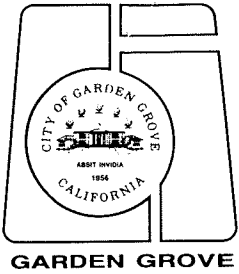


AGREEMENT BIBLIOGRAPHY

Agreement With:	Metro Cities Fire Authority
Agreement Type:	Joint Powers Agreement
Date Approved:	06 27 2000
Start Date:	12 07 2000
End Date:	N/A
Contract Amount:	N/A
Comments:	Second Amendment Fire Department
Insurance Expiration:	N/A
Date Archived:	



CITY OF GARDEN GROVE, CALIFORNIA

11222 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92842

Bruce A. Broadwater
Mayor

William J. Dalton
Mayor Pro Tem

Ho Chung
Councilman

Mark Leyes
Councilman

Mark Rosen
Councilman

(714) 741-5040

August 14, 2000

Michael Dolder
Fire Chief
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Dear Chief Dolder:

Enclosed is the Second Amended Metro Cities Agreement along with 10 signature pages as Carol Flynn requested in her letter dated August 1, 2000, to Catherine Standiford.

Please forward the Agreement and signature pages to Fullerton after they have been signed by your Mayor, City Attorney, and City Clerk.

Sincerely,

Ruth E. Smith
City Clerk

By: Priscilla Stierstorfer
Deputy City Clerk

Enclosures

c: Catherine Standiford



CITY OF ANAHEIM, CALIFORNIA

200 South Anaheim Boulevard, Suite 356
Anaheim, California 92805

Telephone:
714/765-5169
FAX:
714/765-5123
www.anaheim.net

Office of
CITY ATTORNEY

August 1, 2000

Ms. Catherine Standiford
Deputy City Manager
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

Re: Second Amended Metro Cities Agreement

Dear Cathy:


Enclosed is a copy of the Second Amended Metro Cities Agreement along with 10 signature pages for execution by your City's Mayor and City Clerk. Upon execution by your City, would you please forward the Agreement and all 10 signature pages to Fire Chief Michael Dolder, 2000 Main Street, Huntington Beach, CA 92648.

Chief Dolder is requested to forward the Agreement and signature pages to Fullerton Director of Administrative Services Chris Meyer, 303 West Commonwealth Avenue, Fullerton, CA 92832. Mr. Meyer is requested to forward the documents to Fountain Valley Fire Chief Bernard Heimos, 10200 Slater Avenue, Fountain Valley, CA 92708. Chief Heimos is requested to return all ten signature pages to my attention at City of Anaheim, 200 So. Anaheim Boulevard, Suite 356, Anaheim, CA 92805.

Upon my receipt of the executed signature pages, I will forward a fully-executed Agreement to each City for their records. Thank you for your cooperation. If you have any questions, please feel free to call me at (714) 765-5169.

Very truly yours,

JACK L. WHITE, CITY ATTORNEY

BY 
CAROL J. FLYNN

Deputy City Attorney and
Legal Counsel to Metro
Cities JPA

CJF

c: Chief Michael Dolder
Mr. Chris Meyer
Chief Bernard Heimos

ORIGINAL

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

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) 254-5169
FAX (714) 254-5123

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.

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

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

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

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,

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92885
(714) 254-5169
FAX (714) 254-5123

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

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

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;

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.

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

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

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.

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

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

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

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.

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

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

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

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

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;

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

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

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.

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

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

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.

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

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 //

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

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

22 By: 
MAYOR

24 ATTEST:

APPROVED AS TO FORM:

25 By: 
CITY CLERK

25 By: 
CITY ATTORNEY

27 //

28 //

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1 Dated: 12/7/00

CITY OF FOUNTAIN VALLEY

By: Larry R. Randall
MAYOR

2
3
4 ATTEST:
By: Jane Sevin
CITY CLERK

APPROVED AS TO FORM:
By: Alan Zucrus
CITY ATTORNEY

6
7 Dated: 10/17/00

CITY OF FULLERTON

By: Thilo Gress
MAYOR

8
9
10 ATTEST:
By: Carol Wick, Deputy
CITY CLERK

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

12
13
14 Dated: _____

CITY OF GARDEN GROVE

By: [Signature]
MAYOR

15
16
17 ATTEST:
By: Lucretia Amis
CITY CLERK

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

19
20 Dated: August 28, 2000

CITY OF HUNTINGTON BEACH

By: [Signature]
MAYOR

21
22
23 ATTEST:
By: Lonnie Brodway
CITY CLERK

24 APPROVED AS TO FORM:
By: Dail Fuller
CITY ATTORNEY
8/23/00 GCHS

25 //
26 //
27 //
28 //

for 8/23/2000

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 7/20/00 CITY OF NEWPORT BEACH



