

AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR THE NORTH COUNTY FIRE AUTHORITY

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, effective as of 6/24/12, 2012, by and between the City of Daly City ("Daly City"), the City of Brisbane ("Brisbane") and the City of Pacifica ("Pacifica") (collectively referred to as the "Member Agencies), is made with reference to the following facts:

- A. Each of the Member Agencies is a municipal corporation organized and operating under the laws of the State of California.
- B. Each of the Member Agencies has the authority to perform fire suppression activities, Emergency Medical Services, and other related activities.
- C. The Member Agencies are desirous of improving the quality and level of Fire and Emergency Medical Services within their communities through the sharing of resources and expertise.
- D. Each of the Member Agencies is authorized to contract with each other for the joint exercise of common power pursuant to Government Code sections 6500 through 6518.
- E. Brisbane and Pacifica entered into a Joint Powers Agreement dated June 11, 2001 (the "JPA Agreement"), establishing a joint powers agency known as the North County Fire Authority ("NCFA" or "the Authority").
- F. Brisbane and Pacifica amended the JPA Agreement by a First Amendment executed in 2003, allowing for the admission of additional member agencies to the NCFA.
- G. In October, 2003, Daly City became a member of NCFA.
- H. The Member Agencies desire to further amend and completely replace the original JPA Agreement with this Amended and Restated Joint Powers Agreement ("Restated JPA Agreement"), as hereinafter set forth.

NOW, THEREFORE, the Member Agencies, for and in consideration of the mutual benefits, covenants and agreements set forth herein, agree as follows:

SECTION ONE - PURPOSE

- A. The purpose of this Agreement is to enhance the quality of services and to better utilize available resources. To accomplish this, the parties establish a single public authority to manage and coordinate the provision of various

Fire and Emergency Medical services within the respective jurisdictions of the Member Agencies.

- B. As a further objective of the Agreement, the Joint Powers Authority may coordinate the activities and operations of the respective Member Agencies' Fire/Emergency Medical Services with other jurisdictions to achieve the most efficient and effective delivery system possible to the benefit of the communities involved.

SECTION TWO - DEFINITIONS

- A. "Member Agency" shall mean Daly City, Brisbane, Pacifica, and any additional public agency which becomes a signatory and party to this Agreement pursuant to Section Ten.
- B. "Fire and Emergency Medical Services" shall mean the provision of fire suppression, prevention, training, public education, first responder emergency medical services, and related activities.
- C. "Cost/Allocation Formula" shall mean that formula approved by the Board of Directors of the Authority for the allocation of costs incurred in performing the purposes of the NCFCA.

SECTION THREE - ESTABLISHMENT OF NORTH COUNTY FIRE AUTHORITY

- A. The Member Agencies have established an entity known as the North County Fire Authority. The Authority is an entity that is separate from the Member Agencies and is responsible for the administration of this Agreement.
- B. The Member Agencies may enter into separate agreements regarding the contractual and financial relationship between parties for various services including but not limited to administration and management, training, and purchasing and supplies.
- C. Each Member Agency shall determine the range and levels of service to be provided to it by the Authority within that Member's jurisdiction. The obligation of the Authority to furnish the range and levels of service requested by a Member Agency shall be dependent upon that Member providing the necessary financial and other resources to meet such requirements. No Member Agency shall be required to subsidize the cost of any services provided by the Authority to another Member Agency.
- D. The formation of the North County Fire Authority does not alter the existing labor agreements between the Member Agencies and any unions representing the employees of the Member Agencies.

SECTION FOUR - TERM

This Restated JPA Agreement shall continue in effect until terminated in accordance with the provisions of Section Thirteen of this Agreement.

