



## North Orange County Cities Joint Powers Authority

**Established Date:** November 1, 2016

**Amended Date:** N/A

**Members:** City of Brea, County of Los Angeles and County of Orange

### **Purpose:**

The purpose of the Authority is to provide quality municipal services to the parties and their residents while increasing cost-effectiveness by pooling the Parties' resources when it is most efficient. The Authority shall have the power to perform all acts necessary in the exercise of these common powers to develop and implement its objectives, including but not limited to some of the following specific powers:

- a) To make and enter into contracts, including intergovernmental contracts;
- b) To incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Party except as otherwise provided in this Agreement or in a separate writing signed by both Parties;
- c) To hire Authority employees;
- d) To acquire real and personal property (or partial interests therein), including a public capital improvement, by purchase, gift, lease, or eminent domain, and to hold, own, manage, maintain, and dispose of such property;
- e) To apply for, accept, receive, collect, invest, administer, and disburse moneys, grants, loans, or other aid from any public or private entity or person, provided that the Authority shall not have the power to impose or collect any tax;
- f) To sue and be sued in its own name;
- g) To receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- h) To execute and deliver certificates of participation, issue revenue bonds, and issue other forms and evidence of indebtedness and grant security interests, as provided by law;

**JOINT EXERCISE OF POWERS AGREEMENT  
FOR THE  
NORTH ORANGE COUNTY CITIES JOINT POWERS AUTHORITY**

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into by and between the City of Brea and the City of Fullerton, each a “Party” and collectively, the “Parties,” as of the date it has been executed by both Parties (“Effective Date”).

**PREAMBLE**

WHEREAS, each Party hereto is a municipal corporation, organized and existing under the laws of the State of California, and is authorized and empowered to contract for the joint exercise of powers and to jointly exercise any power common to the Parties under the Joint Exercise of Powers Act, California Government Code Section 6500 *et seq.*, as now or hereafter amended (the “Act”);

WHEREAS, each Party seeks to enhance the municipal services provided to its citizens while increasing efficiency and cost savings;

WHEREAS, each Party sees the benefit of intergovernmental cooperation and collaboration in furtherance of these goals and has determined that it is in that Party’s best interest and in the public’s interest that this Agreement be executed and that the Party participate in the joint powers authority created herein;

WHEREAS, the Parties desire to establish a joint powers authority to provide a vehicle for the development of creative, innovative, practical, and cost effective programs to better provide municipal services;

WHEREAS, Senate Bill 1251 and Assembly Bill 1783 were chaptered and on September 28, 2014, and Senate Bill 354 was chaptered on August 10, 2015, which together and in relevant part authorized a joint powers authority formed by the cities of Brea and Fullerton on or after January 1, 2013, to provide employees who are not new members under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) with the defined benefit plan or formula that was received by those employees from their prior respective employers under conditions specified by legislation; and

WHEREAS, collaboration between the Cities of Brea and Fullerton over the past six (6) years has demonstrated the real and potential benefits of shared municipal services.

NOW, THEREFORE, and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Parties agree as follows:

**AGREEMENT**

**1. Creation of the Authority**

The Parties hereby create a joint powers authority that is named the North Orange County Cities Joint Powers Authority (the “Authority”). The Authority shall be a public entity separate

and apart from the Parties. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Party.

## **2. Purpose of the Authority**

The purpose of the Authority is to provide quality municipal services to the Parties and their residents while increasing cost-effectiveness by pooling the Parties' resources when it is most efficient to do so.

## **3. Objectives of this Agreement**

The objectives of this Agreement are to establish the Authority, to provide for its governance and administration, and to define the rights and obligations of the Parties. This Agreement authorizes, but does not require, the Authority to provide any category of municipal service that the Parties agree can be efficiently and effectively provided by the Authority. Each category of municipal service that the Authority provides is referred to herein as a "Function."

