	(H) - (F) \$ Change	% Change	(H) - (E) \$ Change	% Change	Notes
63000	074127	CAP Chgs-ADA Charges	2,200	2,240	2,470	230	10.27%	270	12.27%	Increase in CAP charges directly related to increases in staff labor cost
63000	074133	CAP Chgs-Oracle ERP(Cloud)	3,200	0	0	0		(3,200)	-100.00%	
63000	074130	CAP Chgs - ITC Charges	111,000	121,561	140,963	19,402	15.96%	29,963	26.99%	Increases are due to additional positions for ITC Managed Model, no longer using fund balance. Costs increasing higher than escalator amounts (inflation)
63000	074176	CAP Chgs -Fleet GPS Monitoring	0	0	270	270				
63000	074306	CAP Chgs-Facilities Maintenance Labor	23,000	50,490	31,060	(19,430)	-38.48%	8,060	35.04%	Increase is due to labor cost increases and cost increases for goods and services
63000	074307	CAP Chgs-Facilities Maintenance Supplies	25,000	11,510	11,840	330	2.87%	(13,160)	-52.64%	
63000	074250	CAP Chgs-County Counsel	14,440	10,275	26,196	17,921	174.41%	13,756	95.26%	
63000	074302	CAP Chgs-Purchasing	9,200	5,570	9,360	3,790	68.04%	160	1.74%	
63000	074304	CAP Chgs-HR and RM	53,000	69,378	69,760	382	0.55%	16,760	31.62%	
63000	074880	CAP Chgs-CEO Operations	42,000	40,150	60,286	20,136	50.15%	18,286	43.54%	
<b>Total - Account 63000 CAP Charges</b>			<b>\$ 283,040</b>	<b>\$ 311,174</b>	<b>\$ 354,205</b>	<b>\$ 43,031</b>	<b>13.93%</b>	<b>\$ 71,165</b>	<b>25.14%</b>	
61000	074700	Insurance	35,162	35,683	76,376	40,693	114.04%	41,194	117.09%	See below for increase justification
61070	075040	Fiduciary liability insurance	849	232	229	(3)	-1.29%	(620)	-73.03%	Was combined with 61070 - combined decrease is 11.8%
61070	074704	Crime & Fidelity Insurance	0	592	520	(72)	-12.16%	520		Was combined with 61030 - combined decrease is 11.8%
61093	074060	Self Insured Gen Liability	50,970	44,590	178,220	133,630	299.69%	127,250	249.66%	See below for increase justification
61120	074050	Auto liability self insurance	0	3,870	7,170	3,300	85.27%	7,170		See below for increase justification
61600	074172	Fleet Services Maint & Repair	4,100	0	4,900	4,900		800	19.51%	Increase is due to addition of one Staff Services Analyst and one Equipment Technician position and continued cost increases in vehicle parts and services
61600	074174	Fleet Services - Liability	0	0	360	360				
62400	074110	GSA Mailroom Services	0	130	140	10	7.69%	140		
62400	074881	A-87 Cost Plan Roll Forward	10,455	(17,729)	0	17,729	-100.00%	(10,455)	-100.00%	
62730	074100	Postage	100	0	300	300		200	200.00%	
63090	074301	Auditor Controller	32,532	46,710	56,515	9,805	20.99%	23,983	73.72%	
63220	n/a	Fingerprint Processing	1,500	0	0	0		(1,500)	-100.00%	This is a direct charge from SO for Livescan - not considered a CAP charge
65660	074120	GSA Messenger Services	7,000	3,570	3,100	(470)	-13.17%	(3,900)	-55.71%	
66260	074173	Fleet Services - Fuel	1,300	0	5,320	5,320		4,020	309.23%	Increase is due to fuel prices
67200	074123	GSA Salvage Disposal	0	2,510	3,050	540	21.51%	3,050		
67200	074270	Utilities	8,400	53,080	65,780	12,700	23.93%	57,380	683.10%	Increase is due to supplier price increases which includes but is not limited to: City of Modesto, Modesto Irrigation District and Pacific Gas & Electric
<b>Total - Misc CAP Charges</b>			<b>\$ 152,888</b>	<b>\$ 173,238</b>	<b>\$ 401,980</b>	<b>\$ 228,742</b>	<b>132.04%</b>	<b>\$ 249,592</b>	<b>163.79%</b>	
53020		Unemployment Insurance	8,190	6,750	6,500	(250)	-3.70%	(1,690)	-20.63%	
54000		Workers Comp Insurance	70,961	83,015	95,517	12,502	15.06%	24,556	34.60%	
<b>Total Payroll CAP Charges</b>			<b>\$ 79,151</b>	<b>\$ 89,765</b>	<b>\$ 102,017</b>	<b>\$ 12,252</b>	<b>13.65%</b>	<b>\$ 22,866</b>	<b>28.89%</b>	
<b>Total CAP Charges*</b>			<b>\$ 514,579</b>	<b>\$ 574,177</b>	<b>\$ 858,202</b>	<b>\$ 284,025</b>	<b>49.47%</b>	<b>\$ 343,623</b>	<b>66.78%</b>	

\*FY 2024 budget did not include all CAP Charges that were issued by the CEO's Office - variance of \$59,598

**General Liability:** The Auto Liability and General Liability charges are combined into one budget. County operations - General Liability Self-insurance Fund. For FY25, the General Liability charges represent 90.25% of the total charges for this budget and the Auto Liability charges represent 9.75% of the total charges for this budget. There are several factors that account for the increase to SR911: GL costs to allocate to departments increased by 49% from prior year due to increased payments for claim losses, legal defense, excess insurance, actuarial services, and operations/general County overhead. The GL Excess insurance premium is increasing in FY25 by 60% from the GL Excess insurance premium charged to departments in FY24, and a 48% increase from the actual premium paid. GL costs are distributed on experience and exposure accounting for 70% of the allocation and exposure 30% as follows: (1) Experience is derived by capturing 7 yrs of actual paid out losses by the department. SR911 had an increase in losses in FY 2023. Cumulative from 6/30/17 to 6/30/23 totaled \$92.7k vs cumulative from 6/30/16 to 6/30/22 totaled \$1,846. (2) Exposure is developed by capturing the total number of hours reported as full-time equivalents (FTE). FTE will be divided by the County's total FTE. The department's FTE level remained the same in 2022 and 2023.

**Auto Liability:** Auto Liability costs to allocate to departments is increasing by 75% mostly due to the GL budget increased payments for auto claim losses, legal defense, excess insurance, actuarial services, and operations/general County overhead. The split to GL/Auto is based on 7 yrs of loss histories, with a higher percentage split to Auto in FY25 than prior year. Auto percentage is 9.75% in FY25 vs 8.45% in FY24. Auto costs are distributed on experience and exposure accounting for 70% of the allocation and exposure 30% as follows: (1) Experience is derived by capturing 7 yrs of actual paid out losses by the department. SR911 had an increase in losses in FY 2023. Cumulative from 6/30/17 to 6/30/23 totaled \$92.7k vs cumulative from 6/30/16 to 6/30/22 totaled \$1,846. (2) Exposure is developed by capturing the total number of hours reported as full-time equivalents (FTE). FTE will be divided by the County's total FTE. SR911 FTE level remained the same in 2022 and 2023.

**Commercial Insurance:** The methodology is based on Real & Personal Property Schedule & Fixed Asset Module data (in relation to vehicles) to arrive at a total valuation by department (premiums distributed/prorated accordingly). SR911 total valuation increased in FY25 to \$22.7 million from \$20.1 million in FY24. The total commercial insurance grew by 104% in FY25 over that which was issued in the FY24 CAP sheets. The County Wide Commercial premium estimate amount in the FY24 CAPs was \$1.9 million. The actuals for FY24 were \$2.3 million closer to the High Estimate we had received for that year's budget but did not budget to. This year the High Estimate is \$3.9 million. This is 104% higher than what was in the FY24 CAPS and 74% higher than what we actually paid in FY24.

Stanislaus Regional 911  
Fiscal Year 2025 Final Budget Allocation Detail  
Professional Services

Account #	Vendor	Equipment/Services	FY 2023 Budget	FY 2024 Budget	FY 2024 YE Projection	FY 2024 Budget	FY 2025 Budget	% Change	Notes
63000	Mission Critical(WCS)	UPS Annual Maintenance	\$ -	\$ 9,100	\$ 9,110	\$ 9,110	\$ 9,383	3.11%	No long term agreement - 3% higher than actual FY24 invoice
63000	Dr. Jocelyn Roland	Pre-employment psych interviews	9,000	9,000	4,664	9,000	9,000	0.00%	\$475 per applicant
63000	Dr. Jocelyn Roland	Counseling Services/Debriefing	12,000	12,000	12,000	12,000	12,000	0.00%	Monthly Retainer
63000	Holt of California	Maintenance generator at Mt. Oso	5,000	5,000	1,084	5,000	5,000	0.00%	Annual Maintenance
63000	Central Square	CAD software maintenance	189,000	189,000	200,166	203,065	203,065	7.44%	No long term agreement - 3% higher than actual FY24 invoice
63000	Tait/Harris	P25 System Support Agreement	74,000	75,000	70,056	75,000	75,000	0.00%	800 MHz Radio System Support
63000	Continental Landscape	Grounds Maintenance	5,000	5,000	10,000	5,000	5,000	0.00%	Share with OES for 3705 Oakdale Road
63000	Artec	Dispatch Radio System Maintenance	50,000	50,000	47,998	50,921	50,921	1.84%	3% higher than actual FY24 invoice
63000	Simpson	Background Investigations	20,000	20,000	17,000	20,000	20,000	0.00%	Dispatcher Applicants
63000	Rank	Background Investigations	20,000	20,000	14,463	20,000	20,000	0.00%	Dispatcher Applicants
63000	Champion	Maintenance Agreement - AC units	5,000	5,000	10,506	5,000	5,000	0.00%	Includes minor repairs
Total Contracts			\$ 389,000	\$ 399,100	\$ 397,047	\$ 414,369	\$ 414,369	3.83%	
65100	Mo-Cal Solutions	Copier Leases	\$ 6,000	\$ 6,000	\$ 4,500	\$ 4,500	\$ 6,180	3.00%	Adm/Ops. Lease + overage charges
Total Leases(expense)			\$ 6,000	\$ 6,000	\$ 4,500	\$ 4,500	\$ 6,180	3.00%	
65300	Mt. Oso - Moeller	Lease of transmission site on Mt. Oso	\$ 18,247	\$ 19,159	\$ 18,334	\$ 18,334	\$ 19,734	3.00%	3% Escalator Rate
65300	Fowler Peak-Weidhofer	Lease of transmission site on Fowler Peak	34,968	36,017	37,976	37,976	37,098	3.00%	Actuals + County Escalator Rate of 3%
Total Real Property Leases			\$ 53,215	\$ 55,176	\$ 56,310	\$ 56,310	\$ 56,832	3.00%	
62210	Stancil/Higher Ground	Maintenance on voice recorder	\$ 6,700	\$ 6,900	\$ 5,010	\$ 5,010	\$ 7,107	3.00%	Voice Recorder software
62210	Biddle Consulting Group	CritiCall testing Software	1,400	1,400	5,672	1,442	1,442	3.00%	Annual support - CritiCall Testing software
62210	Wavecrest Computing	Proxy software - Internet filtering & reporting	900	900		927	927	3.00%	Support Current IT Network
62210	ESRI	GIS Software license	4,000	4,000	6,775	4,120	4,120	3.00%	Support Current IT Network-Mapping
62210	Frontline	QA and QI Cloud based software	1,600	0	0	0	0		Dispatch QA and QI Software - no longer using
62210	SNMP Vendor	SNMP Software (Network Management)	5,500	5,500	2,291	5,665	5,665	3.00%	Support Current Radio Network
62210	VMware	VMware Maintenance and Support	3,400	3,500	2,291	3,605	3,605	3.00%	Support Current IT Network
62210	PowerDMS	Plan It Software	3,000	3,000	3,195	3,090	3,090	3.00%	PowerFTO Subscription
62210	PowerDMS	Public Safety Solutions	3,000	2,000	3,115	2,060	2,060	3.00%	PowerTime Subscription
62210	PowerDMS	Public Safety Solutions	0	12,000	11,532	12,360	12,360	3.00%	PowerLine & PowerPolicy Professional Subscriptions
62210	Telcion/Big Green IT	Nimble Maintenance and Support	5,500	5,500	3,588	5,665	5,665	3.00%	Support Current IT Network
62210	Bit Defender	Annual License Renewal and Support	1,000	1,000	1,030	1,030	1,030	3.00%	Support Current IT Network
62210	Cyblock	Annual License Renewal and Support	1,300	1,300	1,339	1,339	1,339	3.00%	Support Current IT Network
62210	Cisco/Telcion/Big Green IT	Annual License Renewal and Support	10,200	10,200	10,200	10,506	10,506	3.00%	Support Current IT Network
62210	Veeam	Backup software	3,600	3,600		3,708	3,708	3.00%	Support Current IT Network
62210	Cisco/Telcion/Big Green IT	Cohesity Back - Ransomware Software	0	17,000	19,667	17,510	17,510	3.00%	Support Current IT Network
62210	Splunk	Software to archive, manage, and store firewall logs	4,100	4,100	4,462	4,223	4,223	3.00%	Support Current IT Network
Total Software			\$ 55,200	\$ 81,900	\$ 65,307	\$ 65,307	\$ 84,357	3.00%	

Stanislaus Regional 911  
Fiscal Year 2025 Final Budget Allocation Detail  
Other Expenses/Fixed Assets

Account	Description	FY 2024 Budget	FY 2023 Actual	FY 2024 YTD Actual	FY 2024 YE Projection	FY 2025 Budget	Notes:
72800	Depreciation & Amortization	\$ 400,000	\$ 367,413	\$ 271,951	\$ 326,341	400,000	
	<b>Other Charges</b>	<b>\$ 400,000</b>		<b>\$ 271,951</b>	<b>\$ 326,341</b>	<b>400,000</b>	

81000	Equipment	\$ 462,520	\$ -	\$ 266,236	\$ 684,818	483,443	See detail below
	<b>Fixed Assets</b>	<b>\$ 462,520</b>	<b>\$ -</b>	<b>\$ 266,236</b>	<b>\$ 684,818</b>	<b>483,443</b>	

Approved Fixed Assets funded with Committed Fund Balance

as of 06.17.24

Project #	Project Title	Fiscal Year Approved	Approved Budget	Remaining Balance	Status
1	CAD Switches/Routers	2023	\$ 75,300	\$ 75,300	not started
2	Radio Routers	2023	55,177	-	completed-Mt.Oso only
3	Batteries	2023	14,400	14,400	not started
4	Microwaves	2023	277,167	262,833	pending shipment of equipment
5	UPS – Oakdale Site	2023	19,200	19,200	pending quotes
6	Encryption Key Loader	2023	7,320	7,320	not started
7	Wire Replacement-Mt. Oso	2023	15,924	-	completed
8	Backup Radio Encryption	2023	1,876	1,876	not started
9	Firewalls	2024	200,296	-	completed
10	UPS-Patterson	2024	18,000	18,000	not started
11	UPS-Waterford	2024	18,000	18,000	not started
12	Backup Radios	2024	76,128	-	completed
13	Backup Radio Encryption	2024	10,004	10,004	not started
14	LED Lighting-Dispatch	2024	62,292	56,510	pending installation
15	Portable Radio	2024	10,800	-	completed
16	Cohesity Backup Ransomware	2024	67,000	-	completed
	<b>Total</b>		<b>\$</b>	<b>483,443</b>	

Stanislaus Regional 911

Fiscal Year 2025 Final Budget

75% for 6 Fixed Posts / 25% CAD Incidents Cost Distribution

Total Cost (Dispatch, Call Takers & Overhead)	\$	11,311,798
Less 10% Vacancy Reduction	\$	(780,710)
Less Revenue and Accounting Adjustments	\$	(447,000)
Less Other Funding Sources	\$	(483,443)
<b>Final Allocated Service Cost to 6.0 Radio Channels</b>	<b>\$</b>	<b>9,600,645</b>
75% Fixed Post - Cost Distribution	\$	7,200,484
25% CAD Incidents - Cost Distribution	\$	2,400,161

MPD Channels - 2 Fixed Posts (33.33%)	Post \$	% Post	Incidents	% Incidents	Incident \$	FY 2025 Distribution	FY 2024 Distribution	Change FY 2024
MODESTO P.D.	\$	2,400,161	133,465	45.01%	\$	1,080,367	\$	3,287,159
CHANNEL TOTALS	\$	2,400,161	133,465	45.01%	\$	1,080,367	\$	3,287,159

Sheriff Channels 2 Fixed Posts (33.33%)*	Post \$	% Post	Incidents	% Incidents	Incident \$	FY 2025 Distribution	FY 2024 Distribution	Change FY 2024
COUNTY SHERIFF (UNINCORPORATED)	\$	1,459,510	64,340	21.70%	\$	520,817	\$	1,908,491
CITY OF RIVERBANK		264,998	11,682	3.94%		94,563		341,301
CITY OF PATTERSON		268,038	11,176	3.99%		95,648		361,286
CITY OF WATERFORD		108,817	4,797	1.62%		38,831		116,483
CITY OF HUGHSON		61,769	2,723	0.92%		22,042		83,811
PROBATION*		237,029	10,449	3.52%		84,582		320,960
CHANNEL TOTALS	\$	2,400,161	105,807	35.68%	\$	856,482	\$	3,118,308

\* Probation uses SO channels, therefore, the SO receives the cost benefit.