SECTION FIVE – POWERS OF THE AUTHORITY; SETTLEMENT OF CLAIMS

- A. The Authority shall have the power to make and enter into contracts and subcontracts; to employ agents and employees; to incur debts, liabilities or other obligations; to apply for, receive and utilize funds from all available sources, including federal, state and local funds; to make payments due under contracts, grants, or any other source authorized and approved by the Board of Directors; to take such actions as necessary to implement or fulfill obligations entered into; to pursue those actions and activities necessary to ensure the cost effective and efficient operation for the purposes set forth above and to do all other acts deemed necessary or convenient to achieve the purposes and objectives of the Authority.
- B. The Authority shall not have authority to settle liability claims naming both the NCFCA and a Member Agency as a responsible parties. Such claims shall be filed with the City Clerk of the city in which the event on which the claim is based is alleged to have occurred. The City Clerk shall send a copy of the claim to the Fire Chief for review and comment. The claim shall be processed by that city in the same manner as other liability claims, including investigation and the denial, settlement, or defense of the claim. Insurance coverage for the claim and payment of any self-insured retention amount shall be provided by the city processing the claim, subject to any reimbursement or indemnification rights to which that city may be entitled. If the claim has also been filed against more than one Member Agency, each city shall be responsible for the processing, settlement or defense of the claim asserted against it.

SECTION SIX – BOARD OF DIRECTORS

- A. The City Council or Board of Directors of each Member Agency shall appoint two representatives and two alternates to serve on the Board of Directors of the Authority. The Board of Directors shall elect one of its members to serve as Chairperson and one member as Vice Chairperson.
- B. The Board of Directors shall hold publicly noticed meetings as needed but at least annually. Meetings shall be held in San Mateo County at a place(s) to be designated. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business.
- C. The Board of Directors shall be responsible for adoption of the annual cost allocations between Member Agencies and approval of any contracts to which the Authority is a party.

SECTION SEVEN – ADMINISTRATIVE COMMITTEE

- A. An Administrative Committee shall be made up of the City Manager, or his or her representative, from each of the Member Agencies. The Administrative Committee shall ensure that the direction of the Board of Directors is implemented operationally and administratively within the respective Member Agencies jurisdictional limits.
- B. Designated representatives shall elect a Chair and Vice Chair of the Administrative Committee and a quorum shall consist of a majority of the Member agencies.

SECTION EIGHT – SECRETARY OF THE AUTHORITY

The Board of Directors shall appoint a Member Agency to act as Secretary to the Authority, who shall be responsible for maintaining all necessary records on behalf of the Authority.

SECTION NINE – TREASURER OF THE AUTHORITY

The Board of Directors shall designate a Treasurer of the Authority from its Member Agencies. Such Member Agency shall be responsible for handling any funds belonging to the Authority. The Authority's funds may be deposited into common bank accounts for convenience but a separate record of all Authority funds, including the amount and source of all receipts and the amount and purpose of all disbursements, shall be maintained. Such financial records shall be available upon request to the other Member Agencies at any time during normal business hours. The Treasurer shall also act as Controller for the Authority and shall perform all such functions such as disbursement of revenues, payment of outstanding obligations of the Authority and other similar functions.

SECTION TEN – ADMISSION OF ADDITIONAL MEMBER AGENCIES

- A. Additional public agencies may be admitted to the Authority with the unanimous consent of the existing Member Agencies. The admission may be subject to compliance by the prospective member with such conditions and requirements as determined by the existing Member Agencies, including, but not limited to, payment of capital or operating costs under an adjusted Cost/Allocation Formula
- B. Each additional public agency admitted to the Authority shall agree in writing to be bound by all of the terms and provisions of the this Agreement, as now or hereafter amended.

SECTION ELEVEN – WITHDRAWAL

- A. Member Agency may withdraw from the Authority by filing written notice of intention to do so with the other Member Agencies at least six months in advance of the beginning of a fiscal year.
- B. In the event that the Authority enters into a contract or sub-contract on behalf of the Member Agencies, Member Agencies may not withdraw from the Authority during the term of such contract, unless provision is made for the withdrawing Member Agency to assume or discharge its proportionate share of the obligation incurred.

SECTION TWELVE – DISPOSITION OF ASSETS UPON WITHDRAWAL OF MEMBER

The withdrawal of any Member Agency from the Authority shall not terminate this Agreement or the Authority and no Member Agency, by withdrawing, shall be entitled to payment or return of funds paid or property donated, if any, by the Member Agency to the Authority or to any distribution of the Authority's assets except for its proportionate share of any unobligated fund balance held by the Authority.

