



CONFIRE

6/17/2020

BOARD OF DIRECTORS MEETING

WEDNESDAY, JUNE 17, 2020

11:00 A.M.

ZOOM

MINUTES

OPENING

Call to order – Vice-Chairperson Ernest R. Cisneros
Flag Salute

ROLL CALL

BOARD OF DIRECTORS COMMITTEE

Chairperson – Dr. Rhodes Rigsby, Mayor - City of Loma Linda *Absent*
Vice-Chairperson – Ernest R. Cisneros, Council Member – City of Colton
Andy Carrizales, Council Member – City of Rialto *Arrived at Item #3*
Eddie Tejada, Council Member – City of Redlands
Lynne Kennedy, Mayor Pro Tem – City of Rancho Cucamonga
Dawn Rowe, 3rd District Supervisor – County of San Bernardino
Dan Leary, Board President – Apple Valley Fire Protection District
John DeMonaco, Board President – Chino Valley Independent Fire District

ADMINISTRATIVE COMMITTEE

Chief Tim McHargue, Chairperson – Colton Fire Department
Chief Ivan Rojer, Vice Chairperson – Rancho Cucamonga Fire District
Chief Jim Topoleski – Redlands Fire Department-
Chief Dan Munsey – San Bernardino County Fire Department
Chief Dan Harker – Loma Linda Fire Department
Chief Brian Park – Rialto Fire Department
Chief Lorenzo Gigliotti – Apple Valley Fire Protection District
Chief Tim Shackelford – Chino Valley Independent Fire District



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CONFIRE STAFF

Mike Bell, Director
Karen Hardy, Business Manager/Analyst
Blessing Ugbo, IT Manager
Tim Franke, Communications Manager
Kristen Anderson, Assistant Communications Manager
Liz Berry, Admin. Secretary I

GUESTS

Chief Greg Benson, Victorville Fire Department
Chief Eric Noreen, Rancho Cucamonga Fire District

AGENDA AMENDMENT

Approve amendment to Agenda item 3 adding language to more clearly detail the item.

ACTION: *The Board of Directors accepts the amendment to agenda item 3 adding language to more clearly detail the item.*

Motion by: *Lynne Kennedy, City of Rancho Cucamonga*

Second: *Eddie Tejada, City of Redlands*

Ayes: 6

Lynne Kennedy, City of Rancho Cucamonga-Yes

Eddie Tejada, City of Redlands-Yes

Ernest Cisneros, City of Colton-Yes

Dawn Rowe, County of San Bernardino-Yes

Dan Leary, Apple Valley Fire Protection District-Yes

John DeMonaco, Chino Valley Independent Fire District-Yes

Noes: 0

Abstain: 0

Absent: 2

Andy Carrizales, City of Rialto

Dr. Rhodes Rigsby, City of Loma Linda

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Board of Directors. (Limited to 30 minutes; 3 minutes allotted for each speaker)

CONSENT ITEMS



6/17/2020

The following item is considered routine and non-controversial and will be voted upon at one time by the Board of Directors. An item may be removed by a Board Member or member of the public for discussion and appropriate action.

1. Approve the Board of Director Minutes of June 5, 2020 (**Attachment A**)

ACTION REQUEST: The Administrative Committee requests the Board accept and approve consent items 1.

ACTION: *The CONFIRE Board of Directors accepts and approves the minutes for June 5, 2020 with the addition of an amendment under item number 6. Mayor Pro-Tem Kennedy requested that any item pertaining to an EMS Feasibility Study to be funded from the FY 20/21 Budget as discussed during the budget presentation be brought to the Board for consideration.*

Motion by: *Lynne Kennedy, City of Rancho Cucamonga*

Second: *Eddie Tejada, City of Redlands*

Lynne Kennedy, City of Rancho Cucamonga-Yes

Eddie Tejada, City of Redlands-Yes

Ernest Cisneros, City of Colton-Yes

Dawn Rowe, County of San Bernardino-Yes

Dan Leary, Apple Valley Fire Protection District-Yes

John DeMonaco, Chino Valley Independent Fire District-Yes

Ayes: 6

Noes: 0

Abstain: 0

Absent: 2

Andy Carrizales, City of Rialto

Dr. Rhodes Rigsby, City of Loma Linda

NEW BUSINESS

2. Retroactive pay for Management Analyst (**Attachment B**)

ACTION REQUEST: Approve retroactive compensation in the amount of approximately \$3,989.58 for CONFIRE Management Analyst for period between December 4, 2019 and June 19, 2020.