Fire Channels - 2 Fixed Posts (33.33% of cost)	Post \$	% Post	Incidents	% Incidents	Incident \$	FY 2025 Distribution	FY 2024 Distribution	Change FY 2024	County Subsidy	Agency Allocation
MODESTO FIRE**	\$	1,360,144	32,435	10.94%	\$	262,554	\$	1,540,570	\$	82,128
CERES FIRE**		227,662	5,429	1.83%		43,946		271,609		(5,784)
STANISLAUS CONSOLIDATED**		230,849	5,505	1.86%		44,562		275,411		264,168
OAKDALE FIRE		99,175	2,365	0.80%		19,144		118,319		109,553
PATTERSON FIRE		84,917	2,025	0.68%		16,392		101,309		95,462
BURBANK-PARADISE FIRE**		47,176	1,125	0.38%		9,107		56,283		65,357
SALIDA FIRE**		52,921	1,262	0.43%		10,216		63,137		89,354
OAKDALE RURAL FIRE**		45,918	1,095	0.37%		8,864		54,782		57,037
HUGHSON FIRE**		40,635	969	0.33%		7,844		48,478		50,400
WEST STANISLAUS FIRE**		45,751	1,091	0.37%		8,831		54,582		53,238
KEYES FIRE**		37,615	897	0.30%		7,261		44,876		42,321
NEWMAN FIRE		36,986	882	0.30%		7,140		44,126		38,329
TURLOCK RURAL **		20,296	484	0.16%		3,918		24,214		26,787
WOODLAND FIRE**		24,406	582	0.20%		4,711		29,117		26,306
DENAIR FIRE**		24,406	582	0.20%		4,711		29,117		26,354
WESTPORT FIRE**		11,826	282	0.10%		2,283		14,108		17,457
MTN VIEW FIRE**		9,477	226	0.08%		1,829		11,307		12,504
CHANNEL TOTALS	\$	2,400,161	57,236	19.30%	\$	463,312	\$	2,792,589	\$	70,884
<b>Grand Totals</b>	<b>\$</b>	<b>7,200,484</b>	<b>296,508</b>	<b>100.00%</b>	<b>\$</b>	<b>2,400,161</b>	<b>\$</b>	<b>9,198,057</b>	<b>\$</b>	<b>402,588</b>

\*\* Receives County subsidy



Stanislaus Regional 911

Fire Agency Populations and Cost Allocation Subsidies

Incorporated/Unincorporated Populations

Actual Subsidies

		Population				FY 2024 Final Budget				FY 2025 Final Budget				Net Impact					
		Total Count	Incorporated Count	%	Unincorporated Count	Total \$	Funded by City/Agency \$	%	Funded by County \$	Total \$	Funded by City/Agency \$	%	Funded by County \$	Total \$	City/Agency \$	County \$			
Service Partners																			
MODESTO FIRE		209,852	199,967	95.3%	9,885	4.7%	\$ 1,540,570	\$ 1,468,002	95.3%	\$ 72,568	4.7%	\$ 1,622,688	\$ 1,546,261	95.3%	\$ 76,437	4.7%	\$ 82,128	\$ 78,260	\$ 3,869
CERES FIRE*		54,335	40,417	74.4%	13,918	25.6%	277,393	156,338	56.4%	121,055	43.6%	\$ 271,609	152,038	56.0%	119,573	44.0%	(5,784)	(4,303)	(1,482)
STANISLAUS CONSOLIDATED		46,444	33,050	71.2%	13,394	28.8%	264,168	\$ 187,984	71.2%	\$ 76,183	28.8%	\$ 275,411	195,985	71.2%	79,426	28.8%	11,243	8,001	3,242
OAKDALE FIRE*		20,675	20,675	100.0%	-	0.0%	109,553	109,553	100.0%	-	0.0%	\$ 118,319	118,319	100.0%	-	0.0%	8,766	8,766	-
PATTERSON FIRE		20,413	20,413	100.0%	-	0.0%	95,462	\$ 95,462	100.0%	\$ -	0.0%	\$ 101,309	101,309	100.0%	-	0.0%	5,847	5,847	-
BURBANK-PARADISE FIRE		8,349	-	0.0%	8,349	100.0%	65,357	-	0.0%	65,357	100.0%	\$ 56,283	-	0.0%	56,283	100.0%	(9,074)	-	(9,074)
SALIDA FIRE		19,166	-	0.0%	19,166	100.0%	89,354	\$ -	0.0%	\$ 89,354	100.0%	\$ 63,137	-	0.0%	63,137	100.0%	(26,218)	-	(26,218)
OAKDALE RURAL FIRE		9,652	-	0.0%	9,652	100.0%	57,037	-	0.0%	57,037	100.0%	\$ 54,782	-	0.0%	54,782	100.0%	(2,255)	-	(2,255)
HUGHSON FIRE		10,220	6,640	65.0%	3,580	35.0%	50,400	\$ 32,745	65.0%	\$ 17,655	35.0%	\$ 48,478	31,497	65.0%	16,982	35.0%	(1,922)	(1,249)	(673)
WEST STANISLAUS FIRE		7,803	-	0.0%	7,803	100.0%	53,238	-	0.0%	53,238	100.0%	\$ 54,582	-	0.0%	54,582	100.0%	1,344	-	1,344
KEYES FIRE		10,936	-	0.0%	10,936	100.0%	42,321	\$ -	0.0%	\$ 42,321	100.0%	\$ 44,876	-	0.0%	44,876	100.0%	2,556	-	2,556
NEWMAN FIRE*		10,244	10,244	100.0%	-	0.0%	38,329	38,329	100.0%	-	0.0%	\$ 44,126	44,126	100.0%	-	0.0%	5,797	5,797	-
TURLOCK RURAL		5,038	-	0.0%	5,038	100.0%	26,787	\$ -	0.0%	\$ 26,787	100.0%	\$ 24,214	-	0.0%	24,214	100.0%	(2,573)	-	(2,573)
WOODLAND FIRE		4,699	-	0.0%	4,699	100.0%	26,306	-	0.0%	26,306	100.0%	\$ 29,117	-	0.0%	29,117	100.0%	2,811	-	2,811
DENAIR FIRE		9,423	-	0.0%	9,423	100.0%	26,354	\$ -	0.0%	\$ 26,354	100.0%	\$ 29,117	-	0.0%	29,117	100.0%	2,763	-	2,763
WESTPORT FIRE		2,726	-	0.0%	2,726	100.0%	17,457	-	0.0%	17,457	100.0%	\$ 14,108	-	0.0%	14,108	100.0%	(3,349)	-	(3,349)
MTN VIEW FIRE		2,398	-	0.0%	2,398	100.0%	12,504	\$ -	0.0%	\$ 12,504	100.0%	\$ 11,307	-	0.0%	11,307	100.0%	(1,197)	-	(1,197)
Total Fire		452,373	331,406	73.3%	120,967	26.7%	\$ 2,792,589	\$ 2,088,414	74.8%	\$ 704,175	25.2%	\$ 2,863,473	\$ 2,189,533	76.5%	\$ 673,940	23.5%	\$ 70,884	\$ 101,119	\$ (30,236)

\*Ceres Fire, Oakdale Fire, and Newman Fire were being subsidized by the County using a phase-in approach. The subsidy disappears in FY 2016-2017 with the exception of \$50,000 to Ceres in support of Westport Fire. This subsidy will expire when the annexed area generates \$100,000 of annual property and sales tax revenues for the City of Ceres.

**Note: This is the Final Allocation Worksheet used to appropriate costs for Fiscal Year 2019-2020; all population counts have been verified using the following methodology:**

2010 Census data for Stanislaus County provided city totals using block counts. Using GIS mapping, these blocks were identified by fire district area with additional evaluation performed on blocks that overlapped more than one fire district. Using the GIS master address layer, counts were allocated to the appropriate districts. City census counts were deducted from the total to identify the unincorporated count. GIS counts were used to separate Modesto and Ceres industrial districts from city counts to unincorporated counts.

Stanislaus Regional 911  
Historical Incident Counts

Agency Description	FY 22-23	FY 21-22	FY 20-21	FY 19-20	FY 18-19	FY 17-18	FY 16-17
<b>MPD Incident Counts</b>							
MODESTO P.D.	133,465	116,312	134,600	147,282	143,221	165,247	158,039
	<b>133,465</b>	<b>116,312</b>	<b>134,600</b>	<b>147,282</b>	<b>143,221</b>	<b>165,247</b>	<b>158,039</b>
<b>Sheriff/Contracted Agencies Incidents</b>							
COUNTY SHERIFF (UNINCORPORATED)	64,340	59,016	62,066	70,136	67,164	72,146	75,616
CITY OF RIVERBANK	11,682	10,554	10,769	12,235	12,371	14,795	14,442
CITY OF PATTERSON	11,816	11,172	12,305	14,091	13,678	15,625	15,729
CITY OF WATERFORD	4,797	3,602	4,667	5,805	5,609	5,462	5,452
CITY OF HUGHSON	2,723	2,158	2,754	3,389	3,436	3,666	4,620
PROBATION	10,449	9,925	12,763	12,394	15,020	15,281	16,974
	<b>105,807</b>	<b>96,427</b>	<b>105,324</b>	<b>118,050</b>	<b>117,278</b>	<b>126,975</b>	<b>132,833</b>
<b>Fire Districts Incidents</b>							
MODESTO FIRE	32,435	32,034	30,528	31,367	33,613	29,684	28,163
CERES FIRE	5,429	5,768	5,538	5,318	5,460	5,588	5,429
STANISLAUS CONSOLIDATED	5,505	5,493	5,217	4,903	5,403	5,010	4,733
OAKDALE FIRE	2,365	2,278	2,166	1,887	2,038	1,962	1,892
PATTERSON FIRE	2,025	1,985	1,977	1,853	1,859	1,744	1,742
BURBANK-PARADISE FIRE	1,125	1,359	1,270	1,350	1,383	1,359	1,284
SALIDA FIRE	1,262	1,858	1,781	1,744	1,788	1,572	1,527
OAKDALE RURAL FIRE	1,095	1,186	1,095	969	969	1,007	982
HUGHSON FIRE	969	1,048	894	913	964	878	833
WEST STANISLAUS FIRE	1,091	1,107	1,137	1,105	1,047	1,113	1,007
KEYES FIRE	897	880	946	902	834	873	823
NEWMAN FIRE	882	797	857	795	747	716	714
TURLOCK RURAL	484	557	536	475	520	506	493
WOODLAND FIRE	582	547	522	507	590	482	467
DENAIR FIRE	582	548	551	531	496	433	375
WESTPORT FIRE	282	363	294	276	337	282	271
MTN VIEW FIRE	226	260	296	307	287	201	216
	<b>57,236</b>	<b>58,068</b>	<b>55,605</b>	<b>55,202</b>	<b>58,335</b>	<b>53,410</b>	<b>50,951</b>
	<b>296,508</b>	<b>270,807</b>	<b>295,529</b>	<b>320,534</b>	<b>318,834</b>	<b>345,632</b>	<b>341,823</b>



The professional connection between the community and public safety

Kasey Young, Interim Executive Director

Vote Required:

☒ Yes ☐ No

**AGENDA DATE:** June 26, 2024

**SUBJECT:** Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Professional Services Agreement with Jocelyn E. Roland, PH. D. for Psychological Screening and Counseling Services in an Annual Amount Not to Exceed \$21,000

**DISCUSSION:**

Jocelyn D. Roland, PH. D. (Dr. Roland) provides psychological screening of candidates for local law enforcement and public safety agencies within Stanislaus County, including Stanislaus Regional 9-1-1 (SR911). Additionally, Dr. Roland provides counseling services and stress debriefing services to SR911 employees for dispatch-related stress incidents.

Dr. Roland has provided a high-level of support and services to SR911 since January 1, 2015, and staff recommends continuing with the firm.

In order to continue the services needed, it is recommended that the Commission approve the agreement with Dr. Roland.

See Attachment A for details of the services that will be performed during Fiscal Year 2024/2025.

The contract has been reviewed by the Agency's attorney and is approved to form.

**FISCAL IMPACT:**

The total expense for dispatch applicants is expected not to exceed \$9,000. Additionally, the monthly counseling services provided for staff is a flat monthly rate of \$1,000. Executing an agreement with Dr. Roland, as proposed, would result in an annual expense of approximately \$21,000. Funding is available and budgeted in Fiscal Year 2024/25.

---

**RECOMMENDATION:**

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to execute and continue a one (1) year professional services agreement with Jocelyn E. Roland, PH. D. for psychological screening and counseling services in an annual amount not to exceed \$21,000.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 9-1-1, (209) 552-3903

---

**ATTACHMENTS:** A-1: Agreement for Professional Services, Jocelyn D. Roland, Ph.D. (11 Pages)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the Consolidated Emergency Dispatch Agency ("JPA") and Jocelyn E Roland, PH.D., ABPP ("Consultant"), on July 1, 2024 (the "Agreement").

### **Introduction**

WHEREAS, the JPA has a need for services involving psychological services;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### **Terms and Conditions**

#### **1. Scope of Work**

1.1 The Consultant shall furnish to the JPA upon execution of this Agreement or receipt of the JPA's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of JPA. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to JPA all copyrights to such works. With the JPA's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the JPA desire to reuse the documents specified above and not use the services of the Consultant, then the JPA agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the JPA releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the JPA.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the JPA and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the JPA.

## 2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from the JPA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the JPA with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the JPA shall pay in full within 30 days of the date each invoice is approved by the JPA. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 The JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by the JPA to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. The JPA has no responsibility or liability for payment of Consultant's taxes or assessments.

