



Metro Cities Fire Authority

Established Date: May 18, 1999

Amended Date: N/A

Members: City of Anaheim, City of Brea, City of Fountain Valley, City of Fullerton, City of Garden Grove, City of Huntington Beach, City of Newport Beach, City of Orange.

Purpose:

The purpose of the Metro Cities Fire Authority is to provide for the operation, upgrade, maintenance, and repair of the Communications Center and Communications Equipment. The Authority provides for the mechanism to fund these activities to provide the highest level of emergency communications services. The Communication Center is located in the City of Anaheim and is maintained by the Authority pursuant to the agreement.

**MetroCities Fire Authority
JOINT POWERS AGREEMENT**

This Agreement, dated for purpose of identification the 1st day of July 1996, is made by and effective when fully executed by authorized representatives of all of the following public entities:

- A. City of Anaheim ("Anaheim");
- B. City of Fountain Valley ("Fountain Valley");
- C. City of Fullerton ("Fullerton");
- D. City of Garden Grove ("Garden Grove");
- E. City of Huntington Beach ("Huntington Beach");
- F. City of Newport Beach ("Newport Beach"); and
- G. City of Orange ("Orange").

RECITALS

A. The Parties to this Agreement each provide fire protection, fire prevention, rescue, emergency medical and related administrative services within their respective boundaries.

B. The Parties have determined that joint use of a central communications network and record keeping system reduces the administrative costs that would otherwise be incurred by each Party in providing fire suppression, emergency medical assistance, rescue service, and related services.

C. The Parties have determined that the costs associated with maintaining the staff and equipment necessary to operate a Communications Center should be funded by the Parties through a formal Joint Powers Agreement with costs apportioned to reflect the extent to which the Parties utilize the emergency Communications Equipment and staff.

D. The Parties have determined that joint use of a central communications network and record keeping system is also intended to foster cooperation among the Parties in the form of a separate written automatic aid agreement to consider the provision of emergency services by

the closest available unit and to serve as a vehicle for evaluating other opportunities for joint operations.

E. The Parties each have the power and authority to perform, and contract with one another pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq. of the Government Code) for the performance of the duties and functions that form the basis of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

CHAPTER I DEFINITIONS

1.1 Definitions

For the purpose of this Agreement, the words or terms specified in this Chapter shall have the following meanings:

A. Authority shall mean the Joint Powers Authority known as the MetroCities Fire Authority, created by this agreement pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq. of the Government Code).

B. "Capital Improvement Project" shall mean the acquisition of any piece of Communications Equipment or the funding of any Communications Center related project that requires an expenditure of \$30,000.00 or more.

C. "Capital Outlay" shall mean the acquisition of any piece of Communications Equipment or the funding of any Communications Center related project that requires an expenditure of \$500.00 or more but less than \$30,000.00.

D. "Communications Center" shall mean that portion of any structure or physical facility that houses Communications Equipment and/or Communications Center Staff.

E. "Communications Equipment" shall mean all electronic equipment, including telephones, telephone lines, radios, computers and software located within, or connected to, the Communications Center and utilized for the fire or rescue-related emergency communications or records management of any of the Parties.

F. "Member" shall mean any public entity that is a member upon the effective date of this Agreement or becomes a Party to this Agreement pursuant to the provisions of Section 9.1.

G. "Recorded Incident" shall mean any call for service dispatched within the jurisdiction of a Member's fire department that generates an incident number through any emergency Communications Facility used by any member during any relevant period prior to the effective date of this Agreement and through the Communications Center upon the effective date of this Agreement or at such time as the Communications Center begins operation pursuant to this Agreement.

H. "Communications Center Staff or Staff" shall mean all personnel of the City of Anaheim performing services related to the operations and maintenance of the MetroCities Communication Center, or such agency or individual as may be appointed by the Board to perform these functions.

I. "Fiscal Year" shall mean the twelve month period commencing July 1st and concluding June 30th.

CHAPTER II SPECIAL CONSIDERATIONS

This section establishes the rationale for the provisions relating to funding, administration and decision making.

2.1 Communications Center

The MetroCities Fire Authority Communications Center, located at 201 S. Anaheim Boulevard, Anaheim, CA, was constructed and is owned by the City of Anaheim. Ownership of the real property and facility housing the MetroCities Communication Center will remain solely the City of Anaheim. The Board may change the location of the Communication Center.

2.2 Communications Equipment

A. Certain existing communications equipment was acquired through the joint efforts of the Cities of Anaheim, Fullerton, Garden Grove and Orange and shall be identified as part of a fixed asset inventory system. Joint title to this equipment existing as of the date of termination or at the

end of its useful life shall vest with the Cities of Anaheim, Fullerton, Garden Grove and Orange and shall be disposed of as outlined in Section 10.2.

B. Certain existing communications equipment was acquired through the joint efforts of the Cities of Fountain Valley, Huntington Beach and Newport Beach and shall be identified as part of a fixed asset inventory system. Joint title to this equipment existing as of the date of termination or at the end of its useful life shall vest with the Cities of Fountain Valley, Huntington Beach, and Newport Beach and shall be disposed of as outlined in Section 10.2.

C. Certain existing communications equipment was acquired by the City of Huntington Beach and shall be identified as part of a fixed asset inventory system. Title to this equipment existing as of the date of termination or at the end of its useful life shall vest with the City of Huntington Beach and shall be disposed of as outlined in Section 10.2.

D. Title to equipment purchased jointly on behalf of the Authority, existing as of the date of termination or at the end of its useful life, shall vest with the Authority and shall be disposed of as outlined in Section 10.2.

E. After the effective date of this agreement, title to communication equipment purchased for the Communication Center separately by individual members of the Authority shall vest only with those individual members contributing to the purchase of said equipment. Such equipment shall be identified as part of a fixed asset inventory system. Title to this equipment existing as of the date of termination or at the end of its useful life shall vest with those individuals purchasing said equipment and shall be disposed of as outlined in Section 10.2

CHAPTER III PURPOSE AND POWERS

3.1 Authority Created

This Agreement creates a Joint Powers Authority known as the MetroCities Fire Authority. The Authority is formed pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title I of the Government Code of the State of California (The Joint Exercise of Powers Act). The Authority shall be considered a public entity separate and apart from the Members. Within thirty (30) days after the effective date of this Agreement

and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the Office of the California Secretary of State containing the information required by Government Code 6503.5.

3.2 Common Powers

Each Party has the common power to, inter alia:

- A. Provide fire protection, fire suppression, fire prevention, emergency medical, rescue and related services;
- B. Maintain an effective communications and emergency dispatch system to facilitate and support fire protection, fire suppression, rescue and emergency medical services;
- C. Employ and train personnel to perform emergency equipment communication and dispatch services, communication facility maintenance and the purchase of Communications Equipment.

3.3 General Purpose

The primary purpose of this Agreement is to provide for the operation, upgrade, maintenance and repair of the Communications Center and Communication Equipment. This Agreement is intended to provide a formal mechanism by which the Authority can fund these activities to provide the highest possible level of emergency communications services.

3.4 Powers

The Authority shall have the power, in its own name, to do any of the following:

- A. To jointly exercise the common powers of the Members;
- B. To make and enter into contracts;
- C. To retain the services of fire suppression specialists, emergency communications consultants, and such other persons with specialized knowledge or ability capable of assisting the Members in achieving the purposes of this Agreement;
- D. To acquire, hold or dispose of property by any lawful means, including, without limitation, gift, and purchase for sale;
- E. To incur debts, liabilities or obligations subject to the limitations specified to this Agreement;

F. To receive gifts, contributions, grants, and donations of property, funds, services and other forms of assistance from any person, firm, entity, corporation or public agency;

G. To sue and be sued in its own name;

H. To apply for any grant or grants offered in conjunction with any Federal, State or local program that is in any way related to the purpose of this Agreement;

I. To adopt rules, regulations, policies, by-laws and procedures governing the operation of the Authority;

J. To exercise any other power in the manner and according to the methods provided by applicable laws, rules or regulations, subject only to the restrictions on the manner of exercising such powers that may be applicable to the City of Anaheim.

CHAPTER IV ORGANIZATION

4.1 Membership

The Members of this Authority shall be the public entities which executed this Agreement or a subsequent amendment and have not withdrawn from, or had membership in the Authority terminated, as provided in Section 9.2 and Section 9.3.

4.2 Board

A. The Board shall consist of the existing City Manager or City Administrator of each Party and as an alternate, the Fire Chief or his/her designee.

B. Each Board Member shall hold office from the first meeting of the Board after appointment and shall serve at the pleasure of their appointing authority.

C. A Board Member or alternate shall not receive compensation, but may be reimbursed by the Authority for expenses reasonably incurred while performing duties required by this Agreement, and as further specified and limited by resolution of the Board.

4.3 Principal Office

The principal office of the Authority shall be 201 South Anaheim Boulevard, Suite 302 in the City of Anaheim, County of Orange. The Board has the full power and authority to change the principal office from one location to another within the County of Orange.

4.4 Meetings

The Board shall meet at the principal office of the Authority, or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution. Regular, adjourned and special meetings of the Board shall be called, noticed and conducted in accordance with the Ralph M. Brown Act or other relevant open meeting law.

4.5 Quorum

A majority of the Board Members (or the alternate for any absent voting Member) shall constitute a quorum for the purpose of transacting business relating to the Authority, subject to the provisions of Sections 7.1 and 7.5.

4.6 Powers and Limitations

All of the powers of the Authority are reserved to it except to the extent of powers conferred on the Board pursuant to this Agreement. Each Board Member, or alternate in the absence of any voting Member shall be entitled to one vote and, except as expressly provided in this Agreement, including Sections 7.1 and 7.5, the affirmative vote of the majority of those present and qualified shall effect adoption of any motion, resolution, order or action the Board deems appropriate.

4.7 Minutes

The secretary of the Authority shall provide notice of, prepare and post agendas for, and keep minutes of, each regular, adjourned and special meeting of the Board. The secretary shall send a copy of the minutes to each Board Member and otherwise perform the duties necessary to ensure compliance with provisions of law including, without limitations, any applicable "open meeting law" such as the Ralph M. Brown Act.

4.8 Rules

The Board may adopt rules and regulations for the conduct of its affairs that are not in conflict with this Agreement.

4.9 Officers

The Board shall select a chairperson and vice chairperson from its Members and shall appoint a secretary who may, but need not, be a Member of the Board. The treasurer of the City of Anaheim shall hold the office of treasurer. The auditor shall be a Certified Public Accountant, annually appointed by the Board, and shall perform the duties of the auditor as authorized in Sections 6505 et seq. of the Government Code. The treasurer shall keep all revenues of the Authority in a separate interest bearing account and otherwise perform the duties and responsibilities of that office as specified in Sections 6505 et seq. of the Government Code. The chairperson, vice chairperson and secretary shall hold office for a period one year, or until a successor is appointed.

4.10 Bond

The treasurer, auditor and such other persons who may have access to, or handle, any revenue of the Authority shall be required to file an official bond in an amount determined by the Board and consistent with the provisions of Section 6505.1 of the Government Code. This bonding requirement shall be satisfied if an existing bond is extended to cover the duties required by this Agreement. The costs of complying with the requirements of this Section shall be considered an administrative expense of the Authority.

4.11 Status of Officers and Employees

In accordance with the Joint Exercise of Powers Act, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, relief, disability, workers compensation and other benefits which apply to the activities of officers, agents, or employees of any of the Member's agency when performing their respective duties or functions for that agency, shall apply to each of them to the same degree and extent

while engaged in the performance of any activity, function or duty pursuant to this Agreement.

4.12 Fair Political Practices Act

The Members of the Board shall be considered public officials within the meaning of the Fair Political Practices Act of 1974, as amended, and its regulations, for the purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to contrary opinion or written advice of the California Fair Political Practices Commission.

CHAPTER V BASIC SERVICES

5.1 Communications Center -- Operations

A. The Communications Center shall be maintained and operated by the Authority, pursuant to this Agreement, for the use and benefit of all Members. The Communications Manager, or equivalent position, of the City of Anaheim shall be the Administrator of the Communications Center so long as Anaheim operates and administers the Communications Center.

B. To provide for such maintenance and operations, the City of Anaheim will, through use of City of Anaheim employees, provide all services required to operate, maintain and administer the Communications Center. The Authority shall pay the actual costs of such operation and administration, plus an administrative overhead fee. The costs of such operation and administration, including administrative overhead, shall be borne by each Member according to its fair share percentage as determined pursuant to Section 6.1 hereof.

C. The Authority is empowered to develop policy to establish the service levels for the Communications Center operation and maintenance.

D. Communications Center employees shall be governed by the same personnel rules, regulations, Memoranda of Understanding, administrative regulations and other related matters as apply to other employees of the City of Anaheim. Recruitment, position classifications and descriptions, hiring, discipline, promotion, and other employee-related functions shall be determined solely by the City of Anaheim.

E. Anaheim will determine the procedures and standards of selection for employment and promotion, direct its employees, take disciplinary action, relieve its employees from duty for legitimate reasons, maintain the efficiency of communications operations, determine the methods, means and personnel by which it will meet the service levels established by the Authority.

F. Anaheim may elect to discontinue providing services for the operation and administration of the Communications Center by giving notice of such election in writing to the Board a minimum of six (6) months prior to such cessation. In the event of such discontinuance by Anaheim, the Board may appoint another Member as the administrator or contract with another provider of such services. Should Anaheim's services as operator and administrator of the Communications Center terminate, use of the City of Anaheim's facilities shall also terminate unless a separate use/rental agreement is approved. Anaheim's election to discontinue providing services set forth herein does not constitute Withdrawal from the Authority.

G. The Board may elect to terminate Anaheim's services as operator and administrator of the Communications Center by giving notice of such election in writing to Anaheim a minimum of six (6) months prior to the date of such termination. In the event of such termination, the Board may appoint another Member as the administrator or contract with another provider of such services. Such termination of Anaheim's services does not in and of itself constitute either Withdrawal or Termination of Anaheim from the Authority. Should Anaheim's services as operator and administrator be terminated by the Board, use of the City of Anaheim's facilities shall also terminate unless a separate rental/use agreement is approved.

H. Each member acknowledges that the City of Anaheim owns the property (land and facility) on which the Communications Center is situated at the time of the formation of the Authority. Rental costs, depreciation and other factors relating to use of this property are not currently included in either the administrative overhead fee or the costs of services provided by Anaheim.

5.2 Maintenance of Equipment

A. The Authority shall maintain and repair all Communications Equipment, including, without limitation, telephones, radios, computers, hardware, software, electrical systems and all related mechanical devices or facilities other than equipment which Members are required to install pursuant to provisions of Subsection C.

B. The Authority shall purchase new or used Communications Equipment as necessary to replace existing equipment or upon a determination by the Board that new or additional Communications Equipment will facilitate emergency communications.

C. As a condition to receiving emergency communications services, each Member shall install and maintain, the following equipment in each fire station, rescue facility, or related mobile unit as maintained by the Member:

1. A station direct telephone line with handset originating at the Communications Center or a personal Alpha/Numeric pager for each unit.

2. A station vocal or paging line and speaker originating at the Communications Center.

3. A minimum of two emergency telephone reporting trunk lines terminating at the Communications Center.

4. One mobile data computer terminal or status message device in each operating fire company or rescue unit.

5. Other equipment which the Board determines to be necessary to maintain an effective communications network.

Each Member shall pay the costs of installing, maintaining and repairing the Communications Equipment it is required to provide pursuant to this Paragraph. All maintenance and repair of hardware and Communications Equipment which are physically connected to the Communications Center shall be coordinated through the Communications Center Management.

D. Subject to prior Board approval, any Member may install special Communications Equipment or extra telephonic equipment provided the installing Member pays all the equipment and installation costs. The Board may approve Member's requests for installation of special equipment only on a finding that neither the Authority nor any Member will incur any

additional cost and that installation of the equipment will have no adverse impact on emergency communication capability.

E. Each member shall provide the Authority with mapping and related emergency dispatching information necessary for the efficient deployment of fire units and manpower. Each Member shall continually update mapping and deployment information and provide this information to the Authority and each member as appropriate.

F. Each member shall be responsible to provide a back-up emergency dispatch system to provide alternative emergency communication services within that member's jurisdiction in the event Communications Center systems at the Communications Center are disabled or inoperative.

CHAPTER VI FUNDING AND ADMINISTRATION

6.1 Funding

Each Member shall pay a portion of the costs incurred by the Authority in providing the services described in Section 5.1. Each Member's share of the costs incurred by the Authority shall be based upon that Member's "fair share percentage" which shall be determined in accordance with the provisions of this Section. The number of Recorded Incidents attributable to each Member represents the most equitable basis for determining that Member's share of the costs incurred by the Authority.

A. The contribution of each Member shall be based upon the number of Recorded Incidents attributable to each Member, divided by the Recorded Incidents attributable to all Members, during the calendar year preceding the fiscal year for which that Member's fair share percentage is being calculated. Once determined for any fiscal year, the Member's fair share percentage shall remain unchanged. The following is the formula pursuant to which the fair share percentage will be calculated:

RECORDED INCIDENTS ATTRIBUTABLE TO A MEMBER	(DIVIDED BY)
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RECORDED INCIDENTS ATTRIBUTABLE TO ALL MEMBERS	(EQUALS)
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MEMBERS FAIR SHARE

PERCENTAGE

B. Each Member's contribution to the budget shall be determined by multiplying that Member's fair share percentage by the amount of the budget or budgetary component.

C. The City of Anaheim shall invoice each Member agency one-quarter of that agency's total fair share percentage of the budget at the beginning of July, October, January and April of each fiscal year. Each Member shall pay such bill promptly and within thirty (30) days after receipt thereof. Final year-end adjustments of costs representing the difference between estimated annual expenditures and actual annual expenditures shall be calculated and paid by or credited to each no later than the last day of the first quarter of the following fiscal year. All credits may be deposited into the Communications Equipment capital reserve account as outlined in Section 7.2.A.5 upon unanimous consent of the Board. A Member(s) may deposit year-end credits in their Member Specific Communications Equipment replacement component fund as outlined in Section 7.2.A.5.

6.2 Administrative Services

A. Anaheim shall provide the Administrative Services required for operation of the Communications Center, and management and administration of the personnel within, for an administrative fee of twelve percent (12%) of the Communications Center operations and capital outlay and the Member specific communications operations components of the budget, as outlined in Sections 7.1.A.1 and 7.1.A.2. Administrative Services includes, but is not limited to general accounting of funds received and disbursed, preparation of invoices to Members, preparation of documents relative to any grant program, routine legal counsel and services from various departments within the City of Anaheim as may be necessary from time to time, including but not limited to Human Resources and Labor Management Departments, Finance Department, Purchasing, and such other functions as may be required by this Agreement or the provisions of any law including, without limitation, the Joint Exercise of Powers Act.

B. Anaheim's City Attorney's Office will serve as general counsel to the Authority to provide routine legal counsel services required from time to time. Extraordinary legal services (for example, Anaheim's time

and expense or the expense for outside counsel in connection with a lawsuit against the Authority, its officers, agents, employees, representatives and volunteers providing services to the Authority) constitute additional expenses and are not covered by the administrative overhead.

6.3 Emergency Repairs

In the event the Communication Center or Communications Equipment suffers damage which interferes with emergency communications services, the City of Anaheim is authorized without prior Board approval to have the necessary repairs made so that services are resumed as soon as possible.

6.4 Capital Improvements-Funding

In the event the Communication Center or Communications Equipment suffers damage and the cost of repairs exceeds sums designated for repair in that component of the budget and any reserve fund, the Board shall promptly solicit bids for the repair of damage from at least three (3) responsible firms, award the contract to the lowest responsible bidder and direct the accepted responsible bidder to make the repairs as soon as possible. Each Member shall pay its estimated fair share percentage of the repairs within 30 days after the award of the contract.

CHAPTER VII BUDGETARY PROVISIONS

7.1 Annual Budget

The Board shall adopt an annual budget pursuant to this Agreement and procedures adopted by the Board.

A. A preliminary draft of the budget shall be presented to the Members by January 15 of each year for their review. Said budget shall be submitted to the Board for consideration and adoption. Budget adoption shall require positive consent of the number of Board Members necessary to represent a minimum of Fifty-One Percent (51%) of the fair share participation in the Authority.

7.2 Special Budgetary Consideration

A. The budget adopted by the Board shall consist of:

1. A Communications Center operations and capital outlay component, which shall provide for the personnel, maintenance and operations support, and capital acquisitions necessary for the joint operation of the Communications Center as described in Section 5.1 and 5.2.

2. A Member(s) specific communications operations component, which shall provide for the maintenance and operation of the Member specific Communications Equipment described in Section 5.2 (C).

3. A Capital Improvement Project component, which shall provide for the acquisition or replacement of major Communications Equipment items or fund major Communications Center related projects.

4. A Communications Equipment capital reserve component, which shall be deposited into a common designated reserve account designed to defray future replacement costs of major components of the Communications Equipment.

5. A Member(s) specific Communications Equipment replacement component, which shall be deposited into a Member specific designated reserve account designed to defray future replacement costs of Member specific Communications Equipment.

6. If the Board elects to establish a liability reserve fund as provided for in Chapter VIII, the amount of the fund, and the amount of annual contribution to the fund, shall be those amounts established by the Board.

B. Except as provided in Section 6.3 the contributions of Members shall be used to defray the costs and expenses associated with the budget. Special assessment(s) can be levied from time to time provided approval of the legislative body of each Member is first obtained.