BY: [Signature]
MAYOR

ATTEST: APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY

Dated: _____ CITY OF ORANGE

By: [Signature]
MAYOR

ATTEST: APPROVED AS TO FORM:

By: [Signature]
CITY CLERK

By: [Signature]
CITY ATTORNEY

36003.1;cflynn

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 - TVs		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	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	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	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	2 - CENTRACOM II PLUS		X	36,000.00
2	4 - CENTRACOM II PLUS RECONFIGURED	X	X	37,680.00
3	6 - Digital Call Checks		X	23,301.00
4	6 - 911 Equipment		X	33,414.00
5	System II Radio Equipment	X		400,197.00
6				
7	MDT Frequency			1,000,000.00
8				
9	CAD System Hardware & Software		X	1,298,000.00
10				
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



GARDEN GROVE

July 24, 2000

CITY OF GARDEN GROVE

Bruce A. Broadwater
Mayor

William J. Dalton
Mayor Pro Tem

Ho Chung
Councilman

Mark Leyes
Councilman

Mark Rosen
Councilman

(714) 741-5040

City of Anaheim
City Clerk's Office
200 S. Anaheim Boulevard
Anaheim, CA 92805

Enclosed is the "red-lined version" of the Metro Cities Fire Authority, Second Amended Joint Powers Agreement for the signature of the City of Anaheim. The Agreement was approved by the City Council on June 27, 2000.

If you have any questions, please call Cathy Standiford, Deputy City Manager, at (714) 741-5105.

Sincerely,

Ruth E. Smith
City Clerk

By: Priscilla Stierstorfer
Deputy City Clerk

Enclosures

METRO CITIES FIRE AUTHORITY

SECOND AMENDED

JOINT POWERS AGREEMENT

"RED-LINED VERSION"

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

1 Metro Cities Fire Authority

2 ~~SECOND~~FIRST-AMENDED

3 JOINT POWERS AGREEMENT

4 This ~~Second~~ [First] Amended Joint Powers Agreement,
5 dated for purpose of identification the ____ day of _____,
6 2000 is 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

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 have the power to contract with other
16 agencies for communications services, equipment and related
17 items.

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

23 THE PARTIES AGREE AS FOLLOWS:

24 **CHAPTER I**
25 **DEFINITIONS**

26 1.1 Definitions

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

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

3 B. "Authority" shall mean the Joint Powers Authority
4 known as the Metro Cities Fire Authority, created by this
5 agreement pursuant to the Joint Exercise of Powers Act (Section
6 6500 et. seq. of the Government Code).

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

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

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

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

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

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

28 //

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

1 I. "Member" shall mean any public entity that is a
2 member upon the effective date of this Agreement or becomes a
3 Party to this Agreement pursuant to the provisions of Section
4 9.1.

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

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

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

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

27 //

28 //

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 356
ANAHEIM, CALIFORNIA 92805
(714) 254-5189
FAX (714) 254-5123

1 CHAPTER II

2 SPECIAL CONSIDERATIONS

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

6 2.1 Communications Center

7 The Metro Cities Fire Authority Communications Center,
8 located at 201 S. Anaheim Boulevard, Anaheim, CA, was
9 constructed and is owned by the City of Anaheim. Ownership of
10 the real property and facility housing the Metro Cities
11 CommunicationS Center will remain solely the City of Anaheim.
12 The Board may change the location of the CommunicationS Center.

13 2.2 Communications Equipment

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

23 B. Certain existing communications equipment was
24 acquired through the joint efforts of the Cities of Fountain
25 Valley, Huntington Beach and Newport Beach and shall be
26 identified as part of a fixed asset inventory system, which
27 inventory is set forth on Exhibit "B" attached hereto and
28 incorporated herein by reference. Joint title to this equipment

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

1 existing as of the date of termination or at the end of its
2 useful life shall vest with the Cities of Fountain Valley,
3 Huntington Beach, and Newport Beach and shall be disposed of as
4 outlined in Section 10.2.

