

CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION AGENDA

May 28, 2025

REGULAR MEETING 3:00 p.m.

City-County Administration Building 1010 10th Street, Board Chambers-Basement Level Modesto, CA 95354 <u>www.sr911.org/consolidated.shtm</u>

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.

- 1.0 Pledge of Allegiance
- 2.0 Public Comment Period
- 3.0 Consent Calendar
 - 3.1 Approve Minutes of October 23, 2024, Meeting
 - 3.2 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
 - 3.3 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Professional Services Agreement with CORE Psychological Corporation for Psychological Screening Services in an Annual Amount Not to Exceed \$9,000
 - 3.4 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
 - 3.5 Authorizing 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
 - 3.6 Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Avtec, Inc. for the Radio Console System in an Amount Not to Exceed \$60,326.25
 - 3.7 Approve the 2025 Bi-Annual Meeting Date for the Consolidated Emergency Dispatch Agency Commission
- 4.0 Regular Agenda
 - 4.1 Conduct the Annual Appointment of President, Vice President, and Secretary to the Consolidated Emergency Dispatch Agency Commission Effective June 1, 2025
 - 4.2 Consider the Approval of the Stanislaus Regional 9-1-1 Fiscal Year 2025/2026 Final Budget and Related Actions

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- 5.0 Informational
 - 5.1 Executive Director Report
- 6.0 Commissioner Report
- 7.0 Correspondence
- 8.0 Adjournment

Commission Board



Buck Condit, Board of Supervisor, District 1 Sue Zwahlen, City of Modesto Mayor 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

<u>MINUTES</u>

October 23, 2024

Regular Meeting Minutes 1:00 p.m.

Stanislaus Regional 9-1-1 3705 Oakdale Rd, Training Room Modesto, CA 95357 www.sr911.org/consolidated.shtm

Commission Members Present: Stanislaus County Board of Supervisor/President, Buck Condit; City of Modesto Mayor, Sue Zwahlen; Stanislaus County Board of Supervisor, Mani Grewal; City of Modesto Councilmember/Vice-President, Nick Bavaro (arrived at Item 4.1)

Meeting called to order at 1:00 pm by President Buck Condit.

- 1.0 Pledge of Allegiance to the Flag
- 2.0 Public Comment Period

None

- 3.0 Consent Calander
 - 3.1 Approve Minutes of July 17, 2024, Meeting

Motion to Approve the June 26, 2024, Meeting Minutes made by Commissioner Grewal, seconded by Commissioner Zwahlen, Approved 3-0.

3.2 Accept the Year End Budget Accounting for Fiscal Year 2023-2024

Motion to Accept the Year End Budgeting Account for Fiscal Year 2023/2024 made by Commissioner Grewal, seconded by Commissioner Condit, Approved 3-0.

Consolidated Emergency Dispatch Agency Commission Regular Meeting Minutes- October 23, 2024 Page 2 of 3

4.0 Regular Agenda

4.1 Consider Approval of the GovWorx CommsCoach AI Quality Assurance and Transcription Software Subscription Purchase

Stanislaus Regional 9-1-1 (SR911) Executive Director Kasey Young (Young) shared that SR911 has the opportunity to pilot CommsCoach, an AI-powered audio quality assurance and transcription software developed by Govworx. Young explained how the GovWork CommsCoach works and how it will help with training and quality assurance.

Public Comment: Scotty Douglass, Deputy City Manager, City of Modesto commented that he used to do this type of work in the past and agreed that this program would save time and make it more efficient for the quality assurance.

Motion to approve the GovWorx CommsCoach AI Quality Assurance and Transcription Software Subscription Purchase made by Commissioner Grewal, seconded by Commissioner Zwahlen, Approved 4-0.

4.2 Execute the Cooperative Agreement with the City of Ceres for Radio Maintenance Cost

Young shared that SR911's Alternate Public Safety Answering Point (Alt PSAP) is located at Ceres Police Department. During planned and unplanned downtime at SR911's primary PSAP, SR911 utilizes the Alt PSAP to ensure minimal impact to public safety. The partnership and the Cooperative Agreement between SR911 and Ceres Police Emergency Dispatch provides a benefit to both SR911, the City of Ceres and all other Public Safety jurisdictions within Stanislaus County. In the event of a failure at either dispatch center, the alternate Avtec, Inc. Radio Console would provide redundancy and failover capabilities.

Motion to Execute the Cooperative Agreement with the City of Ceres for Radio Maintenance Cost made by Commissioner Zwahlen, seconded by Commissioner Grewal, Approved 4-0.

5.0 Informational

5.1 Executive Director Report

Young gave an update on staffing.

5.2 Stanislaus Regional 911 Call Processing Protocols

Young gave an update on call processing protocols.

5.3 Enhancing the 911 Call Transfer Process in Stanislaus County

Young gave an update on the 911 call transfer process. Young discussed how it would improve the transfer process and minimize delays by integrating emergency medical dispatch protocols and ambulance dispatch at SR911. Young commented that SR911 should handle both emergency medical dispatch and ambulance dispatch to streamline the process. This change would significantly reduce call process times.

- 6.0 Commissioner Report
- 7.0 Correspondence

None

8.0 Adjournment

Adjourned at 1:49 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.



CEDAC (JPA) Item 3.2

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required:
• Yes

AGENDA DATE: May 28, 2025

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 2025/2026.

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 2025/26.

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, 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, 2025 (the "Agreement").

Recitals

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. <u>Scope of Work</u>

1.1 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 JPA. 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 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. 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.

1.5 If the Consultant deems it appropriate to retain 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 JPA's approval of such subconsultant. Any consultant, expert or investigator employed by the Consultant will be at Consultant's sole cost and expense, and will be the agent of the Consultant, not the JPA.

2. <u>Consideration</u>

2.1 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 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. 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 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 JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by JPA to 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. JPA has no responsibility or liability for payment of Consultant's taxes or assessments.

3. <u>Term</u>

3.1 The term of this Agreement shall be from July 1, 2025 through June 30, 2026

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-defaulting 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 without cause. 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 Upon written notice to Consultant, the JPA may terminate this Agreement upon the occurrence of Consultant's bankruptcy or the sale of Consultant's business.

4. <u>Required Licenses, Certificates and Permits and Compliance with Laws</u>

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.

5. <u>Office Space, Supplies, Equipment, Etc.</u>

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. 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. <u>Insurance</u>

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. <u>Defense and Indemnification</u>

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. This obligation shall survive termination of this Agreement.

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 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. <u>Status of Consultant</u>

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 consultants and not as agents, officers or employees of JPA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of 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 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, consultants and not employees of 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 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 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 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 a consultant and not an employee of 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 a consultant, Consultant hereby indemnifies and holds JPA harmless from any and all claims that may be made against JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. <u>Records and Audit</u>

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 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, JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. <u>Confidentiality</u>

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. <u>Nondiscrimination</u>

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 nondiscrimination 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. 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 JPA. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of JPA.

13. <u>Waiver of Default</u>

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. <u>Notice</u>

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 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:

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

15. <u>Conflicts</u>

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. Consultant confirms that it has not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to another other in connection with this Agreement. Consultant affirms that this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over others in the award of this Agreement. Consultant acknowledges the following "safe harbor" provisions of Government Code Section 1097.6:

"Contractor/consultant's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement."

16. <u>Severability</u>

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. <u>Amendment</u>

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. <u>Advice of Attorney</u>

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. <u>Construction</u>

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. <u>Governing Law and Venue</u>

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. <u>Authorized Signature</u>

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 Consultant's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.

23. <u>Counterparts and Electronic Signatures</u>

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

24. <u>Certification Regarding Economic Sanctions -- California Executive Order N-6-22</u>

24.1 Consultant 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 JPA 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 five million (\$5,000,000) or more, Contractor shall provide a written report to the JPA 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.

25. <u>Debarment</u>

Consultant represents and warrants that neither Consultant nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Consultant shall provide immediate written notice to the JPA if, at any time Consultant learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Consultant knowingly made a false representation, in addition to other remedies available to the JPA, the JPA may terminate this Agreement.

26. Levine Act Disclosure Statement

Consultant shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement.

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"

JOCELYN E. ROLAND

By:

Jocelyn E. R d, PH.D, ABPP Psychologist

"Consultant"

APPROVED: BOS Resolution #

APPROVED AS TO CONTENT

By:

Kasey Young SR911 Executive Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel

By:

Thomas Boze County Counsel

EXHIBIT A

A) Scope of Work

1) <u>Pre-employment Psychological Evaluation.</u>

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) <u>Counseling/psychotherapy.</u>

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
 - a) 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) <u>Compensation</u>

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

- 1) Consultant will be compensated in accordance to the service that is provided:
 - a) For all Pre-employment Psychological Evaluation (PPE), the Consultant will be compensated on a flat-fee basis outlined in Exhibit C.
 - b) For all services other than Pre-employment Psychological Evaluation (PPE), Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates attached in Exhibit C. 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. Consultant will not be reimbursed for any expenses without the prior written approval of the JPA. If expenses are approved in writing, no markup shall be paid on reimbursed items.
 - (i) Any filing fees, permit fees, or other fees are paid or advanced by the Consultant.
 - (ii) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
 - c) Consultant will be compensated with a monthly fee (outlined in Exhibit C) for all Counseling/psychotherapy sessions completed, referenced above in Section A, subsection 2.
 - d) The total cost of these services are not to exceed the limit described in Paragraph 2 below.
- 2) The parties hereto acknowledge the maximum amount to be paid by the JPA 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) Invoice To

Invoices shall be submitted to:

Stanislaus Regional 9-1-1 Attn: Melissa Parikh 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 \$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.
- 3) JPA shall pay \$450.00 per hour for all other services described in Paragraph 3 of Section A above.