## 3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The JPA may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the JPA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

## 4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal

governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the JPA.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the JPA--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the JPA and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Consultant's obligation to defend, indemnify and hold the JPA and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the JPA shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of the JPA and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum

contaminated soils or other regulated substances pass to Consultant.

## 8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of the JPA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the JPA. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the JPA. No agent, officer or employee of the JPA is to be considered an employee of Consultant. It is understood by both Consultant and the JPA that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the JPA.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to the JPA only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the JPA's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to the JPA under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of the JPA, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a JPA employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the JPA in any capacity whatsoever as an agent, or to bind the JPA to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds the JPA harmless from any and all claims that may be made against the JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the



termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of the JPA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, the JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

#### 10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

#### 11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the JPA's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

#### 12. Assignment

This is an agreement for the services of Consultant. The JPA has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of the JPA. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of the JPA.

#### 13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a

waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or the JPA shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To JPA:	To Consultant:
Kasey Young, Interim Director Stanislaus Regional 9-1-1	Jocelyn E Roland, PH.D. ABPP Psychologist
3705 Oakdale Road	2937 Veneman Ave., Suite B125
Modesto, CA 95357	Modesto, CA 95356

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the

parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

23. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22

23.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

23.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

23.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

*[ signatures appear on following page ]*

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**CONSOLIDATED EMERGENCY DISPATCH  
AGENCY COMMISSION**

**JOCELYN E. ROLAND**

By: \_\_\_\_\_  
*President, Consolidated Emergency Dispatch  
Agency Commission*

"JPA"

By: \_\_\_\_\_  
Jocelyn E. Roland, PH.D, ABPP  
Psychologist

"Consultant"

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
*Kasey Young  
SR911 Interim Director*

APPROVED AS TO FORM:  
Thomas E. Boze, County Counsel

By: \_\_\_\_\_  
*Lori Sicard  
Deputy County Counsel*

## EXHIBIT A

### A. SCOPE OF WORK

#### 1. Pre-employment Psychological Evaluation.

The Consultant shall provide pre-employment psychological evaluations of applicants for the positions of Lateral Emergency Dispatcher, Emergency Dispatcher Trainee, Emergency Call-Taker and part-time/extra help. The evaluation for all applicants will meet any requirements developed by the California Commission of Peace Officer Standards and Training (POST) as well as the standards of Government Code Section 1031(f). This service shall include:

- a. A formal evaluation to screen out job-relevant psychopathology and assess normal personality traits consistent with the (14) psychological screening dimensions offered by the California Commission on Peace Officer Standards and Training Public Safety Dispatcher Psychological Assessment Resource Document from 1997.
- b. Preparation of a written report to Stanislaus Regional 9-1-1 which includes interview data, relevant background information, methods utilized, psychological test results and interpretations, and a specific recommendation regarding the applicant's suitability for the position applied for.

#### 2. Counseling/psychotherapy.

Consultant shall offer counseling/psychotherapy sessions as follows:

- a. For any full-time, active employee serving in the role of Emergency Dispatcher, Emergency Dispatcher Trainee, Emergency Call-Taker, Consultant shall provide counseling/debriefing for critical incidents and other job-related events as deemed appropriate by the JPA Command Staff (defined as the Operations Manager or higher in rank). Employees will be referred by JPA Command Staff to the Consultant, who will decide the appropriate number of sessions to address the referral issue. The content of the sessions shall remain confidential, unless appropriate consents for the release of information are secured at the employee's request (e.g., to facilitate time-off, for the Consultant to discuss relevant job-related matters with the referring supervisor, etc.).
- b. For any active employee, Consultant shall provide on-call services as needed upon the request of JPA Command Staff for on-duty Critical Incidents. Consultant shall be available 24-hours per day for these services.

#### 3. Consultation and training.

- a. Consultant may provide consultation to supervisors upon request and as Consultant's schedule permits. Consultation that is outside the referral process for an employee needing counseling may be charged for at the agreed upon hourly rate. This would primarily be for extended consultation.
- b. Consultant will provide training presentations as requested on a variety of topics (i.e., Peer Support training or program development, stress management, understanding physiology under pressure, etc.). The Consultant will bill per hour for training preparation/development as well as direct instruction.

#### 4. Exclusions.

- a. The Consultant will not perform Fitness-for-duty Evaluations given the Consultant's role as a clinician for the employees of the JPA; however, the Consultant will assist JPA Command Staff in assessing the need for such a referral and locating a qualified evaluator to conduct the evaluations when

deemed necessary.

5. Schedule and Budget

Consultant shall complete the report on a mutually acceptable schedule. Consultant fee schedule is identified in **Exhibit C**. Consultant shall only bill for work completed and not in work in progress.

**B. COMPENSATION**

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be in accordance with the County's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

(a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.

(b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$21,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

**C. TERM**

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from July 1, 2023 through June 30, 2024 unless otherwise terminated as provided below.

**D. INVOICE TO:**

Invoices shall be submitted to:

Stanislaus Regional 9-1-1  
Attn: Kasey Young  
3705 Oakdale Road  
Modesto, CA 95357

**EXHIBIT C**  
**FEE SCHEDULE**

The Consultant shall be compensated for services under this Agreement as follows:

1. JPA shall pay Consultant \$500.00 for each Pre-employment Psychological Evaluation (PPE) described in Paragraph 1 of Section A above. PPE's that are not cancelled within two (2) business days of the scheduled appointment and "no-shows" for appointments will be billed at the regular rate. Consultant shall submit billing statement along with the written report of each evaluation.
2. JPA shall pay Consultant \$250.00 for Pre-Offer Evaluation and \$325.00 for Post Offer Evaluation.
3. JPA shall pay \$1,000.00 per month for other services described in Section A, Subsection 2 (Counseling/psychotherapy) above, due on the first day of each month, beginning July 1, 2021.
4. JPA shall pay \$450.00 per hour for all other services described in Paragraph 3 of Section A above.



The professional connection between the community and public safety

Kasey Young, Interim Executive Director

Vote Required: ☒ Yes ☐ No

**AGENDA DATE:** June 26, 2024

**SUBJECT:** Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Agreement with Simpson Investigation Services Group for Background Investigation Services in an Annual Amount Not to Exceed \$20,000

**DISCUSSION:**

Simpson Investigative Services Group provides background investigation of candidates for law enforcement and public safety.

In August 2016, Stanislaus Regional 9-1-1(SR911) corresponded with vendors inviting a Request for Quote (RFQ) for Background Investigation services. Simpson Investigative Services was one of two agencies that responded. In January 2017, SR911 entered into an Agreement with Simpson Investigative Services to provide Background Investigation services. Staff recommends continuing with the firm for an additional one (1) year term.

SR911 continually faces challenges in hiring qualified staff and it is imperative to have reputable vendors to examine its applicants.

See Attachment A for details of the services that will be performed.

The contract has been reviewed by the agency's Attorney and is approved to form.

**FISCAL IMPACT:**

Executing an agreement with Simpson Investigative Services, as proposed, would result in an expense of \$20,000. The funding is available and budgeted in Fiscal Year 2024/25.



---

**RECOMMENDATION:**

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to execute a one (1) year independent contractor agreement with Simpson Investigative Services Group for background investigation services in an annual amount not to exceed \$20,000.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 9-1-1, (209) 552-3903

---

**ATTACHMENTS:** A-1: Agreement for Independent Contractor Services,  
Simpson Investigative Services Group (9 Pages)

**AGREEMENT  
FOR  
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the Consolidated Emergency Dispatch Agency ("JPA") and Simpson Investigation Services Group, ("Contractor") as of July 1, 2024.

**Recitals**

WHEREAS, the JPA has a need for services involving Background Investigations;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**Terms and Conditions**

**1. Scope of Work**

1.1 The Contractor shall furnish to the JPA upon execution of this Agreement or receipt of the JPA's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the JPA shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the JPA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the JPA's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the JPA.

**2. Consideration**

2.1 JPA shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from the JPA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The JPA has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the JPA for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

### 3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The JPA may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the JPA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

### 4. Required Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the JPA.

4.2 Contractor further certifies to the JPA that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies,

equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. The JPA is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the JPA and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Contractor's obligation to defend, indemnify and hold the JPA and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of the JPA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the JPA. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the JPA. No agent, officer or employee of the JPA is to be considered an employee of Contractor. It is understood by both Contractor and JPA that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the JPA.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the JPA only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to JPA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others

during the same period service is provided to the JPA under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of the JPA, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a JPA employee, and do not have the right to act on behalf of the JPA in any capacity whatsoever as an agent, or to bind the JPA to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds the JPA harmless from any and all claims that may be made against the JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of the JPA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, the JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the JPA's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. The JPA has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of the JPA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the JPA.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the JPA shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To JPA:  
Stanislaus Regional 9-1-1  
Kasey Young, Interim Director  
3705 Oakdale Road  
Modesto, CA 95357

To Contractor:  
Simpson Investigative Services Group  
Terry Simpson, Owner  
P.O. Box 232786  
Pleasant Hill, CA 94523-0786

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in

accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

24.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**CONSOLIDATED EMERGENCY DISPATCH  
AGENCY COMMISSION**

By: \_\_\_\_\_  
President  
Consolidated Emergency Dispatch Agency  
Commission

"JPA"

**SIMPSON INVESTIGATIVE SERVICES GROUP**

By: \_\_\_\_\_  
Printed name: Terry Simpson  
Title: Owner

"Contractor"

APPROVED AS TO CONTENT:  
Stanislaus Regional 9-1-1

By: \_\_\_\_\_  
Printed name: Kasey Young  
Title: SR911 Interim Director

APPROVED AS TO FORM:  
Thomas E. Boze, County Counsel

By: \_\_\_\_\_  
Lori Sicard, Deputy County Counsel

## **EXHIBIT A**

### **A. SCOPE OF WORK**

The Contractor shall provide services under this Agreement as follows:

1. To conduct comprehensive Pre-Employment Background Investigations on the candidate(s) for Public Safety employment with Stanislaus Regional 9-1-1.
2. To conduct the background investigations in a manner that meets and/or exceeds all standards and regulations governing such pre-employment background investigations, in compliance with all State and Federal laws related to such investigations.
3. To conduct the background investigations in a manner that meets all of the requirements for employment as specified by Stanislaus Regional 9-1-1.
4. To provide the Stanislaus Regional 9-1-1 with a written report and all supporting documents as required by Federal and State regulations related to pre-employment background investigations on Public Safety employees.
5. The estimated time for project completion is expected to be within 30 days from the investigators initial interview with the candidate.

### **B. COMPENSATION**

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Compensation will include a one-time flat fee, plus actual expenses supported by receipts related to travel, lodging, and/or meals pre-approved by Stanislaus Regional 9-1-1 prior to the expense being incurred. Personal vehicle mileage is to be compensated at the IRS rate at the time that the work is performed. Background investigation flat fee schedule includes:

- Police Officer/Deputy Sheriff/Firefighter: \$2,000.00
- Public Safety Dispatcher: \$ 1,800.00
- Any other non-sworn positions: \$1800.00
- Executive/Management positions, sworn and non-sworn, may exceed the above stated fee schedule and will be negotiated with Stanislaus Regional 9-1-1 before beginning the background investigation.

2. Payment for services and expenses is requested within 30 days of project completion and the submission of invoice or in accordance with normal vendor payment schedules deemed appropriate by Stanislaus Regional 9-1-1.

3. The parties hereto acknowledge the maximum amount to be paid by the JPA for services provided under the term of this Agreement shall not exceed \$20,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.



The professional connection between the community and public safety

Kasey Young, Interim Executive Director

Vote Required:

☒ Yes ☐ No

**AGENDA DATE:** June 26, 2024

**SUBJECT:** Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Agreement with Rank Investigation and Protection Inc. for Background Investigation Services in an Annual Amount Not to Exceed \$20,000

**DISCUSSION:**

Rank Investigation and Protection Inc. provides background investigation of candidates for law enforcement and public safety.

Regional 9-1-1(SR911) corresponded with vendors inviting a Request for Quote (RFQ) for Background Investigation services. Rank Investigations was one of two agencies that responded. In January 2017, SR911 entered into an Agreement with Rank Investigation and Protection to provide Background Investigation services. Staff recommends continuing with the firm for an additional one (1) year term.

SR911 continually faces challenges in hiring qualified staff and it is imperative to have reputable vendors to examine its applicants.

See Attachment A for details of the services that will be performed.

The contract has been reviewed by the agency's Attorney and is approved to form.

**FISCAL IMPACT:**

Executing an agreement with Rank Investigation, as proposed, would result in a total expense of approximately \$20,000. The of funding is available and budgeted in Fiscal Year 2024/2025.

**RECOMMENDATION:**

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to execute a one (1) year independent contractor agreement with

Rank Investigation and Protection Inc. for background investigation services in an annual amount not to exceed \$20,000.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 9-1-1, (209) 552-3903

---

**ATTACHMENTS:** A-1: Agreement for Independent Contractor Services,  
Rank Investigation and Protection Inc. (9 Pages)

## **AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the Consolidated Emergency Dispatch Agency ("JPA") and Rank Investigations and Protection Inc., ("Contractor") as of July 1, 2024.

### **Recitals**

WHEREAS, the JPA has a need for services involving Background Investigations;

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### **Terms and Conditions**

#### **1. Scope of Work**

1.1 The Contractor shall furnish to the JPA upon execution of this Agreement or receipt of the JPA's written authorization to proceed, those services and work set forth in **Exhibit A**.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the JPA shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the JPA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the JPA's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the JPA.

#### **2. Consideration**

2.1 JPA shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from the JPA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. The JPA has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the JPA for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

### 3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The JPA may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the JPA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

### 4. Required Licenses, Certificates and Permits

4.1 Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the JPA.

4.2 Contractor further certifies to the JPA that it and its principals are not debarred, suspended, or otherwise excluded or ineligible for participation in federal, state or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies,

equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. The JPA is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the JPA and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Contractor's obligation to defend, indemnify and hold the JPA and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of the JPA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the JPA. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the JPA. No agent, officer or employee of the JPA is to be considered an employee of Contractor. It is understood by both Contractor and JPA that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the JPA.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to the JPA only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to JPA's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others

during the same period service is provided to the JPA under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of the JPA, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a JPA employee, and do not have the right to act on behalf of the JPA in any capacity whatsoever as an agent, or to bind the JPA to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

8.8 As an independent Contractor, Contractor hereby indemnifies and holds the JPA harmless from any and all claims that may be made against the JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of the JPA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, the JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.



10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

11.1 Non-Discrimination. During the performance of this Agreement, Contractor and its officers employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the JPA's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. Assignment

This is an agreement for the services of Contractor. The JPA has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of the JPA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the JPA.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or the JPA shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To JPA:  
Stanislaus Regional 9-1-1  
Kasey Young, Interim Director  
3705 Oakdale Road  
Modesto, CA 95357

To Contractor:  
Rank Investigation and Protection Inc.  
1301 K Street, Suite G  
Modesto, CA 95354

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation; the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under and shall be governed by and construed in

accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Authorized Signature

The person signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder has been duly authorized and that the Agreement is a valid and legal agreement binding on Contractor and enforceable in accordance with its terms.

23. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

24. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22

24.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

24.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

24.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**CONSOLIDATED EMERGENCY DISPATCH  
AGENCY COMMISSION**

By: \_\_\_\_\_  
President  
Consolidated Emergency Dispatch Agency  
Commission

"JPA"

**RANK INVESTIGATION AND PROTECTION  
Inc.**

By: \_\_\_\_\_  
Printed name: Steven Rank  
Title: President/CEO

"Contractor"

APPROVED AS TO CONTENT:  
Stanislaus Regional 9-1-1

By: \_\_\_\_\_  
Printed name: Kasey Young  
Title: SR911 Interim Director

APPROVED AS TO FORM:  
Thomas E. Boze, County Counsel

By: \_\_\_\_\_  
Lori Sicard, Deputy County Counsel

## EXHIBIT A

### A. SCOPE OF WORK

The Contractor shall provide services under this Agreement as follows:

1. To conduct comprehensive Pre-Employment Background Investigations on the candidate(s) for Public Safety employment with Stanislaus Regional 9-1-1.
2. To conduct the background investigations in a manner that meets and/or exceeds all standards and regulations governing such pre-employment background investigations, in compliance with all State and Federal laws related to such investigations.
3. To conduct the background investigations in a manner that meets all of the requirements for employment as specified by Stanislaus Regional 9-1-1.
4. To provide the Stanislaus Regional 9-1-1 with a written report and all supporting documents as required by Federal and State regulations related to pre-employment background investigations on Public Safety employees.
5. The estimated time for project completion is expected to be within 30 days from the investigators initial interview with the candidate.

### B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follows:

1. Compensation will \$45.00 per hour plus actual expenses supported by receipts related to travel, lodging, and/or meals pre-approved by Stanislaus Regional 9-1-1 prior to the expense being incurred. Personal vehicle mileage is to be compensated at the IRS rate at the time that the work is performed. Background investigation shall not exceed \$1600.00 for a Public Safety Dispatcher plus preapproved expenses and mileage. If the Background is estimated to exceed \$1600.00 at the hourly rate then preapproval will be obtained

This rate paragraph would apply to non-sworn personnel.

2. Contractor will be compensated for services and expenses is requested within 30 days of project completion and the submission of invoice or in accordance with normal vendor payment schedules deemed appropriate by Stanislaus Regional 9-1-1.

3. The parties hereto acknowledge the maximum amount to be paid by the JPA for services provided under the term of this Agreement shall not exceed \$20,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.



The professional connection between the community and public safety

Kasey Young, Interim Executive Director

Vote Required:

☒ Yes ☐ No

**AGENDA DATE:** June 26, 2024

**SUBJECT:** Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Professional Services Agreement with Cordico Psychological Corporation for Psychological Screening Services in an Annual Amount Not to Exceed \$9,000.

**DISCUSSION:**

Cordico Psychological Corporation provides psychological screening of candidates for local law enforcement and public safety agencies in Northern California, including Stanislaus County Probation Department.

In order to continue the services needed to recruit emergency dispatcher and emergency call-taker applicants, it is recommended that the Commission approve the agreement with Cordico Psychological Corporation.

See Attachment A for details of the services that will be performed during Fiscal Year 2024/2025.

The contract has been reviewed by the Agency's attorney and is approved to form.

**FISCAL IMPACT:**

The total expense for psychological screening of dispatch applicants is expected not to exceed \$9,000. Funding of is available and budgeted in Fiscal Year 2023/24.

**RECOMMENDATION:**

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to execute and continue a one (1) year professional services agreement with Cordico Psychological Corporation for psychological screening services in an annual amount not to exceed \$9,000.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 9-1-1, (209) 552-3903

---

**ATTACHMENTS:** A-1: Agreement for Professional Services, Cordico  
Psychological Corporation (11 Pages)

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the Consolidated Emergency Dispatch Agency ("JPA") and Cordico Psychological Corporation ("Consultant"), on July 1, 2024 (the "Agreement").

### **Introduction**

WHEREAS, the JPA has a need for services involving professional psychological evaluation services;

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### **Terms and Conditions**

#### **1. Scope of Work**

1.1 The Consultant shall furnish to the JPA upon execution of this Agreement or receipt of the JPA's written authorization to proceed, those services and work set forth in **Exhibit A**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of JPA. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to JPA all copyrights to such works. With the JPA's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. Should the JPA desire to reuse the documents specified above and not use the services of the Consultant, then the JPA agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the JPA releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the JPA.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied,



as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the JPA and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the JPA.

## 2. Consideration

2.1 The Consultant shall be compensated on either a time and materials basis or a lump sum basis, as provided in Exhibit A attached hereto.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from the JPA any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the JPA with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the JPA shall pay in full within 30 days of the date each invoice is approved by the JPA. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 The JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by the JPA to the Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. The JPA has no responsibility or liability for payment of Consultant's taxes or assessments.

## 3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The JPA may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the JPA's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

## 4. Required Licenses, Certificates and Permits and Compliance with Laws

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the JPA.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the JPA--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

Coverage Required: Consultant shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the JPA and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors including those resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use.

7.2 Consultant's obligation to defend, indemnify and hold the JPA and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the JPA shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of the JPA and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## 8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of the JPA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of the JPA. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the JPA. No agent, officer or employee of the JPA is to be considered an employee of Consultant. It is understood by both Consultant and the JPA that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the JPA.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to the JPA only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to the JPA's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to the JPA under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of the JPA, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a JPA employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the JPA in any capacity whatsoever as an agent, or to bind the JPA to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds the JPA harmless from any and all claims that may be made against the JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of the JPA shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, the JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

## 10. Confidentiality

The Consultant shall keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

## 11. Nondiscrimination

11.1 During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the JPA's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

## 12. Assignment

This is an agreement for the services of Consultant. The JPA has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of the JPA. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of the JPA.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or the JPA shall be required or may desire to make shall be in writing and shall be personally served or, alternatively, sent by prepaid first-class mail to the respective parties as follows:

To JPA:	To Consultant:
Kasey Young, Interim Director Stanislaus Regional 9-1-1	Cordico Psychological Corporation
3705 Oakdale Road	2377 Gold Meadow Way, Suite 100
Modesto, CA 95357	Gold River, California 95670

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

22. Electronic Signatures

Each party agrees that the electronic signatures (whether digital or encrypted) of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record (including facsimile or email electronic signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.

23. Certification Regarding Economic Sanctions Pursuant to California State Executive Order N-6-22

23.1 Contractor shall review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and by directly providing support to the government and people of Ukraine.

23.2 County shall terminate any contract with any individual or entity that is in violation of Executive Order N-6-22 or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

23.3 For contracts valued at \$5 million or more, Contractor shall provide a written report to the County regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect.

*[ signatures appear on following page]*

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**CONSOLIDATED EMERGENCY DISPATCH  
AGENCY COMMISSION**

**CORDICO PSYCHOLOGICAL CORPORATION**

By: \_\_\_\_\_  
*President, Consolidated Emergency Dispatch  
Agency Commission*

"JPA"

By: \_\_\_\_\_

"Consultant"

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
*Kasey Young  
SR911 Interim Executive Director*

APPROVED AS TO FORM:  
Thomas E. Boze, County Counsel

By: \_\_\_\_\_  
*Lori Sicard  
Deputy County Counsel*

## **EXHIBIT A**

### **A. SCOPE OF WORK**

#### **1. Pre-employment Psychological Evaluation.**

The Consultant shall provide pre-employment psychological evaluations of applicants for the positions of Lateral Emergency Dispatcher, Emergency Dispatcher Trainee, Emergency Call-Taker and part-time/extra help. The evaluation for all applicants will meet any requirements developed by the California Commission of Peace Officer Standards and Training (POST) as well as the standards of Government Code Section 1031(f). This service shall include:

- a. A formal evaluation to screen out job-relevant psychopathology and assess normal personality traits consistent with the (14) psychological screening dimensions offered by the California Commission on Peace Officer Standards and Training Public Safety Dispatcher Psychological Assessment Resource Document from 1997.
- b. Preparation of a written report to Stanislaus Regional 9-1-1 which includes interview data, relevant background information, methods utilized, psychological test results and interpretations, and a specific recommendation regarding the applicant's suitability for the position applied for.

### **B. COMPENSATION**

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, not to exceed the limit of in Paragraph 2 below, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this Agreement. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Travel expenses shall be in accordance with the County's Travel policy, herein incorporated by reference. No markup shall be paid on reimbursed items.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$9,000.00, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

### **C. TERM**

Paragraph 3.1 of the body of this Agreement is amended to read as follows:



3.1 The term of this Agreement shall be from July 1, 2024 through June 30, 2025 unless otherwise terminated as provided below.

**D. INVOICE TO:**

Invoices shall be submitted to:

Stanislaus Regional 9-1-1  
Attn: Kasey Young  
3705 Oakdale Road  
Modesto, CA 95357

**EXHIBIT C**  
**FEE SCHEDULE**

The Consultant shall be compensated for services under this Agreement as follows:

1. JPA shall pay Consultant \$500.00 for each Pre-employment Psychological Evaluation (PPE) described in Paragraph 1 of Section A above. PPE's that are not cancelled within two (2) business days of the scheduled appointment and "no-shows" for appointments will be billed at the regular rate. Consultant shall submit billing statement along with the written report of each evaluation.



The professional connection between the community and public safety.

Kasey Young, Interim Executive Director

Vote Required:

☒ Yes ☐ No**AGENDA DATE:** June 26, 2024**SUBJECT:** Consider the Approval of the Computer Aided Dispatch (CAD) System Procurement Options and Authorize Staff to Pursue Procurement Through the Approved Options**DISCUSSION:****Background**

In October 2022, Stanislaus Regional 9-1-1 (SR911) received a letter from Central Square Technologies that the Dispatch Now CAD system was scheduled to be retired on November 1, 2023. Beginning November 1, 2022, Central Square would only support critical system functionality. After November 1, 2023, no support would be provided for the Dispatch Now CAD product. SR911 and other U.S.-based users of Dispatch Now expressed concern over the timing of this notice, and thus, Central Square rescinded the letter and stated they would continue to provide support for an extended time.

**Current Situation**

The current Dispatch Now product is two major software versions behind, and there is no option to update it. The technology is antiquated, and the potential for system failure exists. SR911 is severely limited in its ability to support the functionality that other CAD systems have today. These services include live streaming video, picture, and file sharing, advanced geographical information (GIS) data sharing, cloud-based data sharing, connection to new third-party applications, and advanced database query. Options for future growth are limited and, in some cases, impossible. The level of service to the community and first responders is negatively impacted due to these limitations. For these reasons, SR911 needed to expedite the timeline for a replacement CAD product to support a large multi-discipline, multi-agency dispatch center and all the JPA partners. On November 3, 2023, Kasey Young, Interim Director of SR911, sent the following update on the Dispatch Now CAD system, reinforcing the need to select a new CAD system immediately.

1. SR911 is unable to add more CAD terminals.
2. SR911 is unable to add more mobile terminals.
3. Reports are not working correctly due to an update needed for an agency change request.
4. Most modern applications are unable to be connected due to the old architecture of the current system.

5. The CAD system is currently running on unsupported hardware.
6. The CAD system is running on an unsupported Windows Operating System.
7. The CAD system is not currently replicated off-site.
8. Dispatch CAD workstations are locking up and require rebooting twice a day. The PD01 workstation station has been replaced to minimize lockups.
9. SR911 is unable to use Google Maps with the current CAD system.
10. Units are locking up periodically, requiring the dispatcher to employ workarounds while attempting to free locked units.

SR911 began evaluating CAD systems in collaboration with user agencies to identify a system that would meet the dispatch centers' and partners' needs. Several vendors were considered, including Mark 43, Motorola Solutions, Sunridge Systems (RIMS), EMERES, Oracle America Inc., and Central Square Technologies.

#### Central Square Technologies

Central Square Technologies Enterprise CAD stands out above the competitors with a complete public safety and justice suite offering solutions from CAD to RMS, JMS, and public administration. The Enterprise CAD system is currently used in the U.S.; no development would be required. All features of the CAD system are tested before deployment, and each agency can choose which features they want to turn on and use. Any new features or upgrades that are developed are included in the contract for the CAD. Central Square gives a timeline of 12-15 months for implementation, but the timeline can be shortened if more staff time is dedicated. The Central Square CAD system provides advanced features that can support next-generation technology that our current system does not support today. It can support large, multi-discipline, multi-agency dispatch centers. There are agencies within Stanislaus County and in adjacent counties that are using Central Square today. The City of Turlock and Valley Regional Emergency Communications Center (AMR) use Central Square. San Joaquin County Sheriff's Office, Stockton PD, and Stockton Fire are all Central Square customers. The Central Square CAD system would allow for state-of-the-art CAD-to-CAD interfaces and streamline county and adjacent agencies' interoperability. Interfaces would immediately exist, and this platform would have an expedited implementation schedule.

As a result of this comprehensive evaluation, it became apparent Central Square Technologies would be the best fit for interoperability, implementation, and configuration. Therefore, the Central Square product is recommended as the replacement CAD System. Central Square offers the technology SR911, and partners require and continuously develops its products to stay up-to-date with current standards and ahead of emerging technologies. The future success of SR911 and its partners hinges on advanced technology and interoperability.

At the Commission meeting on April 24<sup>th</sup>, 2024, the Commission voted to approve the Central Square CAD system to replace the current CAD system and directed staff to return with procurement options.

## **Purchasing**

City of Modesto staff has identified a cooperative purchasing agreement to procure the Central Square Technologies CAD system. The City Attorney and County Counsel agrees there are options available to SR911 to obtain the CAD system through the identified cooperative purchasing agreement. Staff have identified the following options to procure the system.

<b>SR911 Purchase</b>
<b>Considerations</b>
<ol style="list-style-type: none"><li>1. SR911 tech staff will have a direct connection to Central Square should the need arise to escalate support needs. This is ideal when the CAD system is not operational or degraded, as it will help minimize operational time lost due to communication complexities.</li><li>2. The County may be able to provide project management resources at a more cost-effective rate than a contract project manager.</li><li>3. The city is unclear on how it can support the procurement of a CAD system with its grant funding. City staff is currently researching the viability of applying for a joint purchase of a CAD System, or procuring a system for another organization that is not specific to the City</li><li>4. The contract must be assigned should the JPA be dissolved. Per Counsel and City Attorney, this is a minor concern.</li></ol>
<b>City of Modesto Purchase</b>
<b>Considerations</b>
<ol style="list-style-type: none"><li>1. A clear path exists for the City to use earmarked grant funds to purchase the CAD system.</li><li>2. The City's CAD ownership will be protected in the event of an SR911 dissolution. An agreement would need to protect the County's CAD use should dissolution occur.</li><li>3. The City may be able to provide project management resources at a more cost-effective rate than a contract project manager.</li><li>4. In the support agreement, SR911 staff can be identified as first line support staff with direct contact to the vendor. A partnered escalation approach can be established.</li><li>5. SR911 will incur additional annual overhead costs as the City will administer the agreement with Central Square.</li></ol>

## **Funding Options**

1. Leverage the City of Modesto grant funding to procure the CAD system OR
2. Use partner contributions.

## **Method of Procurement**

- 1a. If option 1 is available, then procure through SR911 (preferred) or the City of Modesto.
- 2a. If option 2, staff will return to the commission with a budget adjustment and cost allocation to partners.

Staff recommends SR911 purchase the new CAD system. Staff is currently working with the City of Modesto to confirm the requirements of the grant funding that could be used to offset costs to partner agencies. If staff confirms the City of Modesto needs to be the agency that purchases the CAD system, then staff will work with the City to procure the CAD system.

---

## FISCAL IMPACT:

The fiscal impact of the new CAD system can be broken into two categories. The first category is the core CAD system, which SR911 will need to operate, and represents the cost allocated to partner agencies based on the cost distribution model. The second component is the agency licenses that must be procured for each agency, which will be charged directly to each agency based on the licenses needed.

