

JOINT POWERS AGREEMENT FOR LOS ANGELES AREA REGIONAL TRAINING GROUP

This Joint Powers Agreement ("Agreement") is executed by and among those public agencies, duly organized and existing, which are parties signatory to the Agreement, including parties that may later become signatories to this Agreement, for the purpose of operating a joint powers authority as provided in this Agreement. This Agreement is created pursuant to Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title I of the California Government Code relating to the joint exercise of powers between the public agencies.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

WHEREAS, the Members have and possess the power and authority to organize and establish a consolidated area training group to address fire protection and safety issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating, sharing, and combining resources, facilities, regional assets, and information related to training firefighters and researching fire prevention, protection, and safety techniques, issues, and information for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request training and other services for the benefit of their lands and inhabitants; and

WHEREAS, it is to the mutual benefit of the Members to create a joint powers authority, and the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq., to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the Members agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context requires otherwise, the terms used in this Agreement shall have the following meanings:

- 1.01 "Act" shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500, et seq.

1.02 "Agreement" shall mean this Joint Powers Agreement, as originally entered into and as amended from time to time in accordance with the provisions of this Agreement.

1.03 "Authority" shall mean the Los Angeles Area Regional Training Group created by this Agreement.

1.04 "Associate Member" means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 of this Agreement.

1.05 "Board of Directors" or "Board" shall mean the governing body of the Authority.

1.06 "Bylaws" shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted in this Agreement, as amended from time to time by the Board.

1.07 "Director(s)" shall mean the individuals serving on the Board of Directors

1.08 "Effective Date" shall mean the date referenced in Article 3 and upon which this Agreement becomes effective and binding upon the Members.

1.09 "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

1.10 "Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

1.11 "Member" means any public agency as the term "public agency" is defined by Section 6500 of the Act, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Act by any of these agencies which has executed this Agreement and has become a member of the Authority.

ARTICLE 2 CREATION OF JOINT POWERS AUTHORITY; PURPOSES

2.01 Pursuant to the Act, there is hereby created a joint powers authority to be known as Los Angeles Area Regional Training Group (also referred to herein as the "Authority"). The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

2.02 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include conducting coordinated trainings and sharing resources, including but not limited to, facilities, equipment, and information, related to training firefighters and researching fire prevention, protection, and safety techniques, issues,

and information, and to address emerging and existing fire protection and safety issues for the benefit of their respective lands and inhabitants, in the manner set forth in this Agreement.

2.03 The Authority is intended to conduct coordinated fire protection and safety trainings, and to address emerging fire protection and safety issues throughout the Los Angeles County area and other areas that appear to have a connection or nexus to Los Angeles County, encouraging maximum cooperation between all fire department agencies, and promoting the safety of both fire personnel and the public, accomplished in an effective manner by the following means, including but not limited to:

a) Researching, identifying and selecting a records and business management system to be utilized by all Members for financial records, logistical support, training needs, and other purposes.

b) Designing an initial plan to utilize training centers for training focused on firefighting activities, including Fire Suppression, Paramedic, Hazardous Materials and Urban Search and Rescue training.

c) Constructing and conducting a comprehensive training needs assessment for the Authority or its Members.

d) Training regional training staff and instructors on procedures and defining expectations to enable the success of the collaborative efforts.

e) Designing a comprehensive plan for equitable, effective education and training delivery for Members that utilizes all available delivery systems and training centers, sites, or facilities used by the Authority.

f) Updating the comprehensive plan for equitable, effective education and training deliveries for Members based on experience using the plan on an ongoing basis.

ARTICLE 3 PARTIES TO AGREEMENT; EFFECTIVE DATE

3.01 This Agreement shall become effective, and the Authority shall come into existence, when this Agreement is authorized and executed by not less than three (3) public agencies ("Effective Date").

3.02 Members may submit written notice of immediate withdrawal from the Authority within 180 days after the Bylaws are adopted. There will be no costs for any Member that withdraws from the Authority within this time period. It is the intent of the Members that Bylaws will be developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5) business days of adoption of the Bylaws. The notice shall include a copy of the adopted

Bylaws. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.02. After expiration of the stated time period, any Member may withdraw from the Authority in accordance with Article 16 of this Agreement, and will be reimbursed its pro-rate portion of monetary contributions as set forth in Article 16.