CEDAC (JPA) Item 3.3

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required:
• Yes

AGENDA DATE: May 28, 2025

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

DISCUSSION:

CORE 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 CORE Psychological Corporation.

See Attachment A for details of the services that will be performed during Fiscal Year 2025/2026.

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 is available and budgeted in Fiscal Year 2025/26.

RECOMMENDATION:

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

CONTACT PERSON:	Kasey Young, Executive Director Stanislaus Regional 9-1-1, (209) 552-3903		
ATTACHMENTS:	A-1:	Agreement for Professional Services, CORE Psychological Corporation (10 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 CORE Psychological Corporation ("Consultant"), on July 1, 2025 (the "Agreement").

Recitals

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. <u>Scope of Work</u>

1.1 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 JPA. 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 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. 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.

1.5 If the Consultant deems it appropriate to retain 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 JPA's approval of such subconsultant. Any consultant, expert or investigator employed by the Consultant will be at Consultant's sole cost and expense, and will be the agent of the Consultant, not the JPA.

2. <u>Consideration</u>

2.1 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 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. 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 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 JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by JPA to 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. JPA has no responsibility or liability for payment of Consultant's taxes or assessments.

3. <u>Term</u>

3.1 The term of this Agreement shall be from July 1, 2025 through June 30, 2026

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-defaulting 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 without cause. 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 Upon written notice to Consultant, the JPA may terminate this Agreement upon the occurrence of Consultant's bankruptcy or the sale of Consultant's business.

4. <u>Required Licenses, Certificates and Permits and Compliance with Laws</u>

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.

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. 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. <u>Insurance</u>

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. <u>Defense and Indemnification</u>

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. This obligation shall survive termination of this Agreement.

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 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. <u>Status of Consultant</u>

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 consultants and not as agents, officers or employees of JPA. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of 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 JPA that this Agreement shall not be construed or considered under any circumstances to create an 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, consultants and not employees of 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 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 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 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 a consultant and not an employee of 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 a consultant, Consultant hereby indemnifies and holds JPA harmless from any and all claims that may be made against JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. <u>Records and Audit</u>

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 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, JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. <u>Confidentiality</u>

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. <u>Nondiscrimination</u>

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 nondiscrimination 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. 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 JPA. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of JPA.

13. <u>Waiver of Default</u>

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. <u>Notice</u>

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 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:

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

15. <u>Conflicts</u>

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. Consultant confirms that it has not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to another other in connection with this Agreement. Consultant affirms that this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over others in the award of this Agreement. Consultant acknowledges the following "safe harbor" provisions of Government Code Section 1097.6:

"Contractor/consultant's duties and services under this Agreement shall not include preparing

or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement."

16. <u>Severability</u>

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. <u>Amendment</u>

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. <u>Entire Agreement</u>

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. <u>Construction</u>

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. <u>Governing Law and Venue</u>

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. <u>Authorized Signature</u>

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 Consultant's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.

23. <u>Counterparts and Electronic Signatures</u>

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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

24.1 Consultant 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 JPA 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 five million (\$5,000,000) or more, Contractor shall provide a written report to the JPA 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.

25. <u>Debarment</u>

Consultant represents and warrants that neither Consultant nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Consultant shall provide immediate written notice to the JPA if, at any time Consultant learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Consultant knowingly made a false representation, in addition to other remedies available to the JPA, the JPA may terminate this Agreement.

26. Levine Act Disclosure Statement

Consultant shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement.

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

By:

Kristina Reynosa

Ph. D/President

CONSOLIDATED EMERGENCY DISPATCH AGENCY COMMISSION

CORE PSYCHOLOGICAL CORPORATION

By:

President Consolidated Emergency Dispatch Agency Commission

"JPA"

"Consultant"

APPROVED: BOS Resolution #_____

APPROVED AS TO CONTENT

By:

Kasey Young SR911 Executive Director

APPROVED AS TO FORM Thomas E. Boze, County Counsel

By:

Thomas Boze County Counsel

EXHIBIT A

1. <u>Scope of Work</u>

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. <u>Compensation</u>

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

- A. Consultant will be compensated on a flat-fee basis, not to exceed the total agreement limit of in Paragraph C below. These rates are not adjustable for the performance period set forth in this. Agreement. Consultant will not be reimbursed for any expenses without the prior written approval of the JPA. If expenses are approved in writing, no markup shall be paid on reimbursed items.
- B. Consultant's flat fee rates are attached in Exhibit C
- C. The parties hereto acknowledge the maximum contract amount to be paid by the JPA 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.

3. <u>Invoice To</u>

Invoices shall be submitted to:

Stanislaus Regional 9-1-1 Attn: Melissa Parikh 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.



CEDAC (JPA) Item 3.4

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required:
• Yes

AGENDA DATE: May 28, 2025

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 2025/26.

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, Executive Director Stanislaus Regional 9-1-1, (209) 552-3903		
ATTACHMENTS:	A-1:	Agreement for Independent Contractor Services, Simpson Investigative Services Group (10 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") on July 1, 2025 (the "Agreement").

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. <u>Scope of Work</u>

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**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors 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 JPA. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to JPA all copyrights to such works. With the JPA's prior written approval, Contractor 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 Contractor, then the JPA agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the JPA releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the JPA's request 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 Contractor; provided, however, that such schedule is subject to review by and concurrence of the JPA.

1.4 Contractor 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. Contractor 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.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. <u>Consideration</u>

2.1 The Contractor 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, Contractor shall not be entitled to nor receive from 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. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the JPA's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The JPA will not pay any markup by Contractor on such travel expenses. 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 Contractor 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 JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by JPA 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. JPA has no responsibility or liability for payment of Contractor's taxes or assessments.

3. <u>Term</u>

3.1 This Agreement shall commence on July 1, 2025 and shall terminate on June 30, 2026.

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 without cause. 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.

3.4 Upon written notice to Contractor, the JPA may terminate this Agreement upon the occurrence of Contractor's bankruptcy or the sale of Contractor's business.

4. <u>Required Licenses, Certificates and Permits and Compliance with Laws</u>

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 shall be procured and maintained in force by Contractor at no expense to the JPA.

5. <u>Office Space, Supplies, Equipment, Etc.</u>

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies,

equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor - not the JPA - has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. <u>Insurance</u>

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. <u>Defense and Indemnification</u>

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. This obligation shall survive termination of this Agreement.

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. <u>Status of Contractor</u>

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 JPA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of 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 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 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 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 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 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; and develop and implement budget procedures. In addition, the Contractors retains 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 Contractor, 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 JPA harmless from any and all claims that may be made against JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. <u>Records and Audit</u>

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 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, JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. <u>Confidentiality</u>

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. <u>Nondiscrimination</u>

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. 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 JPA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of JPA.

13. <u>Waiver of Default</u>

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. <u>Notice</u>

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 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:

<u>To JPA:</u>	
Stanislaus Regional 9-1-1	
Kasey Young, Executive Director	
3705 Oakdale Road	
Modesto, CA 95357	

<u>To Contractor:</u> Simpson Investigation Services Group. Terry Simpson, Owner P.O. Box 232786 Pleasant Hill, CA 94523-0786

15. <u>Conflicts</u>

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. <u>Severability</u>

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. <u>Amendment</u>

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. <u>Entire Agreement</u>

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. <u>Advice of Attorney</u>

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. <u>Construction</u>

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. <u>Governing Law and Venue</u>

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. <u>Authorized Signature</u>

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. <u>Counterparts and Electronic Signatures</u>

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. 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 -- California 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 JPA shall terminate any agreement 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 into an agreement with any such individual or entity while the Order is in effect.

24.3 For agreements valued at five million (\$5,000,000) or more, Contractor shall provide a written report to the JPA 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.

25. <u>Debarment</u>

Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any federal, state or local government or agency, nor has it been declared ineligible for the award of agreements by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Contractor shall provide immediate written notice to the JPA if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the JPA, the JPA may terminate this Agreement.

26. Levine Act Disclosure Statement

Contractor shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement.

[SIGNATURES SET FORTH ON THE 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

By:

President Consolidated Emergency Dispatch Agency Commission "JPA" SIMPSON INVESTIGATION SERVICES GROUP

By:

Printed name: Terry Simpson Title: Owner

"Contractor"

APPROVED: BOS Resolution #_____

APPROVED AS TO CONTENT

Stanislaus Regional 9-1-1

By:

Printed name: Kasey Young Executive Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel

By:

Thomas Boze County Counsel

EXHIBIT A

1. <u>Scope of Work</u>

The Contractor shall provide services under this Agreement as follows:

- A. To conduct comprehensive Pre-Employment Background Investigations on the candidate(s) for Public Safety employment with Stanislaus Regional 9-1-1.
- B. 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.
- C. To conduct the background investigations in a matter that meets all of the requirements for employment as specified by Stanislaus Regional 9-1-1. As a California Police Officer Standards and Training (POST) agency, Stanislaus Regional 9-1-1 follows the background investigation requirements set forth in Title 11, Division 2, Article 5, §1953 of the POST Peace Officer Selection Requirements and Resources.
- D. To provide the Stanislaus Regional 9-1-1 with a written report an all supporting documents as required by Federal and State regulations related to pre-employment background investigations on Public Safety employees.
- E. The estimated time for project completion is expected to be within 30 days from the investigators initial interview with the candidate.

2. <u>Compensation</u>

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

- A. Contractor will be compensated on a flat-fee basis, including reimbursable expenses, but not to exceed the limit of in Paragraph C below. Contractor will not be reimbursed for any expenses without the prior written approval of the JPA. If expenses are approved in writing, no markup shall be paid on reimbursed items.
- B. Contractor's rates are as follows:
 - i. 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.

- ii. Contractor will be compensated for services and expenses 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.
- C. 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.