## **4. Powers of the Authority**

a. The Authority shall have the powers common to the Parties to carry out the purposes set forth in this Agreement. Except as otherwise authorized or permitted by the Act and for the purposes of, and to the extent required by, Government Code Section 6509, the Authority is subject to the restrictions on the manner of exercising the powers of the Parties with the intent that the laws governing general law cities, as opposed to other agencies, shall apply to the Authority.

b. The Authority shall have the power to perform all acts necessary in the exercise of these common powers to develop and implement its objectives, including but not limited to the following specific powers:

1. To make and enter into contracts, including intergovernmental contracts;
2. To incur debts, liabilities, and obligations, provided that no debt, liability, or obligation of the Authority is a debt, liability, or obligation of any Party except as otherwise provided in this Agreement or in a separate writing signed by both Parties;
3. To hire Authority employees;
4. To acquire real and personal property (or partial interests therein), including a public capital improvement, by purchase, gift, lease, or eminent domain, and to hold, own, manage, maintain, and dispose of such property;
5. To apply for, accept, receive, collect, invest, administer, and disburse moneys, grants, loans, or other aid from any public or private entity or person, provided that the Authority shall not have the power to impose or collect any tax;
6. To sue and be sued in its own name;

7. To receive contributions and donations of property, funds, services, and other forms of assistance from any source;

8. To execute and deliver certificates of participation, issue revenue bonds, and issue other forms and evidence of indebtedness and grant security interests, as provided by law;

9. To provide for risk pooling, financing, sharing, and purchasing in any manner permitted under Government Code Sections 990, 990.4 and 990.8 or any other provision of law;

10. To assign, delegate, or contract with person or persons to perform any of the rights and duties of the Authority, including but not limited to acting as administrator for the Authority;

11. To dispose of, divide, or distribute any property acquired by the Authority upon termination of this Agreement;

12. To form any public benefit and non-profit corporation or other affiliated entity to carry out the purposes of the Authority, as permitted by law; and

13. To exercise all other powers necessary and proper to carry out the provisions of this Agreement, with the exception of the ability to tax, which the Parties expressly do not intend to jointly exercise.

## **5. Limitation on Liability for Debts and Obligations**

The Authority shall be a public entity separate and apart from the Parties. Under Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority do not constitute the debts, liabilities, or obligations of either Party to this Agreement except as otherwise set forth herein. Either Party may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Authority. Notwithstanding any other provision of this Agreement, the Authority shall not levy any fee, assessment, or charge against a Party without that Party's prior express consent.

## **6. Board of Directors**

a. Governing Body. The governing body of the Authority is the Board of Directors (the "Board"), which shall be comprised of four Directors. All powers of the Authority shall be exercised by the Board or delegated by the Board in accordance with the provisions herein.

b. Appointment. Each Party shall appoint by resolution two Directors from among the members of its respective City Council. Only persons who are current members of the Parties' respective City Councils shall serve as Directors. Initial appointments to the Board shall be made as soon as is practical following formation of the Authority. Subsequent appointments shall be made as soon as practical following the vacancy of any Board position.

c. Alternates. Each Party shall appoint one of the members of its City Council who has not been appointed to serve as a Director to serve as an Alternate Director (an "Alternate"). An Alternate shall serve on the Board only in the absence of either of the Directors appointed by the same Party as the Alternate.

d. Withdrawal. Any Director or Alternate may withdraw from the Board or position as an Alternate upon written notice to both the Board and the City Council that appointed him or her.

e. Removal. Any Director or Alternate may be removed from the Board: (i) without cause, upon resolution of the City Council that appointed him or her; or (ii) immediately upon disqualification or removal from public office.

f. Compensation. Directors and Alternates shall not receive any compensation for their service from the Authority, but shall be entitled to the reimbursement by the Authority of any actual and necessary expenses incurred in the performance of their official duties for the Authority.

g. Chair and Vice-Chair. The Board shall elect a Chair and Vice Chair from among its members. The Chair and Vice Chair shall not be members of the same City Council. The manner of election and term of office of the Chair and Vice Chair and their authority and responsibilities shall be as set forth in the Authority Bylaws. If a Chair or Vice Chair ceases to be a Director, the resulting vacancy shall be filled as provided in the Authority Bylaws.

## **7. Authority Functions**

a. Purposes. The Authority shall establish programs to provide municipal service functions ("Functions") that are within the powers of general law cities in the State of California. Authority Functions may include, but shall not be necessarily limited to, the following:

1. Animal field services, such as and related to responding to calls for service regarding stray animals, barking, and violations of anti-cruelty regulations, and reports of abuse, neglect, or abandonment.