ARTICLE 4 ASSOCIATE MEMBERSHIP AGREEMENT

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by a majority vote of all members of the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

- a) State that the public agency is an Associate Member of the Authority.
- b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between fire department agencies to carry out the stated purposes of the Authority; and (ii) to contribute fire department personnel or facilities, who or that shall remain under the general direction and control of the respective Associate Member agency to which they or it belongs, to the Authority to assist in carrying out the activities of the Authority.
- c) Restrict the powers and obligations of such Associate Member public agency with respect to the Authority to those enumerated in this Article 4;
- d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;
- e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and
- f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Board may take into account any criteria deemed appropriate to the Board.

ARTICLE 5 POWERS

5.01 The Authority shall possess in its own name all powers granted to it by law, including, but not limited to, any powers common to the Members, and the following enumerated powers:

- a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to retain or provide services, contract to permit others to use facilities, rent out facilities, and to purchase, lease, or dispose of equipment or supplies.
- b) To acquire by purchase or lease, hold, and dispose of property, real and personal.
- c) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, entities, Members, and any governmental entity, in accordance with applicable laws, including applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.
- d) To sue and be sued in its own name.
- e) To apply for, accept, and receive appropriate grants, loans, and other assistance under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.
- f) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.
- g) Apply for, accept, and receive all licenses and permits from any federal, state, or local public agency.
- h) To appoint committees and adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.
- i) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.
- j) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.
- k) To reimburse Members for overtime expenditures of a Member's contributed personnel who is/are assigned to assist in carrying out the activities of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Such overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.

- l) To purchase equipment with prior approval by the Executive Director and pursuant to the Board's purchasing policy.
- m) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.
- n) To invest, or cause to be invested, and manage, or cause to be managed, Authority funds, by and through the Treasurer, in accordance with State law.
- o) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.
- p) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act or otherwise permitted by law.

5.02 Pursuant to Government Code Section 6509, the powers of the Authority shall be exercised in accordance with the Act, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the El Segundo Fire Department.

5.03 Each Member expressly retains all rights and powers to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own fire protection needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members' respective rights, powers, or title to such equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.04 Each Member expressly retains all rights and powers to use other funds or funding sources to finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their fire protection and safety needs.

ARTICLE 6 ORGANIZATION

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the Fire Chief of each member agency. Each Director may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board. The Board of Directors may allow for an alternate of

the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

- a) The withdrawal or removal of the appointing Member from the Authority;
- b) The death or resignation of the Director, in which case the appointing Member will provide a replacement Director;
- c) The Authority's receipt of written notice from the Member that the Director appointed by that Member is no longer qualified; or
- d) The Board by at least a two-thirds (2/3) vote of the entire Board determines to remove a Director, in which case the appointing Member will provide a replacement Director.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the appointing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

- a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt and amend Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted herein.
- b) The Board may form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification, or disapproval, by the Board at its discretion.
- c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not Directors of the Board.
- d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the

budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

- e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement, including contracting with a certified public accountant for an annual audit of accounts, records, and financial affairs of the Authority as necessary or required.
- g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to making and entering into contracts; employing agents and employees; acquiring, holding, and disposing of property; incurring debts, liabilities or obligations necessary for the operation of the Authority; receiving, accepting and expending or disbursing funds, by contract or otherwise, for purposes consistent with the provisions hereof; adopting contracting and purchasing rules and regulations, internal financial controls, personnel rules and regulations, maintaining at all times a complete and accurate system of accounting for all funds of the Authority, and similar rules and regulations consistent with State law governing public agencies.
- h) Adopt any rules, regulations, and policies as may be required for meetings, the conduct of meetings, and the orderly operation of the Authority.

ARTICLE 7 MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held. Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the California Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the California Government Code.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However,

less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Director of the Board shall have one vote.