3. <u>Invoice To</u>

Invoices shall be submitted to:

Stanislaus Regional 9-1-1 Attn: Melissa Parikh 3705 Oakdale Road Modesto, CA 95357



CEDAC (JPA) Item 3.5

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required:
• Yes

AGENDA DATE: May 28, 2025

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 funding is available and budgeted in Fiscal Year 2025/2026.

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:		Young, Executive Director slaus Regional 9-1-1, (209) 552-3903
ATTACHMENTS:	A-1:	Agreement for Independent Contractor Services, Rank Investigation and Protection Inc. (10 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 Investigation and Protection Inc ("Contractor") on July 1, 2025 (the "Agreement").

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. <u>Scope of Work</u>

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**, ("Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Any interest, including copyright interests, of Contractor or its subcontractors 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 JPA. In the event that it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire, Contractor hereby assigns to JPA all copyrights to such works. With the JPA's prior written approval, Contractor 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 Contractor, then the JPA agrees to require the new contractor to assume any and all obligations for the reuse of the documents, and the JPA releases Contractor and its subcontractors from all liability associated with the reuse of such documents.

1.3 Services and work provided by the Contractor at the JPA's request 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 Contractor; provided, however, that such schedule is subject to review by and concurrence of the JPA.

1.4 Contractor 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. Contractor 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.

1.5 Upon the mutual agreement, the Contractor and other County departments or other local agencies may contract directly with Contractor for similar scope of work on the substantially the same terms and conditions set forth herein.

2. <u>Consideration</u>

2.1 The Contractor 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, Contractor shall not be entitled to nor receive from 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. Reimbursable travel expenses will be limited to meals, lodging, and transportation, and will be paid in accordance with the JPA's travel policy. Any such request for reimbursement by Contractor shall include all receipts. The JPA will not pay any markup by Contractor on such travel expenses. 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 Contractor 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 JPA will not withhold any Federal or State income taxes or Social Security tax from any payments made by JPA 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. JPA has no responsibility or liability for payment of Contractor's taxes or assessments.

3. <u>Term</u>

3.1 This Agreement shall commence on July 1, 2025 and shall terminate on June 30, 2026.

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 without cause. 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.

3.4 Upon written notice to Contractor, the JPA may terminate this Agreement upon the occurrence of Contractor's bankruptcy or the sale of Contractor's business.

4. <u>Required Licenses, Certificates and Permits and Compliance with Laws</u>

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 shall be procured and maintained in force by Contractor at no expense to the JPA.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies,

equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. Contractor - not the JPA - has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. <u>Insurance</u>

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. <u>Defense and Indemnification</u>

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. This obligation shall survive termination of this Agreement.

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. <u>Status of Contractor</u>

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 JPA. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of 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 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 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 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 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 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; and develop and implement budget procedures. In addition, the Contractors retains 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 Contractor, 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 JPA harmless from any and all claims that may be made against JPA based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. <u>Records and Audit</u>

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 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, JPA has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. <u>Confidentiality</u>

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. <u>Nondiscrimination</u>

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. 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 JPA. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of JPA.

13. <u>Waiver of Default</u>

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. <u>Notice</u>

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 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:

<u>To JPA:</u> Stanislaus Regional 9-1-1 Kasey Young, Executive Director 3705 Oakdale Road Modesto, CA 95357 <u>To Contractor:</u> Rank Investigation and Protection Inc. 1301 K Street, Suite G Modesto, CA 95354

15. <u>Conflicts</u>

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. <u>Severability</u>

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. <u>Amendment</u>

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. <u>Advice of Attorney</u>

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. <u>Construction</u>

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. <u>Governing Law and Venue</u>

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. <u>Authorized Signature</u>

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. <u>Counterparts and Electronic Signatures</u>

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for all parties. 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 -- California 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 JPA shall terminate any agreement 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 into an agreement with any such individual or entity while the Order is in effect.

24.3 For agreements valued at five million (\$5,000,000) or more, Contractor shall provide a written report to the JPA 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.

25. <u>Debarment</u>

Contractor represents and warrants that neither Contractor nor any of its Principals ("Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving an agreement from any federal, state or local government or agency, nor has it been declared ineligible for the award of agreements by any federal, state, or local government or agency, nor does it appear on any federal, state or local government's excluded parties list system. Contractor shall provide immediate written notice to the JPA if, at any time Contractor learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that Contractor knowingly made a false representation, in addition to other remedies available to the JPA, the JPA may terminate this Agreement.

26. Levine Act Disclosure Statement

Contractor shall execute the Levine Act Disclosure Statement attached hereto concurrently with the execution of this Agreement.

[SIGNATURES SET FORTH ON THE 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

By:

President Consolidated Emergency Dispatch Agency Commission

"JPA"

APPROVED: BOS Resolution #_____

APPROVED AS TO CONTENT

Stanislaus Regional 9-1-1

By:

Printed name: Kasey Young Executive Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel

By:

Thomas Boze County Counsel

RANK INVESTIGATION AND PROTECTION INC.

By:

Printed name: Steven Rank Title: President / CEO

"Contractor"

EXHIBIT A

1. <u>Scope of Work</u>

The Contractor shall provide services under this Agreement as follows:

- A. To conduct comprehensive Pre-Employment Background Investigations on the candidate(s) for Public Safety employment with Stanislaus Regional 9-1-1.
- B. 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.
- C. To conduct the background investigations in a matter that meets all of the requirements for employment as specified by Stanislaus Regional 9-1-1. As a California Police Officer Standards and Training (POST) agency, Stanislaus Regional 9-1-1 follows the background investigation requirements set forth in Title 11, Division 2, Article 5, §1953 of the POST Peace Officer Selection Requirements and Resources.
- D. To provide the Stanislaus Regional 9-1-1 with a written report an all supporting documents as required by Federal and State regulations related to pre-employment background investigations on Public Safety employees.
- E. The estimated time for project completion is expected to be within 30 days from the investigators initial interview with the candidate.

2. <u>Compensation</u>

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

- A. Contractor will be compensated on a time and materials basis, not to exceed the limit described in paragraph B below, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified below or attached hereto. 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. Contractor will not be reimbursed for any expenses without the prior written approval of the JPA. If expenses are approved in writing, no markup shall be paid on reimbursed items.
- B. Contractor's hourly rates are as follows:
 - i. Compensation will be \$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. Total compensation per 'Public Safety Dispatcher' Background, inclusive of hourly charges and pre-approved expenses, shall not exceed \$1,600.00. If the Background is estimated to exceed \$1,600.00 at the hourly rate then preapproval will be obtained. This rate paragraph would also apply to non-sworn personnel.
 - ii. Contractor will be compensated for services and expenses 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.
- C. The parties hereto acknowledge the maximum contract 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.

3. <u>Invoice To</u>

Invoices shall be submitted to:

Stanislaus Regional 9-1-1 Attn: Melissa Parikh 3705 Oakdale Road Modesto, CA 95357



CEDAC (JPA) Item 3.6

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required:
• Yes

AGENDA DATE: May 28, 2025

SUBJECT: Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Avtec, Inc. for the Radio Console System in an Amount Not to Exceed \$60,326

DISCUSSION:

In Fiscal Year 2015/16, the Consolidated Emergency Dispatch Agency Commission (Commission) approved the purchase and installation of a new radio console system. The equipment and installation/maintenance services were purchased from Avtec, Inc.

The radio console was completed in April of 2019, at which time included one (1) year of annual maintenance and would require annual contract renewals. The current contract covers one (1) of service totaling \$60,326.

The agreement provides remote maintenance support for any hardware or software issue, along with firmware and software updates.

In order to continue support of the radio console system, it is recommended that the Commission approve the agreement with Avtec, Inc.

See the Attachment A for details of the services that will be performed during Fiscal Year 2025-2026.

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

FISCAL IMPACT:

The annual contract with Avtec, Inc is \$60,326 and will be included in the Fiscal Year 2025/2026 Final Budget.

RECOMMENDATION:

Authorize the Consolidated Emergency Dispatch Agency Commission President and Executive Director to Execute a One (1) Year Support Agreement with Avtec, Inc. for the Radio Console System in an Amount Not to Exceed \$60,326.

CONTACT PERSON:	Kasey Young, Executive Director Stanislaus Regional 9-1-1, (209) 552-3903					
ATTACHMENTS:	A-1: Service and Support Agreement with Avtec, Inc.					



ScoutCare Contract Quotation

Avtec, LLC. 100 Innovation Place Lexington, SC 29072, USA 1-800-310-7045 1-803-358-3600 www.avtecinc.com

Date: 2/18/2025 Quotation: Q-33298 Expiration Date: 4/4/2025 Quotation To:

System Information:

Kurt Kline Stanislaus County CA Regional 9-1-1 klinek@sr911.org	System Name: Stanislaus Co. Regional 911, CA End User Organization: Stanislaus County CA Regional 9-1-1 Location: Modesto, CA Current Support Expires: 4/4/2025 Eligible for Hardware Maintenance?: Yes
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Dear Kurt,

A Support Contract for the Avtec console system provides you with regular software upgrades, remote factory support by telephone, including 24x7 emergency assistance, and opportunities for recurrency training. If the system is under warranty (including our hardware maintenance plan) you may choose to extend that for additional years, up to a total of five.

Please review the quotation below, including any notes about possible changes to the rate. In general, ScoutCare rates are 15% percent of the list price of software. If you expand your system, the new equipment contribution is pro-rated and added to the rate after its warranty has expired.

Year 1

ltem #	Qty	Model Number	Description	List Price (USD)	Net Price (USD)
1			One Additional Year of ScoutCare - Includes no charge software maintenance, 24/7/365 Technical Support, and Web Portal Access.	\$60,326.25	\$60,326.25
					\$60,326.25

TOTAL: \$60,326.25

This support contract runs from 4/5/2025 to 4/4/2026.