2. Fire operations, such as and related to providing programs and services designed to protect the lives and property of the Parties' residents, businesses, and visitors from the adverse effects of fires, natural disasters, sudden medical emergencies, or exposure to dangerous conditions.

3. Fleet maintenance, such as and related to managing, acquiring, cycling, maintaining, fueling, and repairing the Parties' municipal vehicle service fleets such as fire service fleet vehicles, police service fleet vehicles, public works fleet vehicles, and general municipal fleet vehicles.

4. Recruitment services such as or related to outreach to applicants for employment, application processing, applicant screening, interview process management, and identification of eligible candidates for positions within the Authority or for either of the Parties.

5. Street sweeping services such as and related to cleaning streets and parking facilities owned or controlled by either of the Parties.

6. Tree trimming services such as or related to maintenance and replacement of trees located in the urban forests owned or controlled by either of the Parties.

b. Establishment. The Authority may establish any Function upon adoption of operational procedures and funding requirements, provided that the Authority shall not establish any Function unless and until the City Councils of both Parties adopt a joint resolution (a "Joint Resolution") transferring the services included in the Function to the Authority. Each Joint Resolution shall set forth the Parties' mutual consent and respective commitments to funding and participating in the Function for the time period established therein. Upon adoption by both Parties, each Joint Resolution shall be attached as an Exhibit to this Agreement and incorporated herein as though set forth in full.

c. Termination. Each Function shall terminate in accordance with the terms set forth in the applicable Joint Resolution or upon withdrawal of either Party from the Function as provided in this paragraph. Either Party may withdraw from any Function prior to the termination date set forth in the applicable Joint Resolution upon written notice to both the Board and the other Party, provided that such withdrawal shall not relieve the withdrawing Party of its commitments under the applicable Joint Resolution unless the Parties agree otherwise in writing regarding the terms and conditions of withdrawal, including, but not necessarily limited to, the effective end of service dates and settlement of the Parties' respective financial obligations for the Function being terminated by the withdrawal.

d. Default. A Party's refusal or failure to fulfill its obligation under a Joint Resolution shall constitute an Event of Default under Section 13 of this Agreement.

## 8. Meetings

a. The Board shall hold regular meetings at such place and time as the Board may establish in the Bylaws or by resolution, but shall not meet less frequently than one (1) time per year. The Board may hold special meetings as needed to carry out the purposes and objectives of the Authority. Meetings of the Board will be held in compliance with the Ralph M. Brown Act, Government Code Section 54940 *et seq.*

b. The Chair will preside at Board meetings and in the absence of the Chair, the Vice Chair will preside. In the absence of the Chair and Vice Chair at a Board meeting, the Board Directors present shall appoint a Chair Pro Tem by a majority vote to preside at that meeting.

c. A quorum of the Board shall consist of the presence of the majority of Board Directors. A majority of the quorum voting in the affirmative is necessary for the Board to take action. Each Board Director shall have one vote regarding all general Board decisions.

## 9. Committees

a. City Manager Advisory Committee. There shall be established a City Manager Advisory Committee (CMAC) comprised of the City Manager of each Party, which shall advise

the executive level manager of each Function and make recommendations to the Board regarding the annual budget, any five-year capital improvement plan, and any other matters as directed by the Board.

b. Other Committees. The Board may create such permanent or ad hoc advisory committees as it deems necessary or convenient to advise the Board or implement the purposes of the Authority. All committees established by the Board shall have a stated purpose and shall remain in existence until dissolved by the Board. The Board shall appoint qualified persons to such committees and each appointee shall serve at the pleasure of the Board. Unless otherwise provided by law, this Agreement, the Bylaws, or Board direction, committees may be composed of Board Directors, any other persons, or both.

## **10. Authority Administration**

a. Appointed Offices. The Board shall appoint individuals to serve in the offices of Treasurer, Auditor, and Secretary from among the employees of either Party. Any person so appointed by the Board shall remain an employee of his or her respective Party. No express or implied contract between the Authority and either or both of the Parties shall exist as a result of either this paragraph or any appointment made pursuant to this paragraph.