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

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

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

28 //

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5189
FAX (714) 254-5123

1 F. The Cities of Anaheim, Fullerton, Garden Grove
2 and Orange previously funded and installed a CAD/RMS System, the
3 cost of which was \$1,298,500.00 (hereinafter "System") which
4 forms the basis of the communications network. The Cities of
5 Fountain Valley, Huntington Beach and Newport Beach agree to buy
6 into the CAD/RMS by paying their fair share of the cost of the
7 System to Metro Cities in equal quarterly payments on July 1,
8 October 1, January 1 and April 1 or the next business day should
9 these days fall on a weekend or holiday, of each fiscal year
10 over a period of five (5) years commencing July 1, 1996 and
11 concluding June 30, 2001. The fair share reimbursement cost by
12 the Cities of Fountain Valley, Huntington Beach and Newport
13 Beach shall be allocated according to the formula in Section
14 6.1(a) of this Agreement, using the recorded incidents of the
15 Metro Cities budget of 1996-1997, which incidents are based upon
16 incidents occurring during the 1995 calendar year.
17 Reimbursement to the Cities of Anaheim, Fullerton, Garden Grove
18 and Orange shall be made by Metro Cities based on the amount
19 each city contributed to the initial purchase of the CAD/RMS
20 System. The Payment and Reimbursement Schedule is attached
21 hereto as Exhibit "D" and incorporated herein by reference.

22 1. Title to the System shall remain with the Cities
23 of Anaheim, Fullerton, Garden Grove and Orange until Fountain
24 Valley, Newport Beach or Huntington Beach pay their full Fair
25 Share of the cost of the System. At such time as Newport Beach,
26 Huntington Beach or Fountain Valley pay their full Fair Share of
27 the cost of the System, title to the System shall also vest in
28 that City. Upon termination of this Agreement, or the end of

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1 the useful life of the System, the System shall be disposed of
2 as provided in Section 10.2.

3 CHAPTER III

4 PURPOSE AND POWERS

5 3.1 Authority Created

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

17 3.2 Common Powers

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

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

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

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

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1 3.3 General Purpose

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

8 3.4 Powers

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

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

13 B. To make and enter into contracts, including but
14 not limited to, contracting with other public agencies **for [to**
15 **provide]** services, equipment and related items to those
16 agencies;

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

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

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

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

1 available;

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

8 "The Authority receives its funds on an annual budgetary
9 cycle from its individual Members. The Authority agrees to
10 use its best efforts to obtain authorization and
11 appropriation of funds from its individual Members to pay
12 lease payments due under this Agreement, including, without
13 limitation, the inclusion in its budget request for each
14 fiscal year during the term of this Agreement a request for
15 adequate funds to meet in full its obligations hereunder.
16 The Board may terminate this Agreement in the event funds
17 are not appropriated or appropriations are withdrawn or
18 withheld upon thirty (30) days' written notice.
19 Termination under this provision shall not constitute a
20 default or breach. The Authority shall not be obligated to
21 pay any additional lease payments but shall, after written
22 notice from Lessor, deliver the Equipment to Lessor or its
23 assignee. Lessor acknowledges that the individual Members
24 shall not be liable for the debts of the Authority."

25 G. The Authority empowers the Board to enter into
26 leases, agreements and similar transactions that require the
27 Authority to indemnify the person with whom the Board is
28 contracting, so long as the exposure to liability under

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

1 such indemnification is approved by the Risk Manager of Anaheim
2 and by Legal Counsel of the Authority and so long as the maximum
3 exposure to liability under such transaction does not exceed One
4 Million Dollars (\$1,000,000.00).

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

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

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

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

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

20 **CHAPTER IV**
21 **ORGANIZATION**

22 4.1 Membership

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

27 4.2 Board

28 A. The Board shall consist of one (1) voting member

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

1 and one (1) alternate appointed by the governing body of each
2 Member agency.

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

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

11 4.3 Principal Office

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

17 4.4 Meetings

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

25 4.5 Quorum

26 A majority of the Board (or the alternate for any
27 absent voting member) shall constitute a quorum for the purpose
28 of transacting business relating to the Authority, subject to

1 the provisions of Sections 7.1 and 7.5.

2 4.6 Powers and Limitations

3 All of the powers of the Authority are reserved to it
4 and may be exercised by the Board, unless otherwise limited by
5 law. [~~except to the extent of powers conferred on the Board~~
6 ~~pursuant to this Agreement.~~] Each Board member, or alternate in
7 the absence of any voting member, shall be entitled to one vote
8 and, except as expressly provided in this Agreement, including
9 Sections 7.1 and 7.5, the affirmative vote of the majority of
10 those present and qualified shall effect adoption of any motion,
11 resolution, order or action the Board deems appropriate.

