

# **FIRST AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT**

## **ORANGE COUNTY FIRE AUTHORITY**

This First Amendment ("Amendment") to the Amended Joint Powers Authority Agreement (herein referred to as "Agreement"), effective July 1, 2010, is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("Authority").

### **RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and Cities had entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of

Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the parties and is incorporated herein by reference; and

WHEREAS, the members wish to amend the 1999 Amended Agreement as set forth below and extend all other unamended terms of said Agreement.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

### **AGREEMENT**

1. *Article IV, Sections 3.B., C. and E. are amended to read as follows:*

"B. Cash Contract Cities. As part of its annual budget process, the Authority shall determine the amounts owing from cash contract Cities. This amount shall be referred to as the "Service Charge." It shall consist solely of the annual cost for operational services (i.e., General Fund costs) consistent with the cost calculation methodology in place on the Effective Date of the Authority, or such later date as a cash contract City became a member, and will include the annual percentage change in the

cost of fire system operations. This amount shall be subject to the cap set forth in 3.E. below. The Service Charge shall not include any of the following: (1) the amortized installments of the 2010 Shortfall set forth and defined in Article IV, Section 3.B.; (2) facilities maintenance costs, as defined in Article VI, Section 1.C.; (3) vehicle replacement costs, as defined in Article VI, Section 1.D.; and (4) the Five-Year Shortfall in excess of seven and one half percent (7.5%) owed by any City as set forth in Article IV, Section 3.F. only in the first year that such payment is owed. Notwithstanding the foregoing, the cost calculation methodology shall include the cost of any proportional share of any long term debt repayment obligations. Cash contract Cities shall be billed quarterly and in arrears for services after services have been performed and such amounts are due and payable within thirty (30) days from receipt of a billing therefor.

Additionally and irrespective of the cap set forth in Article IV, Section 3.E., each cash contract City shall pay the "2010 Shortfall." The "2010 Shortfall" is the difference between the actual Authority cost of operational services to the respective cash contract City for fiscal year 2009/2010 and the capped cost of those services. Beginning July 1, 2010, each cash contract City shall pay its 2010 Shortfall by means of equal quarterly payments that will be amortized over the period of July 1, 2010 to June 30, 2020.

C. Participation in Maintenance and Replacement Programs. In addition to the cost calculation methodology set forth in Section B. above, and irrespective of the cap set forth in E. below, cash contract Cities shall pay (1) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI,

Section 1.C., and (2) the cost of participation in the Authority's vehicle replacement / depreciation program as set forth in Article VI, Section 1.D.

\* \* \*

E. Cap on Annual Adjustments. Except for the costs excluded from the Service Charge as set forth in Article IV, Section 3.B. and the costs set forth in Article IV, Section 3.H. and Article VI, Section 1.B., no annual cost adjustment to the Service Charge shall exceed four and one half percent (4.5%) of the annual cost for operational services provided to the City for the preceding year. In any year in which the actual cost increase for operational services exceeds four and one half percent (4.5%), the excess amount shall be recorded (i.e., banked) and paid in a subsequent year in which the Service Charge cost adjustment is less than the four and one half percent (4.5%) cap. If only a portion of this excess amount can be paid in one year while remaining under the four and one half percent (4.5%) cap for that year, the remainder shall be carried over from year to year until it is paid in its entirety.”

2. *Article IV, Sections 3.E.(1) and (2) are deleted.*

3. *Article IV, Section 3. F. shall be replaced with the following:*

"F. Modifications to the Service Charge. Beginning with fiscal year 2014/2015, and every five years thereafter, data will be compiled to review the actual

Authority cost for operational services for that fiscal year compared to the capped Service Charge for each cash contract City for that year. The difference between these amounts shall be referred to as the "Five-Year Shortfall."

The data will be reviewed and analyzed jointly by the City Managers' Technical Advisory Committee and City Managers' Budget & Finance Committee to confirm the amount of the Five-Year Shortfall, if any, and to determine whether that amount has exceeded the percentage thresholds set forth below which would in turn trigger an adjustment of the Service Charge. If, after reviewing the data which has been compiled, the joint Committees and the Authority cannot agree on the calculations or the data used to calculate the amount of the Five-Year Shortfall, the Authority reserves the right to retain an independent auditor to review the calculations and data. The independent auditor's results as to the calculated amount of the Five-Year Shortfall shall be final and binding.

Modifications to the Service Charge, if any, shall be as follows. If the Five-Year Shortfall is less than seven and one half percent (7.5%) of the actual annual Authority costs, for a cash contract City, no additional amounts shall be owed by the City. If any Five-Year Shortfall exceeds seven and one half percent (7.5%), a cash contract City shall pay for the portion of the shortfall necessary to reduce the shortfall below seven and one half percent (7.5%). If the Five-Year Shortfall is between seven and one half percent (7.5%) and fifteen percent (15%), the amount shall be paid in its entirety in the following fiscal year. If the Five-Year Shortfall is more than fifteen percent (15%), that amount shall be paid through equal amortized installments over the subsequent five year period. Payment of the Five-Year Shortfall in excess of seven and

one half percent (7.5%) shall be excluded from the Service Charge only in the first year in which such payment is owed. The calculated Five-Year Shortfall amount paid shall be added to the Service Charge in the subsequent years.”

4. *Article IV, Section 4.D. shall be added to read as follows:*

“D. Notwithstanding the foregoing, 50 percent of any unencumbered funds, as determined by the annual audited financial statements, shall be allocated to the Structural Fire Fund Entitlement Fund at every ten year interval beginning with fiscal year 2010/2011, unless it is determined by unanimous vote of the Directors representing structural fire fund members that a fiscal hardship would thereby result. Those monies shall be distributed in a manner consistent with the methodologies, criteria and purposes described in this Section 4.A. through 4.C. above. In the event of a finding of fiscal hardship, the 50 percent allocation shall be made during the subsequent fiscal year unless another finding of fiscal hardship is determined as described above.”

5. *Article VI, Section 1.C. is amended to read as follows:*

“C. Maintenance and Repairs. Each cash contract City shall make an initial payment to the Authority of \$15,000 for each fire station within its jurisdiction for maintenance and repairs. The Authority shall carry forward unspent amounts to the next fiscal year. At the beginning of the fiscal year, said cities shall pay the Authority an

amount sufficient to bring its balance back to \$15,000 for such station (referred to below as the "Station's \$15,000 Maintenance Account").

(1) Funds shall be expended in accordance with the following procedure:

(a) Minor maintenance or repairs costing less than \$1,000 are funded through the cash contract City's base Service Charge and, therefore, shall be paid by the Authority out of its General Fund. These repairs will not be charged to the Station's \$15,000 Maintenance Account.

(b) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in the Station's \$15,000 Maintenance Account shall be paid from the Station's Maintenance Account.

(c) Maintenance, repair, alteration, or improvement projects exceeding the remaining balance in the Station's \$15,000 Maintenance Account are considered capital improvements and additional funding that is necessary to pay for such improvements shall be the responsibility of the City.

(2) At its discretion, a cash contract City with multiple fire stations may allocate all or a portion of the balance of one Station's \$15,000 Maintenance Account to another station within the City provided the balance of each station be restored to \$15,000 at the beginning of the following fiscal year."

6. *Article VII, Sections 1.A. and B. are amended to read as follows:*

"A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a cash contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such city. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any city may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

7. *Article VII, Section 1.F. shall be added to read as follows:*



"F. Negotiation of Terms Upon Notice of Withdrawal. Upon providing notice of withdrawal, a cash contract City may negotiate with the Authority regarding modifications to its payment obligation. If the City and the Authority are unable to reach agreement regarding modified payment terms, the balance of any shortfall that may have accumulated during a City's ten-year period of membership shall be paid upon withdrawal."


8. *Article VII, Section 3 is amended to read as follows:*

"3. Withdrawal of County. County shall be a member of the Authority for a term of twenty years beginning on July 1, 2010 and continuing to June 30, 2030. Said term shall automatically renew for successive terms in accordance with and subject to the same provisions and exceptions applicable to Cities in Section 1.B. and C. In the event of withdrawal, the County shall remain liable for payment of the Structural Fire Fund's proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal."

9. *All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever.*

COUNTY OF ORANGE, a political  
subdivision of the State of California

Dated: 12-18-07

By:   
Chris Norby  
Chairman of its Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF THE  
BOARD

  
Darlene J. Bloom  
Clerk of the Board of Supervisors  
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE  
GIVEN TO:

Thomas G. Mauk  
County Executive Officer  
10 Civic Center Plaza  
Santa Ana, CA 92701

APPROVED AS TO FORM:

Benjamin P. de Mayo  
County Counsel

By: 

Dated: 11/29/07

**[Signatures Continued on Page 11]**

CITY OF ALISO VIEJO

Dated: 1-16-08

By:   
Mark A. Pulone  
City Manager

ATTEST:

  
~~Susan A. Robinson~~ LINDA D. RUTH  
INTERIM City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Aliso Viejo  
12 Journey, Suite 100  
Aliso Viejo, CA 92656-5335

Phone: (949) 425-2500  
Fax: (949) 425-3899

APPROVED AS TO FORM:

Best Best & Krieger LLP  
By:   
City Attorney


*[Signatures Continued on Page 12]*

CITY OF BUENA PARK

Dated: 4/22/08

By:   
Rick Warsinski  
City Manager

ATTEST:

  
Shalice Reynoso  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Buena Park  
6650 Beach Blvd.  
Buena Park, CA 90620

Phone: (714) 562-3500  
Fax: (714) 562-3599

APPROVED AS TO FORM:

Richards Watson & Gershon

By:   
City Attorney

**[Signatures Continued on Page 13]**

CITY OF CYPRESS

Dated: 1-9-08

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

John Bahorski  
City Manager



ATTEST:

Denise Basham

Denise Basham  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Cypress  
5275 Orange Avenue  
Cypress, CA 90630

Phone: (714) 229-6688  
Fax: (714) 229-0154

APPROVED AS TO FORM:

Aleshire & Wynder LLP

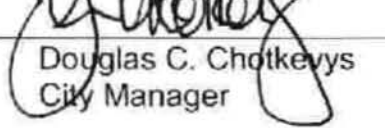
By: W. Wynder

City Attorney

**[Signatures Continued on Page 14]**

CITY OF DANA POINT

Dated: 16 July 2008

By:   
Douglas C. Chotkevys  
City Manager

ATTEST:

  
Kathy Ward  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Dana Point  
33282 Golden Lantern  
Dana Point, CA 92629

Phone: (949) 248-9890  
Fax: (949) 248-9920

APPROVED AS TO FORM:

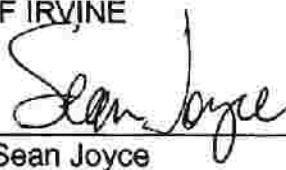
Rutan & Tucker

By:   
A. Patrick Muñoz  
City Attorney

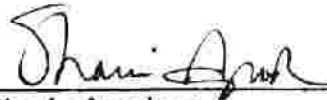
Note: each Orange County Fire Authority member agency listed on page 1 of this agreement will have their own signature page similar to this page.