1. Treasurer. Only the treasurer of either Party or other qualified financial officers of either Party shall be eligible to serve as the Treasurer of the Authority. The Treasurer shall serve at the pleasure of the Board, shall be the depository and have custody of all of the money of the Authority, and shall perform all of the acts required by Government Code Sections 6505 and 6506.5. The Treasurer will receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.

2. Auditor. The Auditor shall serve at the pleasure of the Board and shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Authority receipts, disbursements, other transactions, and entries into the books. A report of the financial audit shall be filed as a public record with each Party. The Auditor shall file the audit no later than required by State law. The Authority shall pay the cost of the financial audit in the same manner as other administrative costs.

3. Secretary. The Secretary shall serve at the pleasure of the Board and shall serve as the Authority for all necessary purposes of the Authority and such other purposes as the Authority deems convenient for the Authority.

### **b. Other Offices and Employees.**

1. Officers. The Board may create offices and appoint individuals to such offices and positions as it considers either necessary or convenient to carry out the purposes of this Agreement.

2. Employees. At any time, the Board may decide to hire employees for the Authority, who shall be paid directly by and shall report to the Authority rather than paid by and reporting to any Party. It shall be within the discretion of the Board to determine the number of

Authority employees and their positions, salaries, benefits, and terms and conditions of employment.

## **11. Fiscal Administration**

a. Initial Funding. On or before January 15, 2017, each Party shall transfer to the Authority a sum of \$15,000, which the Board shall use for the establishment of Authority operations pursuant to this Agreement.

b. Ongoing Funding. In addition to any funds derived from grants or other sources, the Parties shall contribute the funds necessary to carry out the purposes and powers of the Authority, consistent with all Joint Resolutions, the Authority's adopted budget, and any cost-sharing agreements between the Parties.

c. Fiscal Year. The first fiscal year of the Authority is the period from the date of this Agreement through June 30, 2017. Each subsequent fiscal year of the Authority begins on July 1st and ends on June 30th.

d. Annual Budget. Subsequent to the first fiscal year as set forth above, the Board shall adopt an annual budget and allocation schedule no later than 30 days prior to the beginning of each Fiscal Year. Nothing in this Section shall prevent the Authority from approving a two-year budget. In the event the Board fails to timely approve a budget due to a tied vote or any other reason, then the prior year's annual budget shall automatically continue in effect – with a cost of living adjustment for expenditures to reflect the prior year's change in the Consumer Price index for all Urban Consumers for the western urban area as of April 1 as reported by the U.S. Bureau of Labor Statistics – until the Board adopts a new, superseding budget.

e. Accounting. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with all provisions of law relating to the establishment and administration of funds, including, but not limited to, Section 6505 of the Government Code. The funds will be accounted for on a full accrual basis.

## **12. Termination of the Agreement and Dissolution of the Authority**

This Agreement may only be terminated and the Authority dissolved upon the Parties' written, mutual agreement (the "Dissolution Agreement") through their respective City Councils. The Dissolution Agreement shall require that any surplus money that remains upon dissolution shall be returned to the Parties in proportion to their respective contributions to the Authority and must also provide for the utilization, distribution, transfer, and/or assignment of the funds, asset, and property of the Authority and the transfer and assignment of the rights, liabilities, and obligations of the Authority. The Authority shall not be dissolved until all debts and liabilities of the Authority have been discharged or assumed in accordance with this Agreement and the Dissolution Agreement. With respect to any debts, liabilities, or obligations regarding retirement contract obligations of the Authority, the Parties shall meet and confer with the California Public Employees' Retirement System (CalPERS) prior to finalizing the Dissolution Agreement. This Agreement shall not be terminated and the Authority shall not be dissolved during the term of any outstanding Authority bond, certificate or participation, or other indebtedness (collectively "indebtedness"), unless: (i) the indebtedness is first paid off in full before the effective date of



the termination and dissolution; or (ii) the indebtedness is assigned to and assumed by one or both of the Parties or a responsible successor entity and there is alternative security for the indebtedness in a form and manner approved by bond counsel selected by the Authority as lawful and adequately protecting the interests of any holders of evidence of indebtedness of the Authority.