Notes for Quotation:

QUOTE TERMS AND CONDITIONS

ScoutCare Terms & Conditions

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Avtec and any changes in scope will be subject to the change order process as described in this Agreement. At the time

of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

• For a multi-year ScoutCare Contract - The term of the Agreement is non-cancellable, and will be eligible for renewal at then current rates.

If you have any questions concerning this quotation, please contact **David Bremson** at **or email dbremson@avtecinc.com**.

Please consult the attached document for more information on Avtec's Support Services as well as applicable Terms and Conditions.

To accept this quotation, sign and complete all required fields below:

Signature:
Purchase Order Number*:

Thank you for your business!



CEDAC (JPA) Item 3.7

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required: 💿 Yes 🔿 No

AGENDA DATE: May 28, 2025

SUBJECT: Consider the Approval of the 2025 Bi-annual Meeting Date for the Consolidated Emergency Dispatch Agency Commission

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.

In December of 2024, the 6th amendment extending the Joint Exercise of Powers Agreement between the City of Modesto and the County of Stanislaus for Emergency Dispatch Services was approved. This amendment extended the agreement to December 31st, 2025. Therefore, the Consolidated Emergency Dispatch Agency Commission meeting date for October is required.

Below is the recommended meeting schedule for the remainder of 2025:

Commission Meeting

October 30th, 2025

RECOMMENDATION:

Approve the Meeting Date for the Consolidated Emergency Dispatch Agency Commission.

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

ATTACHMENTS: None



CEDAC (JPA) Item 4.1

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required: OYes ONO

AGENDA DATE: May 28, 2025

SUBJECT: Conduct the Annual Appointment of President, Vice-President, and Secretary to the Consolidated Emergency Dispatch Agency Commission Effective June 1, 2025

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 2025-2026, effective, June 1, 2025, with the term expiring on May 31, 2026.
- 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, Executive Director
	Stanislaus Regional 9-1-1, (209) 552-3903

ATTACHMENTS: None



CEDAC (JPA) Item 4.2

Elevated Mindset for Elevated Action in Public Safety and Emergency Communications.

Kasey Young, Executive Director

Vote Required: 💿 Yes 🔿 No

AGENDA DATE: May 28, 2025

SUBJECT: Consider the Approval of the Stanislaus Regional 9-1-1 Fiscal Year 2025/2026 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 2026. 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. Stanislaus Regional 9-1-1 (SR911) staff will continue to evaluate options and alternatives.

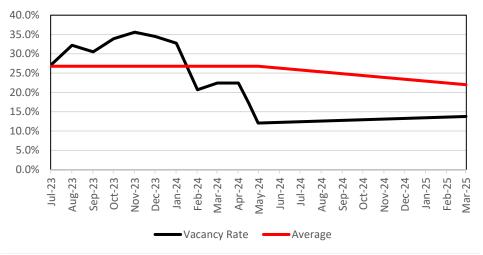
Salaries and Employee Benefits:

The Fiscal Year 2026 SR911 Final Budget has 58.0 allocated full-time equivalent (FTE) positions.

The 2026 Budget represents a \$369,155 increase over the 2025 Final Budget with no vacancy rate being applied for a total of \$9,081,419, which amounts to an increase in salaries of 4.2%. A ten percent vacancy rate reduction of \$ \$828,188 is recommended, reducing the total salary budget to \$8,253,231.

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 2025 has an average vacancy rate of 15.4% and as of March of 2025. there are 8 dispatch vacancies with an actual vacancy rate of 13.8%.

Fiscal Year 2025 Vacancy Rate



Services and Supplies:

SR911 services and supplies expense will increase 16.8% from the prior year to \$2,004,244. 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.

CAP charges increased by 101,090, or 11.8%. \$76,290, or 75.5%, 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 2026. 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 \$147,824 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 2026.

Prior Year Budget Surplus:

The actual budget surplus from Fiscal Year 2024 was \$90,941. Due to the surplus estimated for Fiscal Year 2025 in the amount of \$686,730, it is recommended to apply the Fiscal Year 2024 funds to the current fiscal year to return agency contributions.

Contingency Reserve:

The Fiscal Year 2025 Budget includes \$33,467 of Contingency Reserve. This is 25% of the total contingency.

FISCAL IMPACT:

The Fiscal Year 2026 Final Budgeted Costs total \$10,805,299 with the 10% vacancy rate applied. This represents an overall increase of \$274,211 compared to the Final Budget for Fiscal Year 2025. The charges to contributing partners are decreased by depreciation, miscellaneous revenues, and cost reimbursements. The charges to contributing partners for Fiscal Year 2026 is \$10,125,067, which represents a \$524,422 increase from Fiscal Year 2025 Final Budget.

Details are provided in the attached Schedules.

RECOMMENDATION:

- 1. Accept the Fiscal Year 2026 Final Budget as presented.
- 2. Approve the 10% vacancy rate.
- 3. Direct and approve any changes the Commission chooses to make to the Fiscal Year 2026 Final Budget, then formally adopt the Fiscal Year 2026 Final Budget.

CONTACT PERSON:	Kasey Young, Executive Director Stanislaus Regional 9-1-1, (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 – Historical Incident Counts Schedule 9 – County Subsidies

Stanislaus Regional 911

Fiscal Year 2026 Final Budget Summ Currently showing 10% vacancy reduction

		Pro	jections as of Apr	-25							
	Column A		Column B		Column C	С	olumn C - A	Column C - A	С	olumn C - B	Column C - B
Item	FY 2025 Final Budget		Y 2025 Year End Projection		FY 2026 Final Budget		Change \$	Change %		Change \$	Change %
Salaries & Employee Ben	\$ 8,712,264	\$	7,516,204	\$	9,081,419	\$	369,155	4.2%	\$	1,565,215	20.8%
Less: Dispatch Vacancy F	\$ (780,710)	\$	-	\$	(828,188)	\$	(47,478)	6.1%	\$	(828,188)	
Net Salaries and Benefit	\$ 7,931,554	\$	7,516,204	\$	8,253,231	\$	321,677	4.1%	\$	737,027	9.8%
Services & Supplies	\$ 1,716,091	\$	1,442,897	\$	2,004,244	\$	288,153	16.8%	\$	561,346	38.9%
Other Expenses - Depreci	\$ 400,000	\$	316,909	\$	400,000	\$	-	0.0%	\$	83,091	26.2%
Fixed Assets (balance of I	\$ 483,443	\$	219,179	\$	147,824	\$	(335,619)	-69.4%	\$	(71,355)	-32.6%
Total SR911 Budgeted C	\$ 10,531,088	\$	9,495,189	\$	10,805,299	\$	274,211	2.6%	\$	1,310,110	13.8%
Accounting Adjustments:									\$	-	
Depreciation	\$ (400,000)	\$	(316,909)	\$	(400,000)	\$	-	0.0%	\$	(83,091)	26.2%
Miscellaneous Revenues	\$ (40,000)	\$	(100)	\$	(1,000)	\$	39,000	-97.5%	\$	(900)	900.0%
State Revenues-Cost Reil	\$ (7,000)	\$	-	\$	(7,000)	\$	-	0.0%	\$	(7,000)	
Gross Charges to Partic	\$ 10,084,088	\$	9,178,180	\$	10,397,299	\$	313,211	3.1%	\$	1,219,119	13.3%
Other Funding Sources:									\$	-	
Committed Fund Balance	\$ (483,443)	\$	(264,264)	\$	(147,824)	\$	335,619		\$	116,440	-44.1%
Budget Surplus Applied ¹		\$	-	\$	(90,941)	\$	(90,941)		\$	(90,941)	
Agency Contingency Fund	Contribution ²			\$	(33,467)	\$	(33,467)		\$	(33,467)	
Charges to Participating	\$ 9,600,645	\$	8,913,915	\$	10,125,067	\$	524,422	5.5%	\$	1,211,152	13.6%

Partners	FY 2025 Final	FY 2026 Final	Change	Change
Faithers	Budget	Budget	\$	%
Modesto Police Departme	\$ 3,480,528	\$ 3,676,192	\$ 195,664	5.6%
Stanislaus County Sheriff	\$ 1,980,327	\$ 2,017,404	\$ 37,077	1.9%
City of Riverbank	\$ 359,561	\$ 404,684	\$ 45,123	12.5%
City of Patterson	\$ 363,686	\$ 384,111	\$ 20,426	5.6%
City of Waterford	\$ 147,647	\$ 149,996	\$ 2,349	1.6%
City of Hughson	\$ 83,811	\$ 130,684	\$ 46,872	55.9%
Stanislaus County Probati	\$ 321,611	\$ 345,738	\$ 24,127	7.5%
Modesto Fire Department	\$ 1,546,261	\$ 1,618,511	\$ 72,250	4.7%
Ceres Fire Department **	\$ 152,036	\$ 166,844	\$ 14,808	9.7%
Stanislaus Consolidated F	\$ 195,985	\$ 195,071	\$ (915)	-0.5%
Oakdale Fire Department	\$ 118,319	\$ 118,747	\$ 428	0.4%
Patterson Fire Departmen	\$ 101,309	\$ 103,620	\$ 2,311	2.3%
Burbank Paradise Fire De	\$ -	\$ -	\$ -	0.0%
Salida Fire Department **	\$ -	\$ -	\$ -	0.0%
Oakdale Rural Fire Depar	\$ -	\$ -	\$ -	0.0%
Hughson Fire Department	\$ 31,497	\$ 34,497	\$ 3,000	9.5%
West Stanislaus Fire Depa	\$ -	\$ -	\$ -	0.0%
Keyes Fire Department **	\$ -	\$ -	\$ -	0.0%
Newman Fire Department	\$ 44,126	\$ 50,061	\$ 5,935	13.5%
Turlock Rural Fire Departr	\$ -	\$ -	\$ -	0.0%
Woodland Fire Departmer	\$ -	\$ -	\$ -	0.0%
Denair Fire Department **	\$ -	\$ -	\$ -	0.0%
Westport Fire Department	\$ -	\$ -	\$ -	0.0%
Mountain View Fire Depar	\$ -	\$ -	\$ -	0.0%
OES - Fire Warden	\$ 673,940	\$ 728,907	\$ 54,967	8.2%
Charges to Participating	\$ 9,600,645	\$ 10,125,067	\$ 524,422	5.5%