C. Each Member's annual contribution to the budget shall be determined by adding the following:

(i) Communications Center operations component, less the amount identified in the City of Anaheim budget for facility rental, multiplied by that Member's fair share percentage;

(ii) That portion of the Member's Specific Operations Component attributable to that Member's specific Communications Equipment;

(iii) The Capital Improvement Project component multiplied by that Member's fair share percentage;

(iv) A Communications Equipment Capital reserve component multiplied by that Member's fair share percentage;

(v) That portion of the Member's specific Communications Equipment replacement component attributable to that Member;

(vi) That Member's share of the administrative expenses which shall be calculated by multiplying the amount of reimbursement by that Member's share of the communications operations and Member specific operations component of the budget; and

(vii) The cost of risk financing, as provided for in Section 8.2, multiplied by that Member's fair share percentage.

7.3 Disbursements

The treasurer shall draw checks or warrants upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of such claims or disbursements in accordance with the rules and regulations adopted by the Board.

7.4 Accounts

All funds shall be placed in accounts and the receipt, transfer or disbursement of funds during the term of this Agreement shall be accounted for, in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability for all funds. All interest earnings, revenues and expenditures shall be reported quarterly to the Board.

7.5 Expenditures Within Approved Annual Budget

All expenditures shall be within the limitations of the approved annual budget or as amended by the Board. Amendments to the approved annual budget shall require positive consent of the number of member agencies necessary to represent a minimum of Fifty-One Percent (51%) of the fair share participation in the Authority.

CHAPTER VIII
LIABILITY/INSURANCE

8.1 Liabilities

The debts, liabilities and obligations of the Authority shall not be considered the debts, liabilities or obligations of any Member, except as otherwise provided in this Chapter.

8.2 Indemnification/Hold Harmless

A. The Authority shall defend, indemnify and hold harmless each Member, its officers, agents, employees, representatives and volunteers from and against any loss, injury, damage, claim, lawsuit, liability, expense, or damages of any kind or nature arising out of or in connection with the performance of services pursuant to this Agreement. The Authority shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, by purchasing commercial insurance, by joining a joint powers insurance authority (JPIA), and/or by requiring that assessments be paid by each Member pursuant to this Subsection. In the event that the Authority's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and the proceeds from any applicable insurance or JPIA coverage maintained by the Authority (hereinafter "Unfunded Liability"), each Member hereby agrees to indemnify and hold harmless the Authority for such deficiency in accordance with the following: In the event an Unfunded Liability arises, the contribution of each Member shall be in an amount equal to the total Unfunded Liability multiplied by that member's percentage of the budget as specified in Section 6.1.

B. The Authority, its officers, agents, contractors, employees, representatives, Staff, and volunteers (hereinafter, for the purposes of Subsection 8.2.B and 8.3, collectively referred to as "Emergency Dispatchers"), shall not be liable, in any manner, to any Member, or to an officer, official, or employee of any Member, for any loss, injury, damage, claim, lawsuit, liability, expense, or damages which may be incurred by, or brought against a Member which is providing any type of emergency response service undertaken by any Member pursuant to a call, dispatch, or instruction (by whatever name called) issued by, or on behalf of, the Emergency Dispatcher, regardless of whether or not such liability may have arisen, in whole or in

part, by the negligent acts, conduct, or omissions of one or more of the Emergency Dispatchers.

C. Each Member shall assign to the Authority its rights, title, and interest to recover damages from any third party, to the extent that the Authority has met its obligations to such Member pursuant to this Section 8.2.

D. Should any Member utilize the Communications Center for its own individual purposes, outside the scope of the Authority, such Member shall indemnify, defend, and hold harmless the Authority and other Members from all claims, demands, actions, liability, or damages of any kind or nature, arising out of such use.

E. No provision of this Agreement shall be construed as to require any party to obtain or maintain liability or other insurance coverage not otherwise required by law.

8.3 Waiver

Except as provided in Section 8.2, each Member waives and gives up any claim against, or right to sue, the Authority, or its respective officers, employees, Staff, agents, contractors, representatives or volunteers for any loss, damage or injury that arises out of, or is any way related to, such Member providing any type of emergency response service pursuant to a call, dispatch, or instruction issued by, or on behalf of, the Emergency Dispatcher, regardless of whether or not such liability may have arisen, in whole or in part, by the negligent acts, conduct or omissions of one or more of the Emergency Dispatchers. This waiver extends to liability for bodily injury or property damage that may be sustained by any Member or its officers, employees, contractors, or agents, and which was proximately caused, in whole or in part, by the negligent act, conduct or omission of the Authority, its respective officers, employees, Staff agents, contractors, representatives or volunteers. However, this waiver does not extend to bodily injury or property damage caused by an unlawful, fraudulent or willful act or omission of the Authority or its officers or employees.

CHAPTER IX

ADMISSION AND WITHDRAWAL OF MEMBERS

9.1 New Members

Public entities may become Members in the Authority upon such terms and conditions as may be specified by the Board. New Members shall pay a surcharge to be determined by the Board at the time of application.

9.2 Withdrawal

A Member may withdraw from the Authority at the end of any fiscal year and terminate its rights and obligations pursuant to this Agreement by giving written notice of its intention to terminate to the secretary of the Board no later than December 31 prior to the termination of the fiscal year in which the Member intends to withdraw. The written notice shall be accompanied by a resolution or minute order of the legislative body of the Member specifying its intent to withdraw from the Authority. Withdrawal of a Member, however, shall not relieve the withdrawing Member of its proportionate share of any debts or other liabilities incurred by the Authority prior to the effective date of such withdrawal, or any liabilities imposed upon or incurred by the Member pursuant to this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Member to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the Authority, except Member Specific Communication Equipment, provided the withdrawing Member pays all costs of removal.

9.3 Breach

The Board shall have the authority to terminate the Membership of any Member in the event the Member materially breaches its duties pursuant to this Agreement. For the purposes of this Section, the term "material breach" shall include, without limitation, a failure to fund the budget in accordance with the Chapter VI, the failure to make any contribution or pay any assessment when due, and the failure to defend or indemnify other Members as required in Chapter VIII. The Board shall give the Member notice of the breach and the right to cure the breach within thirty (30) days of the notice. In the event the Member fails to cure the breach

within thirty (30) days, the Board shall have the right to immediately terminate the Membership. Termination of the Membership of Member a for breach shall not relieve the terminated Member of its proportionate share of any debts or other liabilities incurred by the Authority prior to the effective date of such termination, or any liabilities imposed upon or incurred by the Member pursuant to this Agreement prior to the effective date of such termination. However, such termination shall result in the forfeiture of all rights and claims of the terminated Member to any repayment of contributions or advances or other distribution of funds or property after termination, including distribution in the event of termination of the Authority, except Member Specific Communication Equipment, provided the terminating Member pays all costs of removal.

CHAPTER X

TERMINATION AND DISPOSITION OF ASSETS

10.1 Termination

The Authority shall continue to exercise the joint power specified in this Agreement until termination of this Agreement. This Agreement shall terminate if five (5) or more Members give the Authority written notice of their intention to withdraw as specified in Section 9.2 or if the Members mutually agree to terminate this Agreement. No termination of the Authority shall occur until all of its debts, liabilities, and obligations and other evidence of indebtedness are paid or adequate provision for such payment is made in accordance with the resolution of the Authority. No termination of the Authority shall occur which is contrary to the language, spirit or intent of any contract or agreement entered into by the Authority with the U.S., the State of California, or any department, administration or agency of either.

10.2 Distribution of Property

A. All capital equipment purchased as part of this Agreement, shall be assigned an "operating life" by the Board. The Board shall also designate equipment which is critical or non-critical to the operation of the facilities. Upon termination of this Agreement, all capital equipment either functioning within its operating life or beyond, shall be appraised by an independent appraiser and equipment designated as critical

may be purchased first by the City of Anaheim and then by any Member agency. Non-critical capital equipment may be purchased by any Member agency based on procedures adopted by the Board. Capital equipment not purchased by Member agencies, shall be sold to the public at appraised value or at public auction. The proceeds of all sales shall be paid to each Member pursuant to their fair share percentage as determined for the most recent fiscal year.

B. Upon termination of this Agreement, all capital equipment purchased prior to this Agreement, as specified in Section 2.2.A, 2.2.B, 2.2.C, 2.2D and 2.2E shall be returned to the Member.

C. In the event of termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions, or in-lieu contributions made or given to the Authority by such Members, and distributed to all Members on the same basis as the annual distributions to Members under this Agreement.

CHAPTER XI MISCELLANEOUS

11.1 Amendments

Except for Sections 6.2, 7.1, 7.5, 8.2 and 8.3, this Agreement may be amended with the approval of a majority of the Members. Amendments to Sections 6.2, 7.1 and 7.5 shall require positive consent of the number of Board Members necessary to represent a minimum of Fifty-One Percent (51%) of the fair share percentage as determined for the most recent fiscal year in the Authority. Amendments to Sections 8.2 and 8.3 shall require the unanimous consent of the Board. No amendments to this Agreement may be made which would adversely affect the interests of the owner of bonds, letters of credit, or other financial obligations of the Authority.

11.2 Notice

Any notice or instrument required to be given or delivered pursuant to this Agreement shall be deemed given when personally delivered to the Member or the Authority, or deposited in the United States

mail, first class postage pre-paid, and properly addressed to the principal office of the Member or the Authority.

11.3 Partial Invalidity

If one or more of the Chapters, Sections, paragraphs or provisions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, each and all of the remaining Chapters, Sections and paragraphs shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law, provided, the remaining Sections or provisions can be construed in substance to constitute the Agreement the Parties intended in the first instance.

(Rest of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed unattested by their duly authorized officers, and to have their official seals affixed hereto as of the date first stated above.

Dated: May 21, 1996

CITY OF ANAHEIM

By: Tan Daly
MAYOR

ATTEST:

By: Leonora N Seal
CITY CLERK

APPROVED AS TO FORM:

By: Carol J Flynn, Deputy
CITY ATTORNEY

Dated: _____

CITY OF FOUNTAIN VALLEY

By: By B Smith
MAYOR

ATTEST:

By: J E Palazzo
CITY CLERK

APPROVED AS TO FORM:

By: Alan H. Burns
CITY ATTORNEY

Dated: June 11, 1996

CITY OF FULLERTON

By: Chris Norby
MAYOR

ATTEST:

By: Andray K. Culver
CITY CLERK

APPROVED AS TO FORM:

By: [Signature]
CITY ATTORNEY

Dated: May 28, 1996

CITY OF GARDEN GROVE

By: [Signature]
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY

Dated: June 3, 1996

CITY OF HUNTINGTON BEACH

By: [Signature]
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature] 5/13/96
CITY ATTORNEY JB 6/13/96
PB 5/16/96

Dated: 6/24/96

CITY OF NEWPORT BEACH

By: [Signature]
MAYOR



ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY

Dated: May 21, 1996

CITY OF ORANGE

By: James Coody
MAYOR

ATTEST:

By: Cassandra J. Catcast
CITY CLERK

APPROVED AS TO FORM:

By: Robert Starks
CITY ATTORNEY



Bill Jones
Secretary of State

Limited Partnership Division
P.O. Box 944225
Sacramento, CA 94244-2250

Special Filings

(916) 653-3984

July 11, 1996

City of Anaheim
Carol J Flynn
City Attorney's Office
200 S Anaheim Blvd
Anaheim CA 92805

CITY OF ANAHEIM
JUL 15 1996
CITY ATTORNEY

The purpose of this letter is to acknowledge the filing in this office of a Notice of a Joint Powers Agreement for:

Metro Cities Fire Authority

pursuant to California Government Code Section 6503.5 or 6503.7. This was filed as of: July 10, 1996 and assigned file: #1518.

In the future, if additional information concerning this Joint Powers is to be reported to the Secretary of State's Office, please use the revised form which is enclosed.

If it is determined that this entity meets the requirements for inclusion on the Roster of Public Agencies pursuant to Government Code Section 53051, please complete a Statement of Facts form and submit it for filing. A form is enclosed for your convenience.

Sincerely,

Special Filings Unit

Enclosures



State of California

Bill Jones
Secretary of State

FILE NO. 1518

FILED
In the office of the Secretary of State
of the State of California

JUL 10 1996

Bill Jones
BILL JONES, Secretary of State

(Office Use Only)

NOTICE OF A JOINT POWERS AGREEMENT

(Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 653-3984
2. Include filing fee of \$5.00.
3. Do not include attachments, unless otherwise specified.

The name of the agency or entity created under the agreement and responsible for the administration of the agreement

is: Metro Cities Fire Authority

Mailing Address: 201 S. Anaheim Blvd., Suite 302, Anaheim, CA 92805

Provide a short title of the agreement if applicable: _____

The public agencies party to the agreement are:

(1) City of Anaheim

(2) City of Fountain Valley

(3) City of Fullerton

If more space is needed, continue on a separate sheet and attach it to this form.

The effective date of the agreement is: June 25, 1996; Operative date is 7-1-96

Provide a condensed statement of the agreement's purpose or the powers to be exercised: Joint use of a central communications network and record keeping system in providing fire suppression, emergency medical assistance, rescue service, and related services.

Date: 7-5-96

Carol J. Flynn
Signature

CAROL J. FLYNN, Deputy City Attorney
Typed Name and Title

(Continued from page 1 under "The public agencies part to the agreement are:")

City of Garden Grove
City of Huntington Beach
City of Newport Beach
City of Orange

ORIGINAL

1 Metro Cities Fire Authority

2 FIRST AMENDED

3 JOINT POWERS AGREEMENT

4 This First Amended Joint Powers Agreement, dated for
5 purpose of identification the 23rd day of June, 1997 is
6 made by and effective when fully executed by authorized
7 representatives of all of the following public entities:

- 8 A. City of Anaheim ("Anaheim");
9 B. City of Fountain Valley ("Fountain Valley");
10 C. City of Fullerton ("Fullerton");
11 D. City of Garden Grove ("Garden Grove");
12 E. City of Huntington Beach ("Huntington Beach");
13 F. City of Newport Beach ("Newport Beach"); and
14 G. City of Orange ("Orange").

15 RECITALS

16 A. The Parties to this Agreement each provide fire
17 protection, fire prevention, rescue, emergency medical and
18 related administrative services within their respective
19 boundaries.

20 B. The Parties have determined that joint use of a
21 central communications network and record keeping system reduces
22 the administrative costs that would otherwise be incurred by
23 each Party in providing fire suppression, emergency medical
24 assistance, rescue service, and related services.

25 C. The Parties have determined that the costs
26 associated with maintaining the staff and equipment necessary to
27 operate a Communications Center should be funded by the Parties
28 through a formal Joint Powers Agreement with costs apportioned

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 254-5183
FAX (714) 254-5123

1 to reflect the extent to which the Parties utilize the emergency
2 Communications Equipment and staff.

3 D. The Parties have determined that joint use of a
4 central communications network and record keeping system is also
5 intended to foster cooperation among the Parties in the form of
6 a separate written automatic aid agreement to consider the
7 provision of emergency services by the closest available unit
8 and to serve as a vehicle for evaluating other opportunities for
9 joint operations.

10 E. The Parties each have the power and authority to
11 perform, and contract with one another pursuant to the Joint
12 Exercise of Powers Act (Section 6500 et. seq. of the Government
13 Code) for the performance of the duties and functions that form
14 the basis of this Agreement.

15 F. The Parties entered into the initial Joint Powers
16 Agreement on the 1st day of July, 1996. The Parties wish to
17 amend said Agreement in its entirety through this First Amended
18 Agreement.

19 THE PARTIES AGREE AS FOLLOWS:

20 CHAPTER I
21 DEFINITIONS

22 1.1 Definitions

23 For the purpose of this Agreement, the words or terms
24 specified in this Chapter shall have the following meanings:

25 A. "Administrator" shall mean the Communications
26 Manager or equivalent position of the City of Anaheim.

27 B. "Authority" shall mean the Joint Powers Authority
28 known as the Metro Cities Fire Authority, created by this

1 agreement pursuant to the Joint Exercise of Powers Act (Section
2 6500 et. seq. of the Government Code).

3 C. "Board member" shall mean the voting member or
4 alternate appointed by the governing body of each Member agency
5 to represent said agency on the Board.

6 D. "Capital Improvement Project" shall mean the
7 acquisition of any piece of Communications Equipment or the
8 funding of any Communications Center related project that
9 requires an expenditure of \$30,000.00 or more.

10 E. "Capital Outlay" shall mean the acquisition of
11 any piece of Communications Equipment or the funding of any
12 Communications Center related project that requires an
13 expenditure of \$500.00 or more but less than \$30,000.00.

14 F. "Communications Center" shall mean that portion
15 of any structure or physical facility that houses Communications
16 Equipment and/or Communications Center Staff.

17 G. "Communications Equipment" shall mean all
18 electronic equipment, including telephones, telephone lines,
19 radios, computers and software located within, or connected to,
20 the Communications Center and utilized for the fire or
21 rescue-related emergency communications or records management of
22 any of the Parties.

23 H. "Member" shall mean any public entity that is a
24 member upon the effective date of this Agreement or becomes a
25 Party to this Agreement pursuant to the provisions of Section
26 9.1.

27 I. "Recorded Incident" shall mean any call for
28 service dispatched within the jurisdiction of a Member's fire

1 department that generates an incident number through any
2 emergency Communications Facility used by any member during any
3 relevant period prior to the effective date of this Agreement
4 and through the Communications Center upon the effective date of
5 this Agreement or at such time as the Communications Center
6 begins operation pursuant to this Agreement.

7 J. "Communications Center Staff or Staff" shall mean
8 all personnel of the City of Anaheim performing services related
9 to the operations and maintenance of the Metro Cities
10 Communication Center, or such agency or individual as may be
11 appointed by the Board to perform these functions.

12 K. "Fiscal Year" shall mean the twelve month period
13 commencing July 1st and concluding June 30th.

14 CHAPTER II

15 SPECIAL CONSIDERATIONS

16 This section establishes the rationale for the
17 provisions relating to funding, administration and decision
18 making.

19 2.1 Communications Center

20 The Metro Cities Fire Authority Communications Center,
21 located at 201 S. Anaheim Boulevard, Anaheim, CA, was
22 constructed and is owned by the City of Anaheim. Ownership of
23 the real property and facility housing the Metro Cities
24 Communication Center will remain solely the City of Anaheim. The
25 Board may change the location of the Communication Center.

26 2.2 Communications Equipment

27 A. Certain existing communications equipment was
28 acquired through the joint efforts of the Cities of Anaheim,

1 Fullerton, Garden Grove and Orange and shall be identified as
2 part of a fixed asset inventory system, which inventory is set
3 forth on Exhibit "A" attached hereto and incorporated herein by
4 this reference. Joint title to this equipment existing as of
5 the date of termination or at the end of its useful life shall
6 vest with the Cities of Anaheim, Fullerton, Garden Grove and
7 Orange and shall be disposed of as outlined in Section 10.2.

8 B. Certain existing communications equipment was
9 acquired through the joint efforts of the Cities of Fountain
10 Valley, Huntington Beach and Newport Beach and shall be
11 identified as part of a fixed asset inventory system, which
12 inventory is set forth on Exhibit "B" attached hereto and
13 incorporated herein by reference. Joint title to this equipment
14 existing as of the date of termination or at the end of its
15 useful life shall vest with the Cities of Fountain Valley,
16 Huntington Beach, and Newport Beach and shall be disposed of as
17 outlined in Section 10.2.

18 C. Certain existing communications equipment was
19 acquired by the City of Huntington Beach and shall be identified
20 as part of a fixed asset inventory system, which inventory is
21 set forth on Exhibit "C" attached hereto and incorporated herein
22 by reference. Title to this equipment existing as of the date
23 of termination or at the end of its useful life shall vest with
24 the City of Huntington Beach and shall be disposed of as
25 outlined in Section 10.2.

26 D. Title to equipment purchased jointly on behalf of
27 the Authority, existing as of the date of termination or at the
28 end of its useful life, shall vest with the Authority and shall

1 be disposed of as outlined in Section 10.2. An inventory of
2 such equipment shall be maintained by the Administrator.

3 E. After the effective date of this agreement, title
4 to communication equipment purchased for the Communication
5 Center separately by individual members of the Authority shall
6 vest only with those individual members contributing to the
7 purchase of said equipment. Such equipment shall be identified
8 as part of a fixed asset inventory system, which inventory shall
9 be maintained by the Administrator. Title to this equipment
10 existing as of the date of termination or at the end of its
11 useful life shall vest with those individuals purchasing said
12 equipment and shall be disposed of as outlined in Section 10.2

13 F. The Cities of Anaheim, Fullerton, Garden Grove
14 and Orange previously funded and installed a CAD/RMS System, the
15 cost of which was \$1,298,500.00 (hereinafter "System") which
16 forms the basis of the communications network. The Cities of
17 Fountain Valley, Huntington Beach and Newport Beach agree to buy
18 into the CAD/RMS by paying their fair share of the cost of the
19 System to Metro Cities in equal quarterly payments on July 1,
20 October 1, January 1 and April 1 or the next business day should
21 these days fall on a weekend or holiday, of each fiscal year
22 over a period of five (5) years commencing July 1, 1996 and
23 concluding June 30, 2001. The fair share reimbursement cost by
24 the Cities of Fountain Valley, Huntington Beach and Newport
25 Beach shall be allocated according to the formula in Section
26 6.1(a) of this Agreement, using the recorded incidents of the
27 Metro Cities budget of 1996-1997, which incidents are based upon
28 incidents occurring during the 1995 calendar year.

1 Reimbursement to the Cities of Anaheim, Fullerton, Garden Grove
2 and Orange shall be made by Metro Cities based on the amount
3 each city contributed to the initial purchase of the CAD/RMS
4 System. The Payment and Reimbursement Schedule is attached
5 hereto as Exhibit "D" and incorporated herein by reference.