12 4.7 Minutes

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

20 4.8 Rules

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

24 4.9 Officers

25 The Board shall select a chairperson and vice
26 chairperson from its members and shall appoint a secretary who
27 may, but need not, be a member of the Board. The treasurer of
28 the City of Anaheim shall hold the office of treasurer and

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

1 auditor, in accordance with Government Code Section 6505.6, and
2 shall perform the duties as authorized in Section 6505 et seq of
3 the Government Code. The treasurer shall cause an independent
4 audit to be made by a Certified Public Accountant in compliance
5 with Section 6505 of the Government Code. The Certified Public
6 Accountant shall be annually appointed by the Board. The
7 treasurer shall keep all revenues of the Authority in a separate
8 account, and, if available, an interest bearing account, and
9 otherwise perform the duties and responsibilities of that office
10 as specified in Sections 6505 et seq. of the Government Code.
11 Any surplus funds not immediately needed may be invested in
12 accordance with **the investment policy annually adopted by the**
13 **Board, as required by Government Code Section 53646, and**
14 **consistent with** Government Code Sections 53601, 53635, 16429.1
15 and 53684, as may be amended. The chairperson, vice chairperson
16 and secretary shall hold office for a period one year, or until
17 a successor is appointed. The Board shall reorganize annually
18 at its first meeting of the new fiscal year.

19 4.10 Bond

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

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1 4.11 Status of Officers and Employees

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

11 4.12 Fair Political Practices Act

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

19 **CHAPTER V**

20 **BASIC SERVICES**

21 5.1 Communications Center -- Operations

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

28 B. To provide for such maintenance and operations,

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

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

9 C. The **Board** [~~Authority~~] is empowered to develop
10 policy to establish the service levels for the Communications
11 Center operation and maintenance.

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

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

26 F. Anaheim may elect to discontinue providing
27 services for the operation and administration of the
28 Communications Center by giving notice of such election in

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

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

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

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

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1 provided by Anaheim.

2 5.2 Maintenance of Equipment

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

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

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

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

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

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

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

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

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

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

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

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

27 **5.3 Services To and Reimbursement From Subscriber Agencies**

28 A. Public entities in Orange County may receive

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

1 communication services, equipment and other items (hereinafter
2 "communication services") from this Authority by executing a
3 Subscription Agreement in the form approved by the Board and by
4 paying the annual fee and/or other costs, as determined by the
5 Board. Agencies which desire to participate as Subscriber
6 Agencies must sign the Subscription Agreement prior to receiving
7 services or sharing equipment or other items, and must pay their
8 fee by July 30 of the fiscal year for which subscription is
9 desired. Subscription Agreements shall renew automatically from
10 year to year unless otherwise specified in the Agreement.

11 Agencies which subscribe for an entire fiscal year may, at their
12 option, elect to pay their fee in four equal installments due
13 and owing on or before July 30, October 1, January 1 and April
14 1. Agencies which choose to become Subscriber Agencies after the
15 commencement of the fiscal year must sign the Subscription
16 Agreement and pay the full amount of the fee prior to seeking
17 services. Fees for subsequent fiscal years, may be revised by
18 the Board.

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

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

24 CHAPTER VI

25 FUNDING AND ADMINISTRATION

26 6.1 Funding

27 Each Member shall pay a portion of the costs incurred
28 by the Authority in providing the services described in Section

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

1 5.1. Each Member's share of the costs incurred by the Authority
2 shall be based upon that Member's "fair share percentage" which
3 shall be determined in accordance with the provisions of this
4 Section. The number of Recorded Incidents attributable to each
5 Member represents the most equitable basis for determining that
6 Member's share of the costs incurred by the Authority.

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

15 RECORDED INCIDENTS
16 ATTRIBUTABLE TO A MEMBER (DIVIDED BY)
17 RECORDED INCIDENTS
18 ATTRIBUTABLE TO ALL MEMBERS (EQUALS)
19 MEMBERS FAIR SHARE PERCENTAGE

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

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

27 ~~[D. Final year-end adjustments of Members' costs~~
28 ~~representing the difference between estimated annual~~
~~expenditures and actual annual expenditures shall be calculated~~

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

1 ~~and paid by or credited to each Member no later than the last~~
2 ~~day of the first quarter of the following fiscal year. A Board~~
3 ~~member may deposit year-end credits for his/her Member agency in~~
4 ~~their Member Specific Communications Equipment replacement~~
5 ~~component fund as outlined in Section 7.2.A.5.~~

6 ~~All credits may be deposited into the Communications-~~
7 ~~Equipment capital reserve account as outlined in Section 7.2.A.4~~
8 ~~upon unanimous consent of the Board. A Board member may deposit~~
9 ~~year-end credits for his/her Member agency in their Member-~~
10 ~~Specific Communications Equipment replacement component fund as~~
11 ~~outlined in Section 7.2.A.5.]~~

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

23 If no Member agency has made such an election by
24 September 20 of the following fiscal year, the Treasurer shall
25 deposit all year-end credits into the Communications Equipment
26 capital reserve account by September 30, as outlined in Section
27 7.2.A.4.