** County subsidized agencies

Vacancy Rates:

Vacancy Rate Applied	Total Budget Deduction		Total Charges to Agencies
No vacancy rate	\$	-	\$ 10,953,255
5% of salaries	\$	(414,094)	\$ 10,539,161
10% of salaries	\$	(828,188)	\$ 10,125,067
15% of salaries	\$	(1,242,282)	\$ 9,710,973

Notes:

FY24 had an average department vacancy rate of 22% FY25 has an average department vacancy rate of 15.4% as of Mar 2025 Budget surplus applied in FY 2026 represents the actual surplus from FY 2024. Agency Contingency applied in FY 2026 represents 25% of contingency fund

Stanislaus Regional 911 Fiscal Year 2026 Final Budget Allocation Detail Salaries and Employee Benefits

						pdated 05.07.25)				
Account	Description	FY 24/2025 Budget (A)	5 Year Average (B)	FY 23/2024 Actual* (C)	FY 24/2025 YTD Actual **(D)	FY 24/2025 YE Projection (E)	FY 25/2026 Budget (F)	(F) - (A) Change	% Change	Notes
50000	Salaries and wages***	4,153,037	3,488,519	3,168,750	2,930,696	3,516,835	5,182,493	1,029,456	24.8% Salary projection data	abase
50010	Overtime/comp time paid	292,000	553,460	793,369	531,663	637,995	292,000	-	0.0%	
50020	Extra help	120,000	132,999	198,611	121,905	146,286	120,000	-	0.0% PT Call-Takers, PT D	Dispatchers, PT Custodian of Records
50100	Comp time taken	85,000	71,028	53,143	95,521	114,625	85,000	-	0.0% Time off substitute by	/ choice
50130	Flsa pay	44,000	48,602	51,682	48,294	57,953	44,000	-	0.0% Pay for Regular hour	s over 42 per week. Calandar dictates.
50210	Vacation/holiday cash-out	115,000	136,035	144,775	139,663	167,596	115,000	-	0.0% Dispatch staff working	g on holidays.
50220	Termination cash-out	58,000	109,947	153,186	48,131	57,757	58,000	-	0.0%	
50260	Employee Choice Bonus Plan	85,000	36,253	88,939	107,793	126,755	27,361	(57,639)	-67.8% Budgeted for all 25/2	6 Bonus Choice payouts
52000	Retirement	1,360,104	1,018,614	988,887	955,250	1,146,300	1,448,139	88,035	6.5% Salary projection data	abase
52010	Fica	381,455	338,457	361,985	322,286	386,743	413,204	31,749	8.3% Salary projection data	abase
52020	Deferred comp - part-time	2,400	1,368	2,101	963	1,155	2,400	-	0.0% 2% for Part-Time Sta	iff - PARS
53000	Group health insurance	1,101,440	796,502	842,994	850,051	1,020,061	1,208,809	107,369	9.7% Salary projection data	abase
53020	Unemployment insurance	6,500	7,728	6,750	4,878	6,504	3,445	(3,055)	-47.0% CAP Charge from Ris	sk Management
53051	Employee benefits admin fee	-	703	-	-	-	-	-	0.0%	
53081	Long Term disablilty	1,297	1,046	739	773	927	1,309	12	0.9% Salary projection data	abase
54000	Workers compensation insurance	95,517	60,152	83,015	71,638	95,517	50,594	(44,923)	-47.0% CAP Charge from Ris	sk Management
55000	Auto allowance	12,000	9,359	9,646	11,945	14,334	10,800	(1,200)	-10.0% Salary projection data	abase
55080	Professional Development	6,100	2,539	2,200	3,079	3,695	6,100	-	0.0% Salary projection data	abase
55130	Deferred comp mgmt/confidential	12,704	11,167	8,592	9,897	11,877	12,766	62	0.5% Salary projection data	abase
55140	Cafeteria pln hlth ben cashout	-	4,426	3,985	2,740	3,288	-	-	0.0%	
	Salaries & Employee Benefits	\$ 7,931,554	\$ 6,828,904	\$ 6,963,349	\$ 6,257,166	\$ 7,516,204	\$ 9,081,419	\$ 1,149,865	14.5%	

*FY24 had an average department vacancy rate of 22% **FY25 has an average department vacancy rate of 15.4% as of Apr 2025

Stanislaus Regional 911 Fiscal Year 2026 Final Budget Allocation Detail Services and Supplies

					As of Apr-25 (Up	/				
Account	Description	24/2025 udget (A)	5 Year Average (B)	FY 23/2024 Actual (C)		FY 24/2025 YE Projection (E)	FY 25/2026 Budget (F)	(F) - (A) \$ Chang		Notes
60200	Dry goods and clothing	\$ -	\$ 11	\$ 54	\$ -	\$ -	\$-	\$	- New account	
60400	Communications	\$ 209,151	\$ 182,283	\$ 201,810	\$ 177,138	\$ 196,209	\$ 214,798	\$\$5,	647 2.7% Annual activit	ty. AT&T, Frontier Communications, Verizon Wireless
60800	Cleaning & Sanitary Supplies	\$ 9,007	\$ 8,786	\$ 12,146	\$ 6,345	\$ 11,550	\$ 9,250	\$	243 2.7% Janitorial Sup	oplies.
60850	Janitorial Services	\$ 16,304			\$ 10,161	\$ 16,151	\$ 17,119		815 5.0% Change in Ac	ccount - moved from 60860
60860	Contract Janitorial	\$ -	\$ 12,258	\$-			\$-	\$	- Change in Ac	ccount - moved to 60850
61000	Insurance	\$ 76,376	\$ 26,605	\$ 35,683	\$ 57,285	\$ 76,380	\$ 59,775	5 \$ (16,		from Risk Management from Risk Management; moved out C&F insurance to acct
61030	Liability insurance	\$ 229	\$ 449	\$ 232	\$ 171	\$ 228	\$ 268	\$	39 17.0% 61070	
61070	Crime and Fidelity Insurance	\$ 520	\$ 234	\$ 592	\$ 387	\$ 516	\$ 579)\$	59 11.3% Previously in	61030
61093	Loss Expense	\$ 178,220	\$ 36,642	\$ 48,460	\$ 138,960	\$ 185,280	\$ 262,250	\$ 84,	030 47.1% CAP Charge	from Risk Management (incl 61110+61120+61093)
61120	Auto Liab self insurance	\$ 7,170	\$-	\$-			\$-	\$ (7,	170) -100.0% New account	- previously in 61093; moved back to old acct now
61600	Maintenance-equipment	\$ 77,360	\$ 61,915	\$ 91,519	\$ 90,346	\$ 114,502	\$ 112,007	\$ 34,	647 44.8% 2.7% increas	e from FY25 Actuals; Radio communications and IT supplies.
61800	Maintenance-Structures	\$ 10,000	\$ 2,666	\$ 13,328	\$ 15	\$ 6,664	\$ 10,000	\$	- 0.0% Office Buildin	ig Improvements
62200	Memberships	\$ 2,060	\$ 3,692	\$ 10,185	\$ 750	\$ 750	\$ 2,116	; \$	56 2.7% NENA\APCO Software mai	memberships intenance agreements - increase attributed to new GovWorx
62210	Annual License for software	\$ 84,357	\$ 52,385	\$ 71,852	\$ 103,500	\$ 67,435	\$ 112,700	\$ 28,	343 33.6% CommsCoac	h contract
62400 62450	Misc. Expense Indirect Costs/A87 ROLL FORWARD	\$ 140	\$ 7,850	\$ (17,607)	\$ (2,354)	\$ (3,145)	\$ 30 \$ (1,267		110) -78.6% A-87 Roll For	ward (Cost Plan) From Auditor-Controller
62600	Office supplies	\$ 20,600	\$ 13,768	\$ 13,563	\$ 16,150	\$ 13,307	\$ 21,156	\$	556 2.7% Staples & Bla	aisdell Office Supplies
62730	Postage	\$ 1,227	\$ 1,020	\$ 715	\$ 476	\$ 571	\$ 1,020)\$ (207) -16.9% CAP Charge	from GSA. Mailing of radio equipment to vendor
62790	Subscriptions	\$ 2,060	\$ 1,570	\$ 5,672		\$ -	\$ 2,116			Jpdates. Professional Memberships
62990	Office Equipment - Non Asset	\$ 15,450	\$ 30.270	\$ 3,874	\$ 3,779	\$ 7,067	\$ 15.867	\$		irs to be replaced. IT Equipment
63000	Professional & special servic (Non-CAP)	\$ 414,369	\$ 257,468	\$ 436,861	\$ 187,943	\$ 225,532	\$ 469,930	\$ 55,	561 13.4% Professional	Consultants, Contracts
63000	Professional & special servic (CAP)	\$ 354,205	\$ 181,686	\$ 271,884	\$ 245,249	\$ 294,299	\$ 420,665	\$ 66,	460 18.8% CAP Charges	s from County
63090	Auditing & accounting	\$ 61,665	\$ 39,588	\$ 43,743	\$ 34,209	\$ 41,051	\$ 92,910	\$ 31,	245 50.7% CAP Charges	s and Annual Audit.
63220	Fingerprint processing	\$ 1,545	\$ 1,384	\$ 1,636	\$ 880	\$ 1,778	\$ 1,545	\$	- 0.0% Live Scan for	Background Screenings
65100	Rents & leases-equipment	\$ 6,180	\$ 4,700	\$ 4,409	\$ 4,026	\$ 5,470	\$ 6,347	\$	167 2.7% Mo-Cal Copie	ers. Admin and Operations (incl 66070)
65300	Rent Land, Structures & Improvements	\$ 56,832	\$ 50,568	\$ 56,310	\$ 48,570	\$ 51,753	\$ 58,366	5\$1,	534 2.7% Per Contracts	s. Radio Transmission site rentals. Mt Oso and Fowler Peak
65660	Special Dept Expense	\$ 3,100	1 1		\$ 2,379	\$ 2,855	\$ 3,600			from GSA. Central Services.
65780	Education & training	\$ 15,450	\$ 6,939	\$ 11,210	\$ 19,701	\$ 10,437	\$ 15,867	\$	417 2.7% Conferences	and Seminars (incl 66180)
66070	Bottled Water Service	\$ 1,228	\$ 323	\$ 1,614		\$ 807	1 7 5		33 2.7% New Account	t - previously in 65100
66180	Conferences & seminars	\$ 250	\$ 30	\$ 149		\$ 75	\$ 250)\$		t - previously in 67040 & 65780
66210	Licenses & fees	\$ 1,236			\$ 20,867	\$ 20,867	\$ 1,269	\$	33 2.7% DER Generat	tor Permit. Web Network Solutions.
66260	Gasoline, oil & fuel-vehicle	\$ 5,320			\$ 821					s from Fleet Services. Impala, F-150 Truck
67040	Other travel expenses	\$ 9,250								and Seminars - Adjusted to align with 5 year avg
67042	Car rental	\$,			\$ 1,100					t - previously in 67040 & 65780
67051	Air Fare	\$ -	\$6	\$ 30		\$-	\$-	\$	- New Account	t - previously in 67040 & 65780
67054	Meals - Lunch	\$ -	\$ (3)				\$-	\$		t - previously in 67040 & 65780
67055	Meals - Dinner	\$	\$ (2)				\$-	Ψ		t - previously in 67040 & 65780
67056	Per Diem	\$ 								t - previously in 67040 & 65780
67058	Lodging	\$	\$ 170		, ,	, ,		+		t - previously in 67040 & 65780
67059	Parking	\$ 350			\$ 210	\$ 252)\$		t - previously in 67040 & 65780
67065	Taxi, Public Transportation	\$ 250						ψ		t - previously in 67040 & 65780
67068	Mileage	\$ 1,200			1 ,	1 /				t - previously in 67040 & 65780
67200	Utilities (Non-CAP)	\$	+,					-	 PG&E Billings 	
67200	Utilities (CAP)	\$ 68,830	\$ 22,237 \$ 1,068,900		\$ 1,366	\$ 1,639	\$ 69,070	\$	240 0.3% CAP Charge	s from GSA - classified incorrectly in CAP budget in FY24

