



Secretary of State

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March 10, 1995

Rutan & Tucker
611 Anton Blvd.
Post Office Box 1950
Costa Mesa, CA 92628-9990

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

Orange County Fire Authority

pursuant to California Government Code Section 6503.5 or 6503.7. This was filed as of March 9, 1995 and assigned file number 1431.

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

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

Sincerely,

Linda Beauchamp
LINDA BEAUCHAMP, Supervisor
Special Filings Unit

LB:cdw

Enclosures



AGENDA ITEM # 1V(D)

TO: Boardmembers, Orange County Fire Authority
FROM: Elizabeth Dixon
RE: Ratification of March 1 Formation and Effective Date

As you know, the JPA Agreement provided for a February 3 formation and effective date. The County Counsel stated the County was not willing to go forward on that date. For that and other reasons, and continuing bankruptcy issues, two cities did not approve the agreement before February 3. At the February 3 meeting, you set a new formation and effective date of March 1, 1995. The two cities now have approved the agreement effective February 3, 1995.

On February 17, 1995, various Authority representatives met with Supervisors Bergeson and Vasquez to request County cooperation. As a result of that meeting, on February 21, 1995, the Board approved the March 1 Effective Date. However, the outstanding Fire Department contracts and real property and equipment will not transfer until approved by the bankruptcy court. Mr. Bogdonoff has talked with Rutan & Tucker's bankruptcy attorney and they agree only these transfers require court approval and that approval is routine and should occur within 45 days.

The City Board representatives now need to ratify the March 1 date as they are able to do.

JOINT POWERS AGREEMENT
CREATING THE
ORANGE COUNTY FIRE AUTHORITY

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JOINT POWERS AGREEMENT
CREATING THE
ORANGE COUNTY FIRE AUTHORITY

This Agreement is made this 1ST day of MARCH, 199~~4~~⁵ by and between the following public entities (collectively, the "members"), BUENA PARK, CYPRESS, DANA POINT, IRVINE, LAGUNA HILLS, LAGUNA NIGUEL, LAKE FOREST, LA PALMA, LOS ALAMITOS, MISSION VIEJO, PLACENTIA, SAN CLEMENTE, SAN JUAN CAPISTRANO, SEAL BEACH, STANTON, TUSTIN, VILLA PARK AND YORBA LINDA (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. County operates the Orange County Fire Department (the "Fire Department"), which presently provides fire protection, prevention and suppression services and related and incidental services to Cities, as well as to the unincorporated area of the County and State areas of responsibility ("SRA").

B. Cities and County agree that the level and quality of services are excellent and agree that the Fire Department's operational control should be continued with the current Director of Fire Services.

C. County agrees that Cities require additional policy input into and direction over the costs of such services and use of structural fire fund taxes levied therefor.

D. Cities and County have studied and discussed policy input and cost control for over three years and have determined that creation of a joint power entity to administer fire service operations and delivery serves their needs for policy input and cost control.

E. Each member is a public agency as defined by Government Code Section 6500 et seq. and is authorized and empowered to contract for the joint exercise of powers common to each member.

F. The members now wish to jointly exercise their powers to provide for mutual fire protection, prevention and suppression services and related and incidental services, including but not limited to, creation, development, ownership and operation of programs, facilities, and funds therefor through the establishment of the "Orange County Fire Authority" (the "Authority").

NOW, THEREFORE, in consideration of the mutual promises set out, the parties agree as follows:

AGREEMENT

ARTICLE I.

POWERS AND PURPOSES

1. Authority Created. The Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California. The Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its members.

2. Purpose of the Agreement; Common Powers to be Exercised. Each member individually has the statutory ability to provide fire suppression, protection, prevention and related and incidental services including but not limited to emergency medical and transport services, as well as providing facilities and personnel for such services. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

3. Effective Date of Formation. The Authority shall be formed as of February 3, 1995, or such later date as agreed to in writing by all the members (the "Effective Date"), provided that the Authority has met the insurance requirements set forth in

Article VI, Section 4(d) below and has become enrolled as a member in the Orange County Employees Retirement System (OCERS).