ACTION: *The CONFIRE Board of Directors approves the retroactive pay for the Management Analyst as presented.*

Motion by: *Eddie Tejada, City of Redlands*



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Second: *Lynne Kennedy, City of Rancho Cucamonga*

Ayes: 6

Eddie Tejada, City of Redlands-Yes

Lynne Kennedy, City of Rancho Cucamonga-Yes

Ernest Cisneros, City of Colton-Yes

Dawn Rowe, County of San Bernardino-Yes

Dan Leary, Apple Valley Fire Protection District-Yes

John DeMonaco, Chino Valley Independent Fire District-Yes

Noes: 0

Abstain: 0

Absent: 2

Andy Carrizales, City of Rialto

Dr. Rhodes Rigsby, City of Loma Linda

3. County Fire Request for CARES Act Funding for COVID response related technology.
(Attachments C1 thru C3)

ACTION REQUEST: Approve contribution of \$4,536,000 from CARES Act funding as requested by the San Bernardino County Fire District from the County of San Bernardino and designated for specific CONFIRE COVID response related initiatives.

Approve draft agreement between CONFIRE and the San Bernardino County Fire District for utilizing equipment and services funded by the CARES Act. Approval is subject to changes satisfactory to CONFIRE's legal counsel review and approval. Such changes shall not materially affect the agreement as presented.

Authorize the CONFIRE Director to execute the agreement and monitor its implementation.

ACTION: *The CONFIRE Board of Directors approves the contribution of \$4,536,000 from CARES Act funding as requested by the San Bernardino County Fire District from the County of San Bernardino designated for specific CONFIRE COVID response related initiatives.*

The CONFIRE Board of Directors approves the draft agreement between CONFIRE and the San Bernardino County Fire District for utilizing equipment and services funded by the CARES Act. This approval is subject to changes satisfactory to CONFIRE's legal counsel review and approval. Changes shall not materially affect the agreement as presented.



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The CONFIRE Board of Directors authorizes the CONFIRE Director to execute the agreement and monitor its implementation.

Motion by: *Eddie Tejeda, City of Redlands*

Second: *Andy Carrizales, City of Rialto*

Ayes: 7

Eddie Tejeda, City of Redlands-Yes

Andy Carrizales, City of Rialto-Yes

Ernest Cisneros, City of Colton-Yes

Lynne Kennedy, City of Rancho Cucamonga-Yes

Dawn Rowe, County of San Bernardino-Yes

Dan Leary, Apple Valley Fire Protection District-Yes

John DeMonaco, Chino Valley Independent Fire District-Yes

Noes: 0

Abstain: 0

Absent: 1

Dr. Rhodes Rigsby, City of Loma Linda

4. Inland Empire Regional Interoperability Project (IE RIP) Memorandum of Understanding (**Attachments D1 and D2**)

ACTION REQUEST: Approve the Inland Empire Regional Interoperability Project Memorandum of Understanding.

Authorize the Director to make minor adjustments to the agreement as recommended by CONFIRE legal counsel.

Authorize the CONFIRE Director to execute the agreement and monitor its implementation.

ACTION: *The CONFIRE Board of Directors approves the Inland Empire Regional Interoperability Project Memorandum of Understanding.*

The CONFIRE Board of Directors authorizes the Director to make minor adjustments to the agreement as recommended by CONFIRE legal counsel.

The CONFIRE Board of Directors authorizes the CONFIRE Director to execute the agreement and monitor its implementation.

Motion by: *Lynne Kennedy, City of Rancho Cucamonga*

Second: *Dan Leary, Apple Valley Fire Protection District*

Ayes: 7

Lynne Kennedy, City of Rancho Cucamonga-Yes



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Dan Leary, Apple Valley Fire Protection District-Yes
Andy Carrizales, City of Rialto-Yes
Ernest Cisneros, City of Colton-Yes
Eddie Tejeda, City of Redlands-Yes
Dawn Rowe, County of San Bernardino-Yes
John DeMonaco, Chino Valley Independent Fire District-Yes