The core CAD system is expected to have a total five-year cost of \$3,280,796. One-time implementation costs are expected to total \$1,744,396, of which \$1,213,536 is expected to be one-time Central Square costs to implement the system and \$530,860 for staff support, project management, and contingency costs. The balance of the cost is the licensing cost totaling \$307,280 per year. The total estimated cost of the new CAD system is reflected in the table below.

Activity	Cost
Core CAD One-Time Central Square Cost	1,213,536
Core CAD One-Time Other Implementation Cost	530,860
<b>Total One-Time Implementation Costs</b>	<b>1,744,396</b>
Core CAD Ongoing Cost	307,280
<b>Total Year 1 Cost (One-time plus Ongoing)</b>	<b>2,051,676</b>
Total Year 2 Cost	307,280
Total Year 3 Cost	307,280
Total Year 4 Cost	307,280
Total Year 5 Cost	307,280
<b>Total 5 Year Cost</b>	<b>3,280,796</b>

The current system provides unlimited licenses for agency mobile data computers (MDC) at no additional cost. With the new CAD system, a license will need to be purchased for each MDC. Agency licensing costs have been estimated based on current MDC counts pulled from the current CAD system and are estimated to be approximately \$429,100 annually, for an estimated five-year total of \$2,145,500. As the current CAD system counts reflect total available licenses, not total active licenses, staff will work with partner agencies to refine these counts and identify actual needs. As each agency will be responsible for the costs associated with the licenses needed by the agency, each agency will be able to manage this expense to their preferred service level.

The current CAD system's total ongoing cost is \$287,744 annually. The new Core CAD ongoing cost is \$307,280 annually, plus the cost of individual agency licenses currently estimated at \$429,100, for a total of \$736,380. This is a difference of \$448,636.

## RECOMMENDATION:

1. Direct staff to pursue the procurement of the Central Square CAD system and return with the necessary agreements to effectuate the procurement.
2. Direct staff to work with the City of Modesto to confirm the availability of grant funds in support of the procurement.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 9-1-1, (209) 552-3903

---

**ATTACHMENTS:**

- A-1 5 Year CAD Cost Summary (1 page)
- A-2 Total CAD Cost Detail (1 page)
- A-3 Core CAD Cost Details (1 page)
- A-4 Agency Annual Licensing Costs (1 page)
- A-5 CEDAC CAD Item April 2024 (4 pages)

SR 911 - Central Square CAD Implementation Costs

Core CAD Costs		
Activity	Cost	
Core CAD One-Time Central Square Cost	1,213,536	
Core CAD One-Time Other Implementation Cost	530,860	
<b>Total One-Time Implementation Costs</b>	<b>1,744,396</b>	
Core CAD Ongoing Cost	307,280	
<b>Total Year 1 Cost (One-time plus Ongoing)</b>	<b>2,051,676</b>	
Total Year 2 Cost	307,280	
Total Year 3 Cost	307,280	
Total Year 4 Cost	307,280	
Total Year 5 Cost	307,280	
<b>Total 5 Year Cost</b>	<b>3,280,796</b>	

Agency Annual License Costs <sup>1</sup>		
Year	Cost	
Year 1	429,100	
Year 2	429,100	
Year 3	429,100	
Year 4	429,100	
Year 5	429,100	
<b>Total 5 Year Cost</b>	<b>2,145,500</b>	

Footnotes:

<sup>1</sup> These costs are estimates based on current counts within the CAD system. The current CAD system counts reflect total available licences, not licenses in use. Agencies will likely adjust the number of licenses based on their needs, potentially transitioning to cost-effective licenses.

Other Potential Costs		
Activity	Cost	
Sheriff Handheld W/O Mapping Request of 350	70,000	
Probation Handheld W/O Mapping Request of 88	17,600	
Sheriff ICJIS Upgrade to connect to new CAD	24,500	
Sheriff RMS Interface	4,100	
Sheriff Axon Evidence Integration	4,100	
<b>Total 5 Year Cost</b>	<b>120,300</b>	



Summary of Total Central Square CAD Costs by Agency

Agency <sup>2</sup>	Core CAD One-Time Central		Core CAD One-Time Other <sup>1</sup> Cost		Core CAD Ongoing Cost		Agency Annual License Cost		Total Year 1	Total Year 2	Total Year 3	Total Year 4	Total Year 5
	Square Cost	\$	\$				Cost		Cost	Cost	Cost	Cost	Cost
Modesto Police Department		\$ 439,944	\$ 192,453	\$	111,398		102,700	\$ 846,495	\$ 214,098	\$ 214,098	\$ 214,098	\$ 214,098	\$ 1,702,889
Stanislaus County Sheriff - Unincorporated		250,316	109,501		63,383		189,800	613,000	253,183	253,183	253,183	253,183	1,625,730
City of Riverbank		45,449	19,882		11,508		20,000	96,839	31,508	31,508	31,508	31,508	222,872
City of Patterson		45,970	20,110		11,640		20,500	98,220	32,140	32,140	32,140	32,140	226,781
City of Waterford		18,663	8,164		4,726		8,500	40,053	13,226	13,226	13,226	13,226	92,955
City of Hughson		10,594	4,634		2,682		4,500	22,411	7,182	7,182	7,182	7,182	51,141
Stanislaus County Probation Department		40,652	17,783		10,294		27,500	96,229	37,794	37,794	37,794	37,794	247,403
District Attorney		-	-		-		-	-	-	-	-	-	-
Modesto Fire Department		195,450	85,499		49,490		13,341	343,779	62,830	62,830	62,830	62,830	595,101
Ceres Fire Department		19,218	8,407		4,866		2,529	35,019	7,395	7,395	7,395	7,395	64,600
Stanislaus Consolidated Fire Department		24,773	10,837		6,273		6,547	48,429	12,820	12,820	12,820	12,820	99,707
Oakdale Fire Department		14,956	6,542		3,787		2,600	27,885	6,387	6,387	6,387	6,387	53,433
Patterson Fire Department		12,806	5,602		3,243		4,400	26,050	7,643	7,643	7,643	7,643	56,620
Burbank Paradise Fire Department		-	-		-		-	-	-	-	-	-	-
Salida Fire Department		-	-		-		-	-	-	-	-	-	-
Oakdale Rural Fire Department		-	-		-		-	-	-	-	-	-	-
Hughson Fire Department		3,981	1,742		1,008		1,040	7,770	2,048	2,048	2,048	2,048	15,961
West Stanislaus Fire Department		-	-		-		-	-	-	-	-	-	-
Keyes Fire Department		-	-		-		-	-	-	-	-	-	-
Newman Fire Department		5,578	2,440		1,412		2,400	11,830	3,812	3,812	3,812	3,812	27,079
Turlock Rural Fire Department		-	-		-		-	-	-	-	-	-	-
Woodland Fire Department		-	-		-		-	-	-	-	-	-	-
Denair Fire Department		-	-		-		-	-	-	-	-	-	-
Westport Fire Department		-	-		-		-	-	-	-	-	-	-
Mountain View Fire Department		-	-		-		-	-	-	-	-	-	-
Fire Investigation Unit		-	-		-		800	800	800	800	800	800	4,000
OES-FW		85,187	37,265		21,570		21,944	165,966	43,514	43,514	43,514	43,514	340,023
Charges to Participating Agencies	\$	1,213,536	\$	530,860	\$	307,280	\$ 429,100	\$ 2,480,776	\$ 736,380	\$ 736,380	\$ 736,380	\$ 736,380	\$ 5,426,296

BT CHK

Footnotes

<sup>1</sup> Includes 1.7 FTE of Infrastructure Engineer II, professional services, and contingency costs estimated to implement

<sup>2</sup> Fire Investigation Unit and OES-FW include paid licenses for the department/unit based on current counts.

SR 911 - Central Square CAD Implementation Costs

Core CAD Cost Distribution (Central Square Costs)

Agency	FY 25 Final Budget	Percentage	One-Time	Year-1	Other Costs	Year 1 Total	Year 2	Year 3	Year 4	Year 5	Total Cost
Modesto Police Department	3,480,528	36.3%	\$ 439,944	\$ 111,398	\$ 192,453	\$ 743,795	\$ 111,398	\$ 111,398	\$ 111,398	\$ 111,398	\$ 1,189,389
Stanislaus County Sheriff - Unincorporated	1,980,327	20.6%	250,316	63,383	109,501	\$ 423,200	63,383	63,383	63,383	63,383	\$ 676,730
City of Riverbank	359,561	3.7%	45,449	11,508	19,882	\$ 76,839	11,508	11,508	11,508	11,508	\$ 122,872
City of Patterson	363,686	3.8%	45,970	11,640	20,110	\$ 77,720	11,640	11,640	11,640	11,640	\$ 124,281
City of Waterford	147,647	1.5%	18,663	4,726	8,164	\$ 31,553	4,726	4,726	4,726	4,726	\$ 50,455
City of Hughson	83,811	0.9%	10,594	2,682	4,634	\$ 17,911	2,682	2,682	2,682	2,682	\$ 28,641
Stanislaus County Probation Department	321,611	3.3%	40,652	10,294	17,783	\$ 68,729	10,294	10,294	10,294	10,294	\$ 109,903
Modesto Fire Department	1,546,261	16.1%	195,450	49,490	85,499	\$ 330,439	49,490	49,490	49,490	49,490	\$ 528,399
Ceres Fire Department	152,036	1.6%	19,218	4,866	8,407	\$ 32,490	4,866	4,866	4,866	4,866	\$ 51,955
Stanislaus Consolidated Fire Department	195,985	2.0%	24,773	6,273	10,837	\$ 41,882	6,273	6,273	6,273	6,273	\$ 66,973
Oakdale Fire Department	118,319	1.2%	14,956	3,787	6,542	\$ 25,285	3,787	3,787	3,787	3,787	\$ 40,433
Patterson Fire Department	101,309	1.1%	12,806	3,243	5,602	\$ 21,650	3,243	3,243	3,243	3,243	\$ 34,620
Burbank Paradise Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Salida Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Oakdale Rural Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Hughson Fire Department	31,497	0.3%	3,981	1,008	1,742	\$ 6,731	1,008	1,008	1,008	1,008	\$ 10,763
West Stanislaus Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Keyes Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Newman Fire Department	44,126	0.5%	5,578	1,412	2,440	\$ 9,430	1,412	1,412	1,412	1,412	\$ 15,079
Turlock Rural Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Woodland Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Denair Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Westport Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Mountain View Fire Department	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
OES-FW	673,940	7.0%	85,187	21,570	37,265	\$ 144,022	21,570	21,570	21,570	21,570	\$ 230,303
Charges to Participating Agencies	\$ 9,600,645	100.0%	\$ 1,213,536	\$ 307,280	\$ 530,860	\$ 2,051,676	\$ 307,280	\$ 307,280	\$ 307,280	\$ 307,280	\$ 3,280,796

err c/hk

OES - Fire Warden (County Subsidy) Detail - Central Square Costs

Agency	FY 25 Final Budget	Percentage	One-Time	Year-1	Other Costs <sup>1</sup>	Year 1 Total	Year 2	Year 3	Year 4	Year 5	Total Cost
Modesto Fire**	76,437	11.3%	9,662	2,446	4,226	\$ 16,335	2,446	2,446	2,446	2,446	\$ 26,120
Ceres Fire**	119,573	17.7%	15,114	3,827	6,612	\$ 25,553	3,827	3,827	3,827	3,827	\$ 40,861
Stanislaus Consolidated**	79,426	11.8%	10,040	2,542	4,392	\$ 16,973	2,542	2,542	2,542	2,542	\$ 27,142
Oakdale Fire	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Patterson Fire	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Burbank-Paradise Fire**	56,283	8.4%	7,114	1,801	3,112	\$ 12,028	1,801	1,801	1,801	1,801	\$ 19,233
Salida Fire**	63,137	9.4%	7,981	2,021	3,491	\$ 13,492	2,021	2,021	2,021	2,021	\$ 21,576
Oakdale Rural Fire**	54,782	8.1%	6,925	1,753	3,029	\$ 11,707	1,753	1,753	1,753	1,753	\$ 18,720
Hughson Fire**	16,982	2.5%	2,147	544	939	\$ 3,629	544	544	544	544	\$ 5,803
West Stanislaus Fire**	54,582	8.1%	6,899	1,747	3,018	\$ 11,664	1,747	1,747	1,747	1,747	\$ 18,652
Keyes Fire**	44,876	6.7%	5,672	1,436	2,481	\$ 9,590	1,436	1,436	1,436	1,436	\$ 15,335
Newman Fire	-	0.0%	-	-	-	\$ -	-	-	-	-	\$ -
Turlock Rural **	24,214	3.6%	3,061	775	1,339	\$ 5,175	775	775	775	775	\$ 8,275
Woodland Fire**	29,117	4.3%	3,680	932	1,610	\$ 6,222	932	932	932	932	\$ 9,950
Denair Fire**	29,117	4.3%	3,680	932	1,610	\$ 6,222	932	932	932	932	\$ 9,950
Westport Fire**	14,108	2.1%	1,783	452	780	\$ 3,015	452	452	452	452	\$ 4,821
Mtn View Fire**	11,307	1.7%	1,429	362	625	\$ 2,416	362	362	362	362	\$ 3,864
Charges to Participating Agencies	\$ 673,940	100.0%	\$ 85,187	\$ 21,570	\$ 37,265	\$ 144,022	\$ 21,570	\$ 21,570	\$ 21,570	\$ 21,570	\$ 230,303

err c/hk

Footnotes

<sup>1</sup> Includes 1.7 FTE of Infrastructure Engineer II, professional services, and contingency costs estimated to implement

SR 911 - Central Square CAD Implementation Costs

Central Square CAD Agency Licenses and Costs

Agency	Law-Mobile W/Mapping	Fire Mobile W/Mapping	Workstation/ Mapping	Handheld W/O Mapping	Axon				ICJIS	Total Licenses	Total Cost	County Subsidy	Agency Allocation
					LPR Interface	RMS Interface	Evidence Integration						
Modesto Police Department	120	-	5	20	1	1	1	148	\$ 102,700	\$ -	\$ 102,700	-	\$ 102,700
Stanislaus County Sheriff - Unincorporated	221	-	14	-	1			237	189,800			-	189,800
City of Riverbank	40	-	-	-				40	20,000			-	20,000
City of Patterson	41	-	-	-				41	20,500			-	20,500
City of Waterford	17	-	-	-				17	8,500			-	8,500
City of Hughson	9	-	-	-				9	4,500			-	4,500
Stanislaus County Probation Department	55	-	-	-				55	27,500			-	27,500
District Attorney	-							-	-			-	-
Modesto Fire Department	-	25	-	20				45	14,000			659	13,341
Ceres Fire Department	-	6	-	5				11	3,400			871	2,529
Stanislaus Consolidated Fire Department	-	23	-	-				23	9,200			2,653	6,547
Oakdale Fire Department	-	4	-	5				9	2,600			-	2,600
Patterson Fire Department	-	11	-	-				11	4,400			-	4,400
Burbank Paradise Fire Department	-	5	-	-				5	2,000			2,000	-
Salida Fire Department	-	3	-	2				5	1,600			1,600	-
Oakdale Rural Fire Department	-	3	-	4				7	2,000			2,000	-
Hughson Fire Department	-	4	-	-				4	1,600			560	1,040
West Stanislaus Fire Department	-	-	-	-				-	-			-	-
Keyes Fire Department	-	4	-	-				4	1,600			1,600	-
Newman Fire Department	-	6	-	-				6	2,400			-	2,400
Turlock Rural Fire Department	-	4	-	-				4	1,600			1,600	-
Woodland Fire Department	-	-	-	-				-	-			-	-
Denair Fire Department	-	6	-	-				6	2,400			2,400	-
Westport Fire Department	-	2	-	-				2	800			800	-
Mountain View Fire Department	-	3	-	-				3	1,200			1,200	-
Fire Investigation Unit	-	2	-	-		-	-	2	800			-	800
OES-FW	-	10	-	-		-	-	10	4,000			4,000	-
Total	503	121	19	56	2	1	1	704	\$ 429,100	\$ 21,944	\$ 407,156	err chk	407,156



The professional connection between the community and public safety.