6 1. Title to the System shall remain with the Cities
7 of Anaheim, Fullerton, Garden Grove and Orange until Fountain
8 Valley, Newport Beach or Huntington Beach pay their full Fair
9 Share of the cost of the System. At such time as Newport Beach,
10 Huntington Beach or Fountain Valley pay their full Fair Share of
11 the cost of the System, title to the System shall also vest in
12 that City. Upon termination of this Agreement, or the end of
13 the useful life of the System, the System shall be disposed of
14 as provided in Section 10.2.

15 CHAPTER III

16 PURPOSE AND POWERS

17 3.1 Authority Created

18 This Agreement creates a Joint Powers Authority known
19 as the Metro Cities Fire Authority. The Authority is formed
20 pursuant to the provisions of Article 1, Chapter 5, Division 7
21 of Title I of the Government Code of the State of California
22 (The Joint Exercise of Powers Act). The Authority shall be
23 considered a public entity separate and apart from the Members.
24 Within thirty (30) days after the effective date of this
25 Agreement and after any amendment, the Authority shall cause a
26 notice of such Agreement or amendment to be prepared and filed
27 with the Office of the California Secretary of State containing
28 the information required by Government Code 6503.5.

1 3.2 Common Powers

2 Each Party has the common power to, inter alia:

3 A. Provide fire protection, fire suppression,
4 fire prevention, emergency medical, rescue and related services;

5 B. Maintain an effective communications and
6 emergency dispatch system to facilitate and support fire
7 protection, fire suppression, rescue and emergency medical
8 services;

9 C. Employ and train personnel to perform
10 emergency equipment communication and dispatch services,
11 communication facility maintenance and the purchase of
12 Communications Equipment.

13 3.3 General Purpose

14 The primary purpose of this Agreement is to provide
15 for the operation, upgrade, maintenance and repair of the
16 Communications Center and Communication Equipment. This
17 Agreement is intended to provide a formal mechanism by which the
18 Authority can fund these activities to provide the highest
19 possible level of emergency communications services.

20 3.4 Powers

21 The Authority shall have the power, in its own name,
22 to do any of the following:

23 A. To jointly exercise the common powers of the
24 Members;

25 B. To make and enter into contracts;

26 C. To retain the services of fire suppression
27 specialists, emergency communications consultants, and such
28 other persons with specialized knowledge or ability capable of

1 assisting the Members in achieving the purposes of this
2 Agreement;

3 D. To acquire, hold or dispose of property by any
4 lawful means, including, without limitation, gift, and purchase
5 for sale;

6 E. To incur debts, liabilities or obligations
7 subject to the limitations specified to this Agreement;

8 F. To receive gifts, contributions, grants, and
9 donations of property, funds, services and other forms of
10 assistance from any person, firm, entity, corporation or public
11 agency;

12 G. To sue and be sued in its own name;

13 H. To apply for any grant or grants offered in
14 conjunction with any Federal, State or local program that is in
15 any way related to the purpose of this Agreement;

16 I. To adopt rules, regulations, policies, by-laws
17 and procedures governing the operation of the Authority;

18 J. To exercise any other power in the manner and
19 according to the methods provided by applicable laws, rules or
20 regulations, subject only to the restrictions on the manner of
21 exercising such powers that may be applicable to the City of
22 Anaheim.

23 CHAPTER IV
24 ORGANIZATION

25 4.1 Membership

26 The Members of this Authority shall be the public
27 entities which executed this Agreement or a subsequent amendment
28 and have not withdrawn from, or had membership in the Authority

1 terminated, as provided in Section 9.2 and Section 9.3.

2 4.2 Board

3 A. The Board shall consist of one (1) voting member
4 and one (1) alternate appointed by the governing body of each
5 Member agency.

6 B. Each Board member shall hold office from the
7 first meeting of the Board after appointment and shall serve at
8 the pleasure of their appointing authority.

9 C. A Board member or alternate shall not receive
10 compensation, but may be reimbursed by the Authority for
11 expenses reasonably incurred while performing duties required by
12 this Agreement, and as further specified and limited by
13 resolution of the Board.

14 4.3 Principal Office

15 The principal office of the Authority shall be 201
16 South Anaheim Boulevard, Suite 302 in the City of Anaheim,
17 County of Orange. The Board has the full power and authority to
18 change the principal office from one location to another within
19 the County of Orange.

20 4.4 Meetings

21 The Board shall meet at the principal office of the
22 Authority, or at such other place as may be designated by the
23 Board. The time and place of regular meetings of the Board
24 shall be determined by resolution. Regular, adjourned and
25 special meetings of the Board shall be called, noticed and
26 conducted in accordance with the Ralph M. Brown Act or other
27 relevant open meeting law.

28 //

1 4.5 Quorum

2 A majority of the Board (or the alternate for any
3 absent voting member) shall constitute a quorum for the purpose
4 of transacting business relating to the Authority, subject to
5 the provisions of Sections 7.1 and 7.5.

6 4.6 Powers and Limitations

7 All of the powers of the Authority are reserved to it
8 except to the extent of powers conferred on the Board pursuant
9 to this Agreement. Each Board member, or alternate in the
10 absence of any voting member shall be entitled to one vote and,
11 except as expressly provided in this Agreement, including
12 Sections 7.1 and 7.5, the affirmative vote of the majority of
13 those present and qualified shall effect adoption of any motion,
14 resolution, order or action the Board deems appropriate.

15 4.7 Minutes

16 The secretary of the Authority shall provide notice
17 of, prepare and post agendas for, and keep minutes of, each
18 regular, adjourned and special meeting of the Board. The
19 secretary shall send a copy of the minutes to each Board member
20 and otherwise perform the duties necessary to ensure compliance
21 with provisions of law including, without limitations, any
22 applicable "open meeting law" such as the Ralph M. Brown Act.

23 4.8 Rules

24 The Board may adopt rules and regulations for the
25 conduct of its affairs that are not in conflict with this
26 Agreement.

27 //

28 //

1 4.9 Officers

2 The Board shall select a chairperson and vice
3 chairperson from its members and shall appoint a secretary who
4 may, but need not, be a member of the Board. The treasurer of
5 the City of Anaheim shall hold the office of treasurer and
6 auditor, in accordance with Government Code Section 6505.6, and
7 shall perform the duties as authorized in Section 6505 et. seq of
8 the Government Code. The treasurer shall cause an independent
9 audit to be made by a Certified Public Accountant in compliance
10 with Section 6505 of the Government Code. The Certified Public
11 Accountant shall be annually appointed by the Board. The
12 treasurer shall keep all revenues of the Authority in a separate
13 account, and, if available, an interest bearing account, and
14 otherwise perform the duties and responsibilities of that office
15 as specified in Sections 6505 et seq. of the Government Code.
16 Any surplus funds not immediately needed may be invested in
17 accordance with Government Code Sections 53601, 53635, 16429.1
18 and 53684, as may be amended. The chairperson, vice chairperson
19 and secretary shall hold office for a period one year, or until
20 a successor is appointed. The Board shall reorganize annually
21 at its first meeting of the new fiscal year.

22 4.10 Bond

23 The treasurer, auditor and such other persons who may
24 have access to, or handle, any revenue of the Authority shall be
25 required to file an official bond in an amount determined by the
26 Board and consistent with the provisions of Section 6505.1 of
27 the Government Code. This bonding requirement shall be
28 satisfied if an existing bond is extended to cover the duties

1 required by this Agreement. The costs of complying with the
2 requirements of this Section shall be considered an
3 administrative expense of the Authority.

4 4.11 Status of Officers and Employees

5 In accordance with the Joint Exercise of Powers Act,
6 all of the privileges and immunities from liability, exemptions
7 from laws, ordinances and rules, and all pension, relief,
8 disability, workers compensation and other benefits which apply
9 to the activities of officers, agents, or employees of any of
10 the Member's agency when performing their respective duties or
11 functions for that agency, shall apply to each of them to the
12 same degree and extent while engaged in the performance of any
13 activity, function or duty pursuant to this Agreement.

14 4.12 Fair Political Practices Act

15 The members of the Board and alternates shall be
16 considered public officials within the meaning of the Fair
17 Political Practices Act of 1974, as amended, and its
18 regulations, for the purposes of financial disclosure, conflict
19 of interest and other requirements of such Act and regulations,
20 subject to contrary opinion or written advice of the California
21 Fair Political Practices Commission.

22 CHAPTER V

23 BASIC SERVICES

24 5.1 Communications Center -- Operations

25 A. The Communications Center shall be maintained and
26 operated by the Authority, pursuant to this Agreement, for the
27 use and benefit of all Members. The Communications Manager, or
28 equivalent position, of the City of Anaheim shall be the

1 Administrator of the Communications Center so long as Anaheim
2 operates and administers the Communications Center.

3 B. To provide for such maintenance and operations,
4 the City of Anaheim will, through use of City of Anaheim
5 employees, provide all services required to operate, maintain
6 and administer the Communications Center. The Authority shall
7 pay the actual costs of such operation and administration, plus
8 an administrative overhead fee. The costs of such operation and
9 administration, including administrative overhead, shall be
10 borne by each Member according to its fair share percentage as
11 determined pursuant to Section 6.1 hereof.

12 C. The Authority is empowered to develop policy to
13 establish the service levels for the Communications Center
14 operation and maintenance.

15 D. Communications Center employees shall be governed
16 by the same personnel rules, regulations, Memoranda of
17 Understanding, administrative regulations and other related
18 matters as apply to other employees of the City of Anaheim.
19 Recruitment, position classifications and descriptions, hiring,
20 discipline, promotion, and other employee-related functions
21 shall be determined solely by the City of Anaheim.

22 E. Anaheim will determine the procedures and
23 standards of selection for employment and promotion, direct its
24 employees, take disciplinary action, relieve its employees from
25 duty for legitimate reasons, maintain the efficiency of
26 communications operations, determine the methods, means and
27 personnel by which it will meet the service levels established
28 by the Authority.

1 F. Anaheim may elect to discontinue providing
2 services for the operation and administration of the
3 Communications Center by giving notice of such election in
4 writing to the Board a minimum of six (6) months prior to such
5 cessation. In the event of such discontinuance by Anaheim, the
6 Board may appoint another Member as the administrator or
7 contract with another provider of such services. Should
8 Anaheim's services as operator and administrator of the
9 Communications Center terminate, use of the City of Anaheim's
10 facilities shall also terminate unless a separate use/rental
11 agreement is approved. Anaheim's election to discontinue
12 providing services set forth herein does not constitute
13 Withdrawal from the Authority.

14 G. The Board may elect to terminate Anaheim's
15 services as operator and administrator of the Communications
16 Center by giving notice of such election in writing to Anaheim a
17 minimum of six (6) months prior to the date of such termination.
18 In the event of such termination, the Board may appoint another
19 Member as the administrator or contract with another provider of
20 such services. Such termination of Anaheim's services does not
21 in and of itself constitute either Withdrawal or Termination of
22 Anaheim from the Authority. Should Anaheim's services as
23 operator and administrator be terminated by the Board, use of
24 the City of Anaheim's facilities shall also terminate unless a
25 separate rental/use agreement is approved.

26 H. Each Member acknowledges that the City of Anaheim
27 owns the property (land and facility) on which the
28 Communications Center is situated at the time of the formation

1 of the Authority. Rental costs, depreciation and other factors
2 relating to use of this property are not currently included in
3 either the administrative overhead fee or the costs of services
4 provided by Anaheim.

5 5.2 Maintenance of Equipment

6 A. The Authority shall maintain and repair all
7 Communications Equipment, including, without limitation,
8 telephones, radios, computers, hardware, software, electrical
9 systems and all related mechanical devices or facilities other
10 than equipment which Members are required to install pursuant to
11 provisions of Subsection C.

12 B. The Authority shall purchase new or used
13 Communications Equipment as necessary to replace existing
14 equipment or upon a determination by the Board that new or
15 additional Communications Equipment will facilitate emergency
16 communications.

17 C. As a condition to receiving emergency
18 communications services, each Member shall install and maintain,
19 the following equipment in each fire station, rescue facility,
20 or related mobile unit as maintained by the Member:

21 1. A station direct telephone line with handset
22 originating at the Communications Center or a personal
23 Alpha/Numeric pager for each unit.

24 2. A station vocal or paging line and speaker
25 originating at the Communications Center.

26 3. A minimum of two emergency telephone
27 reporting trunk lines terminating at the Communications Center.

28 4. One mobile data computer terminal or status

1 message device in each operating fire company or rescue unit.

2 5. Other equipment which the Board determines
3 to be necessary to maintain an effective communications network.

4 Each Member shall pay the costs of installing,
5 maintaining and repairing the Communications Equipment it is
6 required to provide pursuant to this Paragraph. All maintenance
7 and repair of hardware and Communications Equipment which are
8 physically connected to the Communications Center shall be
9 coordinated through the Communications Center Management.

10 D. Subject to prior Board approval, any Member may
11 install special Communications Equipment or extra telephonic
12 equipment provided the installing Member pays all the equipment
13 and installation costs. The Board may approve Member's requests
14 for installation of special equipment only on a finding that
15 neither the Authority nor any Member will incur any additional
16 cost and that installation of the equipment will have no adverse
17 impact on emergency communication capability.

18 E. Each Member shall provide the Authority with
19 mapping and related emergency dispatching information necessary
20 for the efficient deployment of fire units and manpower. Each
21 Member shall continually update mapping and deployment
22 information and provide this information to the Authority and
23 each member as appropriate.

24 F. Each Member shall be responsible to provide a
25 back-up emergency dispatch system to provide alternative
26 emergency communication services within that Member's
27 jurisdiction in the event Communications Center systems at the
28 Communications Center are disabled or inoperative.

1 percentage of the budget in accordance with a payment schedule
2 set by Resolution of the Board. Final year-end adjustments of
3 costs representing the difference between estimated annual
4 expenditures and actual annual expenditures shall be calculated
5 and paid by or credited to each Member no later than the last
6 day of the first quarter of the following fiscal year. All
7 credits may be deposited into the Communications Equipment
8 capital reserve account as outlined in Section 7.2.A.4 upon
9 unanimous consent of the Board. A Board member may deposit
10 year-end credits for his/her Member agency in their Member
11 Specific Communications Equipment replacement component fund as
12 outlined in Section 7.2.A.5.

13 6.2 Administrative Services

14 A. Anaheim shall provide the Administrative Services
15 required for operation of the Communications Center, and
16 management and administration of the personnel within, for an
17 administrative fee of twelve percent (12%) of the Communications
18 Center operations and capital outlay and the Member specific
19 communications operations components of the budget, as outlined
20 in Sections 7.1.A.1 and 7.1.A.2. Administrative Services
21 includes, but is not limited to general accounting of funds
22 received and disbursed, preparation of invoices to Members,
23 preparation of documents relative to any grant program, routine
24 legal counsel and services from various departments within the
25 City of Anaheim as may be necessary from time to time, including
26 but not limited to Human Resources and Labor Management
27 Departments, Finance Department, Purchasing, and such other
28 functions as may be required by this Agreement or the provisions

1 of any law including, without limitation, the Joint Exercise of
2 Powers Act.

3 B. Anaheim's City Attorney's Office will serve as
4 general counsel to the Authority to provide routine legal
5 counsel services required from time to time. Extraordinary
6 legal services (for example, Anaheim's time and expense or the
7 expense for outside counsel in connection with a lawsuit against
8 the Authority, its officers, agents, employees, representatives
9 and volunteers providing services to the Authority) constitute
10 additional expenses and are not covered by the administrative
11 overhead.

12 6.3 Emergency Repairs

13 In the event the Communication Center or
14 Communications Equipment suffers damage which interferes with
15 emergency communications services, the Administrator is
16 authorized without prior Board approval to expend the funds to
17 have the necessary repairs made so that services are resumed as
18 soon as possible.

19 6.4 Capital Improvements-Funding

20 In the event the Communication Center or
21 Communications Equipment suffers damage and the cost of repairs
22 exceeds sums designated for repair in that component of the
23 budget and any reserve fund, the Administrator shall promptly
24 solicit bids for the repair of damage from at least three (3)
25 responsible firms. The Administrator shall then present said
26 bids to the Board to award the contract to the lowest
27 responsible bidder and to direct the accepted responsible bidder
28 to make the repairs as soon as possible. Each Member shall pay

1 its estimated fair share percentage of the repairs within 30
2 days after the award of the contract.

3 CHAPTER VII

4 BUDGETARY PROVISIONS

5 7.1 Annual Budget

6 The Board shall adopt an annual budget pursuant to
7 this Agreement and procedures adopted by the Board.

8 A. A preliminary draft of the budget shall be
9 presented to the Members by January 15 of each year for their
10 review. Said budget shall be submitted to the Board for
11 consideration and adoption. Budget adoption shall require
12 positive consent of the number of Board members necessary to
13 represent a minimum of Fifty-One Percent (51%) of the fair share
14 participation in the Authority.

15 7.2 Special Budgetary Consideration

16 A. The budget adopted by the Board shall include but
17 not be limited to:

18 1. A Communications Center operations and
19 capital outlay component, which shall provide for the personnel,
20 maintenance and operations support, and capital acquisitions
21 necessary for the joint operation of the Communications Center
22 as described in Section 5.1 and 5.2.

23 2. A Member(s) specific communications
24 operations component, which shall provide for the maintenance
25 and operation of the Member specific Communications Equipment
26 described in Section 5.2 (C). A Board member may make deposits
27 to and request disbursements from this component, in accordance
28 with the written policies and/or procedures of the Board.

1 3. A Capital Improvement Project component,
2 which shall provide for the acquisition or replacement of major
3 Communications Equipment items or fund major Communications
4 Center related projects.

5 4. A Communications Equipment capital reserve
6 component, which shall be deposited into a common designated
7 reserve account designed to defray future replacement costs of
8 major components of the Communications Equipment.

9 5. A Member(s) specific Communications
10 Equipment replacement component, which shall be deposited into a
11 Member specific designated reserve account designed to defray
12 future replacement costs of Member specific Communications
13 Equipment. A Board member may make deposits to and request
14 disbursements from this component, in accordance with the
15 written policies and/or procedures of the Board.

16 6. If the Board elects to establish a liability
17 reserve fund as provided for in Chapter VIII, the amount of the
18 fund, and the amount of annual contribution to the fund, shall
19 be those amounts established by the Board.

20 B. Except as provided in Section 6.3 the
21 contributions of Members shall be used to defray the costs and
22 expenses associated with the budget. Special assessment(s) can
23 be levied from time to time provided approval of the legislative
24 body of each Member is first obtained.

25 C. Each Member's annual contribution to the budget
26 shall be determined by adding the following:

27 (i) Communications Center operations component,
28 less the amount identified in the City of Anaheim budget for

1 facility rental, multiplied by that Member's fair share
2 percentage;

3 (ii) That portion of the Member's Specific
4 Operations Component attributable to that Member's specific
5 Communications Equipment;

6 (iii) The Capital Improvement Project component
7 multiplied by that Member's fair share percentage;

8 (iv) A Communications Equipment Capital reserve
9 component multiplied by that Member's fair share percentage;

10 (v) That portion of the Member's specific
11 Communications Equipment replacement component attributable to
12 that Member;

13 (vi) That Member's share of the administrative
14 expenses which shall be calculated by multiplying the amount of
15 reimbursement by that Member's share of the communications
16 operations and Member specific operations component of the
17 budget; and

18 (vii) The cost of risk financing, as provided for
19 in Section 8.2, multiplied by that Member's fair share
20 percentage.

21 7.3 Disbursements

22 The treasurer shall draw checks in accordance with
23 policies and/or procedures established by Resolution of the
24 Board. A summation of such payments shall be presented to the
25 Board as part of the Treasurer's quarterly report.

26 7.4 Accounts

27 All funds shall be placed in accounts and the receipt,
28 transfer or disbursement of funds during the term of this

1 Agreement shall be accounted for, in accordance with generally
2 accepted accounting principles applicable to governmental
3 entities. There shall be strict accountability for all funds.
4 All interest earnings, revenues and expenditures shall be
5 reported quarterly to the Board.

6 7.5 Expenditures Within Approved Annual Budget

7 All expenditures shall be within the limitations of
8 the approved annual budget or as amended by the Board.
9 Amendments to the approved annual budget shall require positive
10 consent of the number of member agencies necessary to represent
11 a minimum of Fifty-One Percent (51%) of the fair share
12 participation in the Authority.

13 CHAPTER VIII
14 LIABILITY/INSURANCE

15 8.1 Liabilities

16 The debts, liabilities and obligations of the
17 Authority shall not be considered the debts, liabilities or
18 obligations of any Member, except as otherwise provided in this
19 Chapter.

20 8.2 Indemnification/Hold Harmless

21 A. The Authority shall defend, indemnify and hold
22 harmless each Member, its officers, agents, employees,
23 representatives and volunteers from and against any loss,
24 injury, damage, claim, lawsuit, liability, expense, or damages
25 of any kind or nature arising out of or in connection with the
26 performance of services pursuant to this Agreement. The
27 Authority shall finance its obligation pursuant to this
28 Subsection by establishing a liability reserve fund, by

1 purchasing commercial insurance, by joining a joint powers
2 insurance authority (JPIA), and/or by requiring that assessments
3 be paid by each Member pursuant to this Subsection. In the
4 event that the Authority's financial obligations to indemnify,
5 defend and hold harmless, pursuant to this Subsection, exceed
6 the liability reserve fund and the proceeds from any applicable
7 insurance or JPIA coverage maintained by the Authority
8 (hereinafter "Unfunded Liability"), each Member hereby agrees to
9 indemnify and hold harmless the Authority for such deficiency in
10 accordance with the following: In the event an Unfunded
11 Liability arises, the contribution of each Member shall be in an
12 amount equal to the total Unfunded Liability multiplied by that
13 member's percentage of the budget as specified in Section 6.1.