4. Powers. Pursuant to and to the extent required by Government Code Section 6509, the Authority shall be restricted in the exercises of its powers in the same manner as is a general law city. The Authority shall have the power to do any of the following in its own name:

- (a) To exercise the common powers of its members in providing fire suppression, protection, prevention and related and incidental services.
- (b) To make and enter into contracts, including contracts with its members; notwithstanding, the Authority may not enter into real property development agreements.
- (c) To assume Fire Department contracts relating to fire suppression, protection, prevention and related and incidental services.
- (d) To negotiate contracts with represented and unrepresented employees.
- (e) To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.
- (f) To lease, acquire, hold and dispose of property.
- (g) To invest surplus funds.

- (h) To incur debts, liabilities, or obligations. provided that all bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV hereof.
- (i) To sue and be sued in its own name.
- (j) To apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- (k) To use any and all financing mechanisms available to the Authority, subject to the provisions of Article IV hereof.
- (l) To prepare and support legislation related to the purposes of the Agreement.
- (m) To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
- (n) To levy and collect payments and fees for services, provided that paramedic or ambulance user fees shall be approved by the member(s) affected.
- (o) To impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction.
- (p) To provide related services as authorized by law.

- (q) To contract for the services of attorneys, consultants and other services as needed.
- (r) To purchase insurance or to self-insure and to contract for risk management services.
- (s) To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

ARTICLE II.

ORGANIZATION

1. Membership. The members of the Authority shall be the original parties hereto which have not withdrawn from the Authority, and such other cities as may join the Authority after execution of this Agreement. New members may join on the terms and conditions set out in Article VII hereof.

2. Designation of Directors. Before the Effective Date, each member by resolution of its governing body shall designate and appoint one representative to act as its director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its directors. Each representative shall be a current elected member of the governing body. Each director shall hold office from the first meeting of the Board after appointment by the member's governing body for a term of four (4) years or for a lesser term as

determined under 4(a) of Article II, or until the selection of a successor by the appointing body. Each member shall also appoint an alternate to act in each director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a director and/or alternate. No director or alternate will receive compensation from the Authority for his or her services. With approval of the Board, a director or alternate may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

3. Principal Office. The principal office of the Authority shall be the Fire Department's Water Street headquarters or as may be otherwise designated by the Authority from time to time.

4. Meetings.

(a) The first and organizational meeting of the Authority shall be held at its principal office on the Effective Date. At that meeting, the Board may determine whether to adopt a rotation system of two (2) and four (4) year terms to provide for increased continuity on the Board and shall classify themselves into any groups selected.

(b) The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board. The time and place of the regular meetings of the Board shall be determined by resolution adopted by the Board, and a copy of such resolution shall be furnished to each party hereto. All Board meetings, including regular, adjourned and special meetings, shall be called, noticed and held in accordance with the Ralph M. Brown Act, Section 54950, et seq. of the Government Code (the "Brown Act") as it may be amended from time to time.

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

6. Executive Committee. At its first meeting, the Board shall elect from among its members an Executive Committee of five (5) or seven (7) members, one of which shall be a County Supervisor, and shall designate the functions to be performed by the Executive Committee, as allowed by law.

7. Officers. At its first meeting, the Board shall elect from among its members a chair and vice-chair and thereafter at the first meeting in each succeeding fiscal year the Board shall elect or re-elect a chair and vice-chair. In the event that the chair or vice-chair ceases to be a director, the resulting vacancy shall be filled in the same manner at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the chair to act, the vice-chair shall act as chair. The chair, or in his or her absence the vice-chair, shall preside at and conduct all meetings of the Board. The Board shall appoint a secretary to the Authority who may be a member of the Board or an employee of a member. The chair, vice-chair and secretary each shall hold office for a period of one (1) year.

8. Minutes. The secretary of the Authority shall provide notice of, prepare and post agendas for and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each director. The secretary will otherwise perform the duties necessary to ensure compliance with the Brown Act and other applicable rules or regulations.