Noes: 0

Abstain: 0

Absent: 1

Dr. Rhodes Rigsby, City of Loma Linda

ADJOURNMENT

ACTION: *To adjourn the CONFIRE Board of Directors Meeting*

Motion by: *Ernest R. Cisneros, City of Colton*

Second: *Andy Carrizales, City of Rialto*

Ayes: 7

Noes: 0

Abstain: 0

Absent: 1

Andy Carrizales, City of Rialto



OPERATIONS FUND 5008 MONTHLY SUMMARY FY 2020/21

Transactions thru November 30, 2020

Expenditures	3 PP			3 PP			Total YTD	2020/21 Budget	Bud - Exp	% Used
	July	Aug	Sep	Oct	Nov	Dec				
-Jury/Benefits	703,250	500,928	528,753	527,455	518,203	-	2,778,588.44	7,669,719	\$4,891,131	36.2%
Overtime Call Back	36,039	24,901	27,203	25,540	24,806	-	138,489.33	318,087	\$179,598	43.5%
Phone/Circuit/Internet	57,608	23,347	56,744	39,590	54,826	-	232,113.83	554,092	\$321,978	41.9%
County (S/D) Data Services/Counsel	-	6,886	1,635	1,539	3,188	-	13,228.33	61,761	\$48,533	21.4%
Radio/Pager, Console Maint	-	39,459	39,459	43,014	39,581	-	161,513.27	483,541	\$322,028	33.7%
Computer Software	165,578	459,075	201,684	3,268	6,558	-	896,282.45	1,309,845	\$453,583	65.7%
Computer Hardware	-	187,089	(185,089)	787	288	-	3,074.54	18,450	\$15,375	16.7%
Office Equip/Lease	5,058	3,528	3,422	3,731	4,904	-	20,343.08	75,544	\$55,201	26.9%
Insurance/Auditing	18,936	-	21,213	11,322	2,350	-	51,471.26	37,600	(\$13,871)	136.9%
Payroll/HR/Medical Director	5,001	65,524	3,839	18,655	2,502	-	95,367.88	194,500	\$99,132	49.0%
Travel/Training	300	9,396	(891)	943	2,502	-	12,249.98	65,000	\$52,750	18.8%
Auto/Structure/Fuel	21,916	35,840	30,463	1,060	32,209	-	121,487.21	38,815	(\$85,672)	339.2%
Other/HQ/GC Rent/Equip Trans	302	1,250	343	2,669	5,108	-	9,673.37	216,649	\$206,976	4.5%
Total	1,034,086	1,357,204	728,479	679,572	694,523	-	4,493,862.97	11,040,603	\$6,546,740	40.7%
										% Fiscal Year Passed 41.7%

Revenue	3 PP			3 PP			Total YTD	2020/21 Budget	Difference	% Roid
	July	Aug	Sep	Oct	Nov	Dec				
Services	-	2,713,004	-	2,761,819	248	-	5,475,071	11,101,465	\$5,626,394	49%
Interest	12,712	(12,712)	-	11,089	-	-	11,089	(\$11,089)	-	-
Other	(61)	(1,018)	(56,635)	-	-	-	(57,714)	-	\$57,714	-
Total	12,651	2,689,273	(56,635)	2,772,908	248	-	5,428,446	11,101,465	\$5,673,019	49%
										% Fiscal Year Passed 41.7%

**CONFIRE**

Unaudited Fund Balance Report FY 2020-2021

			Audited Fund Balance As Of 11/30/20
Operations Fund (5008)			
Fund Balance 7/1/20		*	\$ 2,973,766
Revenue	5,428,446		
Expenditures	(4,495,581)		
Net			932,865
Audited Fund Balance As Of 11/30/20		\$	3,906,631
Compensated Absences	67,271		
			(67,271)
Unassigned Fund Balance		\$	3,839,360
<i>*FY 2020-21 Operating costs 10% is \$1,110,147 Per Board Policy</i>			
Equipment Reserve Fund (5009)			
Fund Balance 7/1/20		\$	2,090,834
Revenue	196,563		
Expenditures	(228,070)		
Transfer out to County Fire	-		
Net			(31,507)
Audited Fund Balance As Of 11/30/20		\$	2,059,327
General Reserve Fund (5010)			
Fund Balance 7/1/20		*	\$ 5,212,728
Revenue - Membership/Interest	184,500		
Revenue - FY18HSGP Grant	-		
Residual Equity Transfer Out	-		
Expenditures	(496,855)		
Net			(312,355)
Audited Fund Balance As Of 11/30/20		\$	4,900,373
Reserve for CIP	(1,000,000)		
Committed			(1,000,000)
Unassigned Fund Balance		\$	3,900,373
<i>*FY 2020-21 Operating costs 25% is \$2,224,736 Per Board Policy</i>			
Term Benefits Reserve Fund (5011)			
Fund Balance 7/1/20		\$	755,024
Revenue	54,512		
Expenditures			
Transfer Comp. Absence From 5008	-		
Net			54,512
Audited Fund Balance As Of 11/30/20		\$	809,536
<i>FY 2020 Compensated Absences \$67,271</i>			