Kasey Young, Interim Executive Director

Vote Required: ☒ Yes ☐ No

**AGENDA DATE:** April 24, 2024

**SUBJECT:** Update on the Stanislaus Regional 9-1-1 Computer Aided Dispatch (CAD) System and Possible Direction Regarding Replacement of SR911 Computer Aided Dispatch System.

## **DISCUSSION:**

### **Background**

In October of 2022, Stanislaus Regional 9-1-1 (SR911) received a letter from Central Square Technologies that the Dispatch Now CAD system was scheduled to be retired on November 1, 2023. Beginning November 1, 2022, Central Square would only support critical system functionality. After November 1, 2023, no support would be provided for the Dispatch Now CAD product. SR911 and other U.S.-based users of Dispatch Now expressed concern over the timing of this notice, and thus, Central Square rescinded the letter and stated they would continue to provide support for an extended time.

### **Current Situation**

The current Dispatch Now product is two software versions behind, and there is no option to update it. The technology is antiquated, and the potential for system failure exists. SR911 is unable to support the functionality that other CAD systems have today. These services include live streaming video, picture, and file sharing, advanced geographical information (GIS) data sharing, cloud-based data sharing, connection to new third-party applications, and advanced database query. Options for future growth are limited and, in some cases, impossible. The level of service to the community and first responders is negatively impacted due to outdated technology and lack of functionality. For these reasons, SR911 needed to expedite the timeline for a replacement CAD product to support a large multi-discipline, multi-agency dispatch center and all the JPA partners.

On November 3, 2023, Kasey Young, Interim Director of SR911, sent the following update on the Dispatch Now CAD system, reinforcing the need to select a new CAD system immediately.

1. SR911 is unable to add more CAD terminals.
2. SR911 is unable to add more mobile terminals.
3. Reports are not working correctly due to an update needed for an agency change request.

4. Most modern applications are unable to be connected due to the old architecture of the current system.
5. The CAD system is currently running on unsupported hardware.
6. The CAD system is running on an unsupported Windows Operating System.
7. The CAD system is not currently replicated off-site.
8. Dispatch CAD workstations are locking up and require rebooting twice a day. The PD01 workstation station has been replaced to minimize lockups.
9. SR911 is unable to use Google Maps with the current CAD system.
10. Units are locking up periodically, requiring the dispatcher to employ workarounds while attempting to free locked units.

### **Next Steps**

SR911 began evaluating CAD systems to meet the dispatch centers and partners' needs. Several vendors were considered, including Mark 43, Motorola Solutions, Sunridge Systems (RIMS), EMERES, Oracle America Inc., and Central Square Technologies.

### **Mark 43**

Mark 43 was not able to provide all the features needed to support a multi-discipline, multi-agency dispatch center. One of the most critical features, which was not offered, is the ability to dispatch units based on their AVL (automatic vehicle location) and closest unit recommendations. This would cause dispatch to run static recommendations instead of sending the closest, most appropriate unit to the call, providing no improvement in service from the current CAD capabilities.

### **Motorola Solutions**

Motorola Solutions declined to demonstrate its Premier One product and wanted to present a lower-level product with fewer features and capabilities. This product would not meet the needs of SR911 and its partners.

### **Sunridge Systems**

Sunridge Systems (RIMS) is single agency CAD system and, therefore, would not meet the needs of SR911 and its partners. Other agencies that use the RIMS product confirmed they were unable to use the CAD system for multi-agency dispatching and had to do manual dispatching. This reinforced the RIMS product as not being a viable solution.

The options were narrowed down to three vendors: Oracle America Inc., EMERES, and Central Square Technologies.

All JPA partners were invited to attend demonstrations and provide feedback. EMERES provided demonstrations on 9/13/23 and 2/15/24. They also held discussions with partners on 12/12/23. Oracle America Inc. held demonstrations on 9/20/22, 1/26/23, and 12/20/23. Central Square Technologies held demonstrations on 2/7/23, 4/27/23, 8/2/23, 12/14/23, and 2/13/24.

### **Oracle America Inc.**

In November 2021, the Stanislaus County Sheriff's Office began working with Oracle America Inc. to develop a public safety suite. Since then, the Sheriff's Office and Stanislaus Regional 911 have spent hundreds of research and design hours assisting in

the development of an Oracle public safety suite, which would include an RMS (record management system), JMS (jail management system), and a CAD system.

Oracle's public safety suite has some features that are consistent with other CAD applications available today, but not all features are available as they are still in development. Oracle CAD is live with a school district in Texas and recently went live with a small dispatch agency in Archuleta, Colorado, which has a total population of 12,244 and an annual call volume of 24,000. For comparison, SR911 handles 24,000 calls in about a two-week period and 550,000-600,000 calls annually. At this time, Oracle does not have a fully functional CAD that can support a large, multi-discipline, multi-agency dispatch center. There is no EMS module, and it does not have the ability to support IAED dispatch protocols necessary for EMD (emergency medical dispatch), EPD (emergency police dispatch), and EFD (emergency fire dispatch) triage systems. The current application still needs further configuration and testing. Therefore, Oracle America Inc. is not recommended.

### EMERES

EMERES is a Canadian-based company made up of employees from the original Dispatch Now CAD product that SR911 uses today. EMERES is preparing to deploy a new CAD product called Cirrus. During the demonstrations, EMERES stated that their new Cirrus product was not ready for US deployment. Development and testing of the CAD still needs to take place. Their goal is to be ready to deploy by the end of 2024. They stated they would not want to go live with an agency the size of SR911 initially. Their goal would be to go live and test with a smaller agency first. With a system in development and untested and no true time frame available, EMERES is not recommended.

### Central Square Technologies

Central Square Technologies Enterprise CAD stands out above the rest with a complete public safety and justice suite offering solutions from CAD to RMS and JMS and public administration. The Enterprise CAD system is currently used in the U.S.; no development would be required. All features of the CAD system are tested before deployment, and each agency can choose which features they want to turn on and use. Any new features or upgrades that are developed are included in the contract for the CAD. Central Square gives a timeline of 12-15 months for implementation, but the timeline can be shortened if more staff time is dedicated. The Central Square CAD system provides advanced features that can support next-generation technology that our current system does not support today. It can support large, multi-discipline, multi-agency dispatch centers. There are agencies within Stanislaus County and in adjacent counties that are using Central Square today. The City of Turlock and Valley Regional Emergency Communications Center (AMR) use Central Square. San Joaquin County Sheriff's Office, Stockton PD, and Stockton Fire are all Central Square customers. If SR911 were to select a Central Square CAD, it would allow for state-of-the-art CAD-to-CAD interfaces and streamline interoperability in-county and with adjacent county agencies. Interfaces would immediately exist and there would be an expedited implementation schedule with this platform.

As a result of this comprehensive evaluation, it became obvious Central Square Technologies would be the best fit for interoperability, implementation, and configuration. Therefore, the Central Square product is recommended as the replacement CAD System. Central Square offers the technology SR911, and partners require and continuously develops its products to stay up-to-date with current standards and ahead of emerging

technologies. The future success of SR911 and its partners hinges on advanced technology and interoperability.

**Purchasing**

A cooperative purchasing agreement has been identified by City of Modesto staff to procure the Central Square Technologies CAD system. The City Attorney and County Counsel agrees there are options available to SR911 to obtain the CAD system through the identified cooperative purchasing agreement. Should the Commission provide direction to SR911 staff to further pursue the Central Square CAD system, staff will work with leadership from City of Modesto and Stanislaus County to evaluate specific options for contracting these services and will return to the Commission for consideration and approval.

---

**FISCAL IMPACT:**

There is no fiscal impact at this time.

---

**RECOMMENDATION:**

Commission to provide direction to SR911 Staff regarding a replacement CAD system.

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 9-1-1, (209) 552-3903

---

**ATTACHMENTS:** None



The professional connection between the community and public safety.

Kasey Young, Interim Executive Director

Vote Required: ☐ Yes ☒ No

**AGENDA DATE:** June 26, 2024

---

**SUBJECT:** Executive Director Report

---

**DISCUSSION:**

Stanislaus Regional 9-1-1 (SR911) Operations Reports highlight operational statistics each month. The attached monthly statistics report represents the period of May 1 – May 31, 2024.

As of June 21, 2024, SR911 Dispatch Operations has two (2) Emergency Dispatcher I/II vacancies and three (3) Emergency Dispatcher III vacancies, resulting in a total of 27 Emergency Dispatchers and 13 Call Takers. A total of 40 of 45 allocations filled.

---

**FISCAL IMPACT:**

None.

---

**RECOMMENDATION:**

Monthly Operations and Staffing Reports Update

---

**CONTACT PERSON:** Kasey Young, Interim Executive Director  
Stanislaus Regional 911, (209) 552-3903

---

**ATTACHMENTS:** A-1: Dispatcher Staff Report (1 page)  
A-2: Monthly Operations Report May 2024 (12 pages)



**Stanislaus Regional 9-1-1**  
**Current Dispatch Staff**  
**As of May 31, 2024**

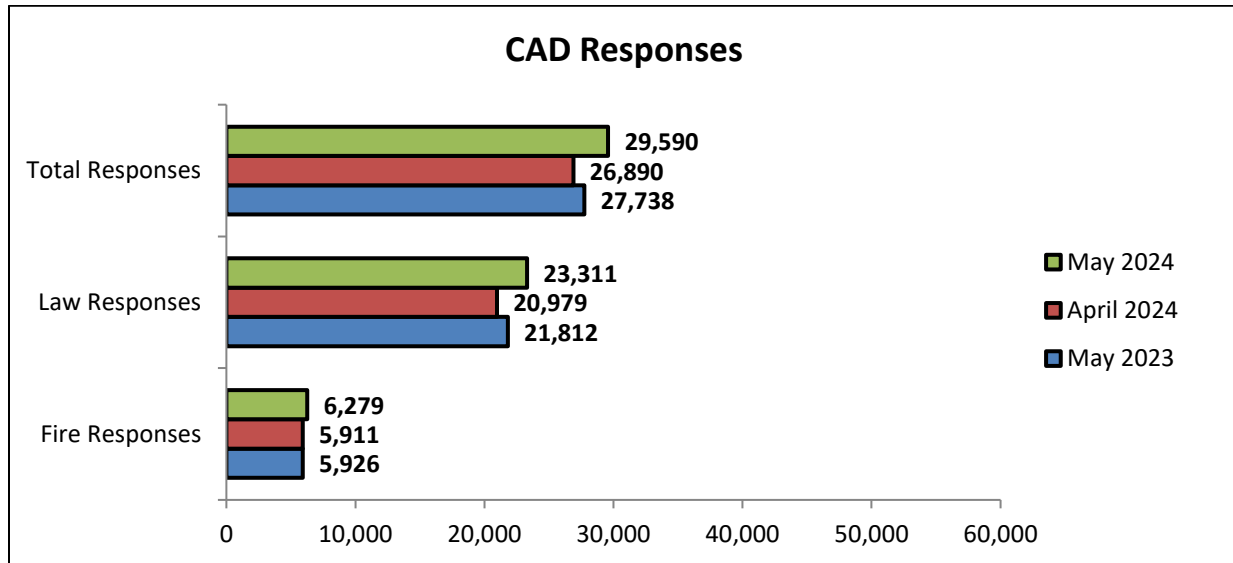
Position	Years of Service	Notes
Emergency Dispatcher	23.3	
Emergency Dispatcher Supervisor	10.9	0.3 yrs in new position
Emergency Dispatcher	8.7	
Emergency Dispatcher	7.5	
Emergency Dispatcher	7.1	
Emergency Dispatcher	7.1	
Emergency Dispatcher Supervisor	4.5	0.0 yrs in new position
Emergency Dispatcher Supervisor	4.2	0.3 yrs in new position
Emergency Dispatcher	4.1	
Emergency Dispatcher	2.6	
Emergency Dispatcher	2.1	
Emergency Dispatcher	1.9	
Emergency Dispatcher Supervisor	1.9	0.3 yrs in new position
Emergency Dispatcher	1.6	
Emergency Dispatcher	1.5	LOA
Emergency Dispatcher	1.4	
Emergency Dispatcher	1.4	
Emergency Dispatcher	1.3	
Emergency Dispatcher	1.0	
Emergency Dispatcher	0.8	
Emergency Dispatcher	0.4	
Emergency Dispatcher	0.4	
Emergency Dispatcher	0.4	
Emergency Dispatcher	0.3	
Emergency Dispatcher	0.1	
Emergency Dispatcher	0.0	Training
Emergency Dispatcher	0.0	Conditional Offer
Emergency Dispatcher	0.0	Vacant
Emergency Dispatcher	0.0	Vacant
Emergency Dispatcher III	0.0	Vacant
Emergency Dispatcher III	0.0	Vacant
Emergency Dispatcher III	0.0	Vacant
Emergency Call-Taker	19.6	
Emergency Call-Taker	2.6	
Emergency Call-Taker	1.2	
Emergency Call-Taker	0.5	
Emergency Call-Taker	0.4	Training
Emergency Call-Taker	0.4	Training
Emergency Call-Taker	0.4	Training
Emergency Call-Taker	0.4	Training
Emergency Call-Taker	0.0	Training
Emergency Call-Taker	0.1	Training
Emergency Call-Taker	0.0	Training
Emergency Call-Taker	0.0	Training
Emergency Call-Taker	0.0	Backgrounds

Occupied Position Summary	
Emergency Dispatcher	27 out of 32 Positions
Deployable Dispatchers	24 out of 32 Positions
Emergency Call-Taker	13 out of 13 Positions
Deployable Call-Taker	4 out of 13 Positions