14 B. The Authority, its officers, agents, contractors,
15 employees, representatives, Staff, and volunteers (hereinafter,
16 for the purposes of Subsection 8.2.B and 8.3, collectively
17 referred to as "Emergency Dispatchers"), shall not be liable, in
18 any manner, to any Member, or to an officer, official, or
19 employee of any Member, for any loss, injury, damage, claim,
20 lawsuit, liability, expense, or damages which may be incurred
21 by, or brought against a Member which is providing any type of
22 emergency response service undertaken by any Member pursuant to
23 a call, dispatch, or instruction (by whatever name called)
24 issued by, or on behalf of, the Emergency Dispatcher, regardless
25 of whether or not such liability may have arisen, in whole or in
26 part, by the negligent acts, conduct, or omissions of one or
27 more of the Emergency Dispatchers.

28 C. Each Member shall assign to the Authority its

1 rights, title, and interest to recover damages from any third
2 party, to the extent that the Authority has met its obligations
3 to such Member pursuant to this Section 8.2.

4 D. Should any Member utilize the Communications
5 Center for its own individual purposes, outside the scope of the
6 Authority, such Member shall indemnify, defend, and hold
7 harmless the Authority and other Members from all claims,
8 demands, actions, liability, or damages of any kind or nature,
9 arising out of such use.

10 E. No provision of this Agreement shall be construed
11 as to require any party to obtain or maintain liability or other
12 insurance coverage not otherwise required by law.

13 8.3 Waiver

14 Except as provided in Section 8.2, each Member waives
15 and gives up any claim against, or right to sue, the Authority,
16 or its respective officers, employees, Staff, agents,
17 contractors, representatives or volunteers for any loss, damage
18 or injury that arises out of, or is any way related to, such
19 Member providing any type of emergency response service pursuant
20 to a call, dispatch, or instruction issued by, or on behalf of,
21 the Emergency Dispatcher, regardless of whether or not such
22 liability may have arisen, in whole or in part, by the negligent
23 acts, conduct or omissions of one or more of the Emergency
24 Dispatchers. This waiver extends to liability for bodily injury
25 or property damage that may be sustained by any Member or its
26 officers, employees, contractors, or agents, and which was
27 proximately caused, in whole or in part, by the negligent act,
28 conduct or omission of the Authority, its respective officers,

1 employees, Staff agents, contractors, representatives or
2 volunteers. However, this waiver does not extend to bodily
3 injury or property damage caused by an unlawful, fraudulent or
4 willful act or omission of the Authority or its officers or
5 employees.

6 CHAPTER IX

7 ADMISSION AND WITHDRAWAL OF MEMBERS

8 9.1 New Members

9 Public entities may become Members in the Authority
10 upon such terms and conditions as may be specified by the Board.
11 New Members shall pay a surcharge to be determined by the Board
12 at the time of application.

13 9.2 Withdrawal

14 A Member may withdraw from the Authority at the end of
15 any fiscal year and terminate its rights and obligations
16 pursuant to this Agreement by giving written notice of its
17 intention to terminate to the secretary of the Board no later
18 than December 31 prior to the termination of the fiscal year in
19 which the Member intends to withdraw. The written notice shall
20 be accompanied by a resolution or minute order of the
21 legislative body of the Member specifying its intent to withdraw
22 from the Authority. Withdrawal of a Member, however, shall not
23 relieve the withdrawing Member of its proportionate share of any
24 debts or other liabilities incurred by the Authority prior to
25 the effective date of such withdrawal, or any liabilities
26 imposed upon or incurred by the Member pursuant to this
27 Agreement prior to the effective date of such withdrawal, and
28 such withdrawal shall result in the forfeiture of all rights and

1 claims of the withdrawing Member to any repayment of
2 contributions or advances or other distribution of funds or
3 property after withdrawal, including distribution in the event
4 of termination of the Authority, except Member Specific
5 Communication Equipment, provided the withdrawing Member pays
6 all costs of removal.

7 9.3 Breach

8 The Board shall have the authority to terminate the
9 Membership of any Member in the event the Member materially
10 breaches its duties pursuant to this Agreement. For the
11 purposes of this Section, the term "material breach" shall
12 include, without limitation, a failure to fund the budget in
13 accordance with the Chapter VI, the failure to make any
14 contribution or pay any assessment when due, and the failure to
15 defend or indemnify other Members as required in Chapter VIII.
16 The Board shall give the Member notice of the breach and the
17 right to cure the breach within thirty (30) days of the notice.
18 In the event the Member fails to cure the breach within thirty
19 (30) days, the Board shall have the right to immediately
20 terminate the Membership. Termination of the Membership of a
21 Member for breach shall not relieve the terminated Member of its
22 proportionate share of any debts or other liabilities incurred
23 by the Authority prior to the effective date of such
24 termination, or any liabilities imposed upon or incurred by the
25 Member pursuant to this Agreement prior to the effective date of
26 such termination. However, such termination shall result in the
27 forfeiture of all rights and claims of the terminated Member to
28 any repayment of contributions or advances or other distribution

1 of funds or property after termination, including distribution
2 in the event of termination of the Authority, except Member
3 Specific Communication Equipment, provided the terminating
4 Member pays all costs of removal.

5 9.4 Penalties

6 Notwithstanding Section 9.3, and without waiving any
7 other remedies available by law or through this Agreement, the
8 Board shall adopt policies and procedures imposing penalties for
9 failure of any Member to pay any amounts due under this
10 Agreement.

11 CHAPTER X

12 TERMINATION AND DISPOSITION OF ASSETS

13 10.1 Termination

14 The Authority shall continue to exercise the joint
15 power specified in this Agreement until termination of this
16 Agreement. This Agreement shall terminate if five (5) or more
17 Members give the Authority written notice of their intention to
18 withdraw as specified in Section 9.2 or if the Members mutually
19 agree to terminate this Agreement. No termination of the
20 Authority shall occur until all of its debts, liabilities, and
21 obligations and other evidence of indebtedness are paid or
22 adequate provision for such payment is made in accordance with
23 the resolution of the Authority. No termination of the
24 Authority shall occur which is contrary to the language, spirit
25 or intent of any contract or agreement entered into by the
26 Authority with the U.S., the State of California, or any
27 department, administration or agency of either.

28 10.2 Distribution of Property

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CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1 A. All capital equipment purchased as part of this
2 Agreement, shall be assigned an "operating life" by the Board.
3 The Board shall also designate equipment which is critical or
4 non-critical to the operation of the facilities. Upon
5 termination of this Agreement, all capital equipment either
6 functioning within its operating life or beyond, shall be -
7 appraised by an independent appraiser and equipment designated
8 as critical may be purchased first by the City of Anaheim and
9 then by any Member agency. Non-critical capital equipment may
10 be purchased by any Member agency based on procedures adopted by
11 the Board. Capital equipment not purchased by Member agencies,
12 shall be sold to the public at appraised value or at public
13 auction. The proceeds of all sales shall be paid to each Member
14 pursuant to their fair share percentage as determined for the
15 most recent fiscal year.

16 B. Upon termination of this Agreement, all capital
17 equipment purchased prior to this Agreement, as specified in
18 Section 2.2.A through 2.2.F shall be returned to the Member or
19 Members holding title to the equipment.

20 C. In the event of termination of the Authority, any
21 remaining funds, property or other assets of the Authority,
22 following discharge of all debts, liabilities and obligations of
23 the Authority, shall be distributed to the Members for any
24 un-reimbursed advances, contributions, or in-lieu contributions
25 made or given to the Authority by such Members, and distributed
26 to all Members on the same basis as the annual distributions to
27 Members under this Agreement.

28 //

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CHAPTER XI
MISCELLANEOUS

11.1 Amendments

Except for Sections 6.2, 7.1, 7.5, 8.2 and 8.3, this Agreement may be amended with the approval of a majority of the Members. Amendments to Sections 6.2, 7.1 and 7.5 shall require positive consent of the number of Members necessary to represent a minimum of Fifty-One Percent (51%) of the fair share percentage as determined for the most recent fiscal year in the Authority. Amendments to Sections 8.2, 11.1, and 8.3 shall require the unanimous consent of the Members. No amendments to this Agreement may be made which would adversely affect the interests of the owner of bonds, letters of credit, or other financial obligations of the Authority.

11.2 Notice

Any notice or instrument required to be given or delivered pursuant to this Agreement shall be deemed given when personally delivered to the Member or the Authority, or deposited in the United States mail, first class postage pre-paid, and properly addressed to the principal office of the Member or the Authority.

11.3 Partial Invalidity

If one or more of the Chapters, Sections, paragraphs or provisions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, each and all of the remaining Chapters, Sections and paragraphs shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law, provided, the remaining

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1 Sections or provisions can be construed in substance to
2 constitute the Agreement the Parties intended in the first
3 instance.

4 IN WITNESS WHEREOF, the Parties have caused this
5 Agreement to be executed unattested by their duly authorized
6 officers, and to have their official seals affixed hereto as of
7 the date first stated above.

8 Dated: Aug 27 1997 CITY OF ANAHEIM
9 By: Tom Daly
10 MAYOR

11 ATTEST: APPROVED AS TO FORM:
12 By: Lionora N Sohl By: Carol J Flynn
13 CITY CLERK Dep. CITY ATTORNEY

14 Dated: Aug. 19, 1997 CITY OF FOUNTAIN VALLEY
15 By: John Adams
16 MAYOR

17 ATTEST: APPROVED AS TO FORM:
18 By: Jane Deven By: Alan H. Garas
19 CITY CLERK CITY ATTORNEY

20 Dated: July 23, 1997 CITY OF FULLERTON
21 By: Chris Morley
22 MAYOR

23 ATTEST: APPROVED AS TO FORM:
24 By: Brenda Stutzman By: Shaz
25 Deputy CITY CLERK CITY ATTORNEY
26

27 //
28 //

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Dated: 6/23/97

CITY OF GARDEN GROVE

By: [Signature]
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY

Dated: July 29, 1997

CITY OF HUNTINGTON BEACH

By: [Signature]
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY

Dated: 6-23-97

CITY OF NEWPORT BEACH

By: [Signature]
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY



Dated: 8/12/97

CITY OF ORANGE

By: [Signature]
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY

0022838.01
6/3/97

Jean Ferrall



CITY OF ANAHEIM, CALIFORNIA

200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805

Office of
CITY ATTORNEY

Telephone:
714/254-5169
FAX:
714/254-5123

September 8, 1997

Mr. Bill Jones
State of California
Secretary of State
Limited Partnership Division
P. O. Box 944225
Sacramento, CA 94244-2250

Re: **First Amended Joint Powers Agreement**
Your File No. 1518

Dear Mr. Jones:

On or about July 10, 1996, the Metro Cities Fire Authority Joint Powers Agreement was filed with your office. Enclosed is the First Amended Joint Powers Agreement, which became effective August 17, 1997.

All of the remaining information set forth on the Notice of a Joint Powers Agreement dated July 5, 1996 remains the same.

Would you please file this First Amended Agreement and return a conformed copy of the filing to the undersigned at:

City of Anaheim
City Attorney's Office
200 South Anaheim Boulevard, Suite 356
Anaheim, CA 92805

Should you have any questions, or require additional information, please call me at (714) 254-5169.

Very truly yours,

JACK L. WHITE, CITY ATTORNEY

BY

Carol J. Flynn

CAROL J. FLYNN
Deputy City Attorney

CJF

Metro Cities Fire Authority

SECOND AMENDED

JOINT POWERS AGREEMENT

This Second Amended Joint Powers Agreement, dated for purpose of identification the 7th day of December, 2000 is made by and effective when fully executed by authorized representatives of all of the following public entities:

- A. City of Anaheim ("Anaheim");
- B. City of Fountain Valley ("Fountain Valley");
- C. City of Fullerton ("Fullerton");
- D. City of Garden Grove ("Garden Grove");
- E. City of Huntington Beach ("Huntington Beach");
- F. City of Newport Beach ("Newport Beach"); and
- G. City of Orange ("Orange").

RECITALS

A. The Parties to this Agreement each provide fire protection, fire prevention, rescue, emergency medical and related administrative services within their respective boundaries.

B. The Parties have determined that joint use of a central communications network and record keeping system reduces the administrative costs that would otherwise be incurred by each Party in providing fire suppression, emergency medical assistance, rescue service, and related services.

C. The Parties have determined that the costs associated with maintaining the staff and equipment necessary to operate a Communications Center should be funded by the Parties through a formal Joint Powers Agreement with costs apportioned to reflect the extent to which the Parties utilize the emergency

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OF. JF THE CITY ATTORNEY
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1 Communications Equipment and staff.

2 D. The Parties have determined that joint use of a
3 central communications network and record keeping system is also
4 intended to foster cooperation among the Parties in the form of a
5 separate written automatic aid agreement to consider the provision
6 of emergency services by the closest available unit and to serve
7 as a vehicle for evaluating other opportunities for joint
8 operations.

9 E. The Parties each have the power and authority to
10 perform, and contract with one another pursuant to the Joint
11 Exercise of Powers Act (Section 6500 et. seq. of the Government
12 Code) for the performance of the duties and functions that form the
13 basis of this Agreement.

14 F. The Parties have the power to contract with other
15 agencies for communications services, equipment and related items.

16 G. The Parties entered into the initial Joint Powers
17 Agreement on the 1st day of July, 1996. The First Amended Joint
18 Powers Agreement is dated June 23, 1997. The Parties wish to
19 further amend said Agreement in its entirety through this Second
20 Amended Agreement.

21 THE PARTIES AGREE AS FOLLOWS:

22 **CHAPTER I**
23 **DEFINITIONS**

24 1.1 Definitions

25 For the purpose of this Agreement, the words or terms
26 specified in this Chapter shall have the following meanings:

27 A. "Administrator" shall mean the Communications
28 Manager or equivalent position of the City of Anaheim.

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1 B. "Authority" shall mean the Joint Powers Authority
2 known as the Metro Cities Fire Authority, created by this agreement
3 pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq.
4 of the Government Code).

5 C. "Board" is the governing body of the Authority.

6 D. "Board member" shall mean the voting member or
7 alternate appointed by the governing body of each Member agency to
8 represent said agency on the Board.

9 E. "Capital Improvement Project" shall mean the
10 acquisition of any piece of Communications Equipment or the funding
11 of any Communications Center related project that requires an
12 expenditure of \$30,000.00 or more.

13 F. "Capital Outlay" shall mean the acquisition of any
14 piece of Communications Equipment or the funding of any
15 Communications Center related project that requires an expenditure
16 of \$500.00 or more but less than \$30,000.00.

17 G. "Communications Center" shall mean that portion of
18 any structure or physical facility that houses Communications
19 Equipment and/or Communications Center Staff.

20 H. "Communications Equipment" shall mean all electronic
21 equipment, including telephones, telephone lines, radios, computers
22 and software located within, or connected to, the Communications
23 Center and utilized for the fire or rescue-related emergency
24 communications or records management of any of the Parties.

25 I. "Member" shall mean any public entity that is a
26 member upon the effective date of this Agreement or becomes a Party
27 to this Agreement pursuant to the provisions of Section 9.1.

28 J. "Recorded Incident" shall mean any call for service

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1 dispatched within the jurisdiction of a Member's fire department
2 that generates an incident number through any emergency
3 Communications Facility used by any member during any relevant
4 period prior to the effective date of this Agreement and through
5 the Communications Center upon the effective date of this Agreement
6 or at such time as the Communications Center begins operation
7 pursuant to this Agreement.

8 K. "Communications Center Staff" or "Staff" shall mean
9 all personnel of the City of Anaheim performing services related
10 to the operations and maintenance of the Metro Cities Communication
11 Center, or such agency or individual as may be appointed by the
12 Board to perform these functions.

13 L. "Fiscal Year" shall mean the twelve month period
14 commencing July 1st and concluding June 30th.

15 M. "Subscriber Agency" means each of the public
16 agencies that are not Members of the Joint Powers Authority that
17 wish to contract with Metro Cities Joint Powers Authority to
18 receive communication services, equipment and related items and
19 contribute to the cost of operating and administering this Joint
20 Powers Authority by executing a subscriber agreement in a form
21 approved by the Board.

22 CHAPTER II

23 SPECIAL CONSIDERATIONS

24 This section establishes the rationale for the provisions
25 relating to funding, administration and decision making.

26 2.1 Communications Center

27 The Metro Cities Fire Authority Communications Center,
28 located at 201 S. Anaheim Boulevard, Anaheim, CA, was constructed

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1 and is owned by the City of Anaheim. Ownership of the real property
2 and facility housing the Metro Cities Communications Center will
3 remain solely the City of Anaheim. The Board may change the
4 location of the Communications Center.

5 2.2 Communications Equipment

6 A. Certain existing communications equipment was
7 acquired through the joint efforts of the Cities of Anaheim,
8 Fullerton, Garden Grove and Orange and shall be identified as part
9 of a fixed asset inventory system, which inventory is set forth on
10 Exhibit "A" attached hereto and incorporated herein by this
11 reference. Joint title to this equipment existing as of the date
12 of termination or at the end of its useful life shall vest with the
13 Cities of Anaheim, Fullerton, Garden Grove and Orange and shall
14 be disposed of as outlined in Section 10.2.

15 B. Certain existing communications equipment was
16 acquired through the joint efforts of the Cities of Fountain
17 Valley, Huntington Beach and Newport Beach and shall be identified
18 as part of a fixed asset inventory system, which inventory is set
19 forth on Exhibit "B" attached hereto and incorporated herein by
20 reference. Joint title to this equipment existing as of the date
21 of termination or at the end of its useful life shall vest with the
22 Cities of Fountain Valley, Huntington Beach, and Newport Beach and
23 shall be disposed of as outlined in Section 10.2.

24 C. Certain existing communications equipment was
25 acquired by the City of Huntington Beach and shall be identified
26 as part of a fixed asset inventory system, which inventory is set
27 forth on Exhibit "C" attached hereto and incorporated herein by
28 reference. Title to this equipment existing as of the date of

1 termination or at the end of its useful life shall vest with the
2 City of Huntington Beach and shall be disposed of as outlined in
3 Section 10.2.

4 D. Title to equipment purchased jointly on behalf of
5 the Authority, existing as of the date of termination or at the end
6 of its useful life, shall vest with the Authority and shall be
7 disposed of as outlined in Section 10.2. An inventory of such
8 equipment shall be maintained by the Administrator.

9 E. After the effective date of this agreement, title
10 to communications equipment purchased for the Communications Center
11 separately by individual members of the Authority shall vest only
12 with those individual members contributing to the purchase of said
13 equipment. Such equipment shall be identified as part of a fixed
14 asset inventory system, which inventory shall be maintained by the
15 Administrator. Title to this equipment existing as of the date of
16 termination or at the end of its useful life shall vest with those
17 individuals purchasing said equipment and shall be disposed of as
18 outlined in Section 10.2

19 F. The Cities of Anaheim, Fullerton, Garden Grove and
20 Orange previously funded and installed a CAD/RMS System, the cost
21 of which was \$1,298,500.00 (hereinafter "System") which forms the
22 basis of the communications network. The Cities of Fountain
23 Valley, Huntington Beach and Newport Beach agree to buy into the
24 CAD/RMS by paying their fair share of the cost of the System to
25 Metro Cities in equal quarterly payments on July 1, October 1,
26 January 1 and April 1 or the next business day should these days
27 fall on a weekend or holiday, of each fiscal year over a period of
28 five (5) years commencing July 1, 1996 and concluding June 30,

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1 2001. The fair share reimbursement cost by the Cities of Fountain
2 Valley, Huntington Beach and Newport Beach shall be allocated
3 according to the formula in Section 6.1(a) of this Agreement, using
4 the recorded incidents of the Metro Cities budget of 1996-1997,
5 which incidents are based upon incidents occurring during the 1995
6 calendar year. Reimbursement to the Cities of Anaheim, Fullerton,
7 Garden Grove and Orange shall be made by Metro Cities based on the
8 amount each city contributed to the initial purchase of the CAD/RMS
9 System. The Payment and Reimbursement Schedule is attached hereto
10 as Exhibit "D" and incorporated herein by reference.

11 1. Title to the System shall remain with the Cities of
12 Anaheim, Fullerton, Garden Grove and Orange until Fountain Valley,
13 Newport Beach or Huntington Beach pay their full Fair Share of the
14 cost of the System. At such time as Newport Beach, Huntington
15 Beach or Fountain Valley pay their full Fair Share of the cost of
16 the System, title to the System shall also vest in that City. Upon
17 termination of this Agreement, or the end of the useful life of the
18 System, the System shall be disposed of as provided in Section
19 10.2.

20 CHAPTER III

21 PURPOSE AND POWERS

22 3.1 Authority Created

23 This Agreement creates a Joint Powers Authority known as
24 the Metro Cities Fire Authority. The Authority is formed pursuant
25 to the provisions of Article 1, Chapter 5, Division 7 of Title I
26 of the Government Code of the State of California (The Joint
27 Exercise of Powers Act). The Authority shall be considered a
28 public entity separate and apart from the Members. Within thirty

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1 (30) days after the effective date of this Agreement and after any
2 amendment, the Authority shall cause a notice of such Agreement or
3 amendment to be prepared and filed with the Office of the
4 California Secretary of State containing the information required
5 by Government Code 6503.5.

6 3.2 Common Powers

7 Each Party has the common power to, inter alia:

8 A. Provide fire protection, fire suppression, fire
9 prevention, emergency medical, rescue and related services;

10 B. Maintain an effective communications and
11 emergency dispatch system to facilitate and support fire
12 protection, fire suppression, rescue and emergency medical
13 services;

14 C. Employ and train personnel to perform emergency
15 equipment communication and dispatch services, communication
16 facility maintenance and the purchase of Communications Equipment.

17 3.3 General Purpose

18 The primary purpose of this Agreement is to provide for
19 the operation, upgrade, maintenance and repair of the
20 Communications Center and Communications Equipment. This Agreement
21 is intended to provide a formal mechanism by which the Authority
22 can fund these activities to provide the highest possible level of
23 emergency communications services.