28 If any Member Agency by September 20 of the following

1 fiscal year elects either payment of the year-end credit or
2 deposit of such credit into its Member Specific Communications
3 Equipment replacement component, the remaining Members shall
4 either be paid the year-end credit or elect to deposit the
5 credit into their Member Specific Communications Equipment
6 replacement component in accordance with policies and procedures
7 established by Resolution of the Board.

8 6.2 Administrative Services

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

26 B. Anaheim's City Attorney's Office will serve as
27 general counsel to the Authority to provide routine legal
28 counsel services required from time to time. Extraordinary

1 legal services (for example, Anaheim's time and expense or the
2 expense for outside counsel in connection with a lawsuit against
3 the Authority, its officers, agents, employees, representatives
4 and volunteers providing services to the Authority) constitute
5 additional expenses and are not covered by the administrative
6 overhead.

7 6.3 Emergency Repairs

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

15 6.4 Capital Improvements-Funding

16 In the event the Communications Center or
17 Communications Equipment suffers damage and the cost of repairs
18 exceeds sums designated for repair in that component of the
19 budget and any reserve fund, the Administrator shall promptly
20 solicit bids for the repair of damage from at least three (3)
21 responsible firms. The Administrator shall then present said
22 bids to the Board to award the contract to the lowest
23 responsible bidder and to direct the accepted responsible bidder
24 to make the repairs as soon as possible. **Expenditures shall be**
25 **approved in accordance with Section 7.2B, approval of which**
26 **shall require the positive consent of the number of member**
27 **agencies necessary to represent a minimum of Fifty-One Percent**
28 **(51%) of the fair share participation in the Authority. Each**

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1 Member shall pay its estimated fair share percentage of the
2 repairs within 30 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 **the last business day in** January
10 ~~[15]~~ of each year for their review. Said budget shall be
11 submitted to the Board for consideration and adoption. Budget
12 adoption shall require positive consent of the number of Board
13 members necessary to represent a minimum of Fifty-One Percent
14 (51%) of the fair share 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.

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

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 **component** as provided for in Chapter VIII, the
18 amount of the fund, and the amount of annual contribution to the
19 fund, shall 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) **that**
23 **do not exceed ten percent (10%) of the annual budget may be made**
24 **by the Board through a budgetary amendment. Special assessments**
25 **that exceed ten percent (10%) of the annual budget may be levied**
26 **by the Board provided that prior approval of the legislative**
27 **body of each Member is first obtained.** ~~can be levied from time~~
28 ~~to time provided approval of the legislative body of each Member~~

1 ~~is first obtained.]~~

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

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

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

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

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

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

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

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

26 7.3 Disbursements

27 The treasurer shall draw checks in accordance with
28 policies and/or procedures established by Resolution of the

1 Board. A summation of such payments shall be presented to the
2 Board as part of the Treasurer's quarterly report.

3 7.4 Accounts

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

11 7.5 Expenditures Within Approved Annual Budget

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

18 **CHAPTER VIII**

19 **LIABILITY/INSURANCE**

20 8.1 Liabilities

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

25 8.2 Indemnification/Hold Harmless

26 A. The Authority shall defend, indemnify and hold
27 harmless each Member, its officers, agents, employees,
28 representatives and volunteers from and against any loss,

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

1 injury, damage, claim, lawsuit, liability, expense, or damages
2 of any kind or nature arising out of or in connection with the
3 performance of services pursuant to this Agreement. The
4 Authority shall finance its obligation pursuant to this
5 Subsection by establishing a liability reserve fund, by
6 purchasing commercial insurance, by joining a joint powers
7 insurance authority (JPIA), and/or by requiring that assessments
8 be paid by each Member pursuant to this Subsection. In the
9 event that the Authority's financial obligations to indemnify,
10 defend and hold harmless, pursuant to this Subsection, exceed
11 the liability reserve fund and the proceeds from any applicable
12 insurance or JPIA coverage maintained by the Authority
13 (hereinafter "Unfunded Liability"), each Member hereby agrees to
14 indemnify and hold harmless the Authority for such deficiency in
15 accordance with the following: In the event an Unfunded
16 Liability arises, the contribution of each Member shall be in an
17 amount equal to the total Unfunded Liability multiplied by that
18 member's percentage of the budget as specified in Section 6.1.