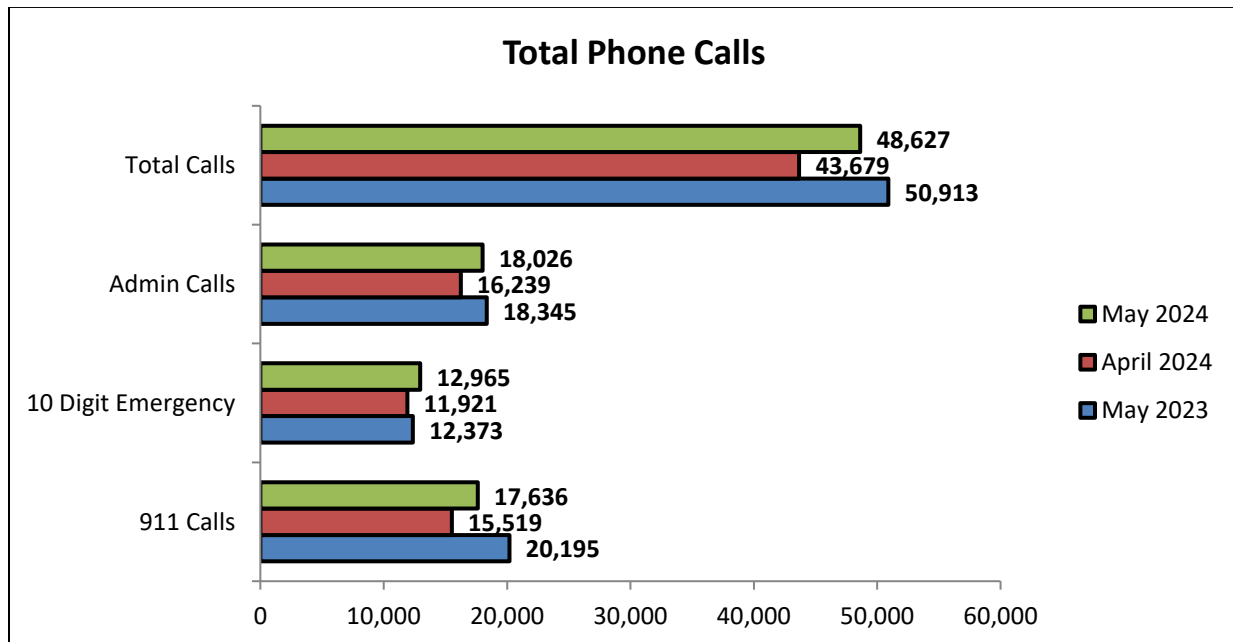


## MONTHLY REPORT MAY 2024

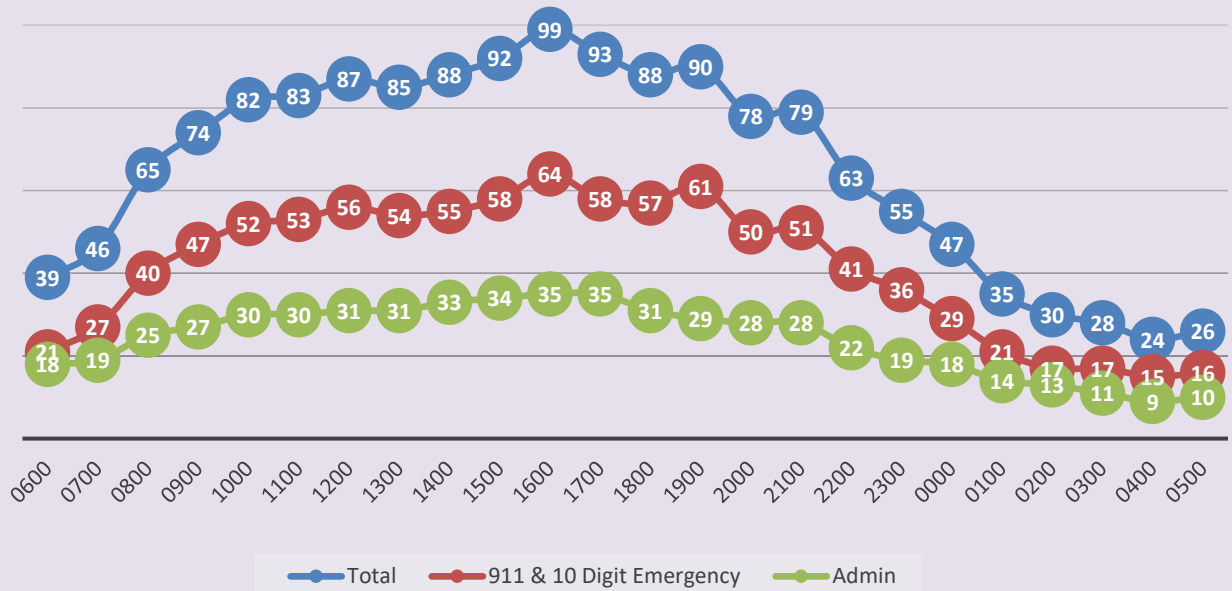
**Number of CAD Responses: 29,590 (Law: 23,311/Fire: 6,279)**



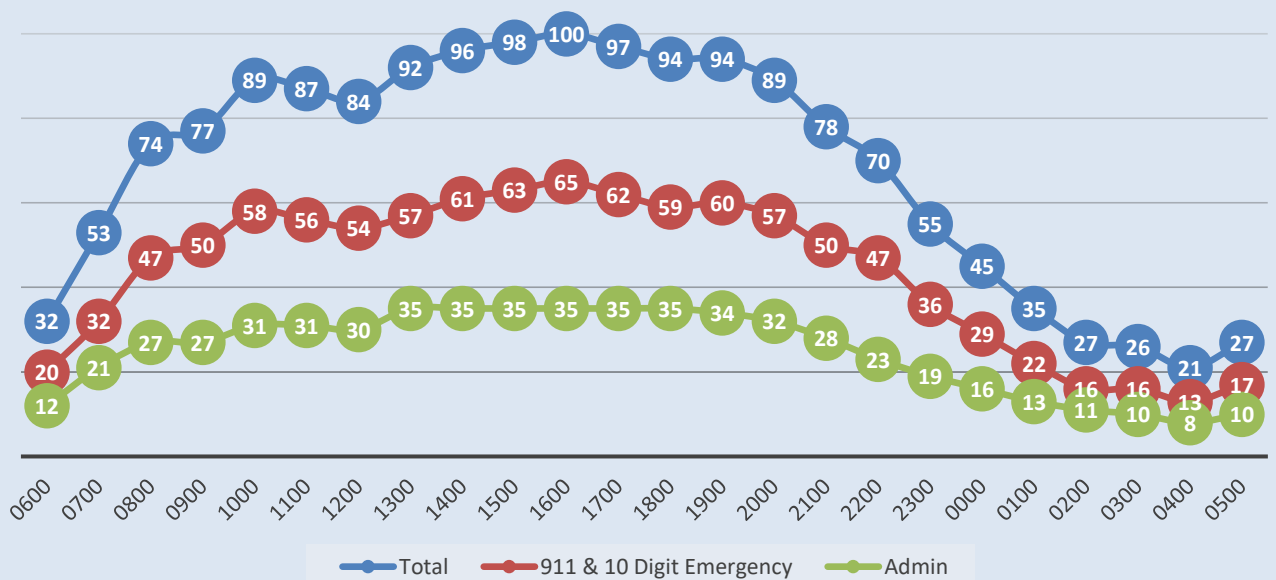
**Number of Phone Calls: 48,627 (911: 17,636/10 Digit Emer: 12,965/Admin: 18,026)**

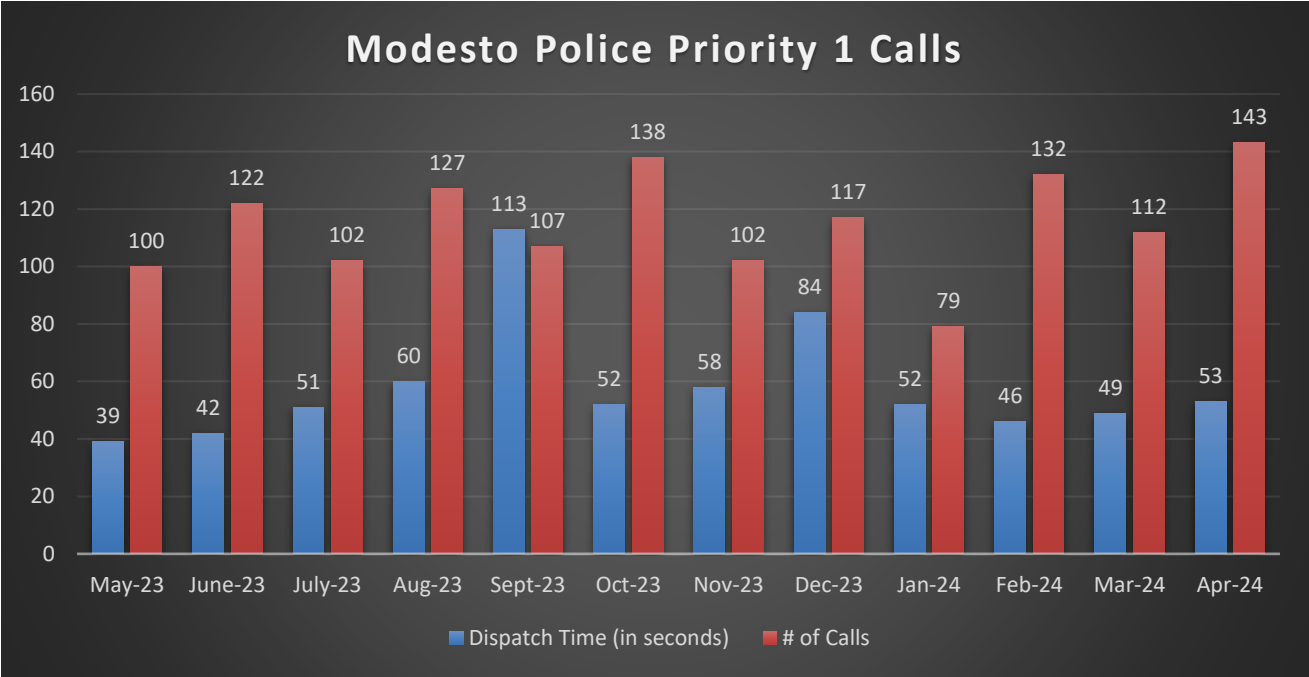
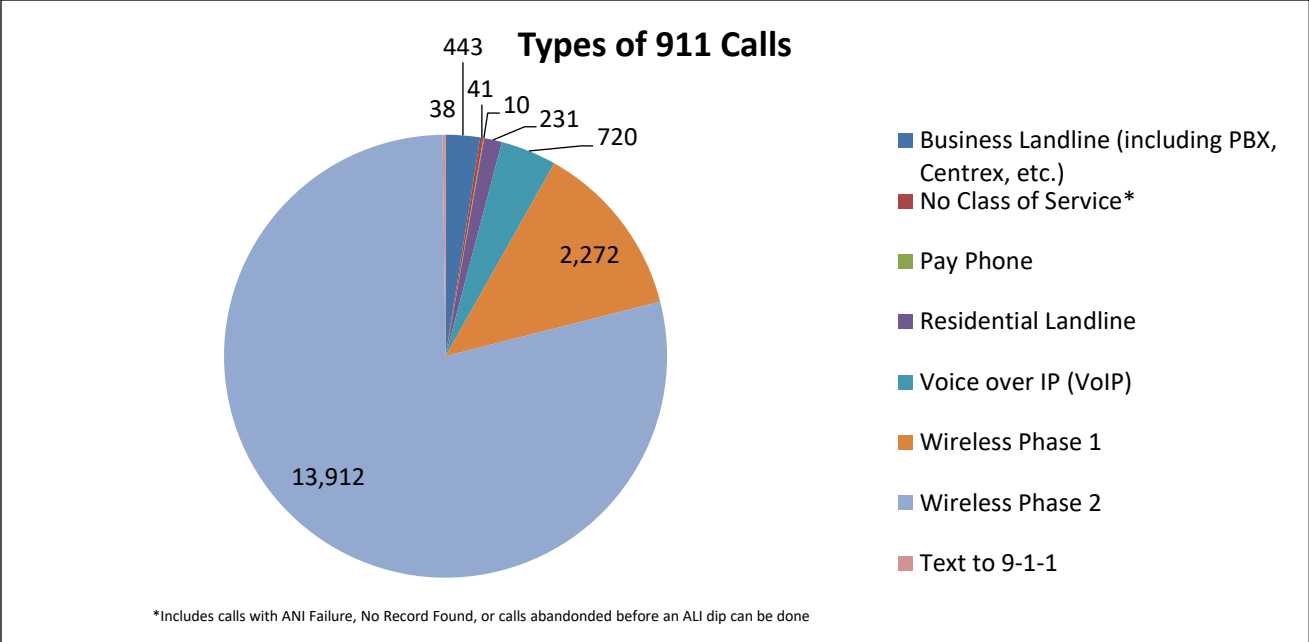


## May 2024 Average Calls per Hour



## May 2023 Average Calls per Hour



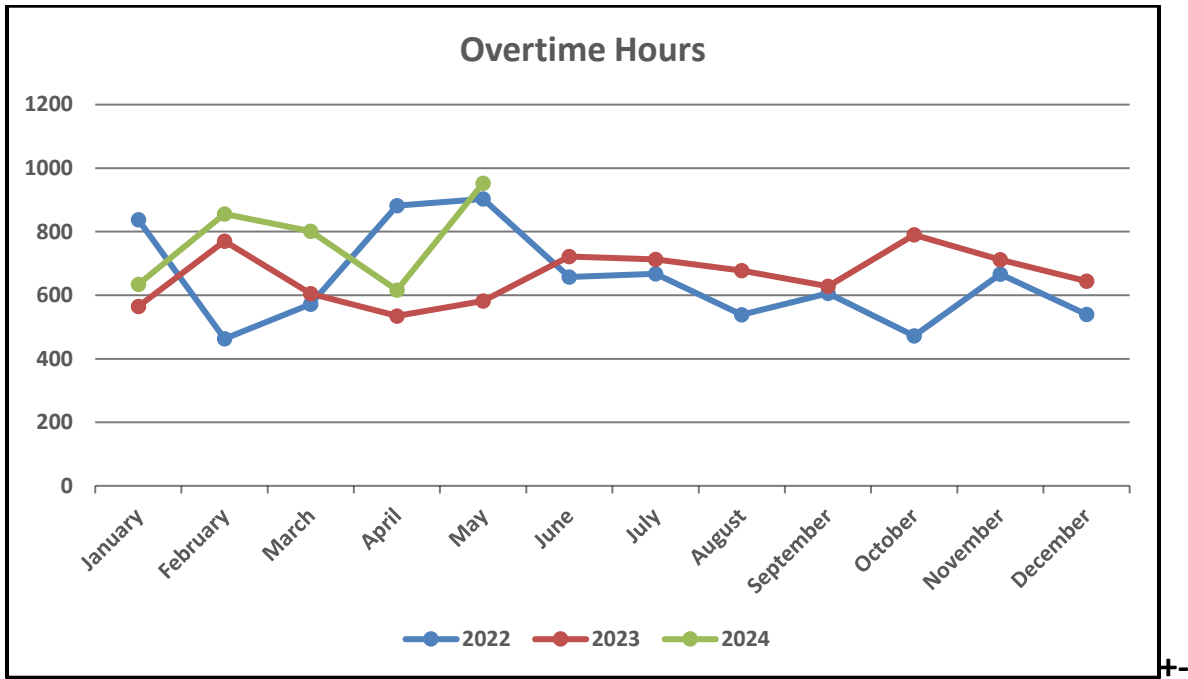


**Average Fire dispatch times:**

	All Calls	EMS Calls
Rural	00:00:33	00:00:39
MST	00:00:42	00:00:43

*MST: Modesto, Stanislaus Consolidated, Turlock*

## Dispatch Operations Overtime Hours



	2023	2024			
	Total Hours	Voluntary*	Mandatory	Total Hours	MOU Time**
January	565	286	348	634	523
February	770	268	588	856	799
March	605	307	494	801	629
April	535	225	391	616	637
May	582	357	596	953	718
June	722				
July	713				
August	678				
September	628				
October	790				
November	712				
December	644				
Totals	7,944	1,443	2,417	3,860	3,306