Stanislaus Regional 911 Fiscal Year 2026 Final Budget Allocation Detail

Account #	Location #	Description		FY 2025 Budget (E)		FY 2026 Budget (F)		(F) - (E) \$ Change	% Change	Notes
	074127	CAP Chgs-ADA Charges	\$	2,470		2,720		¢ change 250	10.1%	Notes
	074130	CAP Chgs - ITC Charges	\$	140,963		166,983	Ψ \$	26,020	18.5%	
	074306	CAP Chgs-Facilities Maintenance Labor	\$	31,060		40,390	\$	9,330	30.0%	
	074307	CAP Chgs-Facilities Maintenance Supplies		11,840	\$	24,050	\$	12,210	103.1%	
	074250	CAP Chgs-County Counsel	\$	28,196	\$	32,969	\$	4,773	16.9%	
	074302	CAP Chgs-Purchasing	\$	9,360		7,645	\$	(1,715)	-18.3%	
	074304	CAP Chgs-HR and RM	\$	69,760		75,417		5,657	8.1%	
	074880	CAP Chgs-CEO Operations	\$	60,286	\$	70,491	\$	10,205	16.9%	
	074270	Utilities	\$	65,780		66,210		430	0.7%	
		Total - Account 63000 CAP Charges	Ţ	419,715	T	486,875	Ŧ	67,160	16.0%	
61000	074700	Insurance	\$	76,376	\$	59,775	\$	(16,601)	-21.7%	
	075040	Fiduciary liability insurance	\$	229	\$	268	\$	39	17.0%	
61070	074704	Crime & Fidelity Insurance	\$	520	\$	579	\$	59	11.3%	
61093	074060	Self Insured Gen Liability	\$	178,220	\$	254,510	\$	76,290	42.8%	
61093	074050	Auto liability self insurance	\$	7,170	\$	7,740	\$	570	7.9%	
61600	074172	Fleet Services Maint & Repair	\$	4,900	\$	-	\$	(4,900)	-100.0%	
61600	074174	Fleet Services - Liability	\$	360	\$	314	\$	(46)	-12.8%	
61600	074176	Fleet Services - GPS Monitoring	\$	270	\$	350	\$	80	29.6%	
62400	074110	GSA Mailroom Services	\$	140	\$	30	\$	(110)	-78.6%	
62450	074881	A-87 Cost Plan Roll Forward	\$	-	\$	(1,267)	\$	(1,267)		
62730	074100	Postage	\$	300	\$	68	\$	(232)	-77.3%	
63090	074301	Auditor Controller	\$	56,515	\$	87,621	\$	31,106	55.0%	
65660	074120	GSA Messenger Services	\$	3,100	\$	3,600	\$	500	16.1%	
66260	074173	Fleet Services - Fuel	\$	5,320	\$	1,930	\$	(3,390)	-63.7%	
67200	074123	GSA Salvage Disposal	\$	3,050	\$	2,860	\$	(190)	-6.2%	
		Total - Misc CAP Charges		336,470		418,378		81,908	24.3%	
53020		Unemployment Insurance	\$	6,500	\$	3,445	\$	(3,055)	-47.0%	
54000		Workers Comp Insurance	\$	95,517	\$	50,594	\$	(44,923)	-47.0%	
		Total Payroll CAP Charges		102,017		54,039		(47,978)	-47.0%	
		Total CAP Charges*		858,202		959,292		101,090	11.8%	

Stanislaus Regional 911

Fiscal Year 2026 Final Budget Allocation Detail

	2026 Final Budget Allocation Det al Services		FY 2024		FY 2025		Actuals thru + YE project	ion	FY 2026	%
ccount #	Vendor	Equipment/Services	FY 2024 Budget		F Y 2025 Budget		FY 202 YE Projec		Budget	Change Notes
63000	Mission Critical(MCS)	UPS Annual Maintenance	\$	9,100	\$	9,383	\$	9,110 \$	9,636	No long term agrmnt - increased FY 25/26 projection by county escala 2.7% rate 2.7%
63000	Dr. Jocelyn Roland	Pre-employment psych interviews	\$	9,000	\$	9,000	\$	5,000 \$	9,000	0.0% \$500 per applicant
63000	Core Psychological Corporation	Pre-employment psych interviews	\$	-	\$	-	\$	- 9	9,000	\$500 per applicant
63000	Dr. Jocelyn Roland	Counseling Services/Debriefing	\$	12,000	\$	12,000	\$ 1	2,000 \$	5 12,000	0.0% Monthly Retainer
61600	Holt of California	Maintenance generator at Mt. Oso	\$	5,000		5,000		8,271		Annual Maint increased current contract amt by county escalator rat 15.0% 2.7% for proj
63000 63000	Central Square Tait\Harris	CAD software maintenance P25 System Support Agreement	\$ \$	189,000 75,000		203,065 75,000		0,166 \$ 0,056 \$		17.2% Budgeted based on invoice 0.0% 800 MHz Radio System Support
63000	Continental Landscape	Grounds Maintenance	\$	5,000		5,000		4,635 \$		0.0% Shared with OES for 3705 Oakdale Road
63000	Avtec	Dispatch Radio System Maintenance	\$	50,000		50,921		3,997 \$		18.5% Avtec new contract quote for ScoutCare
63000	Simpson	Background Investigations	\$	20,000	\$	20,000	\$ 2	0,000 \$	20,540	2.7% Dispatcher Applicants - increased by county escalator 2.7%
63000	Rank	Background Investigations	\$	20,000	\$	20,000	\$ 1	5,000 \$	20,540	2.7% Dispatcher Applicants - increased by county escalator 2.7%
63000	Champion	Maintenance Agreement - AC units Total Contracts	\$ \$	5,000 399,100		5,000 414,369		8,500 \$		2.7% Includes minor repairs - increased by county escalator 2.7% 13.41%
05400	Ma Cal Calutiona		\$							
65100	Mo-Cal Solutions	Copier Leases Total Leases(expense)	ծ \$	6,000 6,000		6,180 6,180		5,300 \$ 5,300 \$		2.7% Adm/Ops. Lease + overage charges (2.7% county escalator) 2.70%
65300	Mt. Oso - Moeller	Lease of transmission site on Mt. Oso	\$	19,159	\$	19,734	\$ 1	8,516 \$	20,267	2.7% County Escalator Rate of 2.7%
65300	Fowler Peak-Weidhofer	Lease of transmission site on Fowler Peak		36,017		37,098		9,913 \$,	2.7% County Escalator Rate of 2.7%
		Total Real Property Leases	\$	55,176	\$	56,832	\$5	8,429 \$	58,366	2.70%
62210	Stancil\Higher Ground	Maintenance on voice recorder	\$	6,900	\$	7,107	\$	5,010 \$	5 7,299	2.7% Voice Recorder software
62210	Biddle Consulting Group	CritiCall testing Software Proxy software - internet filtering &	\$	1,400	\$	1,442	\$	6,680 \$	5 1,481	2.7% Annual support - CritiCall Testing software
62210	Wavecrest Computing	reporting	\$	900	\$	927	\$	879 \$	952	2.7% Support Current IT Network
62210	ESRI	GIS Software license	\$	4,000	\$	4,120	\$	3,475 \$	4,231	2.7% Support Current IT Network-Mapping Al-powered training, evaluation, and career development platform fo
62210	GovWorx	CommsCoach	\$	-	\$	28,500	\$ 2	8,500 \$	29,270	2.7% 911
62210	SNMP Vendor	SNMP Software (Nework Management)	\$	5,500	\$	5,665	\$	5,665	5,818	2.7% Support Current Radio Network
62210	WVMWare/BIG GREEN IT LLC	VMWare Maintenance and Support	\$	3,500	\$	3,605	\$	9,200	3,702	2.7% Support Current IT Network
62210	PowerDMS	Plan It Software	\$	3,000	\$	3,090	\$	3,387 \$	3,173	2.7% PowerFTO Subscription
62210	PowerDMS	Public Safety Solutions	\$	2,000	\$	2,060	\$	3,302 \$	5 2,116	2.7% PowerTime Subscription
62210	PowerDMS	Public Safety Solutions	\$	12,000	\$	12,360	\$	7,655	5 12,694	2.7% PowerLine & PowerPolicy Professional Subscriptions
62210	Telcion/Big Green IT	Nimble Maintenance and Support	\$	5,500		5,665		8,733 🖇		2.7% Support Current IT Network
62210	Telcion	SmartNet Renewal SR911 Security 3-year term annual	\$	1,000		1,030		4,438 \$		2.7% Support Current IT Network
62210	Telcion	payment	\$	1,300	\$	1,339	\$	5,244 🖇	5 1,375	2.7% Support Current IT Network
62210	Cisco/Telcion/Big Green IT	Annual License Renewal and Support	\$	10,200	\$	10,506	\$ 1	0,956 \$	10,790	2.7% Support Current IT Network
62210	Cisco/Telcion/Big Green IT	Cohesity Back - Ransomware Software	\$	17,000	\$	17,510	\$ 2	6,349 \$	5 17,983	2.7% Support Current IT Network
		Splunk Enterprise Term License; Software								
62210	SHI INTERNATIONAL	to archive, manage, and store firewall logs	\$	4,100	S	4,223	S	4,811 \$	6 4,941	17.0% 2.7% increase from FY25 invoice; Support Current IT Network