19 B. The Authority, its officers, agents, contractors,
20 employees, representatives, Staff, and volunteers (hereinafter,
21 for the purposes of Subsection 8.2.B and 8.3, collectively
22 referred to as "Emergency Dispatchers"), shall not be liable, in
23 any manner, to any Member, or to an officer, official, or
24 employee of any Member, for any loss, injury, damage, claim,
25 lawsuit, liability, expense, or damages which may be incurred
26 by, or brought against a Member which is providing any type of
27 emergency response service undertaken by any Member pursuant to
28 a call, dispatch, or instruction (by whatever name called)

1 issued by, or on behalf of, the Emergency Dispatcher, regardless
2 of whether or not such liability may have arisen, in whole or in
3 part, by the negligent acts, conduct, or omissions of one or
4 more of the Emergency Dispatchers.

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

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

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

18 8.3 Waiver

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

1 Dispatchers. This waiver extends to liability for bodily injury
2 or property damage that may be sustained by any Member or its
3 officers, employees, contractors, or agents, and which was
4 proximately caused, in whole or in part, by the negligent act,
5 conduct or omission of the Authority, its respective officers,
6 employees, Staff agents, contractors, representatives or
7 volunteers. However, this waiver does not extend to bodily
8 injury or property damage caused by an unlawful, fraudulent or
9 willful act or omission of the Authority or its officers or
10 employees.

11 CHAPTER IX

12 ADMISSION AND WITHDRAWAL OF MEMBERS

13 9.1 New Members

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

18 9.2 Withdrawal

19 A Member may withdraw from the Authority at the end of
20 any fiscal year and terminate its rights and obligations
21 pursuant to this Agreement by giving written notice of its
22 intention to terminate to the secretary of the Board no later
23 than December 31 prior to the termination of the fiscal year in
24 which the Member intends to withdraw. The written notice shall
25 be accompanied by a resolution or minute order of the
26 legislative body of the Member specifying its intent to withdraw
27 from the Authority. Withdrawal of a Member, however, shall not
28 relieve the withdrawing Member of its proportionate share of any

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

1 debts or other liabilities incurred by the Authority prior to
2 the effective date of such withdrawal, or any liabilities
3 imposed upon or incurred by the Member pursuant to this
4 Agreement prior to the effective date of such withdrawal, and
5 such withdrawal shall result in the forfeiture of all rights and
6 claims of the withdrawing Member to any repayment of
7 contributions or advances or other distribution of funds or
8 property after withdrawal, including distribution in the event
9 of termination of the Authority, except Member Specific
10 Communication Equipment, provided the withdrawing Member pays
11 all costs of removal.

12 9.3 Breach

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

1 termination, or any liabilities imposed upon or incurred by the
2 Member pursuant to this Agreement prior to the effective date of
3 such termination. However, such termination shall result in the
4 forfeiture of all rights and claims of the terminated Member to
5 any repayment of contributions or advances or other distribution
6 of funds or property after termination, including distribution
7 in the event of termination of the Authority, except Member
8 Specific Communication Equipment, provided the terminating
9 Member pays all costs of removal.

10 9.4 Penalties

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

16 **CHAPTER X**

17 **TERMINATION AND DISPOSITION OF ASSETS**

18 10.1 Termination

19 The Authority shall continue to exercise the joint
20 power specified in this Agreement until termination of this
21 Agreement. This Agreement shall terminate if five (5) or more
22 Members give the Authority written notice of their intention to
23 withdraw as specified in Section 9.2 or if the Members mutually
24 agree to terminate this Agreement. No termination of the
25 Authority shall occur until all of its debts, liabilities, and
26 obligations and other evidence of indebtedness are paid or
27 adequate provision for such payment is made in accordance with
28 the resolution of the Authority. No termination of the

1 Authority shall occur which is contrary to the language, spirit
2 or intent of any contract or agreement entered into by the
3 Authority with the U.S., the State of California, or any
4 department, administration or agency of either.

5 10.2 Distribution of Property

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

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

27 C. In the event of termination of the Authority, any
28 remaining funds, property or other assets of the Authority,

1 following discharge of all debts, liabilities and obligations of
2 the Authority, shall be distributed to the Members for any
3 un-reimbursed advances, contributions, or in-lieu contributions
4 made or given to the Authority by such Members, and distributed
5 to all Members on the same basis as the annual distributions to
6 Members under this Agreement.