RESOLUTION NO. 2020-02

**BEFORE THE BOARD OF DIRECTORS OF THE
CONSOLIDATED FIRE AGENCIES**

**Recommendation to Admit City of Victorville as a Party to
Consolidated Fire Agencies Joint Powers Agreement**

RECITALS

1. **WHEREAS**, the City of Victorville (“City”) is a municipal corporation duly authorized and existing under Government Code 34000 et seq.
2. **WHEREAS**, the City has established and maintains the City of Victorville Fire Department (the “Department”).
3. **WHEREAS**, Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code and its Joint Powers Agreement effective August 13, 1990, amended September 3, 2013 and September 17, 2013, and amended again on or before December 4, 2019 (collectively, the “JPA”, which is set forth in Appendix 1 to Exhibit A hereto).
4. **WHEREAS**, as set forth in Exhibit B hereto (“Administrative Committee Resolution No. 2020-02”), the Administrative Committee of CONFIRE has recommended that this Board of Directors urge the current JPA members to amend the JPA to admit the City as a member of CONFIRE on the condition that the City agrees to pay Seven Hundred Ninety-Four Thousand Six Hundred Eighty-Three Dollars (\$794,683) collectively (“Required-Buy-In”) in five (5) equal installments commencing with the first installment due at the commencement of the 2021/2022 fiscal year of the City.
5. **WHEREAS**, CONFIRE and City have previously entered into a contract whereby CONFIRE agreed to provide services to the City and pursuant to which the City agreed to pay CONFIRE, as consideration therefore, an annual amount which includes a ten percent (10%) contract premium (the “Premium Amount”), which will equal approximately One Hundred Seventy-One Thousand Two Hundred Forty Dollars (\$171,240) through December 2020.
6. **WHEREAS**, CONFIRE and the City have previously entered into a contract whereby it was agreed that upon City becoming a member of CONFIRE, the Premium Amount previously paid by the City will be credited against the Required-Buy-In amount, such that the balance due to CONFIRE will be the Required-Buy-In minus the Premium Amount paid to date by the City at the time of City’s admission as a member of CONFIRE and a party to the JPA.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors recommends that each current party to the JPA and member of CONFIRE and City take action to admit City as a party and a member of CONFIRE, as its JPA may be amended from time to time, on the condition that City agrees to pay Seven Hundred Ninety-Four Thousand Six Hundred Eighty-Three Dollars (\$794,683) collectively, less the Premium Amount paid to date by the City at the time of City's admission as a member of CONFIRE and a party to the JPA, in five (5) equal installments commencing with the first installment due at the commencement of the 2021/2022 fiscal year of the City.

THIS RESOLUTION was passed and adopted by the Board of Directors of the Consolidated Fire Agencies at a regular meeting held on the _____ of _____, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Signed and Approved by me after its passage.

Chairperson of the Board of Directors
Consolidated Fire Agencies

ATTEST:

Secretary to the Board of Directors
Consolidated Fire Agencies

**Exhibit A
To
Resolution No. [2020-02]**

**SECOND AMENDMENT TO
THE JOINT POWERS AGREEMENT
OF THE
CONSOLIDATED FIRE AGENCIES**

This Second Amendment (“Amendment”) to the Joint Powers Agreement of the Consolidated Fire Agencies, a joint powers authority of the State of California (“CONFIRE”), dated this 10th day of September, 2019, is made by and between City of Redlands, City of Loma Linda, City of Colton, City of Rialto, Rancho Cucamonga Fire Protection District, San Bernardino County Fire Protection District (collectively, the “Existing Member Agencies”), the Chino Valley Independent Fire District, a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. (“Chino Valley”) and Apple Valley Fire Protection District, a fire protection district duly authorized and existing under Health & Safety Code § 13800 et seq. (“Apple Valley”) (the Existing Member Agencies, Chino Valley, and Apple Valley may be collectively referred to herein as the “Parties”).