24 3.4 Powers

25 The Authority through its Board shall have the power, in
26 its own name, to do any of the following:

27 A. To jointly exercise the common powers of the
28 Members;

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1 B. To make and enter into contracts, including but not
2 limited to, contracting with other public agencies for services,
3 equipment and related items to those agencies;

4 C. To retain the services of fire suppression
5 specialists, emergency communications consultants, and such other
6 persons with specialized knowledge or ability capable of assisting
7 the Members in achieving the purposes of this Agreement;

8 D. To acquire, hold or dispose of property by any
9 lawful means, including, without limitation, gift, and purchase for
10 sale;

11 E. To incur debts, liabilities or obligations, subject
12 to the limitations specified in this Agreement and, to the extent
13 permitted by law, borrow funds on a temporary basis to meet
14 operational expenses until expected revenue are available;

15 F. To the extent permitted by law, to enter into
16 equipment lease agreements or lease-purchase agreements or other
17 financial arrangements extending beyond the current budgetary
18 cycle, necessary or convenient to the operation of the Authority
19 (hereinafter collectively "lease") so long as the agreement
20 contains substantially the following provisions:

21 "The Authority receives its funds on an annual budgetary
22 cycle from its individual Members. The Authority agrees to
23 use its best efforts to obtain authorization and
24 appropriation of funds from its individual Members to pay
25 lease payments due under this Agreement, including, without
26 limitation, the inclusion in its budget request for each
27 fiscal year during the term of this Agreement a request for
28 adequate funds to meet in full its obligations hereunder.

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1 The Board may terminate this Agreement in the event funds are
2 not appropriated or appropriations are withdrawn or withheld
3 upon thirty (30) days' written notice. Termination under
4 this provision shall not constitute a default or breach. The
5 Authority shall not be obligated to pay any additional lease
6 payments but shall, after written notice from Lessor, deliver
7 the Equipment to Lessor or its assignee. Lessor acknowledges
8 that the individual Members shall not be liable for the debts
9 of the Authority."

10 G. The Authority empowers the Board to enter into
11 leases, agreements and similar transactions that require the
12 Authority to indemnify the person with whom the Board is
13 contracting, so long as the exposure to liability under such
14 indemnification is approved by the Risk Manager of Anaheim and by
15 Legal Counsel of the Authority and so long as the maximum exposure
16 to liability under such transaction does not exceed One Million
17 Dollars (\$1,000,000.00).

18 H. To receive gifts, contributions, grants, and
19 donations of property, funds, services and other forms of
20 assistance from any person, firm, entity, corporation or public
21 agency;

22 I. To sue and be sued in its own name;

23 J. To apply for any grant or grants offered in
24 conjunction with any Federal, State or local program that is in any
25 way related to the purpose of this Agreement;

26 K. To adopt rules, regulations, policies, by-laws and
27 procedures governing the operation of the Authority;

28 L. To exercise any other power in the manner and

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1 according to the methods provided by applicable laws, rules or
2 regulations, subject only to the restrictions on the manner of
3 exercising such powers that may be applicable to the City of
4 Anaheim.

5 **CHAPTER IV**
6 **ORGANIZATION**

7 4.1 Membership

8 The Members of this Authority shall be the public
9 entities which executed this Agreement or a subsequent amendment
10 and have not withdrawn from, or had membership in the Authority
11 terminated, as provided in Section 9.2 and Section 9.3.

12 4.2 Board

13 A. The Board shall consist of one (1) voting member and
14 one (1) alternate appointed by the governing body of each Member
15 agency.

16 B. Each Board member shall hold office from the first
17 meeting of the Board after appointment and shall serve at the
18 pleasure of their appointing authority.

19 C. A Board member or alternate shall not receive
20 compensation, but may be reimbursed by the Authority for expenses
21 reasonably incurred while performing duties required by this
22 Agreement, and as further specified and limited by resolution of
23 the Board.

24 4.3 Principal Office

25 The principal office of the Authority shall be 201 South
26 Anaheim Boulevard, Suite 302 in the City of Anaheim, County of
27 Orange. The Board has the full power and authority to change the
28 principal office from one location to another within the County of

1 Orange.

2 4.4 Meetings

3 The Board shall meet at the principal office of the
4 Authority, or at such other place as may be designated by the
5 Board. The time and place of regular meetings of the Board shall
6 be determined by resolution. Regular, adjourned and special
7 meetings of the Board shall be called, noticed and conducted in
8 accordance with the Ralph M. Brown Act or other relevant open
9 meeting law.

10 4.5 Quorum

11 A majority of the Board (or the alternate for any absent
12 voting member) shall constitute a quorum for the purpose of
13 transacting business relating to the Authority, subject to the
14 provisions of Sections 7.1 and 7.5.

15 4.6 Powers and Limitations

16 All of the powers of the Authority are reserved to it and
17 may be exercised by the Board, unless otherwise limited by law.
18 Each Board member, or alternate in the absence of any voting
19 member, shall be entitled to one vote and, except as expressly
20 provided in this Agreement, including Sections 7.1 and 7.5, the
21 affirmative vote of the majority of those present and qualified
22 shall effect adoption of any motion, resolution, order or action
23 the Board deems appropriate.

24 4.7 Minutes

25 The secretary of the Authority shall provide notice of,
26 prepare and post agendas for, and keep minutes of, each regular,
27 adjourned and special meeting of the Board. The secretary shall
28 send a copy of the minutes to each Board member and otherwise

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1 perform the duties necessary to ensure compliance with provisions
2 of law including, without limitations, any applicable "open meeting
3 law" such as the Ralph M. Brown Act.

4 4.8 Rules

5 The Board may adopt rules and regulations for the conduct
6 of its affairs that are not in conflict with this Agreement.

7 4.9 Officers

8 The Board shall select a chairperson and vice chairperson
9 from its members and shall appoint a secretary who may, but need
10 not, be a member of the Board. The treasurer of the City of
11 Anaheim shall hold the office of treasurer and auditor, in
12 accordance with Government Code Section 6505.6, and shall perform
13 the duties as authorized in Section 6505 et seq of the Government
14 Code. The treasurer shall cause an independent audit to be made
15 by a Certified Public Accountant in compliance with Section 6505
16 of the Government Code. The Certified Public Accountant shall be
17 annually appointed by the Board. The treasurer shall keep all
18 revenues of the Authority in a separate account, and, if available,
19 an interest bearing account, and otherwise perform the duties and
20 responsibilities of that office as specified in Sections 6505 et
21 seq. of the Government Code. Any surplus funds not immediately
22 needed may be invested in accordance with the investment policy
23 annually adopted by the Board, as required by Government Code
24 Section 53646, and consistent with Government Code Sections 53601,
25 53635, 16429.1 and 53684, as may be amended. The chairperson, vice
26 chairperson and secretary shall hold office for a period of one
27 year, or until a successor is appointed. The Board shall
28 reorganize annually at its first meeting of the new fiscal year.

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1 4.10 Bond

2 The treasurer, auditor and such other persons who may
3 have access to, or handle, any revenue of the Authority shall be
4 required to file an official bond in an amount determined by the
5 Board and consistent with the provisions of Section 6505.1 of the
6 Government Code. This bonding requirement shall be satisfied if
7 an existing bond is extended to cover the duties required by this
8 Agreement. The costs of complying with the requirements of this
9 Section shall be considered an administrative expense of the
10 Authority.

11 4.11 Status of Officers and Employees

12 In accordance with the Joint Exercise of Powers Act, all
13 of the privileges and immunities from liability, exemptions from
14 laws, ordinances and rules, and all pension, relief, disability,
15 workers compensation and other benefits which apply to the
16 activities of officers, agents, or employees of any of the Member's
17 agency when performing their respective duties or functions for
18 that agency, shall apply to each of them to the same degree and
19 extent while engaged in the performance of any activity, function
20 or duty pursuant to this Agreement.

21 4.12 Fair Political Practices Act

22 The members of the Board and alternates shall be
23 considered public officials within the meaning of the Fair
24 Political Practices Act of 1974, as amended, and its regulations,
25 for the purposes of financial disclosure, conflict of interest and
26 other requirements of such Act and regulations, subject to contrary
27 opinion or written advice of the California Fair Political
28 Practices Commission.

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CHAPTER V

BASIC SERVICES

5.1 Communications Center -- Operations

A. The Communications Center shall be maintained and operated by the Authority, pursuant to this Agreement, for the use and benefit of all Members. The Communications Manager, or equivalent position, of the City of Anaheim shall be the Administrator of the Communications Center so long as Anaheim operates and administers the Communications Center.

B. To provide for such maintenance and operations, the City of Anaheim will, through use of City of Anaheim employees, provide all services required to operate, maintain and administer the Communications Center. The Authority shall pay the actual costs of such operation and administration, plus an administrative overhead fee. The costs of such operation and administration, including administrative overhead, shall be borne by each Member according to its fair share percentage as determined pursuant to Section 6.1 hereof.

C. The Board is empowered to develop policy to establish the service levels for the Communications Center operation and maintenance.

D. Communications Center employees shall be governed by the same personnel rules, regulations, Memoranda of Understanding, administrative regulations and other related matters as apply to other employees of the City of Anaheim. Recruitment, position classifications and descriptions, hiring, discipline, promotion, and other employee-related functions shall be determined solely by the City of Anaheim.

1 E. Anaheim will determine the procedures and standards
2 of selection for employment and promotion, direct its employees,
3 take disciplinary action, relieve its employees from duty for
4 legitimate reasons, maintain the efficiency of communications
5 operations, determine the methods, means and personnel by which it
6 will meet the service levels established by the Authority.

7 F. Anaheim may elect to discontinue providing services
8 for the operation and administration of the Communications Center
9 by giving notice of such election in writing to the Board a minimum
10 of six (6) months prior to such cessation. In the event of such
11 discontinuance by Anaheim, the Board may appoint another Member as
12 the administrator or contract with another provider of such
13 services. Should Anaheim's services as operator and administrator
14 of the Communications Center terminate, use of the City of
15 Anaheim's facilities shall also terminate unless a separate
16 use/rental agreement is approved. Anaheim's election to
17 discontinue providing services set forth herein does not constitute
18 Withdrawal from the Authority.

19 G. The Board may elect to terminate Anaheim's services
20 as operator and administrator of the Communications Center by
21 giving notice of such election in writing to Anaheim a minimum of
22 six (6) months prior to the date of such termination. In the event
23 of such termination, the Board may appoint another Member as the
24 administrator or contract with another provider of such services.
25 Such termination of Anaheim's services does not in and of itself
26 constitute either Withdrawal or Termination of Anaheim from the
27 Authority. Should Anaheim's services as operator and administrator
28 be terminated by the Board, use of the City of Anaheim's facilities

1 shall also terminate unless a separate rental/use agreement is
2 approved.

3 H. Each Member acknowledges that the City of Anaheim
4 owns the property (land and facility) on which the Communications
5 Center is situated at the time of the formation of the Authority.
6 Rental costs, depreciation and other factors relating to use of
7 this property are not currently included in either the
8 administrative overhead fee or the costs of services provided by
9 Anaheim.

10 5.2 Maintenance of Equipment

11 A. The Authority through its Board shall maintain and
12 repair all Communications Equipment, including, without limitation,
13 telephones, radios, computers, hardware, software, electrical
14 systems and all related mechanical devices or facilities other than
15 equipment which Members are required to install pursuant to
16 provisions of Subsection C.

17 B. The Authority through its Board shall purchase new
18 or used Communications Equipment as necessary to replace existing
19 equipment or upon a determination by the Board that new or
20 additional Communications Equipment will facilitate emergency
21 communications.

22 C. As a condition to receiving emergency communications
23 services, each Member shall install and maintain, the following
24 equipment in each fire station, rescue facility, or related mobile
25 unit as maintained by the Member:

26 1. A station direct telephone line with handset
27 originating at the Communications Center or a personal
28 Alpha/Numeric pager for each unit.

1 2. A station vocal or paging line and speaker
2 originating at the Communications Center.

3 3. A minimum of two emergency telephone reporting
4 trunk lines terminating at the Communications Center.

5 4. One mobile data computer terminal or status
6 message device in each operating fire company or rescue unit.

7 5. Other equipment which the Board determines to
8 be necessary to maintain an effective communications network.

9 Each Member shall pay the costs of installing,
10 maintaining and repairing the Communications Equipment it is
11 required to provide pursuant to this Paragraph. All maintenance
12 and repair of hardware and Communications Equipment which are
13 physically connected to the Communications Center shall be
14 coordinated through the Communications Center Management.

15 D. Subject to prior Board approval, any Member may
16 install special Communications Equipment or extra telephonic
17 equipment provided the installing Member pays all the equipment and
18 installation costs. The Board may approve Member's requests for
19 installation of special equipment only on a finding that neither
20 the Authority nor any Member will incur any additional cost and
21 that installation of the equipment will have no adverse impact on
22 emergency communication capability.

23 E. Each Member shall provide the Authority through the
24 Administrator with mapping and related emergency dispatching
25 information necessary for the efficient deployment of fire units
26 and manpower. Each Member shall continually update mapping and
27 deployment information and provide this information to the
28 Authority through the Administrator and each Member as appropriate.

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1 F. Each Member shall be responsible to provide a
2 back-up emergency dispatch system to provide alternative emergency
3 communication services within that Member's jurisdiction in the
4 event Communications Center systems at the Communications Center
5 are disabled or inoperative.

6 5.3 Services To and Reimbursement From Subscriber Agencies

7 A. Public entities in Orange County may receive
8 communication services, equipment and other items (hereinafter
9 "communication services") from this Authority by executing a
10 Subscription Agreement in the form approved by the Board and by
11 paying the annual fee and/or other costs, as determined by the
12 Board. Agencies which desire to participate as Subscriber Agencies
13 must sign the Subscription Agreement prior to receiving services
14 or sharing equipment or other items, and must pay their fee by July
15 30 of the fiscal year for which subscription is desired.
16 Subscription Agreements shall renew automatically from year to year
17 unless otherwise specified in the Agreement. Agencies which
18 subscribe for an entire fiscal year may, at their option, elect to
19 pay their fee in four equal installments due and owing on or before
20 July 30, October 1, January 1 and April 1. Agencies which choose
21 to become Subscriber Agencies after the commencement of the fiscal
22 year must sign the Subscription Agreement and pay the full amount
23 of the fee prior to seeking services. Fees for subsequent fiscal
24 years, may be revised by the Board.

25 B. The Board may terminate any or all Subscription
26 Agreements by giving the affected Agency or Agencies ninety (90)
27 days prior written notice.

28 C. Revenue from Subscriber Agencies shall be allocated

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1 as directed by the Board.

2 **CHAPTER VI**

3 **FUNDING AND ADMINISTRATION**

4 6.1 Funding

5 Each Member shall pay a portion of the costs incurred by
6 the Authority in providing the services described in Section 5.1.
7 Each Member's share of the costs incurred by the Authority shall
8 be based upon that Member's "fair share percentage" which shall be
9 determined in accordance with the provisions of this Section. The
10 number of Recorded Incidents attributable to each Member represents
11 the most equitable basis for determining that Member's share of the
12 costs incurred by the Authority.

13 A. The contribution of each Member shall be based upon
14 the number of Recorded Incidents attributable to each Member,
15 divided by the Recorded Incidents attributable to all Members,
16 during the calendar year preceding the fiscal year for which that
17 Member's fair share percentage is being calculated. Once
18 determined for any fiscal year, the Member's fair share percentage
19 shall remain unchanged. The following is the formula pursuant to
20 which the fair share percentage will be calculated:

21 RECORDED INCIDENTS
22 ATTRIBUTABLE TO A MEMBER (DIVIDED BY)
23 RECORDED INCIDENTS
24 ATTRIBUTABLE TO ALL MEMBERS (EQUALS)
25 MEMBERS FAIR SHARE PERCENTAGE

26 B. Each Member's contribution to the budget shall be
27 determined by multiplying that Member's fair share percentage by
28 the amount of the budget or budgetary component.

29 C. The Administrator, or his or her designee, shall

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1 invoice each Member agency that agency's total fair share
2 percentage of the budget in accordance with a payment schedule set
3 by Resolution of the Board.

4 D. Final year-end adjustments of Members' costs
5 representing the difference between estimated annual expenditures
6 and actual annual expenditures shall be calculated by no later than
7 the last day of the first quarter of the following fiscal year.
8 If a Member agency wishes such credits to be either paid to each
9 Member agency or credited to that Member Agency's Member Specific
10 Communications Equipment replacement component fund as outlined in
11 Section 7.2.A.5, that Member's representative on the Board shall
12 notify the Treasurer of such election by no later than September
13 20 of the following fiscal year.

14 If no Member agency has made such an election by
15 September 20 of the following fiscal year, the Treasurer shall
16 deposit all year-end credits into the Communications Equipment
17 capital reserve account by September 30, as outlined in Section
18 7.2.A.4.

19 If any Member Agency by September 20 of the following
20 fiscal year elects either payment of the year-end credit or deposit
21 of such credit into its Member Specific Communications Equipment
22 replacement component, the remaining Members shall either be paid
23 the year-end credit or elect to deposit the credit into their
24 Member Specific Communications Equipment replacement component in
25 accordance with policies and procedures established by Resolution
26 of the Board.

27 6.2 Administrative Services

28 A. Anaheim shall provide the Administrative Services

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1 required for operation of the Communications Center, and management
2 and administration of the personnel within, for an administrative
3 fee of twelve percent (12%) of the Communications Center operations
4 and capital outlay and the Member specific communications
5 operations components of the budget, as outlined in Sections
6 7.1.A.1 and 7.1.A.2. Administrative Services includes, but is not
7 limited to general accounting of funds received and disbursed,
8 preparation of invoices to Members, preparation of documents
9 relative to any grant program, routine legal counsel and services
10 from various departments within the City of Anaheim as may be
11 necessary from time to time, including but not limited to Human
12 Resources and Labor Management Departments, Finance Department,
13 Purchasing, and such other functions as may be required by this
14 Agreement or the provisions of any law including, without
15 limitation, the Joint Exercise of Powers Act.

16 B. Anaheim's City Attorney's Office will serve as
17 general counsel to the Authority to provide routine legal counsel
18 services required from time to time. Extraordinary legal services
19 (for example, Anaheim's time and expense or the expense for outside
20 counsel in connection with a lawsuit against the Authority, its
21 officers, agents, employees, representatives and volunteers
22 providing services to the Authority) constitute additional expenses
23 and are not covered by the administrative overhead.

24 6.3 Emergency Repairs

25 In the event the Communications Center or Communications
26 Equipment suffers damage which interferes with emergency
27 communications services and requires emergency repairs, the
28 Administrator is authorized without prior Board approval to expend

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1 the funds to have the necessary emergency repairs made so that
2 services are resumed as soon as possible. Prior Board approval
3 shall be obtained whenever practical.

4 6.4 Capital Improvements-Funding

5 In the event the Communications Center or Communications
6 Equipment suffers damage and the cost of repairs exceeds sums
7 designated for repair in that component of the budget and any
8 reserve fund, the Administrator shall promptly solicit bids for the
9 repair of damage from at least three (3) responsible firms. The
10 Administrator shall then present said bids to the Board to award
11 the contract to the lowest responsible bidder and to direct the
12 accepted responsible bidder to make the repairs as soon as
13 possible. Expenditures shall be approved in accordance with
14 Section 7.2B, approval of which shall require the positive consent
15 of the number of member agencies necessary to represent a minimum
16 of Fifty-One Percent (51%) of the fair share participation in the
17 Authority. Each Member shall pay its estimated fair share
18 percentage of the repairs within 30 days after the award of the
19 contract.

20 CHAPTER VII

21 BUDGETARY PROVISIONS

22 7.1 Annual Budget

23 The Board shall adopt an annual budget pursuant to this
24 Agreement and procedures adopted by the Board.

25 A. A preliminary draft of the budget shall be presented
26 to the Members by the last business day in January of each year for
27 their review. Said budget shall be submitted to the Board for
28 consideration and adoption. Budget adoption shall require positive

1 consent of the number of Board members necessary to represent a
2 minimum of Fifty-One Percent (51%) of the fair share participation
3 in the Authority.

4 7.2 Special Budgetary Consideration

5 A. The budget adopted by the Board shall include but
6 not be limited to:

7 1. A Communications Center operations and capital
8 outlay component, which shall provide for the personnel,
9 maintenance and operations support, and capital acquisitions
10 necessary for the joint operation of the Communications Center as
11 described in Section 5.1 and 5.2.

12 2. A Member(s) specific communications operations
13 component, which shall provide for the maintenance and operation
14 of the Member specific Communications Equipment described in
15 Section 5.2 (C). A Board member may make deposits to and request
16 disbursements from this component, in accordance with the written
17 policies and/or procedures of the Board.

18 3. A Capital Improvement Project component, which
19 shall provide for the acquisition or replacement of major
20 Communications Equipment items or fund major Communications Center
21 related projects.

22 4. A Communications Equipment capital reserve
23 component, which shall be deposited into a common designated
24 reserve account designed to defray future replacement costs of
25 major components of the Communications Equipment.

26 5. A Member(s) specific Communications Equipment
27 replacement component, which shall be deposited into a Member
28 specific designated reserve account designed to defray future

1 replacement costs of Member specific Communications Equipment.
2 A Board member may make deposits to and request disbursements from
3 this component, in accordance with the written policies and/or
4 procedures of the Board.

5 6. If the Board elects to establish a liability
6 reserve fund component as provided for in Chapter VIII, the amount
7 of the fund, and the amount of annual contribution to the fund,
8 shall be those amounts established by the Board.