7 **CHAPTER XI**
8 **MISCELLANEOUS**

9 11.1 Amendments

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

21 11.2 Notice

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

28 11.3 Partial Invalidity

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

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

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

14 Dated: _____ CITY OF ANAHEIM
15 By: _____
16 MAYOR

17 ATTEST: APPROVED AS TO FORM:
18 By: _____ By: _____
19 CITY CLERK CITY ATTORNEY

20
21 Dated: _____ CITY OF FOUNTAIN VALLEY
22 By: _____
23 MAYOR

24 ATTEST: APPROVED AS TO FORM:
25 By: _____ By: _____
26 CITY CLERK CITY ATTORNEY

26 //
27 //
28 //

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92806
(714) 254-5169
FAX (714) 254-5123

1 Dated: _____

CITY OF FULLERTON

2

By: _____
MAYOR

3

4 ATTEST:

APPROVED AS TO FORM:

5 By: _____
CITY CLERK

By: _____
CITY ATTORNEY

6

7

8 Dated: 6-28-00

CITY OF GARDEN GROVE

9

By: 
MAYOR

10

ATTEST:

APPROVED AS TO FORM:

11

By: 
CITY CLERK

By: 
CITY ATTORNEY

12

13

14 Dated: _____

CITY OF HUNTINGTON BEACH

15

By: _____
MAYOR

16

ATTEST:

APPROVED AS TO FORM:

17

By: _____
CITY CLERK

By: _____
CITY ATTORNEY

18

19

20 Dated: _____

CITY OF NEWPORT BEACH

21

By: _____
MAYOR

22 ATTEST:

APPROVED AS TO FORM:

23 By: _____
CITY CLERK

By: _____
CITY ATTORNEY

24

25

26 //

27 //

28 //

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S. ANAHEIM BOULEVARD, SUITE 366
ANAHEIM, CALIFORNIA 92805
(714) 254-5169
FAX (714) 254-5123

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

ATTEST:
By: _____
CITY CLERK

CITY OF ORANGE
By: _____
MAYOR
APPROVED AS TO FORM:
By: _____
CITY ATTORNEY

33962.1

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	X	460.00	15 years
3	3	TV'S		X	X	1,400.00	5 years
4	1	VCR		X	X	325.00	3 years
5	1	Answerphone (Media tape line)		X	X	530.00	5 years
6	2	Paksets		X	X	6,000.00	3 years
7	1	Fax machine		X	X	1,600.00	3 years
8	1	24 hour logging recorder		X	X	61,329.00	10 years
9	1	Round table		X	X	170.00	15 years
10	5	2 Drawer file cabinets		X	X	1,000.00	15 years
11	5	3 Shelf bookcases		X	X	500.00	15 years
12	2	Small credenzas		X	X	300.00	5 years
13	2	Large credenza		X	X	500.00	5 years
14	3	Executive office chairs		X	X	900.00	5 years
15	7	Office chairs		X	X	1,050.00	5 years
16	6	Dispatch chairs		X	X	3,000.00	2 years
17	10	Conference room chairs		X	X	2,500.00	5 years
18	6	Kitchen chairs		X	X	1,200.00	3 years
19	4	Office chairs		X	X	300.00	2 years
20	1	Couch/1-Chair		X	X	900.00	10 years
21	3	Reception area tables		X	X	500.00	15 years
22	3	Office desks with computer stations/returns		X	X	8,250.00	15 years
23	3	Office credenzas		X	X	3,000.00	15 years
24	1	2 Drawer file cabinet		X	X	100.00	5 years
25	6	Sets Clawson Cards		X	X	2,392.00	10 years
26	3	Computer work tables		X	X	900.00	15 years
27	36	Lockers		X	X	600.00	5 years
28	1	Coat rack		X	X	210.00	10 years
29	3	4 Drawer file cabinet		X	X	750.00	5 years
30	1	Supply cabinet		X	X	150.00	5 years
31	1	Security fire file		X	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 credenza's		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	1 - LaserJet 4M Plus		X	3,270.00	10 years
41	1 - PowerBook		X	1,200.00	5 years
42	1 - DeskJet 850C		X	4,500.00	5 years
43	1 - Keyboard/Monitor		X	550.00	5 years
44	1 - Scanner		X	800.00	5 years
45	1 - Miscellaneous Software		X	980.00	5 years
46	2 - Color Plus 14 in. Monitor		X	1,600.00	5 years
47	2 - Extended Keyboard II		X	900.00	3 years
48	2 - Century PC4XV-BA		X	200.00	3 years
49	1 - 14" Super VGA Color Monitor	X		3,400.00	3 years
50	1 - Keyboard	X		500.00	1 year
51	Miscellaneous Office Supplies On Hand			1,500.00	
52	1 - TV/FOC Conference Rm.		X	400.00	5 years
53	4 - Wall/Desk Clocks		X	90.00	5 years
54	1 - CADI Backup System III		X	23,000.00	5 years
55	1 - CADI/NCP Backup System		X	23,000.00	5 years
56					
57					
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	2 - CENTRACOM II PLUS		X	36,000.00
2	4 - CENTRACOM II PLUS RECONFIGURED	X	X	37,680.00
3	6 - Digital Call Checks		X	23,301.00
4	6 - 911 Equipment		X	33,414.00
5	System II Radio Equipment	X		400,197.00
6				
7	MDT Frequency			1,000,000.00
8				
9	CAD System Hardware & Software		X	1,298,000.00
10				
11				
12				
13	TOTAL			2,829,092.00