CITY OF IRVINE

Dated: FEBRUARY 29, 2008

By:   
Sean Joyce  
City Manager

ATTEST:

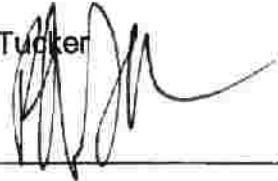
  
Sharie Apodaca  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Irvine  
One Civic Center Plaza  
Irvine, CA 92606-5208

Phone: (949) 724-6249  
Fax: (949) 724-6045


APPROVED AS TO FORM:

Rutan & Tucker  
  
By: \_\_\_\_\_  
City Attorney


**[Signatures Continued on Page 16]**

CITY OF LA PALMA

Dated: FEBRUARY 12, 2008

By:   
Dominic Lazzaretto  
City Manager

ATTEST:

  
Laurie Murray  
City Clerk

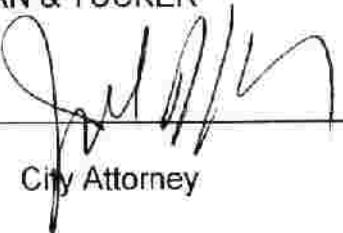
NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of La Palma  
7822 Walker Street  
La Palma, CA 90623

Phone: (714) 523-7700  
Fax: (714) 523-7351

APPROVED AS TO FORM:

RUTAN & TUCKER

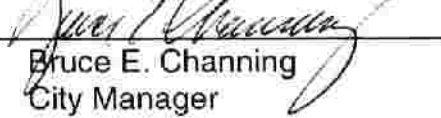
By:   
City Attorney

**[Signatures Continued on Page 17]**



CITY OF LAGUNA HILLS

Dated: December 12, 2007

By:   
Bruce E. Channing  
City Manager

ATTEST:

  
Peggy J. Johns  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, CA 92653

Phone: (949) 707-2600  
Fax: (949) 707-2614

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: \_\_\_\_\_  
Gregory E. Simonian  
City Attorney

**[Signatures Continued on Page 18]**

CITY OF LAGUNA NIGUEL

Dated: 2/21/08

By: Timothy J. Casey  
Timothy J. Casey  
City Manager

ATTEST:

Pam Lawrence  
Pam Lawrence  
Acting City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Niguel  
27801 La Paz Rd.  
Laguna Niguel, CA 92677

Phone: (949) 362-4380  
Fax: (949) 362-4340

APPROVED AS TO FORM:

By: Terry E. Dixon  
Terry E. Dixon  
City Attorney  
2/21/08

**[Signatures Continued on Page 19]**

CITY OF LAGUNA WOODS

Dated: 1-17-08

By: Leslie Keane  
Leslie Keane  
City Manager

ATTEST:

Susan M. Condon  
Susan Condon  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637

Phone: (949) 639-0500  
Fax: (949) 639-0591

APPROVED AS TO FORM:


Burke, Williams & Sorensen

By: Stephen A. McEwen  
City Attorney

**[Signatures Continued on Page 20]**

CITY OF LAKE FOREST

Dated: 01/02/08

By:   
Robert C. Dunek  
City Manager

ATTEST:

  
Sherry Wenz  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Lake Forest  
23161 Lake Center Drive, Suite 100  
Lake Forest, CA 92630

Phone: (949) 461-3400  
Fax: (949) 461-3511

APPROVED AS TO FORM:

Best Best & Krieger LLP

By:   
City Attorney

**[Signatures Continued on Page 21]**

CITY OF MISSION VIEJO

Dated: 1-8-08

By:   
Dennis Wilberg  
City Manager

ATTEST:

  
Karen Hamman  
City Clerk

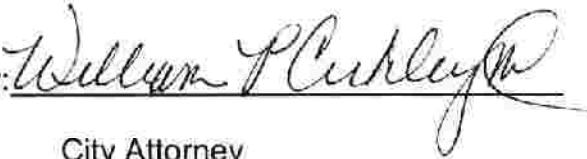
NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Mission Viejo  
25909 Pala, Suite 150  
Mission Viejo, CA 92691

Phone: (949) 470-3000  
Fax: (949) 859-1386

APPROVED AS TO FORM:

Richards Watson & Gershon

By:   
City Attorney

***[Signatures Continued on Page 23]***

CITY OF LOS ALAMITOS

Dated: 2-5-08

By:   
Dave Rudat  
Interim City Manager

ATTEST:

  
Susan C. Vanderpool  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Los Alamitos  
3191 Katella Avenue  
Los Alamitos, CA 90720

Phone: (562) 431-3538  
Fax: (562) 493-1255

APPROVED AS TO FORM:


Best Best & Krieger LLP

By:   
Dean Derleth, City Attorney

***[Signatures Continued on Page 22]***

CITY OF MISSION VIEJO

Dated: 1-8-08

By:   
Dennis Wilberg  
City Manager

ATTEST:

  
Karen Hamman  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Mission Viejo  
25909 Pala, Suite 150  
Mission Viejo, CA 92691

Phone: (949) 470-3000  
Fax: (949) 859-1386

APPROVED AS TO FORM:

Richards Watson & Gershon

By:   
City Attorney

**[Signatures Continued on Page 23]**

CITY OF PLACENTIA

Dated: January 15, 2008

By:   
Robert C. Dominguez  
City Administrator

ATTEST:

  
Patrick J. Melia  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Placentia  
401 E. Chapman  
Placentia, CA 92870

Phone: (714) 993-8117  
Fax: (714) 961-0283

APPROVED AS TO FORM:

Leibold, McClendon & Mann

By:   
Barbara Zeid Leibold  
City Attorney

**[Signatures Continued on Page 24]**



CITY OF RANCHO SANTA MARGARITA

Dated: 3/10/08

By: Steven E. Hayman  
Steven E. Hayman  
City Manager

ATTEST:

Molly McLaughlin  
Molly McLaughlin  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Rancho Santa Margarita  
22112 El Paseo  
Rancho Santa Margarita, CA 92688

Phone: (949) 635-1800  
Fax: (949) 635-1840

APPROVED AS TO FORM:

John E. Cavanaugh  
John E. Cavanaugh  
City Attorney

***[Signatures Continued on Page 25]***


CITY OF SAN CLEMENTE

Dated: March 14, 2008

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

  
George Scarborough  
City Manager

ATTEST:

  
Joanne Baade  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of San Clemente  
100 Avenida Presidio  
San Clemente, CA 92672

Phone: (949) 361-8322  
Fax: (949) 361-8283

APPROVED AS TO FORM:

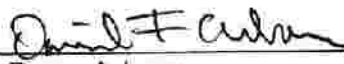
Rutan & Tucker

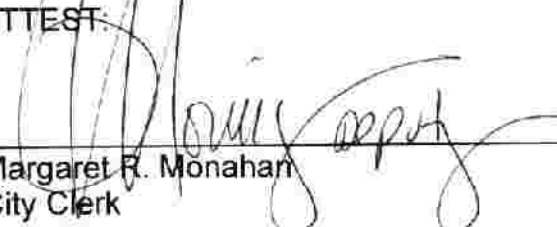
By: /s/ Jeffrey Oderman  
Jeffery Oderman  
City Attorney

**[Signatures Continued on Page 26]**

CITY OF SAN JUAN CAPISTRANO

Dated: 2/5/08

By:   
Dave Adams  
City Manager

ATTEST:   
Margaret R. Monahan  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of San Juan Capistrano  
32400 Paseo Adelanto  
San Juan Capistrano, CA 92675

Phone: (949) 443-6317  
Fax: (949) 488-3874

APPROVED AS TO FORM:


Woodruff, Spradlin & Smart

By: \_\_\_\_\_  
Omar Sandobal  
City Attorney

***[Signatures Continued on Page 27]***

CITY OF SEAL BEACH

Dated: 01-14-08

By:   
David N. Carmahy  
City Manager

ATTEST:

  
Linda Devine  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Seal Beach  
211 8<sup>th</sup> Street  
Seal Beach, CA 90740

Phone: (562) 431-2527  
Fax: (562) ~~431-4067~~ 493-9857

APPROVED AS TO FORM:

Richards Watson & Gershon

By:   
Quinn M. Barrow  
City Attorney

**[Signatures Continued on Page 28]**

CITY OF STANTON



Dated: 1/22/08

By: \_\_\_\_\_  
Jake Wager  
City Manager

ATTEST:

  
\_\_\_\_\_  
Brenda Green  
City Clerk

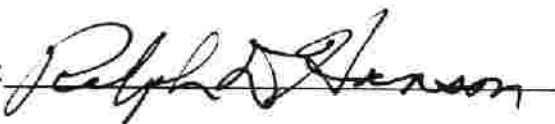
NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

Phone: (714) 379-9222  
Fax: (714) 890-1443

APPROVED AS TO FORM:

Burke Williams & Sorensen

By:   
\_\_\_\_\_  
City Attorney


**[Signatures Continued on Page 29]**

Dated: 2/28/08

CITY OF TUSTIN

By: 

ATTEST:

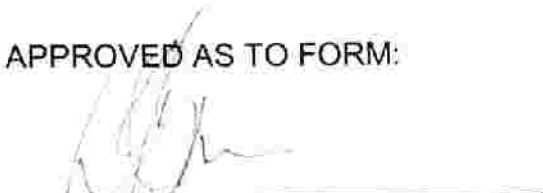
  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Tustin  
300 Centennial Way  
Tustin, CA 92780


Phone: 714-573-3010  
Fax: 714-838-1602

APPROVED AS TO FORM:

  
City Attorney

CITY OF VILLA PARK

Dated: 3/10/2010

By:   
Lori Sassoon  
City Manager

ATTEST:

  
Jarad Hildenbrand  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Villa Park  
17855 Santiago Blvd.  
Villa Park, CA 92861

Phone: (714) 998-1500  
Fax: (714) 998-1508

APPROVED AS TO FORM:

Rutan & Tucker

By:   
City Attorney

***[Signatures Continued on Page 31]***

CITY OF WESTMINSTER

Dated: 10-30-08

By: Ramon Silver  
Ramon Silver  
City Manager

ATTEST:

Marian Contreras  
Marian Contreras  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

Ramon Silver  
City Manager  
City of Westminster  
8200 Westminster Boulevard  
Westminster, CA 92683

Phone: (714) 898-3311  
Fax: (714) 373-4684

APPROVED AS TO FORM:

Jones & Mayer  
By: Richard D. Jones  
Richard D. Jones  
City Attorney

**[Signatures Continued on Page 32]**



CITY OF YORBA LINDA

Dated: Jan 3, 2008

By: Tamara S. Letourneau  
Tamara Letourneau  
City Manager

ATTEST:

Kathie Mendoza  
Kathie Mendoza  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92885-8714

Phone: (714) 961-7100  
Fax: (714) 993-7530

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: Julia R. Cowal  
City Attorney

**SECOND AMENDMENT TO AMENDED ORANGE COUNTY FIRE AUTHORITY  
JOINT POWERS AGREEMENT**

This Second Amendment ("Second Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Second Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when executed by a sixteenth member; provided that if a sixteenth member has not executed this Second Amendment by June 30, 2014, then it shall be void and shall not go into effect.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, the members wish to amend the 1999 Amended Agreement and the First Amendment as set forth below to modify their joint financing of the Fire Services to promote financing equity among the members, to preserve the existing membership, to better assure future revenues that will continue to support the provision of high quality of Fire Services throughout the Authority's service area, and retain all other unamended terms of the 1999 Amended Agreement and First Amendment.