9 B. Except as provided in Section 6.3, the contributions
10 of Members shall be used to defray the costs and expenses
11 associated with the budget. Special assessment(s) that do not
12 exceed ten percent (10%) of the annual budget may be made by the
13 Board through a budgetary amendment. Special assessments that
14 exceed ten percent (10%) of the annual budget may be levied by the
15 Board provided that prior approval of the legislative body of each
16 Member is first obtained.

17 C. Each Member's annual contribution to the budget
18 shall be determined by adding the following:

19 (i) Communications Center operations component,
20 less the amount identified in the City of Anaheim budget for
21 facility rental, multiplied by that Member's fair share percentage;

22 (ii) That portion of the Member's Specific
23 Operations Component attributable to that Member's specific
24 Communications Equipment;

25 (iii) The Capital Improvement Project component
26 multiplied by that Member's fair share percentage;

27 (iv) A Communications Equipment Capital reserve
28 component multiplied by that Member's fair share percentage;

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1 (v) That portion of the Member's specific
2 Communications Equipment replacement component attributable to that
3 Member;

4 (vi) That Member's share of the administrative
5 expenses which shall be calculated by multiplying the amount of
6 reimbursement by that Member's share of the communications
7 operations and Member specific operations component of the budget;
8 and

9 (vii) The cost of risk financing, as provided for in
10 Section 8.2, multiplied by that Member's fair share percentage.

11 7.3 Disbursements

12 The treasurer shall draw checks in accordance with
13 policies and/or procedures established by Resolution of the Board.
14 A summation of such payments shall be presented to the Board as
15 part of the Treasurer's quarterly report.

16 7.4 Accounts

17 All funds shall be placed in accounts and the receipt,
18 transfer or disbursement of funds during the term of this Agreement
19 shall be accounted for, in accordance with generally accepted
20 accounting principles applicable to governmental entities. There
21 shall be strict accountability for all funds. All interest
22 earnings, revenues and expenditures shall be reported quarterly to
23 the Board.

24 7.5 Expenditures Within Approved Annual Budget

25 All expenditures shall be within the limitations of the
26 approved annual budget or as amended by the Board. Amendments to
27 the approved annual budget shall require positive consent of the
28 number of member agencies necessary to represent a minimum of

1 Fifty-One Percent (51%) of the fair share participation in the
2 Authority.

3 CHAPTER VIII

4 LIABILITY/INSURANCE

5 8.1 Liabilities

6 The debts, liabilities and obligations of the Authority
7 shall not be considered the debts, liabilities or obligations of
8 any Member, except as otherwise provided in this Chapter.

9 8.2 Indemnification/Hold Harmless

10 A. The Authority shall defend, indemnify and hold
11 harmless each Member, its officers, agents, employees,
12 representatives and volunteers from and against any loss, injury,
13 damage, claim, lawsuit, liability, expense, or damages of any kind
14 or nature arising out of or in connection with the performance of
15 services pursuant to this Agreement. The Authority shall finance
16 its obligation pursuant to this Subsection by establishing a
17 liability reserve fund, by purchasing commercial insurance, by
18 joining a joint powers insurance authority (JPIA), and/or by
19 requiring that assessments be paid by each Member pursuant to this
20 Subsection. In the event that the Authority's financial
21 obligations to indemnify, defend and hold harmless, pursuant to
22 this Subsection, exceed the liability reserve fund and the proceeds
23 from any applicable insurance or JPIA coverage maintained by the
24 Authority (hereinafter "Unfunded Liability"), each Member hereby
25 agrees to indemnify and hold harmless the Authority for such
26 deficiency in accordance with the following: In the event an
27 Unfunded Liability arises, the contribution of each Member shall
28 be in an amount equal to the total Unfunded Liability multiplied

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1 by that member's percentage of the budget as specified in Section
2 6.1.

3 B. The Authority, its officers, agents, contractors,
4 employees, representatives, Staff, and volunteers (hereinafter, for
5 the purposes of Subsection 8.2.B and 8.3, collectively referred to
6 as "Emergency Dispatchers"), shall not be liable, in any manner,
7 to any Member, or to an officer, official, or employee of any
8 Member, for any loss, injury, damage, claim, lawsuit, liability,
9 expense, or damages which may be incurred by, or brought against
10 a Member which is providing any type of emergency response service
11 undertaken by any Member pursuant to a call, dispatch, or
12 instruction (by whatever name called) issued by, or on behalf of,
13 the Emergency Dispatcher, regardless of whether or not such
14 liability may have arisen, in whole or in part, by the negligent
15 acts, conduct, or omissions of one or more of the Emergency
16 Dispatchers.

17 C. Each Member shall assign to the Authority its
18 rights, title, and interest to recover damages from any third
19 party, to the extent that the Authority has met its obligations to
20 such Member pursuant to this Section 8.2.

21 D. Should any Member utilize the Communications Center
22 for its own individual purposes, outside the scope of the
23 Authority, such Member shall indemnify, defend, and hold harmless
24 the Authority and other Members from all claims, demands, actions,
25 liability, or damages of any kind or nature, arising out of such
26 use.

27 E. No provision of this Agreement shall be construed
28 as to require any party to obtain or maintain liability or other

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1 insurance coverage not otherwise required by law.

2 8.3 Waiver

3 Except as provided in Section 8.2, each Member waives and
4 gives up any claim against, or right to sue, the Authority, or its
5 respective officers, employees, Staff, agents, contractors,
6 representatives or volunteers for any loss, damage or injury that
7 arises out of, or is any way related to, such Member providing any
8 type of emergency response service pursuant to a call, dispatch,
9 or instruction issued by, or on behalf of, the Emergency
10 Dispatcher, regardless of whether or not such liability may have
11 arisen, in whole or in part, by the negligent acts, conduct or
12 omissions of one or more of the Emergency Dispatchers. This waiver
13 extends to liability for bodily injury or property damage that may
14 be sustained by any Member or its officers, employees, contractors,
15 or agents, and which was proximately caused, in whole or in part,
16 by the negligent act, conduct or omission of the Authority, its
17 respective officers, employees, Staff agents, contractors,
18 representatives or volunteers. However, this waiver does not
19 extend to bodily injury or property damage caused by an unlawful,
20 fraudulent or willful act or omission of the Authority or its
21 officers or employees.

22 **CHAPTER IX**

23 **ADMISSION AND WITHDRAWAL OF MEMBERS**

24 9.1 New Members

25 Public entities may become Members in the Authority upon
26 such terms and conditions as may be specified by the Board. New
27 Members shall pay a surcharge to be determined by the Board at the
28 time of application.

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1 9.2 Withdrawal

2 A Member may withdraw from the Authority at the end of
3 any fiscal year and terminate its rights and obligations pursuant
4 to this Agreement by giving written notice of its intention to
5 terminate to the secretary of the Board no later than December 31
6 prior to the termination of the fiscal year in which the Member
7 intends to withdraw. The written notice shall be accompanied by a
8 resolution or minute order of the legislative body of the Member
9 specifying its intent to withdraw from the Authority. Withdrawal
10 of a Member, however, shall not relieve the withdrawing Member of
11 its proportionate share of any debts or other liabilities incurred
12 by the Authority prior to the effective date of such withdrawal,
13 or any liabilities imposed upon or incurred by the Member pursuant
14 to this Agreement prior to the effective date of such withdrawal,
15 and such withdrawal shall result in the forfeiture of all rights
16 and claims of the withdrawing Member to any repayment of
17 contributions or advances or other distribution of funds or
18 property after withdrawal, including distribution in the event of
19 termination of the Authority, except Member Specific Communication
20 Equipment, provided the withdrawing Member pays all costs of
21 removal.

22 9.3 Breach

23 The Board shall have the authority to terminate the
24 Membership of any Member in the event the Member materially
25 breaches its duties pursuant to this Agreement. For the purposes
26 of this Section, the term "material breach" shall include, without
27 limitation, a failure to fund the budget in accordance with the
28 Chapter VI, the failure to make any contribution or pay any

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1 assessment when due, and the failure to defend or indemnify other
2 Members as required in Chapter VIII. The Board shall give the
3 Member notice of the breach and the right to cure the breach within
4 thirty (30) days of the notice. In the event the Member fails to
5 cure the breach within thirty (30) days, the Board shall have the
6 right to immediately terminate the Membership. Termination of the
7 Membership of a Member for breach shall not relieve the terminated
8 Member of its proportionate share of any debts or other liabilities
9 incurred by the Authority prior to the effective date of such
10 termination, or any liabilities imposed upon or incurred by the
11 Member pursuant to this Agreement prior to the effective date of
12 such termination. However, such termination shall result in the
13 forfeiture of all rights and claims of the terminated Member to any
14 repayment of contributions or advances or other distribution of
15 funds or property after termination, including distribution in the
16 event of termination of the Authority, except Member Specific
17 Communication Equipment, provided the terminating Member pays all
18 costs of removal.

19 9.4 Penalties

20 Notwithstanding Section 9.3, and without waiving any
21 other remedies available by law or through this Agreement, the
22 Board shall adopt policies and procedures imposing penalties for
23 failure of any Member to pay any amounts due under this Agreement.

24 **CHAPTER X**

25 **TERMINATION AND DISPOSITION OF ASSETS**

26 10.1 Termination

27 The Authority shall continue to exercise the joint power
28 specified in this Agreement until termination of this Agreement.

OF, JF THE CITY ATTORNEY
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1 This Agreement shall terminate if five (5) or more Members give the
2 Authority written notice of their intention to withdraw as
3 specified in Section 9.2 or if the Members mutually agree to
4 terminate this Agreement. No termination of the Authority shall
5 occur until all of its debts, liabilities, and obligations and
6 other evidence of indebtedness are paid or adequate provision for
7 such payment is made in accordance with the resolution of the
8 Authority. No termination of the Authority shall occur which is
9 contrary to the language, spirit or intent of any contract or
10 agreement entered into by the Authority with the U.S., the State
11 of California, or any department, administration or agency of
12 either.

13 10.2 Distribution of Property

14 A. All capital equipment purchased as part of this
15 Agreement, shall be assigned an "operating life" by the Board. The
16 Board shall also designate equipment which is critical or
17 non-critical to the operation of the facilities. Upon termination
18 of this Agreement, all capital equipment either functioning within
19 its operating life or beyond, shall be appraised by an independent
20 appraiser and equipment designated as critical may be purchased
21 first by the City of Anaheim and then by any Member agency who is
22 interested and who, having submitted a sealed bid, is the highest
23 bidder. Such sealed bid shall not be lower than the appraised
24 value. Non-critical capital equipment may be purchased by any
25 Member agency based on procedures adopted by the Board. Capital
26 equipment not purchased by Member agencies, shall be sold to the
27 public at appraised value or at public auction. The proceeds of
28 all sales shall be paid to each Member pursuant to their fair share

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1 percentage as determined for the most recent fiscal year.

2 B. Upon termination of this Agreement, all capital
3 equipment purchased prior to this Agreement, as specified in
4 Section 2.2.A through 2.2.F shall be returned to the Member or
5 Members holding title to the equipment.

6 C. In the event of termination of the Authority, any
7 remaining funds, property or other assets of the Authority,
8 following discharge of all debts, liabilities and obligations of
9 the Authority, shall be distributed to the Members for any
10 un-reimbursed advances, contributions, or in-lieu contributions
11 made or given to the Authority by such Members, and distributed to
12 all Members on the same basis as the annual distributions to
13 Members under this Agreement.

14 CHAPTER XI
15 MISCELLANEOUS

16 11.1 Amendments

17 Except for Sections 6.2, 7.1, 7.5, 8.2 and 8.3, this
18 Agreement may be amended with the approval of a majority of the
19 Members. Amendments to Sections 6.2, 7.1 and 7.5 shall require
20 positive consent of the number of Members necessary to represent
21 a minimum of Fifty-One Percent (51%) of the fair share percentage
22 as determined for the most recent fiscal year in the Authority.
23 Amendments to Sections 8.2, 8.3 and 11.1 shall require the
24 unanimous consent of the Members. No amendments to this Agreement
25 may be made which would adversely affect the interests of the owner
26 of bonds, letters of credit, or other financial obligations of the
27 Authority.

28 //

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1 11.2 Notice

2 Any notice or instrument required to be given or
3 delivered pursuant to this Agreement shall be deemed given when
4 personally delivered to the Member or the Authority, or deposited
5 in the United States mail, first class postage pre-paid, and
6 properly addressed to the principal office of the Member or the
7 Authority.

8 11.3 Partial Invalidity

9 If one or more of the Chapters, Sections, paragraphs or
10 provisions of this Agreement is determined to be invalid or
11 unenforceable by a court of competent jurisdiction, each and all
12 of the remaining Chapters, Sections and paragraphs shall not be
13 affected and shall continue to be valid and enforceable to the
14 fullest extent permitted by law, provided, the remaining Sections
15 or provisions can be construed in substance to constitute the
16 Agreement the Parties intended in the first instance.

17 IN WITNESS WHEREOF, the Parties have caused this
18 Agreement to be executed unattested by their duly authorized
19 officers, and to have their official seals affixed hereto as of the
20 date first stated above.

21 Dated: 10/13/00

CITY OF ANAHEIM
By: Tom Daly
MAYOR

24 ATTEST:
25 By: Sherill Schneider
CITY CLERK

APPROVED AS TO FORM:
By: [Signature]
CITY ATTORNEY

26
27 //
28 //

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1 Dated: 12/7/00

CITY OF FOUNTAIN VALLEY

2 By: Larry R. Randall
MAYOR

3 ATTEST:
4 By: Jane Devic
5 ^{Dep.} CITY CLERK

APPROVED AS TO FORM:
By: Mark Beum
CITY ATTORNEY

7 Dated: 10/17/00

CITY OF FULLERTON

8 By: Richard Prosser
MAYOR

10 ATTEST:
11 By: Carol Wick, Deputy
12 CITY CLERK

APPROVED AS TO FORM:
By: [Signature]
CITY ATTORNEY

14 Dated: _____

CITY OF GARDEN GROVE

15 By: [Signature]
MAYOR

17 ATTEST:
18 By: [Signature]
CITY CLERK

APPROVED AS TO FORM:
By: [Signature]
CITY ATTORNEY

20 Dated: August 28, 2000

CITY OF HUNTINGTON BEACH

21 By: [Signature]
MAYOR

23 ATTEST:
24 By: Tornie Brochway
CITY CLERK

APPROVED AS TO FORM:
By: [Signature]
CITY ATTORNEY

8/23/00 GCB

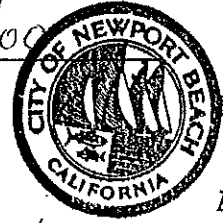
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Dated: 7/20/00 CITY OF NEWPORT BEACH



By: [Signature]
MAYOR

ATTEST:
By: [Signature]
CITY CLERK

APPROVED AS TO FORM:
By: [Signature]
CITY ATTORNEY

Dated: _____ CITY OF ORANGE

By: [Signature]
MAYOR

ATTEST:
By: [Signature]
CITY CLERK

APPROVED AS TO FORM:
By: [Signature]
CITY ATTORNEY

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EXHIBIT "A"

A		B	C	D	E
INVENTORY ASSETS AS OF JUNE 1, 1996 PER PARAGRAPH 2.2 A		OLD	NEW	CURRENT VALUE	EXPECTED YEARS BEFORE REPLACEMENT
1	2 - Flashboards	X	X	1,050.00	15 years
2	1 - TV Cabinet		X	460.00	15 years
3	3 - TV'S		X	1,400.00	5 years
4	1 - VCR		X	325.00	3 years
5	1 - Answerphone (Media tape line)		X	530.00	5 years
6	2 - Paksets	X		6,000.00	3 years
7	1 - Fax machine		X	1,600.00	3 years
8	1 - 24 hour logging recorder		X	61,329.00	10 years
9	1 - Round table		X	170.00	15 years
10	5 - 2 Drawer file cabinets		X	1,000.00	15 years
11	5 - 3 Shelf bookcases		X	500.00	15 years
12	2 - Small credenza's	X		300.00	5 years
13	2 - Large credenza	X		500.00	5 years
14	3 - Executive office chairs	X	X	900.00	5 years
15	7 - Office chairs		X	1,050.00	5 years
16	6 - Dispatch chairs		X	3,000.00	2 years
17	10 - Conference room chairs		X	2,500.00	5 years
18	6 - Kitchen chairs		X	1,200.00	3 years
19	4 - Office chairs	X		300.00	2 years
20	1 - Couch/1-Chair	X	X	900.00	10 years
21	3 - Reception area tables		X	500.00	15 years
22	3 - Office desks with computer stations/returns		X	8,250.00	15 years
23	3 - Office credenza's		X	3,000.00	15 years
24	1 - 2 Drawer file cabinet	X		100.00	5 years
25	6 - Sets Clawson Cards		X	2,392.00	10 years
26	3 - Computer work tables		X	900.00	15 years
27	36 - Lockers	X		600.00	5 years
28	1 - Coat rack		X	210.00	10 years
29	3 - 4 Drawer file cabinet	X		750.00	5 years
30	1 - Supply cabinet	X		150.00	5 years
31	1 - Security fire file		X	500.00	15 years

EXHIBIT "A"

	A	B	C	D	E
	INVENTORY ASSETS AS OF JUNE 1, 1996 PER PARAGRAPH 2.2 A	OLD	NEW	CURRENT VALUE	EXPECTED YEARS BEFORE REPLACEMENT
33	2 - Small conference room credenzals		X	720.00	15 years
34	1 - Conference room table	X		750.00	10 years
35	1 - Refrigerator		X	1,000.00	10 years
36	1 - Microwave oven		X	400.00	3 years
37	1 - Dishwasher		X	400.00	10 years
38	1 - Stove		X	600.00	10 years
39	2 - Miscellaneous Orange County wall maps		X	1,700.00	10 years
40	35 - Miscellaneous Pictures		X	3,270.00	10 years
41	1 - LaserJet 4M Plus		X	1,200.00	5 years
42	1 - PowerBook		X	4,500.00	5 years
43	1 - Keyboard/Monitor		X	550.00	5 years
44	1 - DeskJet 850C		X	800.00	5 years
45	1 - Scanner		X	980.00	5 years
46	1 - Miscellaneous Software		X	1,600.00	5 years
47	2 - Color Plus 14 in. Monitor		X	900.00	3 years
48	2 - Extended Keyboard II		X	200.00	3 years
49	2 - PowerPc 601/60mhz		X	3,400.00	3 years
50	1 - Century PC4XV-BA		X	500.00	1 year
51	1 - 14" Super VGA Color Monitor		X	100.00	1 year
52	1 - Keyboard	X		50.00	1 year
53	Miscellaneous Office Supplies On Hand			1,500.00	
54	1 - TV/FOC Conference Rm.		X	400.00	5 years
55	4 - Wall/Desk Clocks		X	90.00	5 years
56	1 - CADI Backup System III		X	23,000.00	5 years
57	1 - CADI/NCP Backup System		X	23,000.00	5 years
58					
59					
60	TOTAL			173,976.00	

EXHIBIT "A"

A		B	C	D
INVENTORY ASSETS AS OF JUNE 1, 1996 PER PARAGRAPH 2.2 A		OLD	NEW	CURRENT VALUE
1	INVENTORY ASSETS AS OF JUNE 1, 1996 PER PARAGRAPH 2.2 A			
2	2 - CENTRACOM II PLUS	X	X	36,000.00
3	4 - CENTRACOM II PLUS RECONFIGURED	X	X	37,680.00
4	6 - Digital Call Checks		X	23,301.00
5	6 - 911 Equipment		X	33,414.00
6	System II Radio Equipment	X		400,197.00
7				
8	MDT Frequency			1,000,000.00
9				
10	CAD System Hardware & Software		X	1,298,000.00
11				
12				
13	TOTAL			2,829,092.00

EXHIBIT "B"

		A		B	C	D
		INVENTORY ASSETS AS OF JULY 1, 1996 PER PARAGRAPH 2.2 B		OLD	NEW	ORIGINAL VALUE
1	5 - Syntor Base Radios	X				15,355.00
2	2 - Syntor Base Local Trunked Controllers		X			10,980.00
3	1 - CAD Interface Syntor, PC & Modem	X				23,000.00
4	3 - Clawson EMD Cardsets	X				1,050.00
5						
6						
7	TOTAL					50,385.00

EXHIBIT "C"

A		B	C	D
INVENTORY ASSETS AS OF JULY 1, 1996 PER PARAGRAPH 2.2 C		OLD	NEW	Value New
1	1 - B1603A Single Bay 3- Panel Enclosure	X		1,439.00
2	3 - B1400 Master Control Panels	X		11,616.00
3	3 - BLN1143 Operator Interface Modules (from CEB)	X		4,689.00
4	8 - B1401 Channel Control Panels	X		6,240.00
5	30 - B1405 T1/R1 Channel Control Modules	X		8,220.00
6	4 - B1602F Single Bay 45 Degree 2 Panel Enclosures	X		4,916.00
7	12 - B1604A Single Bay 4 Panel Enclosures	X		2,078.00
8	4 - B1604F Single Bay 45 Degree Panel Enclosures	X		2,378.00
9	11 - B1248A Blank Half Panels	X		451.00
10	6 - BLN1148A Headset Jacks	X		1,320.00
11	1 - BLN6179 Side Panel for 3 Panel Bay	X		99.00
12	3 - K577 Telephone/Headset Interface Boards	X		1,026.00
13	5 - B1406 T2R2 Channel Control Modules	X		1,370.00
14	14 - B1405 T1R1 Channel Control Modules	X		5,206.00
15				
16				
17	TOTAL			51,048.00

EXHIBIT "D"

CAD/RMS System Hardware & Software \$1,298,500.00: Purchase and reimbursement over five years. First year invoiced as one payment on April 15, 1997. Second through fifth years to be invoiced in quarterly payments at the beginning of July, October, January and April of each fiscal year.