ARTICLE 8 EXECUTIVE COMMITTEE

8.01 As set forth in Section 6.04 above, the Board may establish an Executive Committee which shall consist of no less than three (3) Directors selected from the Board. The Board will determine the number of Directors to serve on the Executive Committee. The Executive Committee will include the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors serving on the Executive Committee, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee, except for the Chair of the Authority, shall be confirmed and approved by the Board of Directors by a majority vote of the entire Board.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

ARTICLE 9 OFFICERS

9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every odd-year Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a Director of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

ARTICLE 10 COMMITTEES

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson,

and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

ARTICLE 11
LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND
COMMITTEE MEMBERS

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

11.02 No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

11.03 The Authority may acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Article 14 below.

ARTICLE 12
STAFF

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:

- a) Executive Director. The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director may be a contractor or an employee of one of the Members or Associate Members of the Authority and shall have obtained senior fire department management rank that will provide a range of operational capability to the Authority.
- b) Legal Counsel. With the approval of the majority of the Board, legal counsel shall be appointed to serve as general counsel ("General Counsel") to the Authority.

12.02 Support Staff. Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for

services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 Treasurer and Controller. Pursuant to Section 6505.5 and 6505.6 of the Act, the finance director and finance manager from an original member agency will be selected and designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer and the Controller shall be employees of the same Member. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505, 6505.1, and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 Compensation. With the exception of the appointing Member for work performed by the designated Treasurer and Controller, per a written agreement approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 Personnel Contributed by Members. Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

ARTICLE 13 BUDGET, OPERATING FUNDS, AND AUDITS

13.01 Annual Budget. The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 Disbursement of Funds. The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and Bylaws adopted by the Board. The Executive Director may apply for, receive, and use credit cards for the sole purpose of conducting Authority business in accordance with applicable written rules and regulations.

13.03 Accounting. All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the

Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 Approval of Expenditures. All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board

13.05 Records and Audit. The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. These books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect the books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 Compensation of Contributed Personnel. All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime, if any, paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for expenses, or for the overtime of employees or for salary, benefits, and overtime of employees contributed for administrative support as authorized by Section 5.01(k) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis for submission in a timely manner to the individual's contributing agency.

ARTICLE 14 INDEMNIFICATION AND INSURANCE

14.01 Obligations of the Authority. The debts, liabilities and obligations of the Authority ("Authority Obligations") shall be the debts, liabilities and obligations of the Authority alone. Authority Obligations shall not constitute debts, liabilities, and obligations of any individual Member, and the Members shall have no liability therefore.

14.02 Contributed Member Employees. The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and

retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance coverage, as determined by the Member, in effect at all times to cover any such claim, loss, liability, or obligation, or otherwise provide for payment of such liability. Members may elect to self-insure any insurance obligation under this Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Each Member shall protect, defend, indemnify, and hold free and harmless the Authority and the other Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by an employee of the Member who is performing Authority primary or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorneys' fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority and each other Member, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the public agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the fire department agency or any contract labor provider retained by the fire department agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the Authority and each Member from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance. The Board of Directors may designate a Risk Manager from one of the Members (the "Authority Risk Manager") who shall act in an advisory capacity to the Board to provide guidance in the area of risk management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees, and the individual Chair, Vice Chair, and Secretary, from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or omissions in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority. This provision of indemnify shall not be construed to obligate the Authority to pay any liability including, but not limited to, punitive damages, which by law would be contrary to public policy or itself unlawful.

ARTICLE 15 MEMBER RESPONSIBILITIES

15.01 Each Member shall have the following responsibilities:

- a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.
- b) To consider proposed amendments to this Agreement as set forth in Article 18.
- c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.
- d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out fire protection or safety programs as determined by the Board.

ARTICLE 16 ADMISSION AND WITHDRAWAL OF PARTIES

16.01 Public agencies with fire departments and federal and California fire agencies may become Members of the Authority upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Authority shall file a notice of this Agreement within 30 days of its Effective Date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6. Upon any change in membership, the Authority shall file a notice of such change of membership within 10 days of its Effective Date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by California Government Code Section 53051.

16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

- a) A Member may withdraw as provided and in accordance with Section 3.02 of this Agreement.
- b) After the expiration of the period provided in Section 3.02, a Member may withdraw as follows:

(1) Effective Date of Withdrawal for a Member or Associate

Member. Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director.