### **13. Event of Default**

A Party's failure to comply with any provision of this Agreement or any Joint Resolution adopted pursuant to this Agreement that has a material and adverse effect on any the other Party shall constitute an Event of Default under this Agreement; except that the defaulting Party shall first have a period of thirty (30) days following receipt of notice from the other Party of such failure to comply to cure such failure, or if such cure cannot be effected with such thirty (30) day period, such period will extend for a total of sixty (60) days, so long as the defaulting Party is diligently trying to cure the failure throughout such period and such failure does not materially adversely impact the implementation of the Authority's programs.

### **14. Dispute Resolution**

The Parties shall use their best efforts to settle any dispute, claim, question or disagreement arising from or relating to this Agreement or to the interpretation of this Agreement ("Dispute"). To that end, representatives of the Parties shall consult and negotiate with each other in good faith and, recognizing the mutual interests of the Parties, attempt to reach a just and equitable solution satisfactory to all Parties. If the representatives of the Parties do not reach such a solution within a period of thirty (30) days after their first meeting regarding a Dispute, then the Parties shall convene a meeting of the Board within sixty (60) days after the first meeting of the Party representatives regarding a Dispute and request that the Board settle the Dispute at the meeting. If the Board does not settle the Dispute at that Board meeting or within seven (7) calendar days after that Board meeting, either Party may request a voluntary mediation of the Dispute to be held within thirty (30) days after the request for mediation. If mediation is not requested or is unsuccessful, either Party may pursue any and all legal and equitable remedies that may be available. A Party who disputes any amount it is to pay to the Authority or the other Party in connection with this Agreement shall first pay the disputed amount to the Authority or other Party under protest before commencing Dispute resolution under this Section. The respective costs of each Party for resolving any Dispute shall be borne by the individual Parties, not the Authority.

### **15. Force Majeure**

A Party shall not be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies, or other cause without fault and beyond the reasonable control of such Party ("Force Majeure"). If any such events shall occur, the time for performance by either Party of any of its obligations under this Agreement will be extended by the Parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected Party shall promptly notify the other

Parties Party of such Force Majeure event, provide reasonable details relating to such Force Majeure event, and implement reasonable mitigation measures

## **16. Insurance**

The Authority shall procure, carry, and maintain in full force and effect at all times during the term of this Agreement, at its sole cost and expense, and until the termination of this Agreement, insurance coverage, which shall be maintained with insurers and under forms of policies approved by the Board. The Board shall establish insurance requirements in the Bylaws or by resolution.

## **17. Defense and Indemnity**

a. Except as otherwise set forth in this Agreement, the Authority shall defend, indemnify, and hold harmless each Party and each of their officials, officers, agents, and employees (collectively, the "Indemnitees of the Authority"), from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description that directly or indirectly arises from the performance of any of the activities of the Authority undertaken pursuant to this Agreement. The Authority shall reimburse the Indemnitees of the Authority for any reasonable court costs and attorneys' fees that the Indemnitees of the Authority may incur as a result of such action. Indemnitees of the Authority may, at their sole and absolute discretion, participate in the defense undertaken by the Authority or retain separate counsel whose attorneys' fees and costs shall be paid by the Authority.

b. Each Party shall defend, indemnify, and hold harmless, the Authority and the other Party, and their respective officials, officers, agents, and employees (collectively "Indemnitees of the Party") from all claims, losses, damages, costs, injury, and liability of every kind, nature, and description that directly or indirectly arises from the performance of any of the activities of the indemnifying Party undertaken pursuant to this Agreement. The indemnifying Party shall reimburse the Indemnitees of the Party for any reasonable court costs and attorneys' fees that the Indemnitees of the Party may incur as a result of such action. Indemnitees of the Party may, at their sole and absolute discretion, participate in the defense undertaken by the indemnifying Party or retain separate counsel whose attorneys' fees and costs shall be paid by the indemnifying Party.

c. All duties of the Authority and the Parties under this Section shall survive termination of this Agreement.

## **18. Successors and Assigns**

The terms and conditions of this Agreement inure to the benefit of and will be binding upon the Parties and their respective representatives, successors and permitted assigns.