PURCHASE	%	Total Amount	Annual Pymt	Quarterly Pymt
Fountain Valley	4.62	\$ 59,990.70	\$ 11,998.14	\$ 2,999.54
Huntington Beach	16.80	\$ 218,148.00	\$ 43,629.60	\$ 10,907.40
Newport Beach	9.04	\$ 117,384.40	\$ 23,476.88	\$ 5,869.22
REIMBURSEMENT	%	Total Amount	Annual Rmb	Quarterly Rmb
Anaheim	45.68	\$ 180,674.95	\$ 36,134.99	\$ 9,033.75
Fullerton	16.41	\$ 64,905.34	\$ 12,981.07	\$ 3,245.27
Garden Grove	19.35	\$ 76,533.72	\$ 15,306.74	\$ 3,826.68
Orange	18.56	\$ 73,409.09	\$ 14,681.82	\$ 3,670.45

Metro Cities Fire Authority
THIRD AMENDED
JOINT POWERS AGREEMENT

This Third Amended Joint Powers Agreement, dated for purpose of identification the 1 day of July , 2013 is made by and effective when fully executed by authorized representatives of all of the following public entities:

- A. City of Anaheim ("Anaheim");
- B. City of Brea ("Brea");
- C. City of Fountain Valley ("Fountain Valley");
- D. City of Fullerton ("Fullerton");
- E. City of Garden Grove ("Garden Grove");
- F. City of Huntington Beach ("Huntington Beach");
- G. City of Newport Beach ("Newport Beach"); and
- H. City of Orange ("Orange").

RECITALS

A. The Parties to this Agreement each provide fire protection, fire prevention, rescue, emergency medical and related administrative services within their respective boundaries.

B. The Parties have determined that joint use of a central communications network and record keeping system reduces the administrative costs that would otherwise be incurred by each Party in providing fire suppression, emergency medical assistance, rescue service, and related services.

C. The Parties have determined that the costs associated with maintaining the staff and equipment necessary to operate a Communications Center should be funded by the Parties through a formal Joint Powers Agreement with costs apportioned to reflect the extent to which the Parties utilize the emergency Communications Equipment and staff.

D. The Parties have determined that joint use of a central communications network and record keeping system is also intended to foster cooperation among the Parties in the form of a separate written automatic aid agreement to consider the provision of emergency services by the closest available unit and to serve as a vehicle for evaluating other opportunities for joint operations.

E. The Parties each have the power and authority to perform, and contract with one another pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq. of the Government Code) for the performance of the duties and functions that form the basis of this Agreement.

F. The Parties have the power to contract with other agencies for communications services, equipment and related items.

G. The Parties entered into the initial Joint Powers Agreement on the 1st day of July, 1996. The First Amended Joint Powers Agreement is dated June 23, 1997 and the Second Amended Joint Powers Agreement is dated December 7, 2000. The Parties wish to further amend said Agreement in its entirety through this Third Amended Agreement.

THE PARTIES AGREE AS FOLLOWS:

CHAPTER I

DEFINITIONS

1.1 Definitions

For the purpose of this Agreement, the words or terms specified herein shall have the following meanings:

A. "Administrator" shall mean the Communications Manager or equivalent position of the City of Anaheim.

B. "Agreement" shall mean collectively the initial Joint Powers Agreement dated July 1, 1996, the First Amended Joint Powers Agreement Dated June 23, 1997, the Second Amended Joint Powers Agreement dated December 7, 2000, and this Third Amended Joint Powers Agreement.

C. "Authority" shall mean the Joint Powers Authority known as the Metro Cities Fire Authority, created by this agreement pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq. of the Government Code).

D. "Board" is the governing body of the Authority.

E. "Board member" shall mean the voting member or alternate appointed by the governing body of each Member agency to represent said agency on the Board.

F. "Capital Improvement Project" shall mean the acquisition of any piece of Communications Equipment or the funding of any Communications Center related project that requires an expenditure of \$30,000.00 or more.

G. "Capital Outlay" shall mean the acquisition of any piece of Communications Equipment or the funding of any Communications Center related project that requires an expenditure of \$500.00 or more but less than \$30,000.00.

H. "Communications Center" shall mean that portion of any structure or physical facility that houses Communications Equipment and/or Communications Center Staff.

I. "Communications Equipment" shall mean all electronic equipment, including telephones, telephone lines, radios, computers and software located within, or connected to, the Communications Center and utilized for the fire or rescue-related emergency communications or records management of any of the Parties.

J. "Member" shall mean any public entity that is a member upon the effective date of this Agreement or becomes a Party to this Agreement pursuant to the provisions of Section 9.1.

K. "Recorded Incident" shall mean any call for service dispatched within the jurisdiction of a Member's fire department that generates an incident number through any emergency Communications Facility used by any member during any relevant period prior to the effective date of this Agreement and through the Communications Center upon the effective date of this Agreement or at such time as the Communications Center begins operation pursuant to this Agreement.

L. "Communications Center Staff" or "Staff" shall mean all personnel of the City of Anaheim performing services related to the operations and maintenance of the Metro Cities Communication Center, or such agency or individual as may be appointed by the Board to perform these functions.

M. "Fiscal Year" shall mean the twelve month period commencing July 1st and concluding June 30th.

N. "Subscriber Agency" means each of the public agencies that are not Members of the Joint Powers Authority that wish to contract with Metro Cities Joint Powers Authority to receive communication services, equipment and related items and contribute to the cost of operating and administering this Joint Powers Authority by executing a subscriber agreement in a form approved by the Board.

O. "Treasurer" shall mean the Finance Director of the City of Anaheim, or his or her designee, who shall hold the office in accordance with Government Code Section 6505.6, and shall perform the duties as authorized in Section 6505 et seq of the Government Code.

CHAPTER II

SPECIAL CONSIDERATIONS

This chapter establishes the rationale for the provisions relating to funding, administration and decision making.

2.1 Communications Center

The Metro Cities Fire Authority Communications Center, located at 201 S. Anaheim Boulevard, Anaheim, CA, was constructed and is owned by the City of Anaheim.

Ownership of the real property and facility housing the Metro Cities Communications Center will remain solely the City of Anaheim. The Board may change the location of the Communications Center.

2.2 Communications Equipment

A. Certain existing communications equipment was acquired through the joint efforts of the Cities of Anaheim, Fullerton, Garden Grove and Orange and shall be identified as part of a fixed asset inventory system, which inventory is set forth on Exhibit "A" attached hereto and incorporated herein by this reference. Joint title to this equipment existing as of the date of termination or at the end of its useful life shall vest with the Cities of Anaheim, Fullerton, Garden Grove and Orange and shall be disposed of as outlined in Section 10.2.

B. Certain existing communications equipment was acquired through the joint efforts of the Cities of Fountain Valley, Huntington Beach and Newport Beach and shall be identified as part of a fixed asset inventory system, which inventory is set forth on Exhibit "B" attached hereto and incorporated herein by reference. Joint title to this equipment existing as of the date of termination or at the end of its useful life shall vest with the Cities of Fountain Valley, Huntington Beach, and Newport Beach and shall be disposed of as outlined in Section 10.2.

C. Certain existing communications equipment was acquired by the City of Huntington Beach and shall be identified as part of a fixed asset inventory system, which inventory is set forth on Exhibit "C" attached hereto and incorporated herein by reference. Title to this equipment existing as of the date of termination or at the end of its useful life shall vest with the City of Huntington Beach and shall be disposed of as outlined in Section 10.2.

D. Title to equipment purchased jointly on behalf of the Authority, existing as of the date of termination or at the end of its useful life, shall vest with the Authority and shall be disposed of as outlined in Section 10.2. An inventory of such equipment shall be maintained by the Administrator.

E. After the effective date of this agreement, title to communications equipment purchased for the Communications Center separately by individual members of the Authority shall vest only with those individual members contributing to the purchase of said equipment. Such equipment shall be identified as part of a fixed asset inventory system, which inventory shall be maintained by the Administrator. Title to this equipment existing as of the date of termination or at the end of its useful life shall vest with those individuals purchasing said equipment and shall be disposed of as outlined in Section 10.2

F. The Cities of Anaheim, Fullerton, Garden Grove and Orange previously funded and installed a CAD/RMS System, the cost of which was \$1,298,500.00 (hereinafter "System") which forms the basis of the communications network. The Cities of Fountain Valley, Huntington Beach and Newport Beach agree to buy into the CAD/RMS by paying their fair share of the cost of the System to Metro Cities in equal quarterly payments on July 1, October 1, January 1 and April 1 or the next business day should these days fall on a weekend or holiday, of each fiscal year over a period of five (5) years commencing July 1, 1996 and concluding June 30, 2001. The fair share reimbursement cost by the Cities of Fountain Valley,

Huntington Beach and Newport Beach shall be allocated according to the formula in Section 6.1(a) of this Agreement, using the recorded incidents of the Metro Cities budget of 1996-1997, which incidents are based upon incidents occurring during the 1995 calendar year. Reimbursement to the Cities of Anaheim, Fullerton, Garden Grove and Orange shall be made by Metro Cities based on the amount each city contributed to the initial purchase of the CAD/RMS System. The Payment and Reimbursement Schedule is attached hereto as Exhibit "D" and incorporated herein by reference.

G. Title to the System shall remain with the Cities of Anaheim, Fullerton, Garden Grove and Orange until Fountain Valley, Newport Beach or Huntington Beach pay their full Fair Share of the cost of the System. At such time as Newport Beach, Huntington Beach or Fountain Valley pay their full Fair Share of the cost of the System, title to the System shall also vest in that City. Upon termination of this Agreement, or the end of the useful life of the System, the System shall be disposed of as provided in Section 10.2.

H. The City of Brea agrees to contribute to the Authority Reserves for Communication Equipment Fund (Reserves) by paying their Fair Share of the balance of the Reserves as reported in the "Metro Cities Fire Authority Financial Report For The Quarter Ended December 31, 2012". The City of Brea will pay their Fair Share costs in one lump sum or in equal quarterly payments on July 1, October 1, January 1 and April 1 or the next business day should these days fall on a weekend or holiday, of each fiscal year over a period of five (5) years commencing on July 1, 2013 and concluding June 30, 2018. The Fair Share contribution by the City of Brea shall be allocated according to the formula in Section 6.1(a) of this Agreement, using the recorded incidents of the Authority budget of 2013-2014, which incidents are based upon incidents occurring during the 2012 calendar year.

CHAPTER III

PURPOSE AND POWERS

3.1 Authority Created

This Agreement creates a Joint Powers Authority known as the Metro Cities Fire Authority. The Authority is formed pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title I of the Government Code of the State of California (The Joint Exercise of Powers Act). The Authority shall be considered a public entity separate and apart from the Members. Within thirty (30) days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the Office of the California Secretary of State containing the information required by Government Code 6503.5.

3.2 Common Powers

Each Party has the common power to, inter alia:

A. Provide fire protection, fire suppression, fire prevention, emergency medical, rescue and related services;

B. Maintain an effective communications and emergency dispatch system to facilitate and support fire protection, fire suppression, rescue and emergency medical services;

C. Employ and train personnel to perform emergency equipment communication and dispatch services, communication facility maintenance and the purchase of Communications Equipment.

3.3 General Purpose

The primary purpose of this Agreement is to provide for the operation, upgrade, maintenance and repair of the Communications Center and Communications Equipment. This Agreement is intended to provide a formal mechanism by which the Authority can fund these activities to provide the highest possible level of emergency communications services.

3.4 Powers

The Authority through its Board shall have the power, in its own name, to do any of the following:

A. To jointly exercise the common powers of the Members;

B. To make and enter into contracts, including but not limited to, contracting with other public agencies for services, equipment and related items to those agencies;

C. To retain the services of fire suppression specialists, emergency communications consultants, and such other persons with specialized knowledge or ability capable of assisting the Members in achieving the purposes of this Agreement;

D. To acquire, hold or dispose of property by any lawful means, including, without limitation, gift, and purchase for sale;

E. To incur debts, liabilities or obligations, subject to the limitations specified in this Agreement and, to the extent permitted by law, borrow funds on a temporary basis to meet operational expenses until expected revenue are available;

F. To the extent permitted by law, to enter into equipment lease agreements or lease-purchase agreements or other financial arrangements extending beyond the current budgetary cycle, necessary or convenient to the operation of the Authority (hereinafter collectively "lease") so long as the agreement contains substantially the following provisions:

"The Authority receives its funds on an annual budgetary cycle from its individual Members. The Authority agrees to use its best efforts to obtain authorization and appropriation of funds from its individual Members to pay lease payments due under this Agreement, including, without limitation, the inclusion in its budget request for each fiscal year during the term of this Agreement a request for adequate funds to meet in full its obligations hereunder. The Board may terminate this Agreement in the event funds are not appropriated or appropriations are withdrawn or withheld upon thirty

(30) days' written notice. Termination under this provision shall not constitute a default or breach. The Authority shall not be obligated to pay any additional lease payments but shall, after written notice from Lessor, deliver the Equipment to Lessor or its assignee. Lessor acknowledges that the individual Members shall not be liable for the debts of the Authority.”

G. The Authority empowers the Board to enter into leases, agreements and similar transactions that require the Authority to indemnify the person with whom the Board is contracting, so long as the exposure to liability under such indemnification is approved by the Risk Manager of Anaheim and by Legal Counsel of the Authority and so long as the maximum exposure to liability under such transaction does not exceed One Million Dollars (\$1,000,000.00).

H. To receive gifts, contributions, grants, and donations of property, funds, services and other forms of assistance from any person, firm, entity, corporation or public agency;

I. To sue and be sued in its own name;

J. To apply for any grant or grants offered in conjunction with any Federal, State or local program that is in any way related to the purpose of this Agreement;

K. To adopt rules, regulations, policies, by-laws and procedures governing the operation of the Authority;

L. To exercise any other power in the manner and according to the methods provided by applicable laws, rules or regulations, subject only to the restrictions on the manner of exercising such powers that may be applicable to the City of Anaheim.

CHAPTER IV

ORGANIZATION

4.1 Membership

The Members of this Authority shall be the public entities which executed this Agreement or a subsequent amendment and have not withdrawn from, or had membership in the Authority terminated, as provided in Section 9.2 and Section 9.3.

4.2 Board

A. The Board shall consist of one (1) voting member and one (1) alternate appointed by the governing body of each Member agency.

B. Each Board member shall hold office from the first meeting of the Board after appointment and shall serve at the pleasure of their appointing authority.

C. A Board member or alternate shall not receive compensation, but may be reimbursed by the Authority for expenses reasonably incurred while performing duties required by this Agreement, and as further specified and limited by resolution of the Board.

4.3 Principal Office

The principal office of the Authority shall be 201 South Anaheim Boulevard, Suite 302 in the City of Anaheim, County of Orange. The Board has the full power and authority to change the principal office from one location to another within the County of Orange.

4.4 Meetings

The Board shall meet at the principal office of the Authority, or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution. Regular, adjourned and special meetings of the Board shall be called, noticed and conducted in accordance with the Ralph M. Brown Act or other relevant open meeting law.

4.5 Quorum

A majority of the Board (or the alternate for any absent voting member) shall constitute a quorum for the purpose of transacting business relating to the Authority, subject to the provisions of Sections 7.1 and 7.5.

4.6 Powers and Limitations

All of the powers of the Authority are reserved to it and may be exercised by the Board, unless otherwise limited by law. Each Board member, or alternate in the absence of any voting member, shall be entitled to one vote and, except as expressly provided in this Agreement, including Sections 7.1 and 7.5, the affirmative vote of the majority of those present and qualified shall effect adoption of any motion, resolution, order or action the Board deems appropriate.

4.7 Minutes

The secretary of the Authority shall provide notice of, prepare and post agendas for, and keep minutes of, each regular, adjourned and special meeting of the Board. The secretary shall send a copy of the minutes to each Board member and otherwise perform the duties necessary to ensure compliance with provisions of law including, without limitations, any applicable "open meeting law" such as the Ralph M. Brown Act.

4.8 Rules

The Board may adopt rules and regulations for the conduct of its affairs that are not in conflict with this Agreement.

4.9 Officers

The Board shall select a chairperson and vice chairperson from its members and shall appoint a secretary who may, but need not, be a member of the Board. The Finance Director of the City of Anaheim shall hold the office of Treasurer and auditor, in accordance with Government Code Section 6505.6, and shall perform the duties as authorized in Section 6505 et seq of the Government Code. The Treasurer shall cause an independent audit to be made by a Certified Public Accountant in compliance with Section 6505 of the Government Code. The Certified Public Accountant shall be annually appointed by the Board. The Treasurer shall keep all revenues of the Authority in a separate account, and, if available, an interest bearing account, and otherwise perform the duties and responsibilities of that office as specified in Sections 6505 et seq. of the Government Code. Any surplus funds not immediately needed may be invested in accordance with the investment policy annually adopted by the Board, as required by Government Code Section 53646, and consistent with Government Code Sections 53601, 53635, 16429.1 and 53684, as may be amended. The chairperson, vice chairperson and secretary shall hold office for a period of one year, or until a successor is appointed. The Board shall reorganize annually at its first meeting of the new fiscal year.

4.10 Bond

The Treasurer, auditor and such other persons who may have access to, or handle, any revenue of the Authority shall be required to file an official bond in an amount determined by the Board and consistent with the provisions of Section 6505.1 of the Government Code. This bonding requirement shall be satisfied if an existing bond is extended to cover the duties required by this Agreement. The costs of complying with the requirements of this Section shall be considered an administrative expense of the Authority.

4.11 Status of Officers and Employees

In accordance with the Joint Exercise of Powers Act, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, relief, disability, workers compensation and other benefits which apply to the activities of officers, agents, or employees of any of the Member's agency when performing their respective duties or functions for that agency, shall apply to each of them to the same degree and extent while engaged in the performance of any activity, function or duty pursuant to this Agreement.

4.12 Fair Political Practices Act

The members of the Board and alternates shall be considered public officials within the meaning of the Fair Political Practices Act of 1974, as amended, and its regulations, for the purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to contrary opinion or written advice of the California Fair Political Practices Commission.

CHAPTER V
BASIC SERVICES

5.1 Communications Center - Operations

A. The Communications Center shall be maintained and operated by the Authority, pursuant to this Agreement, for the use and benefit of all Members. The Communications Manager, or equivalent position, of the City of Anaheim shall be the Administrator of the Communications Center so long as Anaheim operates and administers the Communications Center.

B. To provide for such maintenance and operations, the City of Anaheim will, through use of City of Anaheim employees, provide all services required to operate, maintain and administer the Communications Center. The Authority shall pay the actual costs of such operation and administration, plus an administrative overhead fee. The costs of such operation and administration, including administrative overhead, shall be borne by each Member according to its fair share percentage as determined pursuant to Section 6.1 hereof.

C. The Board is empowered to develop policy to establish the service levels for the Communications Center operation and maintenance.

D. Communications Center employees shall be governed by the same personnel rules, regulations, Memoranda of Understanding, administrative regulations and other related matters as apply to other employees of the City of Anaheim. Recruitment, position classifications and descriptions, hiring, discipline, promotion, and other employee-related functions shall be determined solely by the City of Anaheim.

E. Anaheim will determine the procedures and standards of selection for employment and promotion, direct its employees, take disciplinary action, relieve its employees from duty for legitimate reasons, maintain the efficiency of communications operations, determine the methods, means and personnel by which it will meet the service levels established by the Authority.

F. Anaheim may elect to discontinue providing services for the operation and administration of the Communications Center by giving notice of such election in writing to the Board a minimum of six (6) months prior to such cessation. In the event of such discontinuance by Anaheim, the Board may appoint another Member as the administrator or contract with another provider of such services. Should Anaheim's services as operator and administrator of the Communications Center terminate, use of the City of Anaheim's facilities shall also terminate unless a separate use/rental agreement is approved. Anaheim's election to discontinue providing services set forth herein does not constitute Withdrawal from the Authority.

G. The Board may elect to terminate Anaheim's services as operator and administrator of the Communications Center by giving notice of such election in writing to Anaheim a minimum of six (6) months prior to the date of such termination. In the event of such termination, the Board may appoint another Member as the administrator or contract with another provider of such services. Such termination of Anaheim's services does not in and of

itself constitute either Withdrawal or Termination of Anaheim from the Authority. Should Anaheim's services as operator and administrator be terminated by the Board, use of the City of Anaheim's facilities shall also terminate unless a separate rental/use agreement is approved.

H. Each Member acknowledges that the City of Anaheim owns the property (land and facility) on which the Communications Center is situated at the time of the formation of the Authority. Rental costs, depreciation and other factors relating to use of this property are not currently included in either the administrative overhead fee or the costs of services provided by Anaheim.

5.2 Maintenance of Equipment

A. The Authority through its Board shall maintain and repair all Communications Equipment, including, without limitation, telephones, radios, computers, hardware, software, electrical systems and all related mechanical devices or facilities other than equipment which Members are required to install pursuant to provisions of Subsection C.

B. The Authority through its Board shall purchase new or used Communications Equipment as necessary to replace existing equipment or upon a determination by the Board that new or additional Communications Equipment will facilitate emergency communications.

C. As a condition to receiving emergency communications services, each Member shall install and maintain, the following equipment in each fire station, rescue facility, or related mobile unit as maintained by the Member:

1. A station direct telephone line with handset originating at the Communications Center or a personal Alpha/Numeric pager for each unit.

2. A station vocal or paging line and speaker originating at the Communications Center.

3. A minimum of two emergency telephone reporting trunk lines terminating at the Communications Center.

4. One mobile data computer terminal or status message device in each operating fire company or rescue unit.

5. Other equipment which the Board determines to be necessary to maintain an effective communications network.

Each Member shall pay the costs of installing, maintaining and repairing the Communications Equipment it is required to provide pursuant to this Paragraph. All maintenance and repair of hardware and Communications Equipment which are physically connected to the Communications Center shall be coordinated through the Communications Center Management.