WHEREAS, the Existing Member Agencies are parties to a joint powers agreement establishing CONFIRE pursuant to Section 6500 et seq. of the Government Code, as set forth in Appendix 1 (“Original JPA”) and Appendix 2 (“First Amendment to JPA”) (collectively, the “Existing JPA”).

WHEREAS, the Existing Member Agencies, Chino Valley, and Apple Valley desire to amend the Existing JPA to:

1. admit Chino Valley as a party to and a member of CONFIRE on the condition that Chino Valley pay the Required Buy-In in the amount of Four Hundred Twelve Thousand Four Hundred Twenty-Three Dollars (\$412,423.00) to CONFIRE on or before December 31, 2019; and
2. admit Apple Valley as a party and a member of CONFIRE on the condition that Apple Valley pay an initial installment of a Required Buy-In to CONFIRE in the amount of Eighty-One Thousand Two Hundred Sixty-Seven Dollars (\$81,267.00) on or before December 31, 2019 and agrees to pay four (4) equal subsequent annual installments of a Required Buy-In to CONFIRE concluding on or before December 31, 2024 of Eighty-One Thousand Two Hundred Sixty-Seven Dollars (\$81,267.00), for a total Required Buy-In of Four Hundred Six Thousand Three Hundred Thirty-Six Dollars (\$406,336.00).

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The Parties hereby amend the Existing JPA to add Chino Valley as a Party and Apple Valley as a Party.
2. This Amendment is effective upon
 - a. full execution by the Parties;


- b. Chino Valley's payment of the Required Buy-In in the amount of Four Hundred Twelve Thousand Four Hundred Twenty-Three Dollars (\$412,423.00) to CONFIRE on or before December 31, 2019; and
 - c. Apple Valley's payment of an initial installment of a Required Buy-In to CONFIRE in the amount of Eighty-One Thousand Two Hundred Sixty-Seven Dollars (\$81,267.00) on or before December 31, 2019, and agreement to pay four (4) equal subsequent annual installments of a Required Buy-In to CONFIRE concluding on or before December 31, 2024 of Eighty-One Thousand Two Hundred Sixty-Seven Dollars (\$81,267.00), for a total Required Buy-In of Four Hundred Six Thousand Three Hundred Thirty-Six Dollars (\$406,336.00).
3. This Amendment may be executed in counterparts.
4. All other provisions of the Existing JPA are to remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and attested by their duly authorized officers as of the date written above.

[SIGNATURES ON PAGES 3 AND 4]


**SIGNATURES TO
SECOND AMENDMENT TO
THE JOINT POWERS AGREEMENT
OF THE
CONSOLIDATED FIRE AGENCIES**

ATTEST:


By: 
Name: JENNIE DONALDSON
Title: CITY CLERK

Dated: 10/31/19

CITY OF REDLANDS

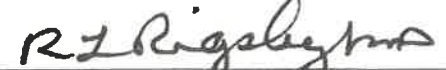
By: 
Name: Paul Foster
Title: Mayor

ATTEST:


By: 
Name: Lisa Brents
Title: Exec. Asst

Dated: 10/31/19

CITY OF LOMA LINDA

By: 
Name: Dr. Rhodes Rigsby
Title: Mayor

ATTEST:


By: 
Name: Dawn Miller
Title: Executive Assistant

Dated: 10/31/19

CITY OF COLTON

By: 
Name: Bill Smith
Title: City Manager

ATTEST:

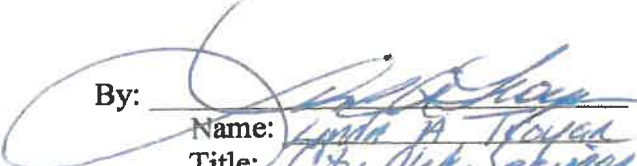
By: 
Name: Jet Villanueva
Title: Executive Assistant

Dated: 10/31/19

CITY OF RIALTO

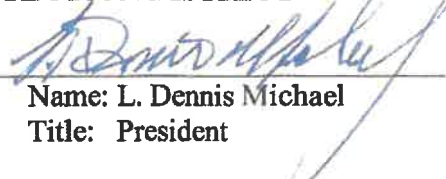
By: 
Name: Brian Park
Title: Interim Fire Chief