## **19. Notices**

a. All notices required or permitted under this Agreement must be in writing and will be deemed delivered to the following addresses: (i) when delivered in person; (ii) on the third day after mailing, if mailed, postage prepaid, by registered or certified mail (return receipt

requested); (iii) on the day after mailing if sent by a nationally recognized overnight delivery service which maintains records of the time, place, and recipient of delivery; or (iv) if emailed, upon receipt of a confirmed transmission:

If to City of Brea:                      City of Brea  
1 Civic Center Circle  
Brea, California 92821  
Attention: City Manager  
cmadmin@cityofbrea.net

With a copy to:                              City of Brea  
1 Civic Center Circle  
Brea, California 92821  
Attention: City Attorney

If to City of Fullerton                      City of Fullerton  
303 W. Commonwealth Avenue  
Fullerton, California 92832  
Attention: City Manager  
CityManager@ci.fullerton.ca.us

With a copy to                                City of Fullerton  
303 W. Commonwealth Avenue  
Fullerton, California 92832  
Attention: City Attorney

b.        Either Party may change its address for notification by notifying the other Party in writing of such change.

c.        Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service

## **20.    Headings**

The headings in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Agreement or in any way affects this Agreement.

## **21.    Severability**

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

**22. Entire Agreement**

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral.

**23. Amendments**

This Agreement will not be amended in any manner, including but not limited to the addition of any new party or parties to this Agreement, except by an instrument in writing executed by each of the Parties or their respective successors in interest.

**24. Interpretation**

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises. This Agreement is to be construed as if the Parties had drafted it jointly, as opposed to be construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

**25. Governing Law; Venue**

This Agreement is to be governed by and construed according to the laws of the State of California. The venue for all disputes involving this Agreement shall be the County of Orange.

**26. Assignment**

No Party may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Party has a right, claim or title to any part, share, interest, fund or asset of the Authority. However, nothing in this Section prevents the Authority from assigning any interest or right it may have under this Agreement to a third party.

**27. Representations and Warranties**

No representations or warranties are made or have been relied upon by either Party other than those expressly set forth in this Agreement, if any.

**28. Waiver**

The waiver at any time by any Party of its rights with respect to any matter connected to this Agreement shall not be deemed a waiver wither respect to any subsequent matter.

**29. Cooperation**

The Parties shall fully cooperate with each other in conjunction with this Agreement and act reasonably in the exercise of any discretion to assure that they all continue to benefit from the Authority. Each Party to this Agreement shall execute and deliver to the other all instruments and documents as may be reasonably necessary to carry out this Agreement to provide and

secure to each Party the full and complete enjoyment of its rights and privileges under this Agreement.

**30. Agreement Not for Benefit of Third Parties**

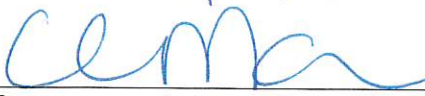
This Agreement will not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties will have any right of action under this Agreement for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by any Party will be deemed conclusively to be for the direct protection and benefit of the inhabitants and property within the jurisdiction of such Party. No person or entity, other than the Parties and their permitted successors and assigns, is authorized to enforce the provisions of this Agreement.

**31. Counterparts**

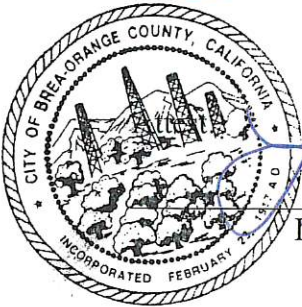
This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.


**The Parties hereby execute this Joint Exercise of Powers Agreement as of the Effective Date.**

**CITY OF BREA**


Dated: 11/21/14  


Christine Marick  
Mayor of Brea




  
Lillian Harris-Neal  
Brea City Clerk

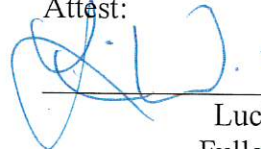
Approved as to form:

  
James L. Markman  
Brea City Attorney

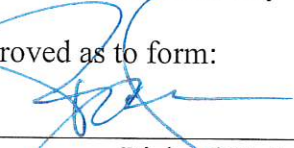
**CITY OF FULLERTON**

Dated:   
11/1/14

Jennifer Fitzgerald  
Mayor of Fullerton

Attest:   
Lucinda Williams  
Fullerton City Clerk

Approved as to form:

  
Richard D. Jones  
Fullerton City Attorney