D. Subject to prior Board approval, any Member may install special Communications Equipment or extra telephonic equipment provided the installing Member pays all the equipment and installation costs. The Board may approve Member's requests for installation of special equipment only on a finding that neither the Authority nor any Member will incur any additional cost and that installation of the equipment will have no adverse impact on emergency communication capability.

E. Each Member shall provide the Authority through the Administrator with mapping and related emergency dispatching information necessary for the efficient deployment of fire units and manpower. Each Member shall continually update mapping and deployment information and provide this information to the Authority through the Administrator and each Member as appropriate.

F. Each Member shall be responsible to provide a back-up emergency dispatch system to provide alternative emergency communication services within that Member's jurisdiction in the event Communications Center systems at the Communications Center are disabled or inoperative.

5.3 Services To and Reimbursement From Subscriber Agencies

A. Public entities in Orange County may receive communication services, equipment and other items (hereinafter "communication services") from this Authority by executing a Subscription Agreement in the form approved by the Board and by paying the annual fee and/or other costs, as determined by the Board. Agencies which desire to participate as Subscriber Agencies must sign the Subscription Agreement prior to receiving services or sharing equipment or other items, and must pay their fee by July 30 of the fiscal year for which subscription is desired. Subscription Agreements shall renew automatically from year to year unless otherwise specified in the Agreement. Agencies which subscribe for an entire fiscal year may, at their option, elect to pay their fee in four equal installments due and owing on or before July 30, October 1, January 1 and April 1. Agencies which choose to become Subscriber Agencies after the commencement of the fiscal year must sign the Subscription Agreement and pay the full amount of the fee prior to seeking services. Fees for subsequent fiscal years, may be revised by the Board.

B. The Board may terminate any or all Subscription Agreements by giving the affected Agency or Agencies ninety (90) days prior written notice.

C. Revenue from Subscriber Agencies shall be allocated as directed by the Board.

CHAPTER VI

FUNDING AND ADMINISTRATION

6.1 Funding

Each Member shall pay a portion of the costs incurred by the Authority in providing the services described in Section 5.1. Each Member's share of the costs incurred by

the Authority shall be based upon that Member's "fair share percentage" which shall be determined in accordance with the provisions of this Section. The number of Recorded Incidents attributable to each Member represents the most equitable basis for determining that Member's share of the costs incurred by the Authority.

A. The contribution of each Member shall be based upon the number of Recorded Incidents attributable to each Member, divided by the Recorded Incidents attributable to all Members, during the calendar year preceding the fiscal year for which that Member's fair share percentage is being calculated. Once determined for any fiscal year, the Member's fair share percentage shall remain unchanged. The following is the formula pursuant to which the fair share percentage will be calculated:

RECORDED INCIDENTS

ATTRIBUTABLE TO A MEMBER (DIVIDED BY)

RECORDED INCIDENTS

ATTRIBUTABLE TO ALL MEMBERS (EQUALS)

MEMBERS FAIR SHARE PERCENTAGE

B. Each Member's contribution to the budget shall be determined by multiplying that Member's fair share percentage by the amount of the budget or budgetary component.

C. The Administrator, or his or her designee, shall invoice each Member agency that agency's total fair share percentage of the budget in accordance with a payment schedule set by Resolution of the Board.

D. Final year-end adjustments of Members' costs representing the difference between estimated annual expenditures and actual annual expenditures shall be calculated by no later than the last day of the first quarter of the following fiscal year. If a Member agency wishes such credits to be either paid to each Member agency or credited to that Member Agency's Member Specific Communications Equipment replacement component fund as outlined in Section 7.2.A.5, that Member's representative on the Board shall notify the Treasurer of such election by no later than September 20 of the following fiscal year.

If no Member agency has made such an election by September 20 of the following fiscal year, the Treasurer shall deposit all year-end credits into the Communications Equipment capital reserve account by September 30, as outlined in Section 7.2.A.4.

If any Member Agency by September 20 of the following fiscal year elects either payment of the year-end credit or deposit of such credit into its Member Specific Communications Equipment replacement component, the remaining Members shall either be paid the year-end credit or elect to deposit the credit into their Member Specific Communications

Equipment replacement component in accordance with policies and procedures established by Resolution of the Board.

6.2 Administrative Services

A. Anaheim shall provide the Administrative Services required for operation of the Communications Center, and management and administration of the personnel within, for an administrative fee of twelve percent (12%) of the Communications Center operations and capital outlay and the Member specific communications operations components of the budget, as outlined in Sections 7.1.A.1 and 7.1.A.2. Administrative Services includes, but is not limited to general accounting of funds received and disbursed, preparation of invoices to Members, preparation of documents relative to any grant program, routine legal counsel and services from various departments within the City of Anaheim as may be necessary from time to time, including but not limited to Human Resources and Labor Management Departments, Finance Department, Purchasing, and such other functions as may be required by this Agreement or the provisions of any law including, without limitation, the Joint Exercise of Powers Act.

B. Anaheim's City Attorney's Office will serve as general counsel to the Authority to provide routine legal counsel services required from time to time. Extraordinary legal services (for example, Anaheim's time and expense or the expense for outside counsel in connection with a lawsuit against the Authority, its officers, agents, employees, representatives and volunteers providing services to the Authority) constitute additional expenses and are not covered by the administrative overhead.

6.3 Emergency Repairs

In the event the Communications Center or Communications Equipment suffers damage which interferes with emergency communications services and requires emergency repairs, the Administrator is authorized without prior Board approval to expend the funds to have the necessary emergency repairs made so that services are resumed as soon as possible. Prior Board approval shall be obtained whenever practical.

6.4 Capital Improvements-Funding

In the event the Communications Center or Communications Equipment suffers damage and the cost of repairs exceeds sums designated for repair in that component of the budget and any reserve fund, the Administrator shall promptly solicit bids for the repair of damage from at least three (3) responsible firms. The Administrator shall then present said bids to the Board to award the contract to the lowest responsible bidder and to direct the accepted responsible bidder to make the repairs as soon as possible. Expenditures shall be approved in accordance with Section 7.2B, approval of which shall require the positive consent of the number of member agencies necessary to represent a minimum of Fifty-One Percent (51%) of the fair share participation in the Authority. Each Member shall pay its estimated fair share percentage of the repairs within 30 days after the award of the contract.

CHAPTER VII

BUDGETARY PROVISIONS

7.1 Annual Budget

The Board shall adopt an annual budget pursuant to this Agreement and procedures adopted by the Board.

A. A preliminary draft of the budget shall be presented to the Members by the last business day in January of each year for their review. Said budget shall be submitted to the Board for consideration and adoption. Budget adoption shall require positive consent of the number of Board members necessary to represent a minimum of Fifty-One Percent (51%) of the fair share participation in the Authority.

7.2 Special Budgetary Consideration

A. The budget adopted by the Board shall include but not be limited to:

1. A Communications Center operations and capital outlay component, which shall provide for the personnel, maintenance and operations support, and capital acquisitions necessary for the joint operation of the Communications Center as described in Section 5.1 and 5.2.

2. A Member(s) specific communications operations component, which shall provide for the maintenance and operation of the Member specific Communications Equipment described in Section 5.2 (C). A Board member may make deposits to and request disbursements from this component, in accordance with the written policies and/or procedures of the Board.

3. A Capital Improvement Project component, which shall provide for the acquisition or replacement of major Communications Equipment items or fund major Communications Center related projects.

4. A Communications Equipment capital reserve component, which shall be deposited into a common designated reserve account designed to defray future replacement costs of major components of the Communications Equipment.

5. A Member(s) specific Communications Equipment replacement component, which shall be deposited into a Member specific designated reserve account designed to defray future replacement costs of Member specific Communications Equipment. A Board member may make deposits to and request disbursements from this component, in accordance with the written policies and/or procedures of the Board.

6. If the Board elects to establish a liability reserve fund component as provided for in Chapter VIII, the amount of the fund, and the amount of annual contribution to the fund, shall be those amounts established by the Board.

B. Except as provided in Section 6.3, the contributions of Members shall be used to defray the costs and expenses associated with the budget. Special assessment(s) that do not exceed ten percent (10%) of the annual budget may be made by the Board through a budgetary amendment. Special assessments that exceed ten percent (10%) of the annual budget may be levied by the Board provided that prior approval of the legislative body of each Member is first obtained.

C. Each Member's annual contribution to the budget shall be determined by adding the following:

(i) Communications Center operations component, less the amount identified in the City of Anaheim budget for facility rental, multiplied by that Member's fair share percentage;

(ii) That portion of the Member's Specific Operations Component attributable to that Member's specific Communications Equipment;

(iii) The Capital Improvement Project component multiplied by that Member's fair share percentage;

(iv) A Communications Equipment Capital reserve component multiplied by that Member's fair share percentage;

(v) That portion of the Member's specific Communications Equipment replacement component attributable to that Member;

(vi) That Member's share of the administrative expenses which shall be calculated by multiplying the amount of reimbursement by that Member's share of the communications operations and Member specific operations component of the budget; and

(vii) The cost of risk financing, as provided for in Section 8.2, multiplied by that Member's fair share percentage.

7.3 Disbursements

The Treasurer shall draw checks in accordance with policies and/or procedures established by Resolution of the Board. A summation of such payments shall be presented to the Board as part of the Treasurer's quarterly report.

7.4 Accounts

All funds shall be placed in accounts and the receipt, transfer or disbursement of funds during the term of this Agreement shall be accounted for, in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability for all funds. All interest earnings, revenues and expenditures shall be reported quarterly to the Board.

7.5 Expenditures Within Approved Annual Budget

All expenditures shall be within the limitations of the approved annual budget or as amended by the Board. Amendments to the approved annual budget shall require positive consent of the number of member agencies necessary to represent a minimum of Fifty-One Percent (51%) of the fair share participation in the Authority.

CHAPTER VIII

LIABILITY/INSURANCE

8.1 Liabilities

The debts, liabilities and obligations of the Authority shall not be considered the debts, liabilities or obligations of any Member, except as otherwise provided in this Chapter.

8.2 Indemnification/Hold Harmless

A. The Authority shall defend, indemnify and hold harmless each Member, its officers, agents, employees, representatives and volunteers from and against any loss, injury, damage, claim, lawsuit, liability, expense, or damages of any kind or nature arising out of or in connection with the performance of services pursuant to this Agreement. The Authority shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, by purchasing commercial insurance, by joining a joint powers insurance authority (JPIA), and/or by requiring that assessments be paid by each Member pursuant to this Subsection. In the event that the Authority's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and the proceeds from any applicable insurance or JPIA coverage maintained by the Authority (hereinafter "Unfunded Liability"), each Member hereby agrees to indemnify and hold harmless the Authority for such deficiency in accordance with the following: In the event an Unfunded Liability arises, the contribution of each Member shall be in an amount equal to the total Unfunded Liability multiplied by that member's percentage of the budget as specified in Section 6.1.

B. The Authority, its officers, agents, contractors, employees, representatives, Staff, and volunteers (hereinafter, for the purposes of Subsection 8.2.B and 8.3, collectively referred to as "Emergency Dispatchers"), shall not be liable, in any manner, to any Member, or to an officer, official, or employee of any Member, for any loss, injury, damage, claim, lawsuit, liability, expense, or damages which may be incurred by, or brought against a Member which is providing any type of emergency response service undertaken by any Member pursuant to a call, dispatch, or instruction (by whatever name called) issued by, or on behalf of, the Emergency Dispatcher, regardless of whether or not such liability may have arisen, in whole or in part, by the negligent acts, conduct, or omissions of one or more of the Emergency Dispatchers.

C. Each Member shall assign to the Authority its rights, title, and interest to recover damages from any third party, to the extent that the Authority has met its obligations to such Member pursuant to this Section 8.2.

D. Should any Member utilize the Communications Center for its own individual purposes, outside the scope of the Authority, such Member shall indemnify, defend, and hold harmless the Authority and other Members from all claims, demands, actions, liability, or damages of any kind or nature, arising out of such use.

E. No provision of this Agreement shall be construed as to require any party to obtain or maintain liability or other insurance coverage not otherwise required by law.

8.3 Waiver

Except as provided in Section 8.2, each Member waives and gives up any claim against, or right to sue, the Authority, or its respective officers, employees, Staff, agents, contractors, representatives or volunteers for any loss, damage or injury that arises out of, or is any way related to, such Member providing any type of emergency response service pursuant to a call, dispatch, or instruction issued by, or on behalf of, the Emergency Dispatcher, regardless of whether or not such liability may have arisen, in whole or in part, by the negligent acts, conduct or omissions of one or more of the Emergency Dispatchers. This waiver extends to liability for bodily injury or property damage that may be sustained by any Member or its officers, employees, contractors, or agents, and which was proximately caused, in whole or in part, by the negligent act, conduct or omission of the Authority, its respective officers, employees, Staff agents, contractors, representatives or volunteers. However, this waiver does not extend to bodily injury or property damage caused by an unlawful, fraudulent or willful act or omission of the Authority or its officers or employees.

CHAPTER IX

ADMISSION AND WITHDRAWAL OF MEMBERS

9.1 New Members

Public entities may become Members in the Authority upon such terms and conditions as may be specified by the Board. New Members shall pay a surcharge to be determined by the Board at the time of application.

9.2 Withdrawal

A Member may withdraw from the Authority at the end of any fiscal year and terminate its rights and obligations pursuant to this Agreement by giving written notice of its intention to terminate to the secretary of the Board no later than December 31 prior to the termination of the fiscal year in which the Member intends to withdraw. The written notice shall be accompanied by a resolution or minute order of the legislative body of the Member specifying its intent to withdraw from the Authority. Withdrawal of a Member, however, shall not relieve the withdrawing Member of its proportionate share of any debts or other liabilities incurred by the Authority prior to the effective date of such withdrawal, or any liabilities imposed upon or incurred by the Member pursuant to this Agreement prior to the effective date of such withdrawal, and such withdrawal shall result in the forfeiture of all rights and claims of the withdrawing Member to any repayment of contributions or advances or other distribution of funds or property after withdrawal, including distribution in the event of termination of the

Authority, except Member Specific Communication Equipment, provided the withdrawing Member pays all costs of removal.

9.3 Breach

The Board shall have the authority to terminate the Membership of any Member in the event the Member materially breaches its duties pursuant to this Agreement. For the purposes of this Section, the term "material breach" shall include, without limitation, a failure to fund the budget in accordance with the Chapter VI, the failure to make any contribution or pay any assessment when due, and the failure to defend or indemnify other Members as required in Chapter VIII. The Board shall give the Member notice of the breach and the right to cure the breach within thirty (30) days of the notice. In the event the Member fails to cure the breach within thirty (30) days, the Board shall have the right to immediately terminate the Membership. Termination of the Membership of a Member for breach shall not relieve the terminated Member of its proportionate share of any debts or other liabilities incurred by the Authority prior to the effective date of such termination, or any liabilities imposed upon or incurred by the Member pursuant to this Agreement prior to the effective date of such termination. However, such termination shall result in the forfeiture of all rights and claims of the terminated Member to any repayment of contributions or advances or other distribution of funds or property after termination, including distribution in the event of termination of the Authority, except Member Specific Communication Equipment, provided the terminating Member pays all costs of removal.

9.4 Penalties

Notwithstanding Section 9.3, and without waiving any other remedies available by law or through this Agreement, the Board shall adopt policies and procedures imposing penalties for failure of any Member to pay any amounts due under this Agreement.

CHAPTER X

TERMINATION AND DISPOSITION OF ASSETS

10.1 Termination

The Authority shall continue to exercise the joint power specified in this Agreement until termination of this Agreement. This Agreement shall terminate if six (6) or more Members give the Authority written notice of their intention to withdraw as specified in Section 9.2 or if the Members mutually agree to terminate this Agreement. No termination of the Authority shall occur until all of its debts, liabilities, and obligations and other evidence of indebtedness are paid or adequate provision for such payment is made in accordance with the resolution of the Authority. No termination of the Authority shall occur which is contrary to the language, spirit or intent of any contract or agreement entered into by the Authority with the U.S., the State of California, or any department, administration or agency of either.

10.2 Distribution of Property

A. All capital equipment purchased as part of this Agreement, shall be assigned an "operating life" by the Board. The Board shall also designate equipment which is critical or non-critical to the operation of the facilities. Upon termination of this Agreement, all capital equipment either functioning within its operating life or beyond, shall be appraised by an independent appraiser and equipment designated as critical may be purchased first by the City of Anaheim and then by any Member agency who is interested and who, having submitted a sealed bid, is the highest bidder. Such sealed bid shall not be lower than the appraised value. Non-critical capital equipment may be purchased by any Member agency based on procedures adopted by the Board. Capital equipment not purchased by Member agencies, shall be sold to the public at appraised value or at public auction. The proceeds of all sales shall be paid to each Member pursuant to their fair share percentage as determined for the most recent fiscal year.

B. Upon termination of this Agreement, all capital equipment purchased prior to this Agreement, as specified in Section 2.2.A through 2.2.F shall be returned to the Member or Members holding title to the equipment.

C. In the event of termination of the Authority, any remaining funds, property or other assets of the Authority, following discharge of all debts, liabilities and obligations of the Authority, shall be distributed to the Members for any un-reimbursed advances, contributions, or in-lieu contributions made or given to the Authority by such Members, and distributed to all Members on the same basis as the annual distributions to Members under this Agreement.

CHAPTER XI

MISCELLANEOUS

11.1 Amendments

Except for Sections 6.2, 7.1, 7.5, 8.2 and 8.3, this Agreement may be amended with the approval of a majority of the Members. Amendments to Sections 6.2, 7.1 and 7.5 shall require positive consent of the number of Members necessary to represent a minimum of Fifty-One Percent (51%) of the fair share percentage as determined for the most recent fiscal year in the Authority. Amendments to Sections 8.2, 8.3 and 11.1 shall require the unanimous consent of the Members. No amendments to this Agreement may be made which would adversely affect the interests of the owner of bonds, letters of credit, or other financial obligations of the Authority.

11.2 Notice

Any notice or instrument required to be given or delivered pursuant to this Agreement shall be deemed given when personally delivered to the Member or the Authority, or deposited in the United States mail, first class postage pre-paid, and properly addressed to the principal office of the Member or the Authority.

11.3 Partial Invalidity

If one or more of the Chapters, Sections, paragraphs or provisions of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, each and all of the remaining Chapters, Sections and paragraphs shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law, provided, the remaining Sections or provisions can be construed in substance to constitute the Agreement the Parties intended in the first instance.

11.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed unattested by their duly authorized officers, and to have their official seals affixed hereto as of the date first stated above.

Dated: 6-3-2013

CITY OF ANAHEIM

By: Randy B. Bruegner

Fire Chief of City of Anaheim

ATTEST:

APPROVED AS TO FORM:

By: [Signature]

CITY CLERK

By: [Signature]

CITY ATTORNEY

Dated: _____

CITY OF BREA

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY CLERK

By: _____

CITY ATTORNEY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed unattested by their duly authorized officers, and to have their official seals affixed hereto as of the date first stated above.

Dated: _____

CITY OF ANAHEIM

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY CLERK

By: _____

CITY ATTORNEY

Dated: 4-22-13

CITY OF BREA

By:  _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By:  _____

CITY CLERK

By:  _____

CITY ATTORNEY

Dated: June 5, 2013

CITY OF FOUNTAIN VALLEY
By: [Signature]
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: Kathy Heard
Deputy CITY CLERK

By: [Signature]
CITY ATTORNEY

Dated: _____

CITY OF FULLERTON

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY CLERK

By: _____

CITY ATTORNEY

Dated: _____

CITY OF FOUNTAIN VALLEY

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY CLERK

By: _____

CITY ATTORNEY

Dated: _____

CITY OF FULLERTON

By: Bruce Whitaker

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]

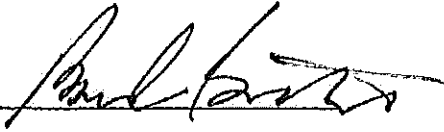
CITY CLERK

By: [Signature]

CITY ATTORNEY

Dated: _____

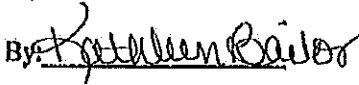
CITY OF GARDEN GROVE

By: 

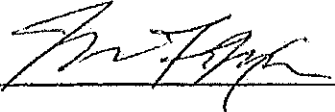
MAYOR

ATTEST:

APPROVED AS TO FORM:

By: 

CITY CLERK

By: 

CITY ATTORNEY

Date: June 4, 2013

CITY OF HUNTINGTON BEACH

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY CLERK

By: _____

CITY ATTORNEY

Dated: _____

CITY OF GARDEN GROVE

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY CLERK

By: _____

CITY ATTORNEY

Dated: _____

CITY OF HUNTINGTON BEACH

By: M. O'Leary

MAYOR PRO TEM

APPROVED AS TO FORM
JENNIFER McGRATH, City Attorney

By: [Signature]
Deputy City Attorney 5/7/13

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY 5.20.13

Dated: _____

CITY OF NEWPORT BEACH

By: [Signature]

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: [Signature]

By: [Signature]

CITY CLERK

CITY ATTORNEY



Dated: 5-24-19

CITY OF ORANGE

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

CITY CLERK

CITY ATTORNEY

Dated: _____

CITY OF NEWPORT BEACH

By: _____

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY CLERK

By: _____

CITY ATTORNEY

Dated: 6-10-13

CITY OF ORANGE

By: *Jessica E. Smith*

MAYOR

ATTEST:

APPROVED AS TO FORM:

By: *Misty [Signature]* chief clerk

CITY CLERK

By: *[Signature]*

CITY ATTORNEY