**NOW THEREFORE**, the members agree to amend the 1999 Amended Agreement and First Amendment as follows:

## AGREEMENT

1. *Article IV, Section 3, Subdivision A shall be amended to read as follows:*

A. Structural Fire Fund; Cash Contract Cities. County receives Structural Fire Fund property taxes ("SFF") from the unincorporated area and from properties located within the following member Cities: Irvine, Dana Point, Laguna Hills, Laguna Woods, Laguna Niguel, La Palma, Mission Viejo, San Juan Capistrano, Villa Park, Yorba Linda, Cypress, Los Alamitos, Lake Forest, Rancho Santa Margarita, and Aliso Viejo. These cities and the County together make up the "SFF Jurisdictions." On behalf of the cities from which the County receives SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules. The member Cities which the County does not receive SFF are Santa Ana, Stanton, Tustin, Buena Park, Placentia, Westminster, Seal Beach, and San Clemente (collectively, "Cash Contract Cities").

2. *Article IV, Section 4 shall be deleted in its entirety and replaced with the following new Section 4:*

4. Equity. The following calculations and actions shall be performed by the Authority each fiscal year:

**A. Over-Funded Structural Fire Fund (SFF) Jurisdictions.**

(1) The total estimated property tax revenue levied and allocated to the Authority, prior to accounting for delinquencies, and including secured, unsecured, nonoperating utility (SBE), and homeowner's exemptions shall be determined ("Total SFF Revenue Figure"). For the FY 2012/13 this amount was stated as \$179,768,901.52 in the Auditor-Controller Report titled

*"AT68AD-73 Orange County Auditor Controller Accumulation of Combined Prior Year Levy and Current Year ATI" as the "Total SFF Revenue Figure."*

(2) The total Assessed Value, net of successor agency former project area incremental value, for all SFF jurisdictions shall be determined (the "Total AV Figure"). For the FY 2012/13 this amount was stated as \$155,506,390,761 in the Auditor-Controller report titled *"AT04VC-74 Orange County Auditor Controller District Values Used to Set Tax Rates"* and was identified as the "Total L&I (Land and Improvements), Total Secured and Unsecured Value for the Orange County Fire Authority Total Jurisdiction."

(3) The Total AV Figure shall be multiplied by 1% (the basic levy tax rate) to determine the total value of the 1% basic levy for all SFF Jurisdictions for the fiscal year (the "SFF Basic Levy Figure"). For reference, in FY 2012/13, this calculated figure was \$1,555,063,907.61.

(4) The Total SFF Revenue Figure shall be divided by the SFF Basic Levy Figure for the same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Average SFF Rate" for the fiscal year. For reference, in FY 2012/13 the Average SFF Rate was 11.56%. The 2012/13 calculation is as follows:

$$\$179,768,901.52 / \$1,555,063,907.61 = 0.115602$$

(5) A "Jurisdictional SFF Rate" shall be determined for each SFF Jurisdiction as follows:

- a. The total property tax revenue allocated from all tax rate areas in the SFF Jurisdiction to the Authority, prior to accounting for delinquencies, and including secured, unsecured, utility (SBE), and homeowner's exemptions, but excluding revenue on successor

agency incremental value in tax rate areas assigned to former redevelopment agencies, shall be determined ("Jurisdictional SFF Revenue Figure"). By way of example, for FY 2012/13 this determination would be made by (1) taking, for each tax rate area in the SFF Jurisdiction, the total assessed value of the tax rate area as reported in the Auditor Controller TRA Summary Detail Reports for the secured, unsecured, SBE, and homeowner's exemptions, (2) multiplying the total assessed value by 1%, and (3) multiplying the product by the Authority's share of the general levy tax rate in the tax rate area as stated in the "Auditor Controller Report AT68AH71 Section 99 Factor Report by TRA," which would yield property tax revenue allocated from that tax rate area to the Authority. This calculation would be made for all tax rate areas within the SFF Jurisdiction, and the results would be added together to yield the Jurisdictional SFF Revenue Figure.

- b. The total Assessed Value, net of successor agency former project area incremental value (AV), for the SFF Jurisdiction shall be determined (the "Jurisdictional AV Figure").
- c. The Jurisdictional AV Figure shall be multiplied by 1% to determine the total value of the 1% basic levy of the SFF Jurisdiction for the fiscal year (the "Jurisdictional Basic Levy Figure").
- d. The Jurisdictional SFF Revenue Figure shall be divided by the Jurisdictional Basic Levy Figure for the

same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Jurisdictional SFF Rate" for the fiscal year.

(6) For those SFF Jurisdictions whose Jurisdictional SFF Rate is greater than the Average SFF Rate ("the Over-Funded SFF Jurisdictions"), a Jurisdictional Equity Adjustment Payment ("JEAP") shall be calculated using the data sources cited above and the following formula:

$$(\text{Jurisdictional SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01) - (\text{Average SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01)$$

(7) The JEAPs calculated in subdivision (6) shall be paid by the Authority in two equal payments in December and April each fiscal year, provided that the Authority has received its distribution of property tax revenues in or before such months.

(8) The JEAP payments in subdivision (6) shall be made according to the following phase-in schedule:

<u>Fiscal Year</u>	<u>Irvine</u>	<u>Other Jurisdictions</u>
FY 2013/14	100%	0%
FY 2014/15	100% (a)	25%
FY 2015/16	100% (b)	50%
FY 2016/17	100%	75%
FY 2017/18 and thereafter	100%	100%

a. The timing of payment for FY 2014/15 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (Operating Revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. (For purposes of this Agreement "Operating Revenues" includes Unrestricted General Fund Revenues and SFF revenues. If the General Fund is not

balanced, as defined above, then 25% of the calculated JEAP will be paid to the City of Irvine in FY 2014/15, and the remaining 75% will be paid to the City of Irvine no later than FY 2016/17. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include interest.

b. The timing of payment for FY 2015/16 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (operating revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. If the General Fund is not balanced, as defined above, then 50% of the calculated JEAP will be paid to the City of Irvine in FY 2015/16, and the remaining 50% will be paid to the City no later than FY 2017/18. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include any interest.

(9) Neither Cash Contract Cities nor SFF jurisdictions that are not determined to be Over-Funded SFF Jurisdictions by these calculations shall receive any JEAP, nor will they be required to make additional payments to the Authority due to these calculations. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs paid pursuant to this Section 4.

**B. Additional Equity Adjustment for SFF Revenue from the City of Irvine.** The following calculations and actions shall be performed by the Authority each fiscal year:

(1) Beginning with Fiscal Year 2013/14, the City of Irvine shall receive an additional JEAP equal to the amount, if any, that the



Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP payment calculated in Section 4.A(6), exceeds that year's corresponding annual Not-To-Exceed amount ("NTE") as set forth in Section 4.B(2) below.

(2) The NTE for Fiscal Year 2013/14 shall be the amount of base SFF revenue that the Authority received from properties located within the City of Irvine jurisdiction in the Fiscal Year 2012/13, which was \$59,635,863, plus 3.5%. The NTE shall increase each fiscal year by 3.5%. The NTE for each fiscal year from 2013/14 to 2029/30 for the City of Irvine is therefore as follows:

<b>FY 2013/14 SFF Revenue NTE:</b>	<b>\$59,635,863 X 1.035 = \$61,723,118</b>
<b>FY 2014/15 SFF Revenue NTE:</b>	<b>\$61,723,118 X 1.035 = \$63,883,427</b>
<b>FY 2015/16 SFF Revenue NTE:</b>	<b>\$63,883,427 X 1.035 = \$66,119,347</b>
<b>FY 2016/17 SFF Revenue NTE:</b>	<b>\$66,119,347 X 1.035 = \$68,433,524</b>
<b>FY 2017/18 SFF Revenue NTE:</b>	<b>\$68,433,524 X 1.035 = \$70,828,697</b>
<b>FY 2018/19 SFF Revenue NTE:</b>	<b>\$70,828,697 X 1.035 = \$73,307,701</b>
<b>FY 2019/20 SFF Revenue NTE:</b>	<b>\$73,307,701 X 1.035 = \$75,873,471</b>
<b>FY 2020/21 SFF Revenue NTE:</b>	<b>\$75,873,471 X 1.035 = \$78,529,042</b>
<b>FY 2021/22 SFF Revenue NTE:</b>	<b>\$78,529,042 X 1.035 = \$81,277,558</b>
<b>FY 2022/23 SFF Revenue NTE:</b>	<b>\$81,277,558 X 1.035 = \$84,122,273</b>
<b>FY 2023/24 SFF Revenue NTE:</b>	<b>\$84,122,273 X 1.035 = \$87,066,553</b>
<b>FY 2024/25 SFF Revenue NTE:</b>	<b>\$87,066,553 X 1.035 = \$90,113,882</b>
<b>FY 2025/26 SFF Revenue NTE:</b>	<b>\$90,113,882 X 1.035 = \$93,267,868</b>
<b>FY 2026/27 SFF Revenue NTE:</b>	<b>\$93,267,868 X 1.035 = \$96,532,243</b>
<b>FY 2027/28 SFF Revenue NTE:</b>	<b>\$96,532,243 X 1.035 = \$99,910,872</b>
<b>FY 2028/29 SFF Revenue NTE:</b>	<b>\$99,910,872 X 1.035 = \$103,407,753</b>
<b>FY 2029/30 SFF Revenue NTE:</b>	<b>\$103,407,753 X 1.035 = \$107,027,024</b>

(3) In any fiscal year in which the Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP calculated in Section 4.A(6), is greater than the NTE provided in Section 4.B.(2), the excess revenue shall be paid to the City of Irvine as an additional JEAP.

(4) Payment of this additional JEAP shall be made by the Authority to the City of Irvine in two equal payments in December and April of each fiscal year, provided that the Authority has received its distribution of the SFF in such months.

(5) Neither Cash Contract Cities nor SFF jurisdictions other than Irvine shall receive any additional JEAP as described in this Section 4.B., nor will they be required to make additional payments to the Authority due to these calculations or payments. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs or additional JEAPs paid pursuant to this Section 4.