ATTEST:

By: 
Name: Linda A. Brown
Title: City Clerk, Secretary, Director

Dated: 11/5/19

**RANCHO CUCAMONGA FIRE
PROTECTION DISTRICT**


By: 
Name: L. Dennis Michael
Title: President

**SIGNATURES TO
SECOND AMENDMENT TO
THE JOINT POWERS AGREEMENT
OF THE
CONSOLIDATED FIRE AGENCIES**

(continued)

ATTEST:

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

By: 
Name: Aurora Hernandez
Title: Executive Assistant

By: 
Name: Don Trapp
Title: Interim Fire Chief

Dated: 10-22-19

ATTEST:

**APPLE VALLEY FIRE PROTECTION
DISTRICT**


By: 
Name: Kimberly Lopez
Title: Secretary II


By: 
Name: Lorenzo Gigliotti
Title: Fire Chief

Dated: 10/24/2019

ATTEST:

**CHINO VALLEY INDEPENDENT FIRE
DISTRICT**

By: 
Name: Sandra A Wodarski
Title: Admin Secretary

By: 
Name: Tim Shackelford
Title: Fire Chief

Dated: 10/24/19

Appendix 1
to Second Amendment to Joint Powers Agreement
[Original Joint Powers Agreement]

JOINT POWERS AGREEMENT

1
2 THIS AGREEMENT is entered into by and between the public
3 agencies signatory hereto, hereinafter called "public
4 agencies."

5 WITNESSETH:

6 WHEREAS, the signatories herein have determined that
7 there is a need by public agencies within the East End cities
8 of San Bernardino County, California, to establish a regional
9 fire agency to best serve the needs of all the citizens of
10 said public agencies; and,

11 WHEREAS, said public agencies have heretofore determined
12 that the interests of the citizens of each of said public
13 agencies can best be served by the coordinated use of public
14 safety radio channels and centralized regional computer aided
15 communications system; and,

16 WHEREAS, said public agencies recognize the mutual
17 benefit of a centralized joint effort for the development,
18 implementation, and subsequent operation and maintenance of
19 such a centralized system; and,

20 WHEREAS, said public agencies desire to centralize and
21 provide safety communication operations; and,

22 WHEREAS, said public agencies have heretofore determined
23 that it is desirable and necessary to collectively direct the
24 management policies and operational practices of said regional
25 fire agency; and,

26 WHEREAS, the cost of developing, operating and

1 maintaining said centralized systems is more cost effective
2 to such public agencies; and,

3 WHEREAS, said public agencies operate a cooperative
4 program of fire protection and related functions that are
5 mutually agreed upon; and,

6 WHEREAS, Title 1, Division 7, Chapter 5 of the Government
7 Code of the State of California authorizes public agencies to
8 enter into an agreement for the joint exercise of any power
9 common to them; and,

10 WHEREAS, these public agencies possess the power to
11 consolidate public safety communications and operational
12 programs by the execution and implementation of this
13 Agreement.

14 NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
15 ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF
16 THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND
17 BETWEEN THE PARTIES HERETO AS FOLLOWS:

18 1. Agency Established. Pursuant to the joint powers
19 authorization of the California Government Code, the
20 undersigned do hereby federate together in a cooperative
21 agency for the joint and mutual operation of a centralized
22 public safety communication agency and a cooperative program
23 of fire protection and related functions, to be known as the
24 Consolidated Fire Agencies of the East Valley, hereinafter
25 designated as "CONFIRE," which shall be a public entity
26 separate from the parties to the Agreement.

1 to this Agreement at least one hundred eighty (180) days prior
2 to the end of the then current fiscal year.

3 7. Powers and Debts of Authority. Agency shall have
4 the power in its own name, to make and enter into contracts,
5 to employ agents and employees, to acquire, hold and dispose
6 of property, real and personal, to sue and be sued in its own
7 name, and to incur debts, liabilities or obligations necessary
8 for the accomplishment of the purpose of this Agreement.
9 However, the debts, liabilities, and obligations of the Agency
10 shall not constitute any debt, liability or obligation to any
11 of the individual public agencies which are signatory to this
12 Agreement. The Agency shall not have the power of eminent
13 domain nor the power to levy taxes, and its power generally
14 shall be subject to the restrictions applicable to the Central
15 Valley Fire Protection District.