Stanislaus Regional 911 Fiscal Year 2026 Final Budget Allocation Detail Other Expenses/Fixed Assets

		FY 2025	FY 2024		FY 2025	F١	/ 2025 YE	FY 2026	
Account	Description	Budget	Actual	Y	TD Actual	Р	rojection	Budget	Notes:
72800	Depreciation & Amortization	\$ 400,000	\$ 325,971	\$	237,682	\$	316,909	\$ 400,000	
	Other Charges	\$ 400,000		\$	237,682	\$	316,909	400,000	

81000 Equipment	\$ 483,443 \$	438,357	\$ 183,228 \$	5	219,179 \$	147,824 See detail below
Fixed Assets	\$ 483,443 \$	438,357	\$ 183,228 \$	5	219,179	147,824

Approved Fixed Assets funded with Committed Fund Balance

- + F	initiated i unu balance				
			as of 04.30.25		
Project # Project Title	Fiscal Year	Approved	Remaining		Status
	Approved	Budget	Balance		otatus
1 CAD Switches/Routers	2023 \$	5 75,300	\$ 75,300	not started	
2 Radio Routers	2023	55,177	-	completed	
3 Batteries	2023	14,400	-	completed	
4 Microwaves	2023	277,167	-	completed	
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	-	completed	
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	-	completed	
15 Portable Radio	2024	10,800	-	completed	
16 Cohesity Backup Ransomware	2024	67,000	-	completed	
Total			\$ 147,824		

Stanislaus Regional 911 Fiscal Year 2026 Final Budget 75% for 6 Fixed Posts / 25% CAD Incidents Cost Distribution

10% Vacancy Rate Applied

Total Cost (Dispatch, Call Takers & Overhead)	\$ 11,633,487
Less 10% Vacancy Reduction	\$ (828,188)
Less Revenue and Accounting Adjustments	\$ (408,000)
Less Other Funding Sources	\$ (272,232)
Final Allocated Service Cost to 6.0 Radio Channels	\$ 10,125,067
75% Fixed Post - Cost Distribution	\$ 7,593,800
25% CAD Incidents - Cost Distribution	\$ 2,531,267

MPD Channels - 2 Fixed Posts (33.33%)	\$ 2,531,267 Post \$	% Post	Incidents	% Incidents	Incide	ent \$	FY 2026 istribution	FY 2025 Distribution	Change FY 2025
MODESTO P.D.	\$ 2,531,267	100.00% \$	138,397	45.23%	\$ 1,14	14,925	\$ 3,676,192	\$ 3,480,528	\$ 195,664
CHANNEL TOTALS	\$ 2,531,267	100.00%	138,397	45.23%	\$ 1,14	14,925	\$ 3,676,192	\$ 3,480,528	\$ 195,664
Sheriff Channels 2 Fixed Posts (33.33%)*	\$ 2,531,267 Post \$	% Post	Incidents	% Incidents	Incide	ent \$	FY 2026 istribution	FY 2025 Distribution	Change FY 2025
COUNTY SHERIFF (UNINCORPORATED)	\$ 1,487,666	58.77% \$	64,034	20.93%	\$ 52	29,738	\$ 2,017,404	\$ 1,980,327	\$ 37,077
CITY OF RIVERBANK	\$ 298,421	11.79% \$	12,845	4.20%	\$ 10	06,264	\$ 404,684	\$ 359,561	\$ 45,123
CITY OF PATTERSON	\$ 283,250	11.19% \$	12,192	3.98%	\$ 10	00,862	\$ 384,111	\$ 363,686	\$ 20,426
CITY OF WATERFORD	\$ 110,610	4.37% \$	4,761	1.56%	\$ 3	39,387	\$ 149,996	\$ 147,647	\$ 2,349
CITY OF HUGHSON	\$ 96,368	3.81% \$	4,148	1.36%	\$ 3	34,315	\$ 130,684	\$ 83,811	\$ 46,872
PROBATION*	\$ 254,953	10.07% \$	10,974	3.59%	\$ 9	90,785	\$ 345,738	\$ 321,611	\$ 24,127
CHANNEL TOTALS	\$ 2,531,267	100.00%	108,954	35.61%	\$ 90	01,351	\$ 3,432,617	\$ 3,256,644	\$ 175,974

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

ire Channels - 2 Fixed Posts (33.33% of cost)	\$ 2,531,267 Post \$	% Post	Incidents	% Incidents	Incident \$	FY 2 Distrib		2025 bution	Change FY 2025		County Subsidy	P	Agency Allocation
MODESTO FIRE**	\$ 1,425,411	56.31% \$	33,013	10.79% \$	273,109	\$ 1,6	698,520	\$ 1,622,698	\$ 75,8	321 \$	80,008	\$	1,618,51
CERES FIRE**	\$ 244,642	9.66% \$	5,666	1.85% \$	46,873	\$ 2	291,516	\$ 271,609	\$ 19,9	907 \$	124,672	\$	166,84
STANISLAUS CONSOLIDATED**	\$ 230,048	9.09% \$	5,328	1.74% \$	44,077	\$ 2	274,126	\$ 275,411	\$ (1,2	285) \$	79,055	\$	195,07
OAKDALE FIRE	\$ 99,653	3.94% \$	2,308	0.75% \$	19,094	\$	118,747	\$ 118,319	\$ 4	28 \$	-	\$	118,74
PATTERSON FIRE	\$ 86,959	3.44% \$	2,014	0.66% \$	16,661	\$	103,620	\$ 101,309	\$ 2,3	311 \$	-	\$	103,62
BURBANK-PARADISE FIRE**	\$ 49,093	1.94% \$	1,137	0.37% \$	9,406	\$	58,499	\$ 56,283	\$ 2,2	216 \$	58,499	\$	-
SALIDA FIRE**	\$ 78,928	3.12% \$	1,828	0.60% \$	15,123	\$	94,051	\$ 63,137	\$ 30,9	914 \$	94,051	\$	-
OAKDALE RURAL FIRE**	\$ 42,659	1.69% \$	988	0.32% \$	8,173	\$	50,833	\$ 54,782	\$ (3,9	949) \$	50,833	\$	-
HUGHSON FIRE**	\$ 44,559	1.76% \$	1,032	0.34% \$	8,537	\$	53,096	\$ 48,478	\$ 4,6	618 \$	18,599	\$	34,49
WEST STANISLAUS FIRE**	\$ 46,761	1.85% \$	1,083	0.35% \$	8,959	\$	55,720	\$ 54,582	\$ 1, ²	38 \$	55,720	\$	-
KEYES FIRE**	\$ 39,334	1.55% \$	911	0.30% \$	7,536	\$	46,871	\$ 44,876	\$ 1,9	95 \$	46,871	\$	-
NEWMAN FIRE	\$ 42,011	1.66% \$	973	0.32% \$	8,049	\$	50,061	\$ 44,126	\$ 5,9	35 \$	-	\$	50,06
TURLOCK RURAL **	\$ 21,286	0.84% \$	493	0.16% \$	4,078	\$	25,365	\$ 24,214	\$ 1, ²	51 \$	25,365	\$	-
WOODLAND FIRE**	\$ 27,547	1.09% \$	638	0.21% \$	5,278	\$	32,825	\$ 29,117	\$ 3,7	' 08 \$	32,825	\$	-
DENAIR FIRE**	\$ 24,525	0.97% \$	568	0.19% \$			29,224	\$ 29,117		07 \$			-
WESTPORT FIRE**	\$ 16,235	0.64% \$	376	0.12% \$	3,111	\$	19,345	\$ 14,108	\$ 5,2	237 \$	19,345	\$	-
MTN VIEW FIRE**	\$ 11,615	0.46% \$	269	0.09% \$	2,225	\$	13,840	\$ 11,307	\$ 2,5	533 \$	13,840	\$	-
CHANNEL TOTALS	\$ 2,531,267	100.00%	58,625	19.16% \$	484,991	\$3,0	016,257	\$ 2,863,473	\$ 152,	'84 \$	728,907	\$	2,287,35
al CAD Incidents			305,976	100.00%				9,600,645		\$	728,907		2,287,35
Grand Totals	\$ 7,593,800		305,976	100.00% \$	2,531,267	\$ 10, [,]	125,067	\$ 9,600,645	\$ 524,4	22 \$	728,907	\$	2,287,35