EXHIBIT "B"

	A	B	C	D
1	INVENTORY ASSETS AS OF JULY 1, 1996 PER PARAGRAPH 2.2 B	OLD	NEW	ORIGINAL VALUE
2	5 - Syntor Base Radios	X		15,355.00
3	2 - Syntor Base Local Trunked Controllers		X	10,980.00
4	1 - CAD Interface Syntor, PC & Modem	X		23,000.00
5	3 - Clawson EMD Cardsets	X		1,050.00
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								
2	1 - B1603A Single Bay 3- Panel Enclosure		X				1,439.00	
3	3 - B1400 Master Control Panels		X				11,616.00	
4	3 - BLN1143 Operator Interface Modules (from CEB)		X				4,689.00	
5	8 - B1401 Channel Control Panels		X				6,240.00	
6	30 - B1405 T1/R1 Channel Control Modules		X				8,220.00	
7	4 - B1602F Single Bay 45 Degree 2 Panel Enclosures		X				4,916.00	
8	12 - B1604A Single Bay 4 Panel Enclosures		X				2,078.00	
9	4 - B1604F Single Bay 45 Degree Panel Enclosures		X				2,378.00	
10	11 - B1248A Blank Half Panels		X				451.00	
11	6 - BLN1148A Headset Jacks		X				1,320.00	
12	1 - BLN6179 Side Panel for 3 Panel Bay		X				99.00	
13	3 - K577 Telephone/Headset Interface Boards		X				1,026.00	
14	5 - B1406 T2R2 Channel Control Modules		X				1,370.00	
15	14 - B1405 T1R1 Channel Control Modules		X				5,206.00	
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

AMENDMENT TO METRO CITIES FIRE AUTHORITY (METRONET) JOINT POWERS AGREEMENT (F: 55)

Staff report dated June 27, 2000, was introduced.

It was moved by Councilman Leyes, seconded by Councilman Rosen, and carried by unanimous vote, that the Amendment to the Metro Cities Fire Authority (Metronet) Joint Powers Agreement, be and hereby is approved; and the Mayor and City Clerk are authorized to execute the agreement.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: George L. Tindall
Dept: City Manager
Subject: AMENDMENT TO METRO CITIES FIRE
AUTHORITY JOINT POWERS AGREEMENT

From: Catherine Standiford
Dept: City Manager
Date: June 27, 2000

OBJECTIVE

To convey the attached proposed amendment to the Metro Cities Fire Authority (Metronet) joint powers agreement to the City Council for consideration.

BACKGROUND

The cities of Garden Grove, Anaheim, Fountain Valley, Fullerton, Huntington Beach, Newport Beach, and Orange entered into a joint powers agreement in 1996 to consolidate the fire department dispatching services of the various agencies. This was done in order to reduce costs to each agency, and improve automatic aid response of the closest appropriate fire unit to a call for emergency services. This agreement was amended in 1997.

DISCUSSION

The attached amendment to the Metronet joint powers agreement would:

- o clarify that the Board is the primary policy-making body for the authority, and that the Board may act without further consideration by the individual member city councils on most matters which do not significantly increase the costs to member agencies;
- o allow for the provision of dispatch services to non-member agencies through contracting arrangements;
- o allow temporary borrowing for cash flow management purposes;
- o allow Metronet to enter into multi-year agreements and leases, provided such agreements provide for cancellation without penalty in the event member cities do not allocate sufficient funds, and that sufficient funds exist in the budget for the current year expense of that agreement or lease;
- o allow the Board to enter into agreements indemnifying the other party up to \$1 million with approval of legal counsel and the Anaheim Risk Manager;
- o authorize the Administrator to obtain emergency repairs of vital equipment without prior Board action;
- o allow the Board to impose special assessments of up to 10% as budget amendments during the year, with any adjustment exceeding 10% requiring approval of the member city councils;

FINANCIAL IMPACTS

This amendment will have no direct financial impact on Garden Grove, but may have some unknown future impacts depending on whether contract agencies are added to the Metronet service, and under what terms.

RECOMMENDATION

It is recommended that the City Council:

- o Approve the attached amendment to the Metronet agreement; and
- o Authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

CS

CATHERINE STANDIFORD
Deputy City Manager



By: George A. Skelton
Senior Administrative Analyst

Attachment: Metro Cities Fire Authority Second Amended Joint Powers Agreement: "Red-Lined Version"

RECOMMENDED FOR APPROVAL:



**George L. Tindall
City Manager**