9. Rules. The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs that are not in conflict with this Agreement, as it may deem necessary.

10. Fiscal Year. The Authority's fiscal year shall be July 1 of each year, or in the year of its formation, the Effective Date, to and including the following June 30.

11. Assent of Members. The assent or approval of a member in any matter requiring the approval of the governing body of the member shall be evidenced by a copy of the resolution of the governing body filed with the Authority.

12. Committees. The Board may establish standing or ad hoc committees or subcommittees composed of Board members, staff and/or the public to make recommendations on specific matters.

13. Additional Officers and Employees; Contract Services.

(a) Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer or employee of the Board, an officer or employee of a member public agency or a certified public accountant to hold the offices of treasurer and auditor for the Authority. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for the Authority required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the secretary and the auditor and treasurer shall have charge of certain property of the Authority. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts

and disbursements of the Authority. The treasurer, auditor and secretary shall be required to file an official bond with the Board in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

(b) The Board shall appoint general counsel and special counsel to the Authority to serve as necessary.

(c) The Board may contract with a member to provide necessary administrative services to the Authority as appropriate. Any administrative duties also may rotate from year to year.

ARTICLE III.

TRANSFER OF FIRE OPERATIONS

1. List of Assets and Liabilities. An up-to-date list of all Fire Department personnel, employment agreements, pension agreements, assets (including but not limited to real property, equipment, Fire Department reserves, contracts and deposits) and all known liabilities (including but not limited to tort and workers compensation cases and claims) shall be prepared by the

transition team during the transition referred to in Article VIII below.

2. Transfer of County Assets and Liabilities. Effective as of the date of Authority formation, County shall transfer to the Authority all assets and liabilities of the Fire Department, exclusive of the Weed Abatement and Hazardous Materials Program Office and their personnel (the Asset Transfer), as further set out in this Article.

(a) Personnel. The parties agree that the Authority is the successor employer to the County by operation of law, including for retirement and pension purposes. On the Effective Date, each and every employee of the Fire Department shall become an employee of the Authority on exactly the same terms and conditions as set forth in the County's existing Memoranda of Understanding ("MOU's"), employment agreements and all other applicable employment rules, regulations, ordinances and resolutions. The Board shall forthwith adopt and ratify such MOU's, employment agreements, and employment rules, regulations, ordinances and resolutions for each of the Authority employees and shall take such other and further actions as authorized and necessary to implement this subparagraph (a). The Board also shall take all necessary steps to confirm continuation of membership in the County's 1937 Act Retirement system on the same terms and conditions.

(b) Assets. All Fire Department assets, including and not limited to real property, including the Fire Headquarters complex located at 180 South Water Street in Orange (but excepting the four deactivated fire stations located at 1502 South Greenville Street, Santa Ana; 12962 Dale Street, Garden Grove; 521 North Figueroa Street, Santa Ana; and 31411 La Matanza Street, San Juan Capistrano) and personal property and equipment and apparatus, whether or not located at fire stations, the Fire Headquarters complex, on equipment or otherwise shall transfer to the Authority in their "as is" condition as of the Effective Date. As part of the consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area, the Authority shall assume the Fire Department's obligation for payment of \$14.5 million to the County for purchase of Fire Department assets. The parties acknowledge that \$8.2 million remains owing, and that the Authority shall make a \$4.1 million payment by June 30, 1995 and a \$4.1 million payment by June 30, 1996.

(c) Reserves. All Fire Department reserves, including the Fire Department's Fund 130 contingency, as shown in the County's 1994-95 Final Budget, shall transfer, unencumbered, to the Authority as of the Effective Date.