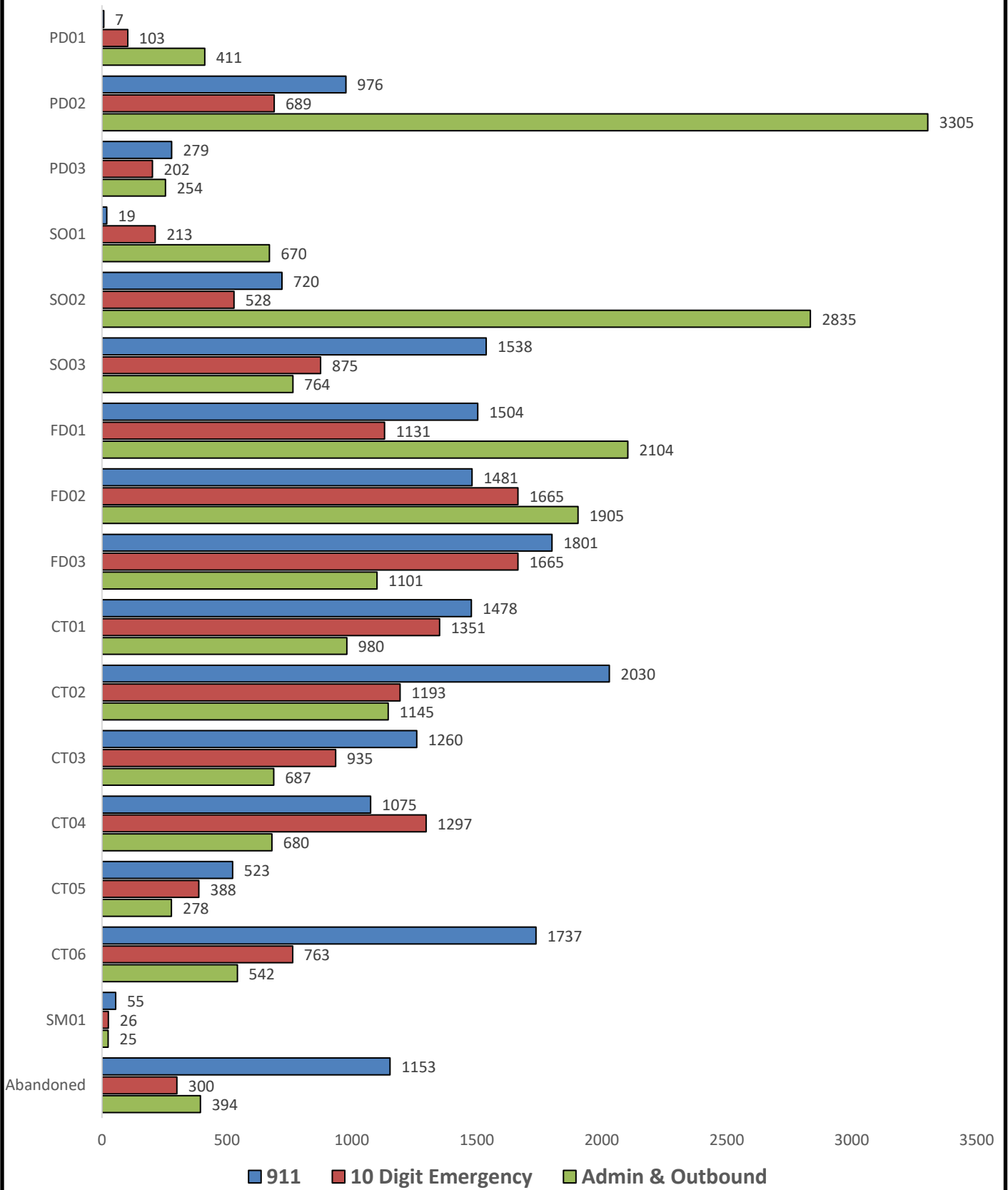
\*Voluntary hours include compensation for missed lunch breaks during regular and overtime shifts.

\*\*MOU time encompasses additional straight time, typically on-call pay, as outlined in the SREDA MOU.  
This category is not included in the total overtime hours calculations.

<div> <div>Work Distribution</div> <div>May 2024</div> </div>				
	<i>Phone Calls</i>	<i>Phone Interactions</i>	<i>Radio Interactions</i>	<i>Total Interactions</i>
<i>FD01</i>	4,733	5,875		
<i>FD02</i>	4,630	7,493		
<i>FD03***</i>	4,558	5,359		
<b><i>FIRE PHONE LINE TOTAL</i></b>				<b>18,727</b>
<i>DISPATCH</i>			5,037	
<i>COMMAND 2</i>			6,288	
<i>COMMAND 3</i>			160	
<i>COMMAND 4</i>			5,388	
<i>COMMAND 5</i>			0	
<b><i>FIRE RADIO TRANSMISSIONS TOTAL</i></b>				<b>16,873</b>
<b><i>TOTAL FIRE PHONE LINE/RADIO TRANSMISSIONS</i></b>				<b>35,600</b>
<i>PD01</i>	521	581	14,581	
<i>PD02</i>	4,962	5,416	9,614	
<i>PD03</i>	731	803	523	
<b><i>MPD PHONE LINE/RADIO TRANSMISSIONS TOTAL</i></b>				<b>31,518</b>
<i>SO01</i>	901	974	12,041	
<i>SO02</i>	4,078	4,415	10,528	
<b><i>SHERIFF PHONE LINE/RADIO TRANSMISSION TOTAL</i></b>				<b>27,958</b>
<i>CALL TAKERS</i>	22,258	29,113		
<i>911 ABANDONED</i>	1,255			
<b><i>TOTALS</i></b>	<b>48,627</b>	<b>60,029</b>	<b>64,160</b>	<b>124,189</b>

- The data reflects the total number of individual interactions by way of either picking up a phone line (either when it rings initially and/or from a hold status) or transmitting/monitoring a radio transmission.
- Data for radio transmission count is by frequency.
- FD03 and PD03 are utilized for lunch break relief and training and may include transmission for any radio frequencies.

## Phone Calls per Station



Call Summary							
		Jan 2024	Feb 2024	March 2024	April 2024	May 2024	Total
911	Inbound	14,270	13,604	14,499	14,345	16,381	73,099
	Abandoned	1,213	1,035	1,270	1,174	1,255	5,947
	Abandoned %	7.83%	7.07%	8.05%	7.56%	7.12%	7.52%
	NSI %	7.47%	5.94%	5.92%	5.72%	5.70%	6.14%
	Unparsed	0	0	0	0	0	0
	Total	15,483	14,639	15,769	15,519	17,636	79,046
911 Non-NSI	Inbound	13,358	12,873	13,723	13,602	15,532	69,088
	Abandoned	969	896	1,113	1,029	1,098	5,105
	Abandoned %	6.76%	6.51%	7.50%	7.03%	6.60%	6.88%
	Total	14,327	13,769	14,836	14,631	16,630	74,193
911 NSI	Inbound	912	731	776	743	849	4,011
	Abandoned	244	139	157	145	157	842
	Abandoned %	21.11%	15.98%	16.83%	16.33%	15.61%	17.35%
	Total	1,156	870	933	888	1,006	4,853
10-Digit Emerg	Inbound	9,711	10,480	10,967	11,715	12,611	55,484
	Abandoned	87	107	116	165	300	775
	Outbound	50	40	43	41	54	228
	Unparsed	0	0	0	0	0	0
	Total	9,848	10,627	11,126	11,921	12,965	56,487
Administrative	Inbound	6,051	5,173	5,573	5,650	6,108	28,555
	Abandoned	27	23	17	21	32	120
	Outbound	10,070	9,757	10,526	10,568	11,886	52,807
	Unparsed	0	0	0	0	0	0
	Total	16,148	14,953	16,116	16,239	18,026	81,482
	Avg Call Duration	97.3	108.0	105.1	105.8	104.5	104.2
	Total	41,479	40,219	43,011	43,679	48,627	217,015

**NSI (Non-service-initialized):** Commonly known as “911 only phones”, these are callers who cannot be called back should their line disconnect.



# PSAP Answer Time

Stanislaus Regional 9-1-1

3705 Oakdale Road

Modesto, CA 95357

County: Stanislaus

Month - Year:

May 2024

Agency Affiliation

Consolidated Multi-Affiliate

PSAP Size

Extra Large

Report Date: 06/12/2024 14:54:57

Report Date From: 05/01/2024

Report Date To: 05/31/2024

Period Group: Month

Time Group: 60 Minute

Time Block: 00:00 - 23:59

Days Of Week: All

Call Type: All

Abandoned Filters: Include Abandoned

Agency Affiliation: All

PSAP Size: All

Include: Voice Calls

The PSAP Answer Time Report is representative of the caller's answer time experience. Seizure-to-Answer Time is measured from the time of call seizure to the time of agent answer. Times shown include Setup, and may include Queue Seconds and/or Ring Seconds depending on PSAP configuration.

Call Hour	Answer Times In Seconds							Total	Avg. Duration	% Answered			
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+			≤ 10 Secs	≤ 15 Secs	≤ 20 Secs	≤ 40 Secs
00:00	887	75	32	49	6	3	0	1,052	119.3	84.32%	91.44%	94.49%	99.14%
01:00	720	23	6	12	3	0	0	764	110.5	94.24%	97.25%	98.04%	99.61%
02:00	644	10	3	3	0	1	0	661	111.5	97.43%	98.94%	99.39%	99.85%
03:00	577	15	4	2	0	0	0	598	108.1	96.49%	99.00%	99.67%	100.00%
04:00	554	7	3	7	1	1	0	573	107.4	96.68%	97.91%	98.43%	99.65%
05:00	557	18	11	11	2	3	0	602	108.5	92.52%	95.51%	97.34%	99.17%
06:00	815	35	13	15	4	0	0	882	88.9	92.40%	96.37%	97.85%	99.55%
07:00	1,078	33	6	6	0	0	0	1,123	98.9	95.99%	98.93%	99.47%	100.00%
08:00	1,479	62	19	20	1	0	0	1,581	116.8	93.55%	97.47%	98.67%	99.94%
09:00	1,585	94	38	39	5	0	0	1,761	125.8	90.01%	95.34%	97.50%	99.72%
10:00	1,735	110	48	51	7	2	0	1,953	124.1	88.84%	94.47%	96.93%	99.54%
11:00	1,683	141	56	71	15	4	0	1,970	131.1	85.43%	92.59%	95.43%	99.04%
12:00	1,784	141	57	67	10	4	0	2,063	124.1	86.48%	93.31%	96.07%	99.32%
13:00	1,680	160	73	94	22	5	1	2,035	132.1	82.56%	90.42%	94.00%	98.62%
14:00	1,740	138	73	83	14	1	0	2,049	128.7	84.92%	91.65%	95.22%	99.27%
15:00	1,814	148	67	83	15	10	0	2,137	123.2	84.89%	91.81%	94.95%	98.83%
16:00	1,889	196	90	104	24	7	2	2,312	134.7	81.70%	90.18%	94.07%	98.57%
17:00	1,645	209	121	155	49	22	1	2,202	132.3	74.70%	84.20%	89.69%	96.73%
18:00	1,661	168	75	119	27	16	0	2,066	127.8	80.40%	88.53%	92.16%	97.92%
19:00	1,628	105	46	63	20	13	0	1,875	116.1	86.83%	92.43%	94.88%	98.24%
20:00	1,553	132	47	87	15	5	0	1,839	120.6	84.45%	91.63%	94.18%	98.91%
21:00	1,523	86	65	107	25	9	0	1,815	118.8	83.91%	88.65%	92.23%	98.13%
22:00	1,271	76	54	56	7	11	0	1,475	125.2	86.17%	91.32%	94.98%	98.78%
23:00	1,172	57	32	31	6	1	0	1,299	114.4	90.22%	94.61%	97.07%	99.46%
<b>Total:</b>	<b>31,674</b>	<b>2,239</b>	<b>1,039</b>	<b>1,335</b>	<b>278</b>	<b>118</b>	<b>4</b>	<b>36,687</b>	<b>122.1</b>	<b>86.34%</b>	<b>92.44%</b>	<b>95.27%</b>	<b>98.91%</b>
<b>Overall %:</b>	<b>86.34%</b>	<b>6.10%</b>	<b>2.83%</b>	<b>3.64%</b>	<b>0.76%</b>	<b>0.32%</b>	<b>0.01%</b>						

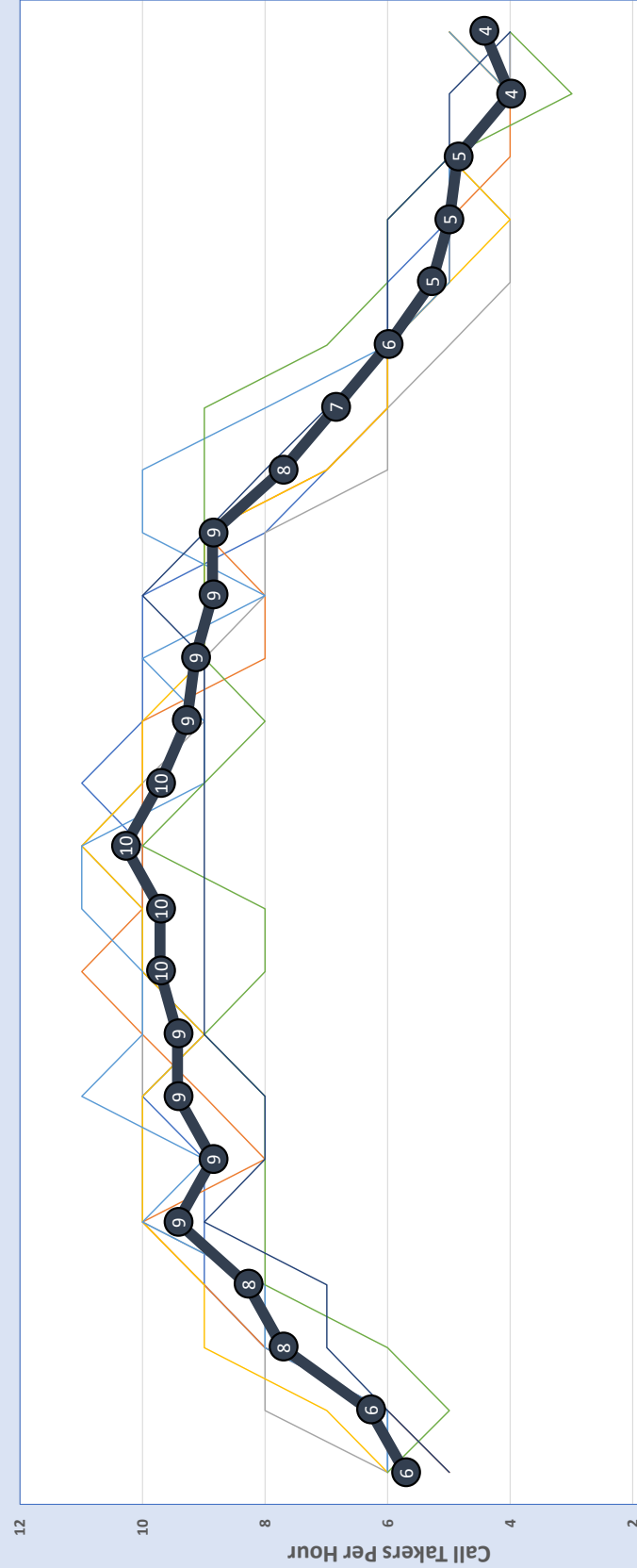
### Text to 9-1-1

January	51
February	45
March	46
April	12
May	38
June	
July	
August	
September	
October	
November	
December	
Total	154

### Trunk Line Utilization

Agency	April 2024	May 2024
Modesto Police Department	8,485	9,420
Sheriff's Department	4,151	4,655
Contract Cities	436	420
Fire Agencies	1,101	1,153
Valley Com	3,960	4,149
911	15,519	17,629
Misc. Agency Inbound	2,394	2,561
Outbound	7,633	8,629
<b>Total</b>	<b>43,679</b>	<b>48,616*</b>

\*There is currently an error in the analytics software used to pull this report. The report shows 11 fewer calls for the month. A support ticket has been submitted with the vendor.



### Stanislaus Regional 911

Start Date: 07/01/2024

End Date: 07/31/2024

Abandoned: Included

Outbound: Included

Text Data: Included

Service Level Goal: 90%

Answer Time Goal: 15 Sec

Wrap Up/Rest: 120 Sec

Growth: 0%