(2) Disposition of Monetary Contributions Upon Withdrawal. Upon the withdrawal of a Member or Associate Member, that agency will be entitled to a pro-rata return of monetary contributions or payments it made to the Authority that have not been expended by the Authority as of the effective date of the Member's or Associate Member's withdrawal. The pro-rata return shall be calculated by taking the total monetary contributions or payments made by the then-existing Members and that have not been expended, encumbered, or contractually obligated by the Authority as of the effective date of the withdrawal, and dividing it by the number of then-existing Members. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member. Each withdrawing or terminating Member acknowledges and agrees that it is not entitled to and has no rights to a return or share of any property, supplies, equipment, or other interests of the Authority, except as set forth in this Section or as otherwise approved by a majority of the Board.

16.04 The Board of Directors may terminate membership of any Member or Associate Member for any or no reason upon majority vote of the entire Board, upon the effective date set by the Board.

16.05 Upon any withdrawal or involuntary termination of a Member, the Member shall remain responsible and liable for any claims, demands, damages, or liability arising from the Member's membership in the Authority before the effective date of its withdrawal or involuntary termination of membership from the Authority. A Member shall not be responsible or liable for any claim, demand, damage, or liability arising after the effective date of its withdrawal or involuntary termination of membership from the Authority. The Authority may withhold funds otherwise owing to the Member or require the Member to deposit sufficient funds, as determined by the Board, to cover the Member's contingent responsibility for the foregoing claim, demand, damage, or liability.

ARTICLE 17
DISSOLUTION AND DISPOSITION OF ASSETS

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

- a) The written consent of two-thirds of the Board of Directors; and
- b) Full satisfaction of all outstanding financial obligations of the Authority; and
- c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

ARTICLE 18
MISCELLANEOUS

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the

interests of the owners of bonds, letters of credit, or other financial obligations of the Authority. The Executive Director shall file a notice of the amendment to this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by California Government Code Sections 6503.5 and 6503.6.

18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

- Personal delivery;
- E-mail;
- U.S. Mail, first class postage prepaid;
- Facsimile; or,
- Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number, or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- The date of personal delivery;
- The fifth business day following deposit in the U.S. mail, when sent by "first class" mail; or,
- The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.01.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.

In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties.

In the event the dispute is not resolved by mediation, the dispute shall be resolved by binding arbitration. The parties shall submit such dispute for binding arbitration in Los Angeles County, California, before an arbitrator selected from Judicate West (or if it no longer exists, from the American Arbitration Association (AAA), or if that no longer exists, from JAMS, or if that no longer exists, from a similar arbitration organization.) Arbitration will be conducted in accordance with Judicate West's, or other chosen arbitration organization's, then current rules related to commercial arbitration. Judicate West's Commercial Arbitration Rules can be found at: <https://www.judicatewest.com/Services/DisplayPDF/127> .

The parties shall have all rights for depositions and discovery as provided under the rules of the selected arbitration organization. The arbitrator shall apply California law to the proceeding. The arbitrator shall have the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator shall prepare and provide the parties with a written award including factual findings and the legal reasoning upon which the award is based. The arbitrator may award the prevailing party all reasonable attorneys' fees, expert witness fees, and other litigation expenses, expended or incurred in such arbitration or litigation, unless the laws related to the claim that the party prevailed on preclude a court from awarding attorneys' fees and costs to the prevailing party. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator, or correct or vacate such award as provided by applicable law. The parties understand that by agreeing to binding arbitration, they are giving up the rights they may otherwise have to trial by a court or a jury and all rights of appeal, and to an award of punitive or exemplary damages.

18.06 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

18.08 Assignment. No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

18.09 Governing Law. This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

18.10 Headings. The section headings are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument.

18.12 Execution. The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively. A Member's signature to this Agreement is not valid until its legislative or governing body has authorized execution of this Agreement.

18.13 Entire Agreement. This Agreement, supersedes any and all other agreements or representations, whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to any matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

18.14 Recitals. The above recitals are true and correct and are incorporated in this Agreement by this reference.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

[MEMBER] Authorization
for Membership in the Los Angeles County Regional Training Group

IN WITNESS WHEREOF, [MEMBER], by Resolution of its [GOVERNING BOARD] has caused this Joint Powers Agreement to be executed on its behalf by the [MEMBER EMPLOYEE TITLE], and attested by [BOARD] Clerk, as of the date so executed below.

CITY OF PASADENA

Dated: _____

By: _____

STEVE MERMELL
CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

By: _____

MARK JOMSKY
CITY CLERK

By: _____

LESLEY CHEUNG
ASSISTANT CITY ATTORNEY