** Receives County subsidy

Agency Description	FY 23-24	FY 22-23	FY 21-22	FY 20-21	FY 19-20	FY 18-19	FY 17-18	FY 16-17
MPD Incident Counts								
MODESTO P.D.	138,397	133,465	116,312	134,600	147,282	143,221	165,247	158,039
	138,397	133,465	116,312	134,600	147,282	143,221	165,247	158,039
Showiff/Contracted Accurates Incidents								
Sheriff/Contracted Agencies Incidents	64.024	64 240	50.010	c2.000	70.420	C7 1 C A	72 4 4 6	75 646
COUNTY SHERIFF (UNINCORPORATED)	64,034	64,340	59,016	62,066	70,136	67,164	72,146	75,616
CITY OF RIVERBANK	12,845	11,682	10,554	10,769	12,235	12,371	14,795	14,442
CITY OF PATTERSON	12,192	11,816	11,172	12,305	14,091	13,678	15,625	15,729
CITY OF WATERFORD	4,761	4,797	3,602	4,667	5,805	5,609	5,462	5,452
CITY OF HUGHSON	4,148	2,723	2,158	2,754	3,389	3,436	3,666	4,620
PROBATION	10,974	10,449	9,925	12,763	12,394	15,020	15,281	16,974
	108,954	105,807	96,427	105,324	118,050	117,278	126,975	132,833
Fire Districts Incidents								
MODESTO FIRE	33,013	32,435	32,034	30,528	31,367	33,613	20 694	28,163
CERES FIRE	•	•				•	29,684	5,429
STANISLAUS CONSOLIDATED	5,666	5,429	5,768	5,538	5,318	5,460	5,588	
	5,328	5,505	5,493	5,217	4,903	5,403	5,010	4,733
OAKDALE FIRE	2,308	2,365	2,278	2,166	1,887	2,038	1,962	1,892
PATTERSON FIRE	2,014	2,025	1,985	1,977	1,853	1,859	1,744	1,742
BURBANK-PARADISE FIRE	1,137	1,125	1,359	1,270	1,350	1,383	1,359	1,284
	1,828	1,262	1,858	1,781	1,744	1,788	1,572	1,527
OAKDALE RURAL FIRE	988	1,095	1,186	1,095	969	969	1,007	982
HUGHSON FIRE	1,032	969	1,048	894	913	964	878	833
WEST STANISLAUS FIRE	1,083	1,091	1,107	1,137	1,105	1,047	1,113	1,007
KEYES FIRE	911	897	880	946	902	834	873	823
NEWMAN FIRE	973	882	797	857	795	747	716	714
TURLOCK RURAL	493	484	557	536	475	520	506	493
WOODLAND FIRE	638	582	547	522	507	590	482	467
DENAIR FIRE	568	582	548	551	531	496	433	375
WESTPORT FIRE	376	282	363	294	276	337	282	271
MTN VIEW FIRE	269	226	260	296	307	287	201	216
	58,625	57,236	58,068	55,605	55,202	58,335	53,410	50,951
	305,976	296,508	270,807	295,529	320,534	318,834	345,632	341,823

Stanislaus Regional 911

Fire Agency Populations and Cost Allocation Subsidies

Incorporated/Unincorporated Populations

Actual Subsidies

	Population						I	FY 2025	Final Bu	dget		FY 2026 Final Budget							Net Impact				
Service Partners	Total Count	Incorpo Count	rated %	Unincorp Count	orated %		Total \$	Funded by Ci \$	ty/Agency %	Funded by \$	y County %		Total \$	Fund	led by City// \$	Agency %	Funded by C \$	County %		Total Ci \$	ty/Agency \$	County \$	
MODESTO FIRE	209,852	199,967	95.3%	9,885	4.7%	\$	1,622,698	\$ 1,546,261	95.3% \$	76,437	4.7%	\$	1,698,520	\$	1,618,511	95.3% \$	80,008	4.7%	\$	75,821 \$	72,250 \$	3,572	
CERES FIRE*	54,335	40,417	74.4%	13,918	25.6%	\$	271,609	\$ 152,036	56.0% \$	119,573	44.0%	\$	291,516	\$	166,844	57.2% \$	124,672	42.8%	\$	19,907 \$	14,808 \$	5,099	
STANISLAUS CONSOLIDATED	46,444	33,050	71.2%	13,394	28.8%	\$	275,411	\$ 195,985	71.2% \$	79,426	28.8%	\$	274,126	\$	195,071	71.2% \$	79,055	28.8%	\$	(1,285) \$	(915) \$	(371)	
OAKDALE FIRE*	20,675	20,675	100.0%	-	0.0%	\$	118,319	\$ 118,319	100.0% \$	-	0.0%	\$	118,747	\$	118,747	100.0% \$	-	0.0%	\$	428 \$	428 \$	-	
PATTERSON FIRE	20,413	20,413	100.0%	-	0.0%	\$	101,309	\$ 101,309	100.0% \$	-	0.0%	\$	103,620	\$	103,620	100.0% \$	-	0.0%	\$	2,311 \$	2,311 \$	-	
BURBANK-PARADISE FIRE	8,349		0.0%	8,349	100.0%	\$	56,283	\$-	0.0% \$	56,283	100.0%	\$	58,499	\$	-	0.0% \$	58,499	100.0%	\$	2,216 \$	- \$	2,216	
SALIDA FIRE	19,166	-	0.0%	19,166	100.0%	\$	63,137	\$-	0.0% \$	63,137	100.0%	\$	94,051	\$	-	0.0% \$	94,051	100.0%	\$	30,914 \$	- \$	30,914	
OAKDALE RURAL FIRE	9,652		0.0%	9,652	100.0%	\$	54,782	\$-	0.0% \$	54,782	100.0%	\$	50,833	\$	-	0.0% \$	50,833	100.0%	\$	(3,949) \$	- \$	(3,949)	
HUGHSON FIRE	10,220	6,640	65.0%	3,580	35.0%	\$	48,478	\$ 31,497	65.0% \$	16,982	35.0%	\$	53,096	\$	34,497	65.0% \$	18,599	35.0%	\$	4,618 \$	3,000 \$	1,618	
WEST STANISLAUS FIRE	7,803		0.0%	7,803	100.0%	\$	54,582	\$-	0.0% \$	54,582	100.0%	\$	55,720	\$	-	0.0% \$	55,720	100.0%	\$	1,138 \$	- \$	1,138	
KEYES FIRE	10,936	-	0.0%	10,936	100.0%	\$	44,876	\$-	0.0% \$	44,876	100.0%	\$	46,871	\$	-	0.0% \$	46,871	100.0%	\$	1,995 \$	- \$	1,995	
NEWMAN FIRE*	10,244	10,244	100.0%	-	0.0%	\$	44,126	\$ 44,126	100.0% \$		0.0%	\$	50,061	\$	50,061	100.0% \$	-	0.0%	\$	5,935 \$	5,935 \$	-	
TURLOCK RURAL	5,038	-	0.0%	5,038	100.0%	\$	24,214	\$-	0.0% \$	24,214	100.0%	\$	25,365	\$	-	0.0% \$	25,365	100.0%	\$	1,151 \$	- \$	1,151	
WOODLAND FIRE	4,699		0.0%	4,699	100.0%	\$	29,117	\$-	0.0% \$	29,117	100.0%	\$	32,825	\$	-	0.0% \$	32,825	100.0%	\$	3,708 \$	- \$	3,708	
DENAIR FIRE	9,423	-	0.0%	9,423	100.0%	\$	29,117	\$-	0.0% \$	29,117	100.0%	\$	29,224	\$	-	0.0% \$	29,224	100.0%	\$	107 \$	- \$	107	
WESTPORT FIRE	2,726		0.0%	2,726	100.0%	\$	14,108	\$-	0.0% \$	14,108	100.0%	\$	19,345	\$	-	0.0% \$	19,345	100.0%	\$	5,237 \$	- \$	5,237	
MTN VIEW FIRE	2,398	-	0.0%	2,398	100.0%	\$	11,307	\$ -	0.0% \$	11,307	100.0%	\$	13,840	\$	-	0.0% \$	13,840	100.0%	\$	2,533 \$	- \$	2,533	
Total Fire	452,373	331,406	73.3%	120,967	26.7%	\$	2,863,473	\$ 2,189,533	76.5% \$	673,940	23.5%	\$	3,016,257	\$ 2	,287,350	75.8% \$	728,907	24.2%	\$	152,784 \$	97,817	54,967	

*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 He 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.