16 8. Amendment. This Agreement may not be amended,
17 except written agreement of all the parties, provided,
18 however, that the By-Laws may be amended from time to time by
19 the method and means provided therein.

20 9. Duration of Agreement. This Agreement shall
21 continue in effect until terminated by unanimous consent of
22 the parties or until dissolution of the Agency in the manner
23 provided in said By-Laws. Upon such termination, or
24 dissolution, the non-grant assets remaining, including any
25 surplus money, shall be disposed of in proportion to
26 contributions made. Grant funded assets shall be disposed of

27
28

1 in accordance with Federal and State regulations and
2 instructions.

3 10. Enforcement. Agency is hereby given the power to
4 enforce this Agreement. If suit is necessary to enforce any
5 of the provisions hereof, including any provision of the By-
6 Laws, the defaulting member shall pay reasonable attorney fees
7 to the Agency as adjudicated and determined by the Court.

8 11. Authorization. Upon execution of this Agreement,
9 each member shall deliver to the Agency a certified copy of
10 a governing board action, resolution or minute order
11 authorizing and directing the execution of this Agreement.

12 12. Board of Directors.

13 A. There is established a Board of Directors for the
14 Agency which shall consist of a representative of the
15 governing body of each member agency. The governing body of
16 each member agency shall designate in writing to CONFIRE, the
17 primary and alternate members to serve on the Board of
18 Directors. At its annual meeting, the Board of Directors shall
19 select one of its members to serve as Chairperson of the Board
20 until the next annual meeting. The Chairpersonship of the
21 Board of Directors shall rotate annually in a fixed sequence
22 among the members.

23 B. The Board of Directors shall have the responsibility
24 for the appointment of auditors, approval of new members, and
25 approval of the annual budget and assessment schedule of the
26 Agency, and the exercise of those powers granted to it by the

27

28

1 By-Laws.

2 C. Each public agency which is a member of the Agency
3 shall be entitled to one (1) Director on the Board and shall
4 be entitled to one (1) vote thereon. Such one vote may be
5 cast only by the member agency's designated primary or
6 alternate representative in attendance.

7 13. Source of Funds. Any contributions of funds by
8 member agencies shall be apportioned based on the number of
9 fires in each agency's jurisdiction over the immediate
10 preceding two year period.

11 14. Accountability and Audits. The Agency shall be ✓
12 strictly accountable for all funds and shall report all
13 receipts and disbursements, as required by Government Code
14 Section 6505. The Treasurer of San Bernardino County shall
15 act as treasurer and depository for the Agency pursuant to
16 Government Code Section 6505.5, and shall handle and have
17 access to Agency property, under an official bond in an amount
18 fixed by the member agencies. The Agency shall contract for ✓
19 a certified public accountant to perform an annual audit of
20 the accounts and records of the Agency, and a report thereof
21 shall be filed as public record with each of the contracting
22 parties and with the Auditor of the County of San Bernardino
23 within 60 days subsequent to the end of the fiscal year under
24 examination.

25 15. Indemnification. Each party hereby agrees to
26 defend, indemnify, and hold each other party, its elected

1 officials, officers, agents, and employees free and harmless
2 from any and all liability or claims for personal injury,
3 death, and property damage which may arise from the
4 indemnifying party's negligent acts or omissions under this
5 Agreement. None of the parties shall be held responsible or
6 liable to any other party for any loss, damage or delay caused
7 by accidents, strikes, lockouts, fire, flood, act of civil or
8 military authority or by insurrection or riot or by any other
9 cause which is beyond its control.

10 16. Effective Date of Agreement. This Agreement shall
11 become effective upon its execution by the Cities of Colton,
12 Loma Linda, Redlands, and Rialto, the Central Valley Fire
13 Protection District and the San Bernardino County Consolidated
14 Fire Agency. Within 30 days of said date, the Agency shall
15 cause notice of this Agreement to be filed with the Secretary
16 of State of California, pursuant to Government Code Section
17 6503.5.