**C. Sources of JEAP Funds; Remedies; Amendment.**

(1) Payments of JEAPs shall be made to the Over-Funded SFF jurisdictions from unrestricted revenues of the Authority (the "Unrestricted OCFA General Fund Revenues") provided that the use of said Unrestricted OCFA General Fund Revenues is not prohibited by any Federal or State law or regulation nor would the use violate the terms or restrictions contained in any grant or other agreement restricting the use of the designated revenue sources. For purposes of clarity, JEAPs shall be paid from the annual service charges paid by the Cash Contract Cities as well as from other non-property tax sources of unrestricted funds. SFF are restricted funds and shall not be used to pay JEAPs. No Cash Contract City annual service charges shall be increased to pay JEAPs.

(2) If a legal challenge is brought challenging this Second Amendment, the JEAPs shall continue to be calculated as provided in this Second Amendment. The Authority shall open a separate account into which the JEAPs shall be deposited, which shall bear interest at the same rate as the Authority's other authorized investments. The Authority shall provide an

accounting to the Over-Funded SFF Jurisdictions upon each JEAP deposit. The JEAPs so deposited into this account shall remain there until the resolution of the legal challenge. If this Second Amendment remains valid after the resolution of such legal challenge, all of the funds accumulated in such account shall be paid, with accrued interest, to the Over-Funded SFF Jurisdiction(s) and the Authority shall provide an accounting therefore.

(3) The City of Irvine may, notwithstanding Article VII, Section 1 of the 1999 Amended Agreement as amended by the First Amendment and this Second Amendment, withdraw from the Authority by transmitting written notice of its withdrawal to the Clerk of the Authority. Such notice shall provide at least two years' notice of the withdrawal, but the notice period may be more than two years, at the City of Irvine's discretion. The withdrawal shall be effective upon the expiration of the notice period in the notice of withdrawal, although in no case may the City of Irvine withdraw before June 30, 2020. This withdrawal provision applies to the following situations only: (1) a final judgment is entered declaring this Second Amendment to be void or otherwise affects a material term of this Second Amendment and the time in which to appeal such final judgment has passed; (2) the members approve any modification to this Second Amendment which the City of Irvine does not vote to approve; (3) there is a change in state legislation which prevents or reduces the payment of JEAPs to the City of Irvine as prescribed by this Second Amendment; or (4) the Authority materially breaches this Second Amendment. This provision shall not be interpreted to limit the remedies otherwise available to the City of Irvine if the Authority otherwise fails to make payment of the JEAPs when it is authorized to do so under this Second Amendment.

(4) This Second Amendment can only be amended if approved by two-thirds of the members of the Authority.

3. Article VII, Sections 1.A. and B. are deleted in their entirety and replaced with the following:

A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a Cash Contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such City. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any City may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

(2) Notwithstanding the preceding subsection (B)(1), in exchange for the JEAPs described in Article IV, Section 4, the City of Irvine shall not have the option to withdraw in 2020, except as provided in Article IV, Section 4(C)(3), or if the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made. In the event that the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made, the City of Irvine will be notified in writing by the Authority of this

condition as soon after July 1, 2018 as practicable, and in no event later than January 1, 2019. In that event, the City of Irvine will be able to withdraw in 2020 by providing written notice of such withdrawal no later than July 1, 2019. For purposes of clarity, the City of Irvine shall have the option to withdraw in 2030 and every ten years thereafter by complying with the notice provisions in subsection (B)(1) above.

*4. This Second Amendment amends, as set forth herein, the 1999 Amended Agreement and the First Amendment and except as specifically amended herein, the 1999 Amended Agreement and the First Amendment shall remain in full force and effect. To the extent there is any conflict between this Second Amendment and the 1999 Amended Agreement and First Amendment, the terms and conditions contained in this Second Amendment shall control.*

Overtaken by Court  
March 15, 2016

COUNTY OF ORANGE, a political  
subdivision of the State of California

Dated: \_\_\_\_\_

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

Shawn Nelson  
Chairman of its Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF THE  
BOARD

\_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE  
GIVEN TO:

Michael B. Giancola  
County Executive Officer  
10 Civic Center Plaza  
Santa Ana, CA 92701

APPROVED AS TO FORM:

Nicholas S. Chrisos  
County Counsel

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

Dated: \_\_\_\_\_

**[Signatures Continued on Page 14]**

The County of Orange has not approved  
the Second Amendment to the Amended  
Joint Powers Authority Agreement.  
Dated: April 9, 2014

CITY OF ALISO VIEJO

Dated: \_\_\_\_\_

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

John Whitman  
Interim City Manager

ATTEST:

\_\_\_\_\_  
Susan A. Ramos  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Aliso Viejo  
12 Journey, Suite 100  
Aliso Viejo, CA 92656-5335

Phone: (949) 425-2500  
Fax: (949) 425-3899

APPROVED AS TO FORM:

Best Best & Krieger LLP

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

Scott G. Smith  
City Attorney

*[Signatures Continued on Page 15]*

The above reference agency  
rejected the Second Amendment to  
the Orange County Fire Authority  
Joint Powers Agreement.

CITY OF BUENA PARK

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

James B. Vanderpool  
City Manager

ATTEST:

*Shalice Tilton*

Shalice Tilton  
City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Buena Park  
6650 Beach Blvd.  
Buena Park, CA 90620

Phone: (714) 562-3500  
Fax: (714) 562-3599

APPROVED AS TO FORM:

Richards Watson & Gershon

By: *Steve Dorsey*  
Steve Dorsey  
City Attorney

**[Signatures Continued on Page 16]**



CITY OF CYPRESS

Dated: 10/28/13

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

John Bahorski  
City Manager

ATTEST:

Denise Basham

Denise Basham  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Cypress  
5275 Orange Avenue  
Cypress, CA 90630

Phone: (714) 229-6688

Fax: (714) 229-0154

APPROVED AS TO FORM:

Aleshire & Wynder LLP

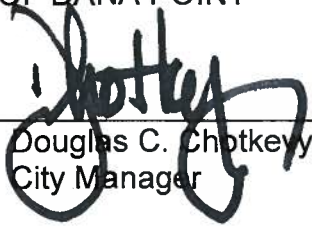
By: \_\_\_\_\_

Bill Wynder  
City Attorney


**[Signatures Continued on Page 17]**

CITY OF DANA POINT

Dated: December 9, 2013

By:   
Douglas C. Chotkeyys  
City Manager

ATTEST:

  
Kathy M. Ward  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Dana Point  
33282 Golden Lantern  
Dana Point, CA 92629

Phone: (949) 248-9890  
Fax: (949) 248-9920

APPROVED AS TO FORM:

Rutan & Tucker

By:   
Patrick Munoz  
City Attorney

**[Signatures Continued on Page 18]**

CITY OF IRVINE

Dated: 3-17-14

By: Sean Joyce  
Sean Joyce  
City Manager

ATTEST:

for Marie Macias  
Sharie Apodaca  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Irvine  
One Civic Center Plaza  
Irvine, CA 92606-5208

Phone: (949) 724-6249  
Fax: (949) 724-6045

APPROVED AS TO FORM:

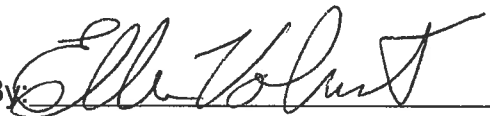
Rutan & Tucker

By: Todd Litfin  
Todd Litfin  
City Attorney


*[Signatures Continued on Page 19]*

CITY OF LA PALMA

Dated: 10/29/13

By:   
Ellen Volmert  
City Manager

ATTEST:

  
Laurie A. Murray  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of La Palma  
7822 Walker Street  
La Palma, CA 90623

Phone: (714) 690-3333  
Fax: (714) 523-7351

APPROVED AS TO FORM:

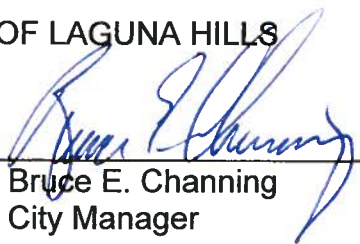
RUTAN & TUCKER

By:   
Joel Kuperberg  
City Attorney

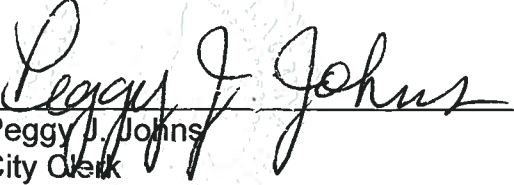
**[Signatures Continued on Page 20]**

CITY OF LAGUNA HILLS

Dated: October 23, 2013

By:   
Bruce E. Channing  
City Manager

ATTEST:

  
Peggy J. Johns  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, CA 92653

Phone: (949) 707-2600  
Fax: (949) 707-2614

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: N/A  
Gregory E. Simonian  
City Attorney

Overturned by Court  
March 15, 2016

CITY OF LAGUNA NIGUEL

Dated: \_\_\_\_\_

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

Rod Foster  
City Manager

ATTEST:

\_\_\_\_\_  
Pamela Lawrence  
Acting City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Niguel  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677

Phone: (949) 362-4380  
Fax: (949) 362-4340

APPROVED AS TO FORM:

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

Terry Dixon  
City Attorney

*[Signatures Continued on Page 22]*


The above reference agency  
rejected the Second Amendment to  
the Orange County Fire Authority  
Joint Powers Agreement.

CITY OF LAGUNA WOODS

Dated: 10/16/13

By:   
Chris Macon  
City Manager

ATTEST:

  
Marc Donohue  
Deputy City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637

Phone: (949) 639-0500  
Fax: (949) 639-0591

APPROVED AS TO FORM:

Rutan & Tucker


By:   
David Cosgrove  
City Attorney

CITY OF LAKE FOREST

Dated: November 19, 2013

By:   
Robert C. Dunek  
City Manager

ATTEST:

  
Stephanie D. Smith  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
25550 Commercentre Drive  
City of Lake Forest  
Lake Forest, CA 92630

Phone: (949) 461-3400  
Fax: (949) 461-3511

APPROVED AS TO FORM:

Best Best & Krieger LLP

By:   
Scott C. Smith  
City Attorney

**[Signatures Continued on Page 24]**



CITY OF LOS ALAMITOS

Dated: 11.19.13

By:   
Gregory Korduner  
Interim City Manager

ATTEST:

  
Windmera Quintanar, CMC  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Los Alamitos  
3191 Katella Avenue  
Los Alamitos, CA 90720

Phone: (562) 431-3538  
Fax: (562) 493-1255

APPROVED AS TO FORM:


Wallin, ~~Kress~~, Reisman & Kranitz

By:   
Cary S. Reisman  
City Attorney

**[Signatures Continued on Page 25]**

CITY OF MISSION VIEJO

Dated: November 26, 2013

By:   
Dennis Wilberg  
City Manager

ATTEST:

  
Karen Hamman  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Mission Viejo  
25909 Pala, Suite 150  
Mission Viejo, CA 92691

Phone: (949) 470-3000  
Fax: (949) 859-1386

APPROVED AS TO FORM:

Richards Watson & Gershon

By:   
Bill Curley  
City Attorney

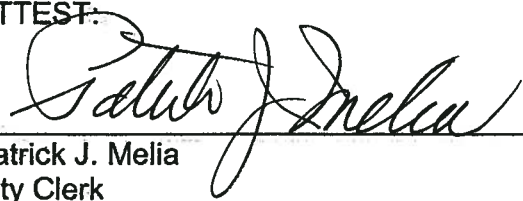
**[Signatures Continued on Page 26]**

CITY OF PLACENTIA

Dated: 03/13/2014

By:   
Troy L. Butzlaff  
City Administrator

ATTEST:

  
Patrick J. Melia  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Placentia  
401 E. Chapman  
Placentia, CA 92870

Phone: (714) 993-8117  
Fax: (714) 961-0283

APPROVED AS TO FORM:


Andrew Arczynski Law Offices

By:   
Andrew Arczynski  
City Attorney


**[Signatures Continued on Page 27]**

CITY OF RANCHO SANTA MARGARITA

Dated: 10-29-13

By:   
Jennifer M. Cervantez  
City Manager

ATTEST:

  
Molly McLaughlin  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Rancho Santa Margarita  
22112 El Paseo  
Rancho Santa Margarita, CA 92688

Phone: (949) 635-1800  
Fax: (949) 635-1840

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

  
Greg Simonian  
City Attorney

**[Signatures Continued on Page 28]**

CITY OF SAN CLEMENTE

Dated: 11-19-13

By:   
Pall Gudgeirsson  
City Manager

ATTEST:

  
Joanne Baade  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of San Clemente  
100 Avenida Presidio  
San Clemente, CA 92672

Phone: (949) 361-8322  
Fax: (949) 361-8283

APPROVED AS TO FORM:

Rutan & Tucker

By:   
*for* Jeffrey Goldfarb  
City Attorney

*Overturned by Court  
March 15, 2016*

**[Signatures Continued on Page 29]**

CITY OF SAN JUAN CAPISTRANO

Dated: November 5, 2013

By: *C. Russell for*  
Karen P. Brust  
City Manager

ATTEST:

*CL Morris* Deputy  
Maria Morris  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of San Juan Capistrano  
32400 Paseo Adelanto  
San Juan Capistrano, CA 92675

Phone: (949) 443-6315  
Fax: (949) 493-1053

APPROVED AS TO FORM:

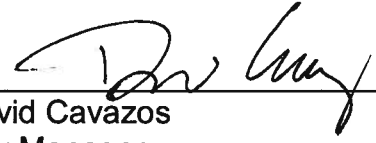
Rutan & Tucker

By: *Hans Van Ligt* *Res*  
Hans Van Ligt  
City Attorney

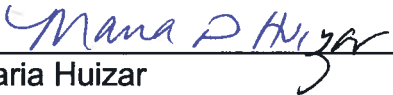
**[Signatures Continued on Page 30]**

CITY OF SANTA ANA

Dated: 2-10-14

By:   
David Cavazos  
City Manager

ATTEST:

  
Maria Huizar  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

Phone: (714) 647-5200  
Fax: (714) 647-6956

APPROVED AS TO FORM:

By:   
Sonia R. Carvalho  
City Attorney

**[Signatures Continued on Page 31]**

CITY OF SEAL BEACH

Dated: October 28, 2013

By: Jill R. Ingram  
Jill Ingram  
City Manager

ATTEST:

Linda Devine  
Linda Devine  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Seal Beach  
211 8<sup>th</sup> Street  
Seal Beach, CA 90740

Phone: (562) 431-2527  
Fax: (562) 431-4067

APPROVED AS TO FORM:

Richards Watson & Gershon

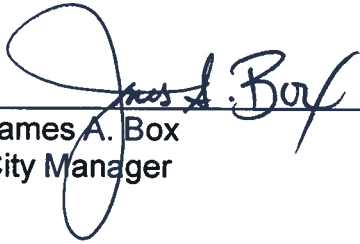
By: Quinn Barrow  
Quinn Barrow  
City Attorney

**[Signatures Continued on Page 32]**



CITY OF STANTON

Dated: 10/24/2013

By:   
James A. Box  
City Manager

ATTEST:

  
Patricia A. Vazquez  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

Phone: (714) 379-9222  
Fax: (714) 890-1443

APPROVED AS TO FORM:

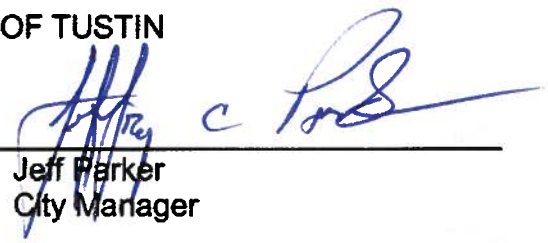
Best, Best & Krieger

By:   
Matthew E. Richardson  
City Attorney


**[Signatures Continued on Page 33]**

CITY OF TUSTIN

Dated: 11.5.13

By:   
Jeff Parker  
City Manager

ATTEST:

  
~~Jeff Parker~~ Erica Rabe  
City Clerk City Clerk Services Supervisor

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Tustin  
300 Centennial Way  
Tustin, CA 92780

Phone: (714) 544-8890  
Fax: (714) 832-0825

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By:   
David E. Kendig  
City Attorney

**[Signatures Continued on Page 34]**

CITY OF VILLA PARK

Dated: \_\_\_\_\_

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

Jarad Hildenbrand  
City Manager

ATTEST:

\_\_\_\_\_  
Jarad Hildenbrand  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Villa Park  
17855 Santiago Blvd.  
Villa Park, CA 92861

Phone: (714) 998-1500  
Fax: (714) 998-1508

APPROVED AS TO FORM:

Rutan & Tucker

By: \_\_\_\_\_  
Todd Litfin  
City Attorney

***[Signatures Continued on Page 35]***


The above reference agency  
rejected the Second Amendment to  
the Orange County Fire Authority  
Joint Powers Agreement.

CITY OF WESTMINSTER

Dated: October 23, 2013

By:   
Eddie Manfro  
City Manager

ATTEST:

  
Robin Roberts  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Westminster  
8200 Westminster Boulevard  
Westminster, CA 92683

Phone: (714) 898-3311  
Fax: (714) 373-4684

APPROVED AS TO FORM:


Jones & Mayer

By:   
Richard Jones  
City Attorney


**[Signatures Continued on Page 36]**

CITY OF YORBA LINDA

Dated: October 16, 2013

By:   
Mark A. Pulone  
City Manager

ATTEST:

  
Marcia Brown  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92885-8714

Phone: (714) 961-7100  
Fax: (714) 993-7530

APPROVED AS TO FORM:

Rutan & Tucker

By:   
Todd Litfin  
City Attorney

Overturned by Court  
March 15, 2016

**THIRD AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT  
ORANGE COUNTY FIRE AUTHORITY**

This Third Amendment ("Third Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority").

**RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, on July 1, 2010, the members entered into a First Amendment to the Amended Joint Powers Agreement (“First Amendment”) which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the members entered into the Second Amendment to the Amended Joint Powers Agreement (“Second Amendment”) which amended several provisions of the 1999 Amended Agreement. Litigation has been filed by the County challenging the validity of the Second Amendment, and the litigation remains unresolved as of the date of this Third Amendment;

WHEREAS, the parties wish to adopt this Third Amendment to eliminate alternative Board directors;

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

#### AGREEMENT

1. *Article II, Section 2 of the 1999 Amended Agreement shall be amended to read as follows:*

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the “Board”), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. ~~Each member shall also appoint an alternate to act in each Director’s absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate~~

may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

2. *Article II, Section 5 of the 1999 Amended Agreement shall be amended to read as follows:*

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, ~~or alternate in the absence of any voting Director,~~ shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

3. **Effective Date.** *This Third Amendment requires the approval of at least two thirds of the members to go into effect, and it shall be effective on the date of approval by a sixteenth member.*



COUNTY OF ORANGE, a political  
subdivision of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of its Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF THE  
BOARD

\_\_\_\_\_  
Clerk of the Board of Supervisors  
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE  
GIVEN TO:

County Executive Officer  
10 Civic Center Plaza  
Santa Ana, CA 92701

APPROVED AS TO FORM:

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

County Counsel

Dated: \_\_\_\_\_

***[Signatures Continued on Page 5]***

The County of Orange considered  
the amendment on 07/21/15  
and took a position of opposition.

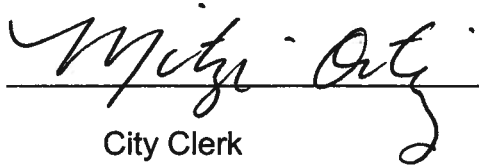
CITY OF ALISO VIEJO

Dated: 8/5/15

By: 

Mayor

ATTEST:


  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Aliso Viejo  
12 Journey, Suite 100  
Aliso Viejo, CA 92656-5335

Phone: (949) 425-2500  
Fax: (949) 425-3899

APPROVED AS TO FORM:

By:   
City Attorney

Dated: 8/11/15

**[Signatures Continued on Page 6]**

CITY OF BUENA PARK

Dated: 7/14/15

By: Arthur C. Brown

Mayor

ATTEST:

Shalin Jure

City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Buena Park  
6650 Beach Blvd.  
Buena Park, CA 90620

Phone: (714) 562-3500

Fax: (714) 562-3599

APPROVED AS TO FORM:

By: Shalin Jure

City Attorney

Dated: \_\_\_\_\_

**[Signatures Continued on Page 7]**

CITY OF CYPRESS

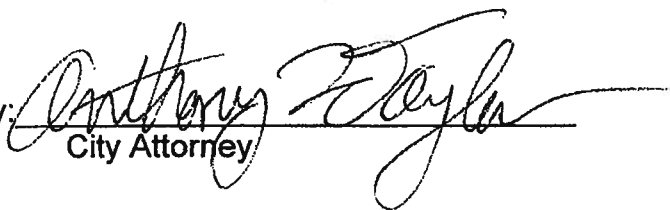
Dated: 7/22/15

By:   
Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

By:   
City Attorney

Dated: 7-8-15

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Cypress  
5275 Orange Avenue  
Cypress, CA 90630

Phone: (714) 229-6688

Fax: (714) 229-6682

CITY OF DANA POINT

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Dana Point  
33282 Golden Lantern  
Dana Point, CA 92629

Phone: (949) 248-9890

Fax: (949) 248-9920

APPROVED AS TO FORM:

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

City Attorney

Dated: \_\_\_\_\_

***[Signatures Continued on Page 9]***

The City of Dana Point considered  
the amendment on 09/15/15  
and took a position of opposition.

CITY OF IRVINE

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Irvine  
One Civic Center Plaza  
Irvine, CA 92606-5208

Phone: (949) 724-6249

Fax: (949) 724-6045

APPROVED AS TO FORM:

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

City Attorney

Dated: \_\_\_\_\_

***[Signatures Continued on Page 10]***

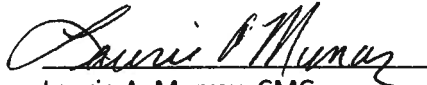
The City of Irvine opted to not schedule the item for its consideration, since the amendment had already passed by the required number of votes.