(d) Contracts. Except for the SRA agreement with the California Department of Forestry and Fire Protection ("CDF"), all existing County agreements and contracts involving the Fire

Department or its personnel, including but not limited to contracts with Structural Fire Fund and cash contract Cities, mutual aid agreements, automatic aid agreements, County island agreements, and entry, access and roadwork agreements, shall be assigned to the Authority as of the Effective Date, with any service or obligation to be provided or performed thereafter by the Authority. A list of all such contracts shall be developed during the transition period. The Authority agrees to assume all of County's obligations, duties and liabilities under said agreements and contracts. With respect to contracts between County and the Structural Fire Fund Cities and cash contract Cities, each City member hereby agrees to the assignment to the Authority and agrees to release County as of the Effective Date from any further obligations to any City member under said contracts upon assignment. As part of the consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area, the Authority agrees to subcontract with County for the provision of services to all areas within the County which have been designated as SRAs or enter into another arrangement on such terms as are acceptable to the CDF and the County. As additional consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority further agrees to contract with the County for the Authority's provision of services to the County's unincorporated areas and for the Authority's provision of aircraft rescue fire fighting service to John Wayne Airport.

(e) Records. Any and all business records and files, whether computer records, hard copy, microfilm or fiche, historical data, rosters, personnel records, organizational charts, job descriptions, deeds, easements, equipment logs, warranties, manuals and so forth, necessary or helpful to provide services shall be transferred by the County to the Authority during the transition period.

3. Authority Assumption of Liability. In further consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority shall assume responsibility for any and all loss, litigation, liability, injury, damage, claim, demand, and tort or workers compensation incidents that occur on or after the Effective Date. The County shall retain responsibility and liability for any and all such incidents that occur prior to the Effective Date and shall retain all risk management reserves that have been set aside for such prior incidents. The Authority may contract with the County to receive risk management services on such terms as agreed to by the Authority and the County. Notwithstanding, the Authority acknowledges that it shall not be entitled to become a member of the County's self-insurance pool without the County's written consent.

ARTICLE IV.

FUNDING OF FIRE OPERATIONS

1. General Budget. Within sixty (60) days after the first meeting of the Board, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the directors. The initial budget and each succeeding budget shall include, but not be limited to, the following: (a) the general administrative expenses, operating expenses and necessary reserves of the Authority to be incurred during the period covered by the budget; and (b) the allocation of costs among the members of the Authority in the amounts necessary to cover the budget items set out in 1(a) above. Thereafter, at or prior to the last meeting of the Board for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the directors of the Board. A written budget performance report shall be presented to the Board.

2. Expenditures for the Approved Budget. All expenditures within the designations and limitations of the approved general budget shall be made on the authorization of the Board for general budget expenditures without further action. No expenditures in excess of those budgeted shall be made without the approval of a majority of all of the directors of the Board.

3. Contributions for Budgeted Amounts.

(a) Structural Fire Fund. County receives Structural

Fire Fund ("SFF") from the unincorporated area and all member Cities except Stanton, Tustin, San Clemente, Buena Park, Placentia and Seal Beach. On behalf of the Cities receiving SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules.

(b) Cash Contract Cities and John Wayne Airport. As part of its annual budget process, the Authority shall determine amounts owing from Buena Park, Placentia, San Clemente, Seal Beach, Stanton, Tustin, other member cash contract Cities, and from the County for service to the John Wayne Airport. Such amounts are due and payable within sixty (60) days of receipt of a billing therefor. For the first three (3) fiscal years of the Authority's existence, the Authority shall limit any increase in annual costs for its service to cash contract Cities to no more than the annual percentage change in the cost of fire system operations consistent with the cost calculation methodology in place on the Effective Date, and for service to the County for the John Wayne Airport to amounts consistent with the cost calculation methodology in place immediately prior to the Effective Date.

(c) Termination. Failure by any member to make payments when due constitutes grounds for expulsion from the Authority. Prior to expulsion, the Authority shall provide written notice of its intention to and expel such member if payment is not received

within sixty (60) days of the date of such notice. Any member shall remain liable for payment of its proportional share of any bonded indebtedness of the Authority incurred prior to the date of its expulsion.

4. Equity. The County and each member City shall be member agencies in equal standing in the Authority. It is understood that the cost of service shall not be adjusted by reason of equity for any member agency for a period of three (3) fiscal years from the effective date of Authority formation. After the Authority's first three fiscal years, any new annual adjustment to the cost for fire services to each member for reasons of equity must be fair and equitable to all members and may not exceed two (2) percent of the member's immediately prior annual contribution. Upon approval of two-thirds of all of the directors of the Board, another method may be utilized in lieu of the foregoing formula as long as such method is fair and equitable to all members.