SECTION THIRTEEN – TERMINATION OF AUTHORITY

This Agreement may be terminated and the Authority dissolved upon the consent of the Member Agencies. Upon termination of this Agreement and dissolution of the Authority, all funds shall first be used to pay any liabilities and expenses of the Authority, and then distributed to the Member Agencies, based upon the most recently adopted Cost/Allocation Formula, and a proportionate share of any assets, equipment or supplies shall be returned to the Member Agencies.

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RESOLUTION NO. 12-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY
APPROVING AMENDED AND RE-STATED JOINT POWERS AGREEMENT
FOR THE NORTH COUNTY FIRE AUTHORITY

A. The original joint powers agreement was adopted in June, 2001 between Brisbane and Pacifica as its only Member Agencies. In 2003, the agreement was amended to allow the admission of additional Member Agencies and Daly City joined the NCFA.

B. The original joint powers agreement was prepared from a template of an agreement used by another JPA. The original agreement therefore incorporated several provisions that may be relevant for a typical JPA, which is actively governed and managed by a board of directors and has separate assets, liabilities, contractual obligations, and perhaps its own employees as well. But the NCFA does not share any of these features. Consequently, the provisions dealing with operational management by the Board, involvement with mutual aid agreements, and establishment of general policies for providing fire protection service have all been deleted from the proposed draft amendment. In the case of NCFA, most of these matters are determined at the local level by each individual Member Agency.

C. The powers of the Authority, as described in Paragraph A of Section Five, are substantially the same as the original agreement but a new Paragraph B has been added dealing with claims. The original agreement did not establish a process for the handling and settlement of claims naming the Authority as a responsible party. Since any claim is also likely to name the City in which the event occurred, the revised draft provides that claims should be served upon the City Clerk for that City, with a copy sent to the Fire Chief. The City named in the claim would have authority to process, settle or defend the claim. If more than one City is named, then each City would provide its own defense, as in the case of any liability claim. In other words, the Authority itself would not process, settle or defend claims and all of these functions would be performed at the local City level.

D. The provisions concerning the Treasurer of the Authority have been revised to allow deposit of funds into a common bank account for convenience, as long as separate records are maintained. Language has also been added to make it clear that the Authority's financial records are available upon request to the other member agencies. Although Daly City has been handling the Authority's funds, the agreement would allow this function to be assumed by another Member Agency if Daly City wishes to discontinue providing its financial services.

E. Staff recommends the City Council adopt the Amended and Re-stated Joint Powers Agreement for the North County Fire Authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Daly City approves the Amended and Re-stated Joint Powers Agreement for the North County Fire Authority and, does hereby authorize the City Manager or her designated representative to execute said Amendment on behalf of the City of Daly City.

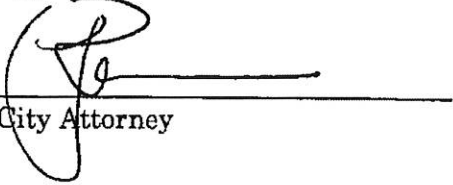
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF DALY CITY
a Municipal Corporation

By: 

Attest: 
City Clerk

Approved as Form:


City Attorney

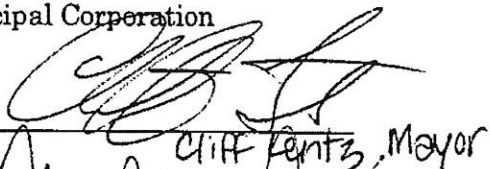
CITY OF PACIFICA
a Municipal Corporation

By: _____

Attest: _____
City Clerk

City Attorney

CITY OF BRISBANE
a Municipal Corporation

By: 
Cliff Fentz, Mayor

Attest: 
City Clerk

Approved as Form:


City Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF DALY CITY
a Municipal Corporation

By: _____

Attest: _____
City Clerk

Approved as Form:

City Attorney

CITY OF PACIFICA
a Municipal Corporation

By: Pete DeJornatt

Attest: Kathy O'Connell
City Clerk

Michael Guina
City Attorney

CITY OF BRISBANE
a Municipal Corporation

By: Cliff Kentz
Cliff Kentz, Mayor

Attest: Shen Marie Spedna
City Clerk

Approved as Form:

David S. Appel
City Attorney