CITY OF LA PALMA

Dated: July 7, 2015

By:   
Peter L. Kim  
Mayor

ATTEST:

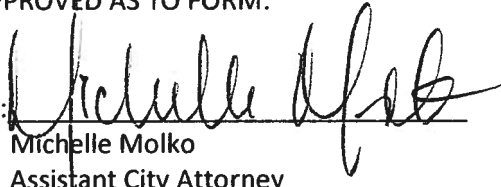
  
Laurie A. Murray, CMC  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of La Palma  
7822 Walker Street  
La Palma, CA 90623

Phone: (714) 690-3333  
Fax: (714) 523-7351


APPROVED AS TO FORM:

By:   
Michelle Molko  
Assistant City Attorney

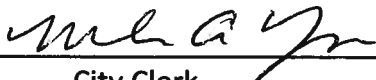
Dated: July 7, 2015

CITY OF LAGUNA HILLS

Dated: 7/14/15

By:   
Mayor

ATTEST:


  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, CA 92653

Phone: (949) 707-2600  
Fax: (949) 707-2614

APPROVED AS TO FORM:

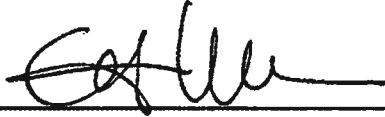
By:   
City Attorney

Dated: 7/14/15



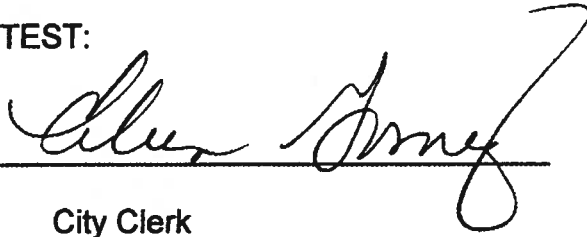
CITY OF LAGUNA NIGUEL

Dated: 12/15/15

By: 

Mayor

ATTEST:

  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Niguel  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677

Phone: (949) 362-4380

Fax: (949) 362-4340

APPROVED AS TO FORM:

By:   
City Attorney

Dated: 12/15/15

**[Signatures Continued on Page 13]**

Dated: 7-8-15

By: Cynthia S. Conners  
Cynthia S. Conners  
Mayor

ATTEST:

Yolie Trippy  
Yolie Trippy  
Deputy City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637

Phone: (949) 639-0500  
Fax: (949) 639-0591

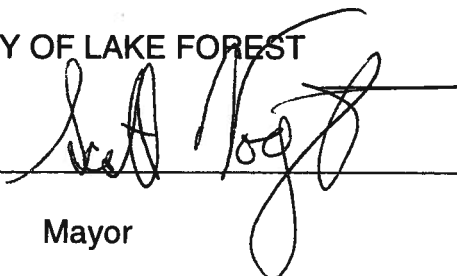
APPROVED AS TO FORM:

By: David B. Cosgrove  
David B. Cosgrove  
City Attorney

Dated: 7-8-15


CITY OF LAKE FOREST

Dated: 11-18-2015

By: 

Mayor

ATTEST:



City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Lake Forest  
23161 Lake Center Drive, Suite 100  
Lake Forest, CA 92630

Phone: (949) 461-3400

Fax: (949) 461-3511

APPROVED AS TO FORM:

By: 

City Attorney

Dated: 11/18/15

**[Signatures Continued on Page 15]**

CITY OF LOS ALAMITOS

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Los Alamitos  
3191 Katella Avenue  
Los Alamitos, CA 90720

Phone: (562) 431-3538

Fax: (562) 493-1255

APPROVED AS TO FORM:

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

City Attorney

Dated: \_\_\_\_\_

***[Signatures Continued on Page 16]***

While scheduled for consideration at its 07/21/15 meeting, the City of Los Alamitos took no action on this amendment.

CITY OF MISSION VIEJO

Dated: July 7, 2015

By: Cathy Schlicht

Cathy Schlicht, Mayor

ATTEST:

Karen Hamman  
Karen Hamman, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Mission Viejo  
25909 Pala, Suite 150  
Mission Viejo, CA 92691

Phone: (949) 470-3000  
Fax: (949) 859-1386

APPROVED AS TO FORM:

By: William P. Curley


William P. Curley, City Attorney

Dated: July 15, 2015

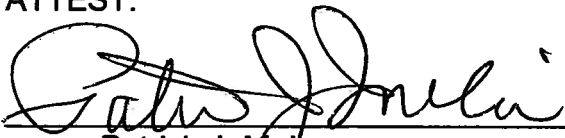
**[Signatures Continued on Page 17]**

CITY OF PLACENTIA

Dated: 07/07/15

By:   
Chad P. Wanke  
Mayor

ATTEST:

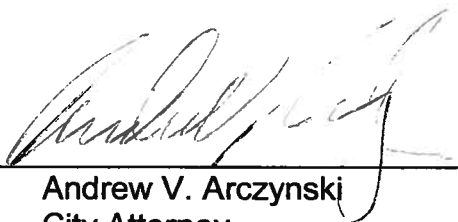
  
Patrick J. Meha  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

Acting City Administrator  
City of Placentia  
401 E. Chapman  
Placentia, CA 92870

Phone: (714) 993-8117  
Fax: (714) 961-0283

APPROVED AS TO FORM:

By:   
Andrew V. Arczynski  
City Attorney

Dated: \_\_\_\_\_

CITY OF RANCHO SANTA MARGARITA

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

Bradley J. McGirr  
Mayor

Dated: July 8, 2015

ATTEST:

Amy Diaz  
Amy Diaz  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Rancho Santa Margarita  
22112 El Paseo  
Rancho Santa Margarita, CA 92688

Phone: (949) 635-1800

Fax: (949) 635-1840

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: Greg Simonian  
Greg Simonian  
City Attorney

Dated: July 8, 2015

**[Signatures Continued on Page 19]**

CITY OF SAN CLEMENTE

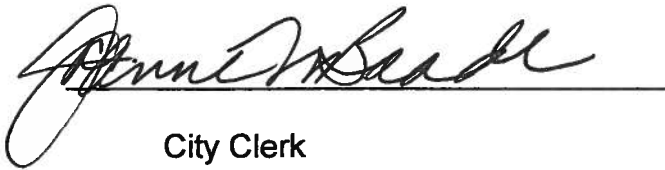


Dated: 7-7-15

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

**CHRIS HAMM**  
Mayor  
**CITY OF SAN CLEMENTE**

ATTEST:

  
\_\_\_\_\_  
City Clerk

**NOTICE TO CITY TO BE GIVEN TO:**

City Manager  
City of San Clemente  
100 Avenida Presidio  
San Clemente, CA 92672

Phone: (949) 361-8322

Fax: (949) 361-8283

**APPROVED AS TO FORM:**

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

City Attorney

Dated: 7/28/15



THIRD AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT  
ORANGE COUNTY FIRE AUTHORITY

CITY OF SAN JUAN CAPISTRANO

Dated: October 10, 2015

By: Derek Reeve

Mayor

ATTEST:

[Signature]  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of San Juan Capistrano  
32400 Paseo Adelanto  
San Juan Capistrano, CA 92675

Phone: (949) 443-6315

Fax: (949) 493-1053

APPROVED AS TO FORM:

By: [Signature]

City Attorney

Dated: Oct. 10, 2015

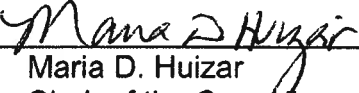
**[Signatures Continued on Page 21]**

CITY OF SANTA ANA

Dated: AUG 19 2015

By:   
David Cavazos  
City Manager

ATTEST:

  
Maria D. Huizar  
Clerk of the Council

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

Phone: (714) 647-5200  
Fax: (714) 647-6956

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By:   
John M. Funk  
Assistant City Attorney

Dated: 7-2-15

**[Signatures Continued on Page 22]**

CITY OF SEAL BEACH

Dated: 7/30/2015

By: *Jerry Deaton*

Mayor

ATTEST:

*Tina Krapp*

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Seal Beach  
211 8<sup>th</sup> Street  
Seal Beach, CA 90740

Phone: (562) 431-2527  
Fax: (562) ~~431-4067~~ 493-9857

APPROVED AS TO FORM:

By: *[Signature]*


City Attorney

Dated: 8/3/15

**[Signatures Continued on Page 23]**

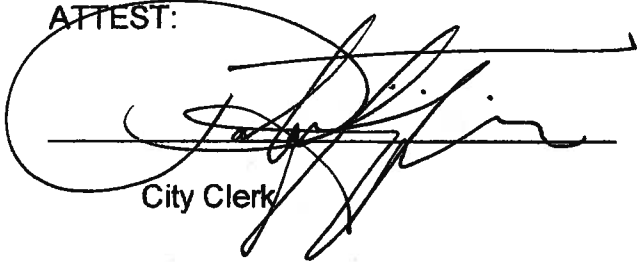
CITY OF STANTON

Dated: 07/14/2015

By: 

Mayor

ATTEST:

  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

Phone: (714) 379-9222

Fax: (714) 890-1443

APPROVED AS TO FORM:

By: 

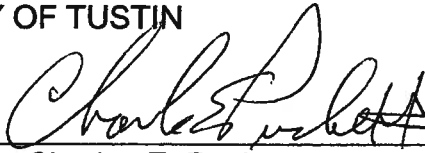
City Attorney

Dated: 07/15/2015


**[Signatures Continued on Page 24]**

CITY OF TUSTIN

Dated: 7/7/15

By:   
Charles E. Puckett  
Mayor

ATTEST:

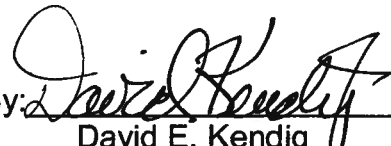
  
Jeffrey C. Parker  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Tustin  
300 Centennial Way  
Tustin, CA 92780

Phone: (714) 544-8890  
Fax: (714) 832-0825

APPROVED AS TO FORM:

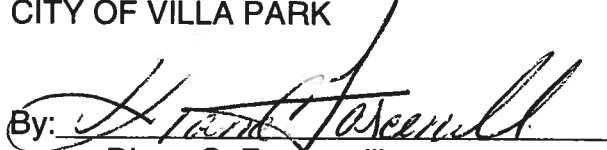
By:   
David E. Kendig  
City Attorney

Dated: 7/7/15

**[Signatures Continued on Page 25]**

CITY OF VILLA PARK

Dated: 7/6/2015

By:   
Diana C. Fascenelli  
Mayor

ATTEST:

  
Jarad L. Hildenbrand  
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Villa Park  
17855 Santiago Blvd.  
Villa Park, CA 92861

Phone: (714) 998-1500

Fax: (714) 998-1508

APPROVED AS TO FORM:

By:   
Todd O. Ltifin  
City Attorney

Dated: 7.28.15

**[Signatures Continued on Page 26]**

CITY OF WESTMINSTER

Dated: 10/2/15

By: TRUQUETA

Mayor

ATTEST:

Amanda Jensen

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Westminster  
8200 Westminster Boulevard  
Westminster, CA 92683

Phone: (714) 898-3311  
Fax: (714) 373-4684

APPROVED AS TO FORM:

By: [Signature]

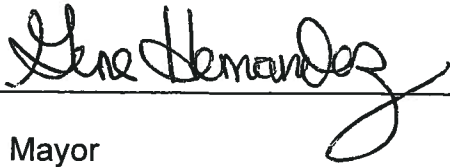
City Attorney

Dated: 10/2/15

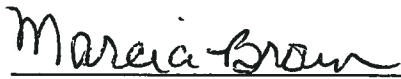
**[Signatures Continued on Page 27]**

CITY OF YORBA LINDA

Dated: 10/5/15

By:   
Mayor

ATTEST:



City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92885-8714

Phone: (714) 961-7100  
Fax: (714) 993-7530

APPROVED AS TO FORM:

By: 

City Attorney

Dated: 9/30/15





State of California
Secretary of State

FILE NO. \_\_\_\_\_

AMENDMENT OF A JOINT POWERS AGREEMENT
(Government Code section 6503.5)

Instructions:

- 1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

(Office Use Only)

Date of filing initial notice with the Secretary of State: March 9, 1995

File number of initial notice: 1431

Name of the agency or entity created under the agreement and responsible for the administration of the agreement: Orange County Fire Authority

Agency's or Entity's Mailing Address: P.O. Box 57115, Irvine, CA 92619-7115

Title of the agreement: Fourth Amendment to Amended Joint Powers Authority Agreement Orange County Fire Authority

Complete one or more boxes below. The agreement has been amended to:

- [ ] Change the parties to the agreement as follows:
[ ] Change the name of the administering agency or entity as follows:
[ ] Change the purpose of the agreement or the powers to be exercised as follows:
[ ] Change the short title of the agreement as follows:
[ x ] Make other changes to the agreement as follows: Memorialize the Orange County Fire Authority's commitment, terms, and conditions to its "snowball" accelerated pension liability paydown plan.

RETURN ACKNOWLEDGMENT TO: (Type or Print)

October 7, 2019

NAME: Sherry Wentz
ADDRESS: P.O. Box 57115
CITY/STATE/ZIP: Irvine, CA 92619-7115

Date

Signature

Sherry A.F. Wentz, Clerk of the Authority
Typed Name and Title

**FOURTH AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT  
ORANGE COUNTY FIRE AUTHORITY**

This Fourth Amendment ("Fourth Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Fourth Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when approved by a sixteenth member.

**RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the required number of member agencies approved the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. However, a final court judgment subsequently invalidated the Second Amendment, so the Second Amendment became, and remains, inoperative; and

WHEREAS, on July 14, 2015, the required number of member agencies approved the Third Amendment to the Amended Joint Powers Agreement ("Third Amendment") to eliminate alternative Board Directors;

WHEREAS, the Amended Joint Powers Agreement, as amended by the First Amendment and Third Amendment, is referred to herein as the "Amended Joint Powers Agreement And Its Operative Amendments";

WHEREAS, the members wish to adopt this Fourth Amendment to the Amended Joint Powers Agreement And Its Operative Amendments to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan on the terms and conditions set forth herein.

NOW THEREFORE, the members agree to amend the Amended Joint Powers Agreement And Its Operative Amendments as follows:

## AGREEMENT

1. *Article IV of the Amended Joint Powers Authority Agreement And Its Operative Amendments is amended to add Section 7, to read as follows:*

7. Payments to Reduce Unfunded Pension Liability.

A. Except as provided in subsection C, the OCFA Board shall appropriate funds in its budget annually consistent with, or greater than, the budgetary payments called for in the "snowball" accelerated pension liability paydown plan approved by the OCFA Board of Directors on September 26, 2013, and amended on November 19, 2015, November 17, 2016, and March 23, 2017.

B. Payments will be greater than those appropriated in the OCFA's budget annually when triggered by a Net General Fund Surplus (per the Financial Stability Budget Policy). Payments from the "Net General Fund Surplus" are hereby deemed as derived from revenues received by overfunded structural fire fund cities as determined by the equity calculation required under Article IV, Section 4 – Equity.

C. Appropriations and payments required by subsection A and B may be reduced to the extent the Board determines, by vote approved by two-thirds of the Board, is necessary to address a fiscal hardship.

1) For purposes of this section, "fiscal hardship" shall refer to a substantial reduction in OCFA anticipated revenue and/or a significant increase in anticipated expenses that are beyond the reasonable control of the OCFA Board.

2. *This Fourth Amendment amends the 1999 Amended Agreement And Its Operative Amendments, and except as specifically amended herein, the 1999 Amended Agreement And its Operative Amendments shall remain in full force and effect.*

[SIGNATURES ON FOLLOWING PAGES]

COUNTY OF ORANGE, a political  
subdivision of the State of California

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of its Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF THE  
BOARD

\_\_\_\_\_  
Clerk of the Board of Supervisors  
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE  
GIVEN TO:

County Executive Officer  
10 Civic Center Plaza  
Santa Ana, CA 92701

APPROVED AS TO FORM:

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

County Counsel

Dated: \_\_\_\_\_

*[Signatures Continued on Page 5]*

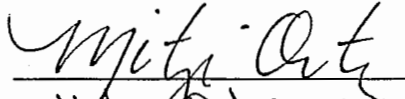
Memo dated 04/17/19 to the Clerk of the Board of Supervisors from County Executive Officer Frank Kim requested deletion of 04/23/19 Agenda Item No. #39 – Fourth Amendment to the Orange County Fire Authority Joint Powers Agreement commenting that the Fourth Amendment to the Orange County Fire Authority (OCFA) Joint Powers Agreement took effect following approval by at least 2/3 of OCFA members. Thus, approval of the Fourth Amendment by the County of Orange is no longer necessary and the County Executive Office is deleting the item.

CITY OF ALISO VIEJO

Dated: 11/7/18

By:   
David C. Hartington  
Mayor

ATTEST:

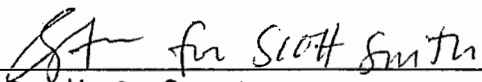
  
Mitzu Ortiz, CMG  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Aliso Viejo  
12 Journey, Suite 100  
Aliso Viejo, CA 92656-5335

Phone: (949) 425-2500  
Fax: (949) 425-3899

APPROVED AS TO FORM:

By:   
Scott C. Smith  
City Attorney

Dated: 11/7/18

**[Signatures Continued on Page 6]**

CITY OF BUENA PARK

Dated: 02-07-2019

By: Arthur C. Brown

Arthur C. Brown  
Mayor

ATTEST:

Adria M. Jimenez

Adria M. Jimenez, MMC  
City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Buena Park  
6650 Beach Blvd.  
Buena Park, CA 90620

Phone: (714) 562-3500

Fax: (714) 562-3599

APPROVED AS TO FORM:

By: Christopher G. Cardinale

Christopher G. Cardinale  
City Attorney

Dated: 1.22.19

**[Signatures Continued on Page 7]**

CITY OF CYPRESS

Dated: February 11, 2019

By: Stacy Berry

Mayor

ATTEST:

Renae Pasham

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Cypress  
5275 Orange Avenue  
Cypress, CA 90630

Phone: (714) 229-6688  
Fax: (714) 229-0154

APPROVED AS TO FORM:

By: Anthony Taylor  
City Attorney

Dated: 2/11/19

**[Signatures Continued on Page 8]**



CITY OF DANA POINT

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Dana Point  
33282 Golden Lantern  
Dana Point, CA 92629

Phone: (949) 248-9890

Fax: (949) 248-9920

APPROVED AS TO FORM:

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

City Attorney

Dated: \_\_\_\_\_

***[Signatures Continued on Page 9]***

CITY OF IRVINE

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Irvine  
One Civic Center Plaza  
Irvine, CA 92606-5208

Phone: (949) 724-6249

Fax: (949) 724-6045

APPROVED AS TO FORM:

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

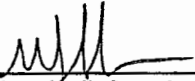
City Attorney

Dated: \_\_\_\_\_

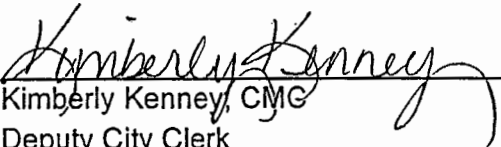
*[Signatures Continued on Page 10]*

CITY OF LA PALMA

Dated: December 18, 2018

By:   
Marshall Goodman  
Mayor

ATTEST:

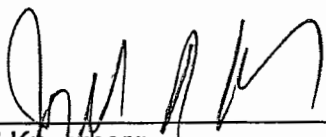
  
Kimberly Kenney, CMG  
Deputy City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of La Palma  
7822 Walker Street  
La Palma, CA 90623

Phone: (714) 690-3333  
Fax: (714) 523-7351

APPROVED AS TO FORM:

By:   
Joel Kuperberg  
City Attorney

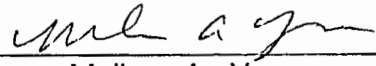
Dated: 12/18/18

CITY OF LAGUNA HILLS

Dated: \_\_\_\_\_

By:   
Melody Carruth  
Mayor

ATTEST:

  
Melissa Au-Yeung  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

Donald J. White  
City Manager  
City of Laguna Hills  
24035 El Toro Road  
Laguna Hills, CA 92653

Phone: (949) 707-2600  
Fax: (949) 707-2614

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gregory E. Simonian  
City Attorney

Dated: \_\_\_\_\_

***[Signatures Continued on Page 12]***

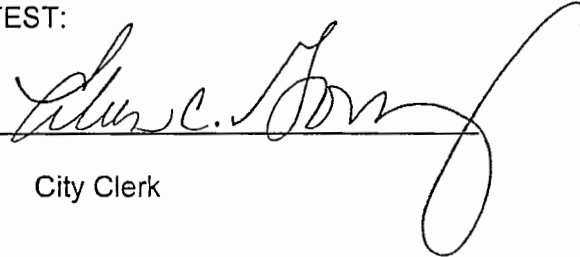
CITY OF LAGUNA NIGUEL

Dated: 3-19-19

By: 

Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Niguel  
30111 Crown Valley Parkway  
Laguna Niguel, CA 92677

Phone: (949) 362-4380

Fax: (949) 362-4340

APPROVED AS TO FORM:

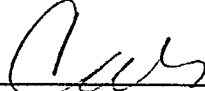
By:   
\_\_\_\_\_

City Attorney

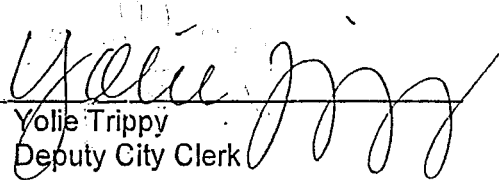
Dated: 3/13/19

**[Signatures Continued on Page 13]**

CITY OF LAGUNA WOODS

Dated: December 19, 2018 By:   
Carol Moore  
Mayor

ATTEST:

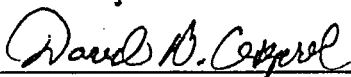
  
Yolie Trippy  
Deputy City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Laguna Woods  
24264 El Toro Road  
Laguna Woods, CA 92637

Phone: (949) 639-0500  
Fax: (949) 639-0591

APPROVED AS TO FORM:

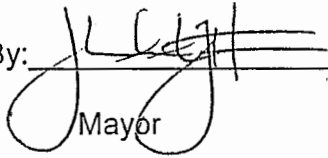
By:   
David B. Cosgrove  
City Attorney

Dated: 12.19.18

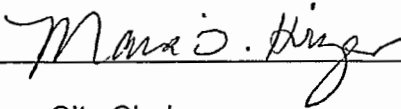
[Signatures Continued on Page 14]

CITY OF LAKE FOREST

Dated: 3/28/2019

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

ATTEST:

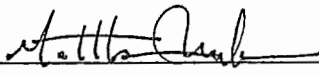
  
\_\_\_\_\_  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Lake Forest  
23161 Lake Center Drive, Suite 100  
Lake Forest, CA 92630

Phone: (949) 461-3400  
Fax: (949) 461-3511

APPROVED AS TO FORM:

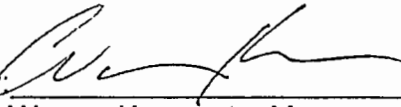
By:   
\_\_\_\_\_  
City Attorney

Dated: 3/28/13

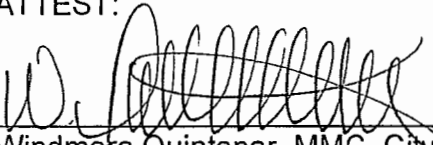
**[Signatures Continued on Page 15]**

CITY OF LOS ALAMITOS

Dated: 1/22/19

By:   
Warren Kusumoto, Mayor

ATTEST:

  
Windmeja Quintanar, MMC, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

Bret M. Plumlee, City Manager  
City of Los Alamitos  
3191 Katella Avenue  
Los Alamitos, CA 90720

Phone: (562) 431-3538  
Fax: (562) 493-1255

APPROVED AS TO FORM:

By:   
Michael S. Daudt, City Attorney


Dated: 1-22-19

**[Signatures Continued on Page 16]**



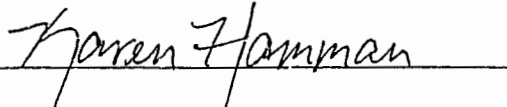
CITY OF MISSION VIEJO

Dated: 11-13-18

By: 

Mayor

ATTEST:

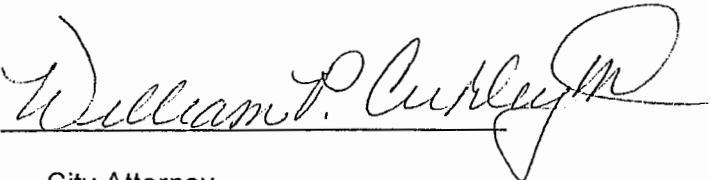
  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Mission Viejo  
25909 Pala, Suite 150  
Mission Viejo, CA 92691

Phone: (949) 470-3000  
Fax: (949) 859-1386

APPROVED AS TO FORM:

By:   
City Attorney

Dated: Nov. 13, 2018

**[Signatures Continued on Page 17]**

CITY OF PLACENTIA

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Placentia  
401 E. Chapman  
Placentia, CA 92870

Phone: (714) 993-8117

Fax: (714) 961-0283

APPROVED AS TO FORM:

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

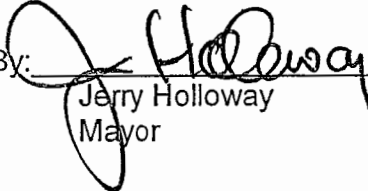
City Attorney

Dated: \_\_\_\_\_


*[Signatures Continued on Page 18]*

CITY OF RANCHO SANTA MARGARITA

Dated: January 9, 2019

By:   
Jerry Holloway  
Mayor

ATTEST:

  
Amy Diaz  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Rancho Santa Margarita  
22112 El Paseo  
Rancho Santa Margarita, CA 92688

Phone: (949) 635-1800  
Fax: (949) 635-1840

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

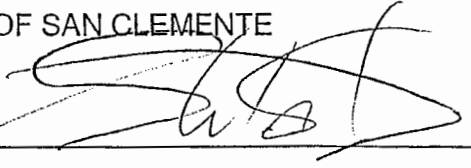
By: \_\_\_\_\_  
Greg Simonian  
City Attorney

Dated: January 9, 2019

*[Signatures Continued on Page 19]*

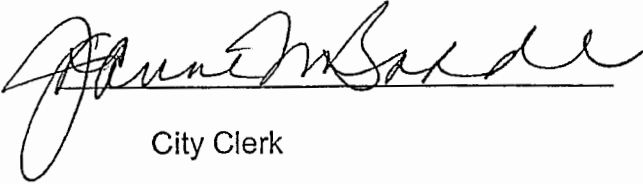
CITY OF SAN CLEMENTE

Dated: 2-19-19

By: 

Mayor

ATTEST:

  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of San Clemente  
100 Avenida Presidio  
San Clemente, CA 92672

Phone: (949) 361-8322  
Fax: (949) 361-8283

APPROVED AS TO FORM:

By: 

City Attorney

Dated: 3/20/19

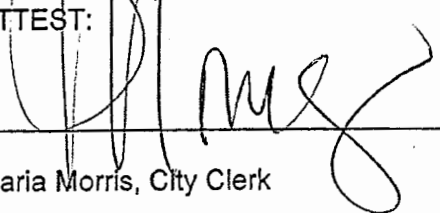
*[Signatures Continued on Page 20]*

CITY OF SAN JUAN CAPISTRANO

Dated: 1/18/19

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

Brian L. Maryott, Mayor

ATTEST:   
\_\_\_\_\_  
Maria Morris, City Clerk

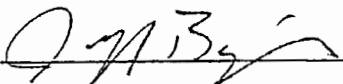
NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of San Juan Capistrano  
32400 Paseo Adelanto  
San Juan Capistrano, CA 92675

Phone: (949) 443-6315

Fax: (949) 493-1053

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Jeffrey Ballinger, City Attorney

Dated: Jan. 17, 2019

*[Signatures Continued on Page 21]*

CITY OF SANTA ANA

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

Phone: (714) 647-5200

Fax: (714) 647-6956

APPROVED AS TO FORM:

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

City Attorney

Dated: \_\_\_\_\_

*[Signatures Continued on Page 22]*

CITY OF SEAL BEACH

Dated: 2/13/19

By: Thomas Mone

Mayor

ATTEST:

[Signature]

City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Seal Beach  
211 8<sup>th</sup> Street  
Seal Beach, CA 90740

Phone: (562) 431-2527

Fax: (562) 431-4067

APPROVED AS TO FORM:

By: [Signature]

City Attorney

Dated: \_\_\_\_\_

**[Signatures Continued on Page 23]**

ORIGINAL

CITY OF STANTON

Dated: 11/27/2018

By: David J. Shawver  
David J. Shawver  
Mayor

ATTEST:

Patricia A. Vazquez  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

Phone: (714) 379-9222  
Fax: (714) 890-1443

APPROVED AS TO FORM:

By: Matthew E. Richardson  
Matthew E. Richardson  
City Attorney

Dated: 11/28/18

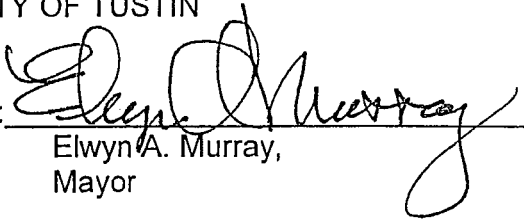
[Signatures Continued on Page 24]



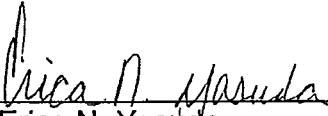


CITY OF TUSTIN

Dated: 11/20/18

By:   
Elwyn A. Murray,  
Mayor

ATTEST:

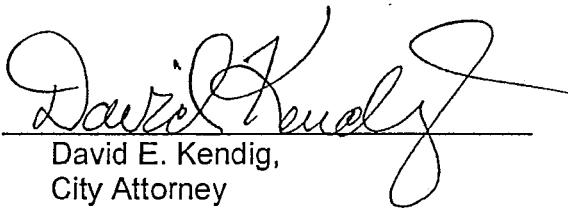
  
Erica N. Yasuda,  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Tustin  
300 Centennial Way  
Tustin, CA 92780

Phone: (714) 573-3010  
Fax: (714) 832-0825

APPROVED AS TO FORM:

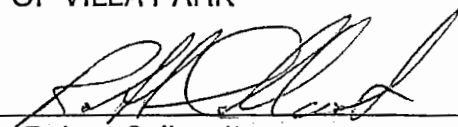
By:   
David E. Kendig,  
City Attorney

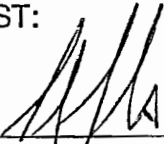
Dated: 11/20/18

**[Signatures Continued on Page 25]**

CITY OF VILLA PARK

Dated: March 26, 2019

By:   
Robert Collacott  
Mayor

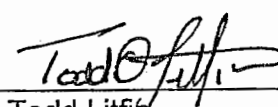
ATTEST:  
  
Steve Franks  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Villa Park  
17855 Santiago Blvd.  
Villa Park, CA 92861

Phone: (714) 998-1500  
Fax: (714) 998-1508

APPROVED AS TO FORM:

By:   
Todd Litfin  
City Attorney

Dated: 3/26/19

**[Signatures Continued on Page 26]**

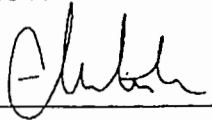
CITY OF WESTMINSTER

Dated: 4/5/19

By: TRENUTA

Mayor

ATTEST:



City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Westminster  
8200 Westminster Boulevard  
Westminster, CA 92683

Phone: (714) 898-3311  
Fax: (714) 373-4684

APPROVED AS TO FORM:

By: 

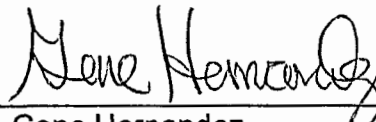
for City Attorney

Dated: 6/3/19

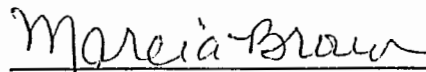
*[Signatures Continued on Page 27]*

CITY OF YORBA LINDA

Dated: November 20, 2018

By:   
Gene Hernandez  
Mayor

ATTEST:

  
Marcia Brown  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Yorba Linda  
4845 Casa Loma Avenue  
Yorba Linda, CA 92885-8714

Phone: (714) 961-7100  
Fax: (714) 993-7530

APPROVED AS TO FORM:

By:   
Todd Litfin  
City Attorney

Dated: 11/20/18