5. Approval of Bonded Indebtedness. Prior to any Authority resolution authorizing the issuance of any bonded indebtedness, each member shall approve any bonded indebtedness to be incurred by the Authority. Any withdrawing member shall remain responsible for payment of its proportional share of any bonded indebtedness it has approved. As used herein, "bonded indebtedness" does not include short-term tax anticipation notes with a one-year (or shorter) term which the Authority may authorize by a majority vote of all of the directors of the Board.

6. Authority Cooperation. The Authority agrees to fully cooperate with each of the members in pursuing federal and state claims for emergency response reimbursements.

ARTICLE V.

ACCOUNTING AND AUDITS

1. Accounting Procedures. Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500).

2. Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the county Auditor, the State Controller and each member within six (6) months of the end of the fiscal year under examination.

ARTICLE VI.

PROPERTY RIGHTS

1. Project Facilities and Property. On and after the Effective Date of the Authority, all real and personal property,

including but not limited to, facilities constructed, installed, acquired or leased by the Authority, apparatus and equipment, personnel and other records and any and all reserve funds shall be held in the name of the Authority for the benefit of the members of the Authority in accordance with the terms of this Agreement.

2. Disposition of Assets Upon Termination. The Authority may vote to terminate this Agreement, or termination will occur if only one member is left in the Authority. If termination occurs, all surplus money and property of the Authority shall be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership, whether SFF or cash contract amounts. Each member shall execute any instruments of conveyance necessary to effectuate such distribution or transfer. In any such distribution, the amount of SFF derived from each incorporated or unincorporated city areas shall be considered as received from that member in the same manner as cash contract payments have contributed to surplus assets.

3. Liabilities. Except as otherwise provided herein, the debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the parties of this Agreement.

4. Indemnification and Insurance.

(a) Except as provided in Article VI, Section 4(e) below, from and after the Effective Date, the Authority shall

defend, indemnify and hold harmless the County and each of the Cities and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the performance of services pursuant to this Agreement.

(b) Except as provided in Article VI, Section 4(e) below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department contract or agreement assumed by or otherwise transferred to the Authority.

(c) Except as provided in Article VI, Section 4(e) below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department asset to be transferred to the Authority, including but not limited to real property, personal property, equipment and apparatus.

(d) From and after the Effective Date, the Authority shall maintain during the term of this Agreement, workers compensation insurance as required by law and, in addition, general comprehensive liability insurance in the minimum limit of \$5,000,000 combined single limit per occurrence and annual aggregate. Each of the Authority members shall be named as an additional insured on the general comprehensive liability policy. Alternatively, the Authority may self-insure. Prior to the Effective Date, the Authority shall provide the County with certificates of insurance or proof of self insurance evidencing the coverage referred to in this Section 4(d). Such insurance is a condition precedent to performance under this Agreement, and until the Authority obtains insurance as provided for in this Section 4(d), performance under this Agreement is excused and no member shall have any right against any other member in equity or law.

(e) From and after the Effective Date, the County shall defend, indemnify and hold harmless the Authority and each City member and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of the Fire Department's actions or omissions prior to the Effective Date hereof which are related to the provision of fire services or to the administration of Fire Department contracts, facilities, sites or assets, and which may include past, present or ongoing, or any future release of any hazardous material, hazardous substance or hazardous waste as defined under state and federal law or regulation. The Authority

and the Cities agree that the County's obligations under this Section 4(e) shall only apply to costs, losses, damage, injuries, claims, demands, litigation or liabilities for which a written claim has been received by the County prior to February 3, 2000.

(f) Notwithstanding Article VI, Section 4, the members agree that no immunity available to the County or the Cities under state or federal law or regulation shall be waived with respect to any third party claim.

ARTICLE VII.

WITHDRAWAL AND ADDITION OF MEMBERS

1. City Member Withdrawal. No City member may withdraw its participation in the Authority for three (3) years from the Effective Date, or three (3) years from the date on which it initially becomes a member. After that three (3) year period, any withdrawing City member may give written notice to the Assessor and State Board of Equalization by November 30 of any year pursuant to Government Code Section 54902 and by Resolution to the County by the succeeding March 1 pursuant to Government Code Section 25643 and such other notices as are required by laws then in effect, of its intent to withdraw as of the end of that fiscal year. That withdrawal may be subject to property tax transfer negotiation as required by applicable law. Any withdrawing City member shall remain liable for payment of its proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal.

2. Addition of New City Members. Any non-member City may join the Authority upon consent of a majority of all of the directors of the Board and agreement to terms and conditions determined by the Board. A new City member may be required to transfer to the Authority its fire facilities and assets or to reimburse the Authority for a proportionate share of facilities which the new City will utilize. As a condition of membership, a city may also be required to accept responsibility for a proportion of the debts, obligations, and liabilities of the Authority from its transferred facilities, to the extent agreed upon by the Authority and the new member at the time of membership. The Authority Board may determine to waive all or part of such contribution requirements in return for an offsetting transfer of the new member's fire facilities and assets to the Authority.

3. Withdrawal of County. County may not withdraw from the Authority for three (3) years from the Effective Date, and thereafter may withdraw from the Authority only upon notice to Authority by November 30 of any year to permit negotiation of the property tax transfer pursuant to Revenue and Taxation Code Sections 95 and 99 before December 31, and thereby to enable Cities to give notice of withdrawal under Government Code Section 25643. In the event of withdrawal, the County shall remain liable for payment of its proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal.

4. Property of Withdrawing Members. Any withdrawing member may negotiate with the Authority for return or repurchase of any

and all stations and equipment serving that member's jurisdiction.

ARTICLE VIII.

TRANSITION TO AUTHORITY

The cities and County shall designate a transition team to implement the transfer of assets and liabilities hereunder, to prepare for the Authority's organizational meeting, and to direct the transition of administrative services from the County to the Authority.

ARTICLE IX.

NOTICE OF AGREEMENT

1. Initial Notice. Upon the Effective Date of this Agreement, the Authority shall timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

2. Additional Notices. Upon any amendments to this Agreement, the Authority shall prepare and timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

3. Notice to Members. Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax no. set out by their signatures.

4. Amendment. This Agreement may not be amended or modified except by a written agreement signed by all of the members. This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the subject matter of this Agreement.

5. Headings. The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.

6. Severability. Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

7. No Continuing Waiver. No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

8. Successors. This Agreement shall inure to the benefit of and be binding upon any successors or assigns of the members. No member may assign any right or obligation hereunder without the written consent of a majority of all of the directors of the Board.

9. No Third Party Beneficiary. The members agree that except as provided in Article IX, Section 8 above, the provisions of this Agreement are not intended to directly benefit, and shall

not be enforceable by, any person or entity not a party to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duty authorized officers as of the date first above written.

Dated: DEC 1 1996

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

By Thomas Kelly
Chairman of its Board of
Supervisors

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

Nancy K Swanson
Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE
GIVEN TO:

ERNIE SCHNEIDER
COUNTY ADMINISTRATIVE OFFICER
P.O. BOX 22014
SANTA ANA, CA 92702-2014

FAX: (714) 834-3018

APPROVED AS TO FORM:
TERRY C. ANDRUS, COUNTY COUNSEL

By Ann E. Fletcher
Ann E. Fletcher, Deputy

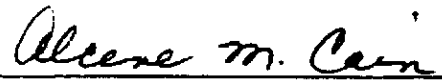
Dated: 1/4/95

Dated: 2-14-95

CITY OF BUENA PARK

By 
Don R. Griffin, Mayor

ATTEST:

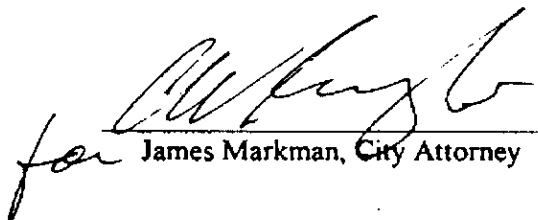

Alcene Cain, City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90620

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

APPROVED AS TO FORM:


for James Markman, City Attorney

Dated: 1/24/95

CITY OF CYPRESS

By: *Pauline L. Lee*

ATTEST:

Darrell Gray
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

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

Phone: (714) 229-6688

Fax: (714) 229-0154

APPROVED AS TO FORM:

John E. Caravaggio
City Attorney

Dated: 1/31/95

CITY OF DANA POINT

By: Judy Cerven
MAYOR

ATTEST:

Sharon A. Wails
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

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

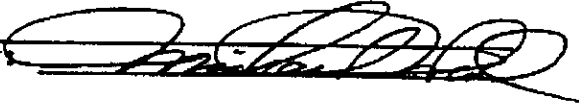
Phone: (714) 248-9890
Fax: (714) 248-9920

APPROVED AS TO FORM:

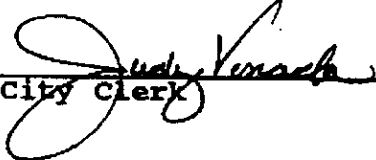
Jerry M. Patterson
City Attorney

Dated: _____

CITY OF IRVINE

By: 

ATTEST:



City Clerk

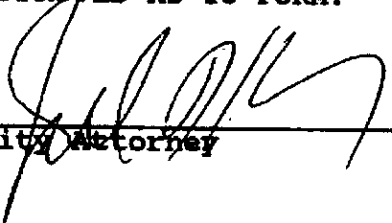
NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Irvine
One Civic Center Plaza
Irvine, CA 92714

Phone: (714) 724-6249

Fax: (714) 724-6045

APPROVED AS TO FORM:



City Attorney

Dated: January 24, 1995

CITY OF LAGUNA HILLS


By: JOEL LAUTENSCHLEGER, MAYOR

ATTEST:


City Clerk
MARY A. CARLSON

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Laguna Hills
25210 Paseo de Alicia #150
Laguna Hills,, CA 92653

Phone: (714) 707-2600

Fax: (714) 707-2614

APPROVED AS TO FORM:


City Attorney
LOIS E. JEFFREY

Signature Page for the Joint Powers Agreement Creating the
Orange County Fire Authority

FS24821048170-04602123514. 12/06/94

Dated: February 22, 1995

CITY OF LAGUNA NIGUEL

By: *Mark Johnson*

ATTEST:

Kari S. Hender, Deputy
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Laguna Niguel
27781 La Paz Rd.
Laguna Niguel, CA 92656

Phone: (714) 362-4380
Fax: (714) 362-4340

APPROVED AS TO FORM:

[Signature]
City Attorney *3* *2/24/95*

Dated: 2/22/95

CITY OF LAKE FOREST

Richard D. ...
By: Mayor

ATTEST:

Jeri D. Staley
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Lake Forest
25422 Trabuco Rd.
Lake Forest, CA 92630


Phone: (714) 707-5583
Fax: (714) 707-5723

APPROVED AS TO FORM:


Jerry M. Catherman
City Attorney

Dated: February 15, 1995

CITY OF LA PALMA


By: Mayor

ATTEST:

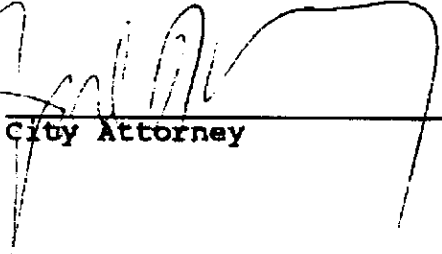

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of La Palma
7822 Walker Street
La Palma, CA 90620

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

APPROVED AS TO FORM:


City Attorney

Dated: 1-23-95

CITY OF LOS ALAMITOS

Charles E. Spivey
By: Mayor

ATTEST:

Anna J. Veltri
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Los Alamitos
3193 Katella Avenue
Los Alamitos, CA 90720

Phone: (714) 827-8670
Fax: (310) 493-1255

APPROVED AS TO FORM:

M. Allen
City Attorney

Dated: Feb. 23, 1995

CITY OF MISSION VIEJO

Sherri M. Butterfield
By: Mayor Pro Tem
Sherri Butterfield

ATTEST:

Ivy J. Joseph for
City Clerk
Ivy J. Joseph

NOTICE TO CITY TO BE GIVEN TO:

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

Phone: (714) 470-3000
Fax: (714) 470-9140

APPROVED AS TO FORM:

Peter M. Thorson
City Attorney
Peter Thorson

Dated: _____

CITY OF PLACENTIA

Michael L. Martjwick
By: MAYOR

ATTEST:

Edmund M. Price
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Administrator
City of Placentia
401 E. Chapman
Placentia, CA 92670

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

APPROVED AS TO FORM:

Carol B. Tarentum
City Attorney

Dated: February 1, 1995

CITY OF SAN CLEMENTE

Candace Haggard
By: Mayor

ATTEST:

Margaret Erway
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

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

Phone: (714) 361-8322
Fax: (714) 361-8285

APPROVED AS TO FORM:

Jeffrey M. Adams
City Attorney

Dated: February 1, 1995

CITY OF SAN JUAN CAPISTRANO

Carolyn Nash
By: Carolyn Nash, Mayor

ATTEST:

Cheryl Johnson
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

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

Phone: (714) 443-6315
Fax: (714) 493-1053

APPROVED AS TO FORM:

Richard K. DeLuca
City Attorney
2/31/95*

3. Notice to Members. Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax no. set out by their signatures.

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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duty authorized officers as of the date first above written.

MAYOR, City of Seal Beach



ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Dated: DEC 1 1994

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

By Thomas Kelly
Chairman of its Board of
Supervisors

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

Nancy K. Swanson
ASST. Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE
GIVEN TO:

ERNIE SCHNEIDER
COUNTY ADMINISTRATIVE OFFICER
P.O. BOX 22014
SANTA ANA, CA 92702-2014
FAX: (714) 834-3018

CITY OF TUSTIN

Thomas R. Saltarelli
THOMAS R. SALTARELLI, MAYOR

APPROVED AS TO FORM:
TERRY C. ANDRUS, COUNTY COUNSEL

ATTEST:

By Ann E. Fletcher
Ann E. Fletcher, Deputy

James P. ...
CITY CLERK

Dated: 1/4/95

Dated: January 24, 1995

CITY OF STANTON



By: Harry M. Dotson, Mayor

ATTEST:


City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Stanton
10660 Western Avenue
Stanton, CA 90680

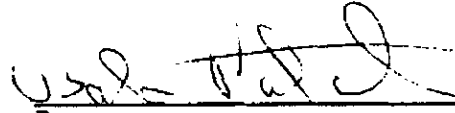
Phone: (714) 379-9222
Fax: (714) 890-1443

APPROVED AS TO FORM:


City Attorney

Dated: January 24, 1995

CITY OF VILLA PARK


By: _____

ATTEST:



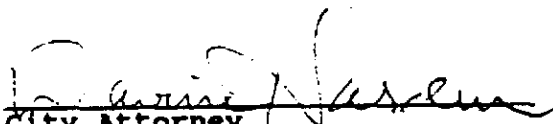
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Villa Park
17855 Santiago Blvd.
Villa Park, CA 92667

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

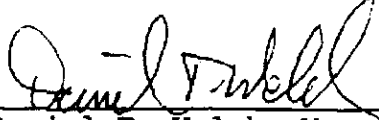
APPROVED AS TO FORM:

Assistant 


City Attorney

DATED: February 21, 1995

CITY OF YORBA LINDA

By: 
Daniel T. Welch, Mayor
City of Yorba Linda

ATTEST:


City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, CA 92686

Phone: (714) 961-7100
Fax: (714) 961-7101

APPROVED AS TO FORM:


City Attorney