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1 IN WITNESS WHEREOF, the undersigned public agencies have
2 set their signature on the respective dates set forth below.
3 This document may be signed in duplicate originals.
4

5 ATTEST:

CITY OF REDLANDS
A Municipal Corporation

6
7
8 *Donna Payne*
City Clerk

By: *Timothy J. Griffin*
Mayor

9
10 ATTEST:

CITY OF LOMA LINDA
A Municipal Corporation

11
12 *Parishia Ryan O'Camp*
13 City Clerk

By: *John J. Siquero*
Mayor

14
15 ATTEST:

CITY OF COLTON
A Municipal Corporation

16
17 *Helena A. Kerner*
18 City Clerk

By: *Frank M. Douglas*
Mayor

19
20 ATTEST:

CITY OF RIALTO
A Municipal Corporation

21
22 *James H. Sampson*
23 City Clerk

By: *John Longwell*
Mayor

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ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM
DATE MAY 15 1990
Alan K. Marks, COUNTY COUNSEL
SAN BERNARDINO COUNTY CALIFORNIA
BY _____ DEPUTY

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



SAN BERNARDINO COUNTY
CONSOLIDATED FIRE AGENCY

By: *Byrson Crow*
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of San Bernardino County Consolidated Fire Agency

CENTRAL VALLEY FIRE PROTECTION DISTRICT

By: *Byrson Crow*
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of Central Valley Fire Protection District

EXHIBIT A

**BY-LAWS
CONFIRE**

**ARTICLE I
PURPOSE**

The CONSOLIDATED FIRE AGENCIES OF THE EAST VALLEY (CONFIRE) is a co-operative association voluntarily established by its members pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California for the purpose of providing hardware, software, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a joint centralized public safety communications system and a cooperative program of fire related functions for the mutual benefit of the members of the Agency, to provide such services on a contract basis to other governmental units, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding public safety communications and related matters within member agencies. CONFIRE is sometimes hereinafter referred to as the "Agency."

**ARTICLE II
POWERS**

The powers of the Agency include, but are not limited to the following:

- a) to enter into contracts, including the performance of services for other governmental units;
- b) to employ agents and employees;
- c) to acquire, lease, hold, and dispose of property, real and personal;
- d) to incur debts, liabilities or obligations;
- e) the purchase or lease of the equipment and machinery necessary;
- f) the employment of the necessary personnel and the operation and maintenance of a communications system;
- g) all powers necessary and incidental to carrying out the purpose set forth in ARTICLE I of these By-Laws; and
- h) the power to sue and be sued in its own name.

**ARTICLE III
PARTICIPATION**

A. All governmental agencies which provide public safety services are eligible for membership of this Agency, provided the parties to the existing Agency agree and all parties sign an amended Joint Exercise of Powers Agreement.

B. Membership shall be contingent upon the execution of the Joint Powers Agreement creating and establishing this Agency and the payment by each such governmental agency of a fee to be determined and agreed upon by the majority vote of Board of Directors. The Board of Directors may, by a similar vote, impose to the terms, costs, and assessment charges as specified in the Agreement or By-Laws. All fees, costs, and assessment charges shall become the revenue of the Agency.

C. Upon becoming a member, all new members shall become subject to the same financial obligations of CONFIRE as all other members, unless otherwise specifically agreed to in the amended Joint Exercise of Powers Agreement.

**ARTICLE IV
BOARD OF DIRECTORS**

A. The Board of Directors shall function as set forth in Section 12 of the Joint Powers Agreement and as further set forth herein.

B. The member agency's principal or alternative representative shall serve until a successor is appointed by the appointing powers. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office, or upon his ceasing to be an officer or employee of any member government. Upon a vacancy occurring in any office, the Board of Directors may appoint a successor to fill the vacancy until the member agency represented by the officer assigns a new member to represent the governmental agency. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.

C. The Board of Directors may establish rules governing its own conduct and procedure and have such express or implied powers which are not inconsistent with or contrary to the laws of the State of California, these By-Laws, or Agreement.

D. A quorum for the transaction of all business by such Board of Directors shall consist of a majority of the representative membership.

E. No one serving on the Board of Directors shall receive any salary or compensation from the Agency.

F. The Board, on behalf of the Agency, may accept contributions or donations and may apply for and use grants or loans of money or other property from the state, or any other governmental units, or individuals, foundations or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the grant, donation, loan or agreement relating thereto. However, nothing in this section should be construed to require the participation or financial obligation of any member agency without the express written authorization in the form of a resolution by its legislative body and only to the extent so authorized.

ARTICLE V
BOARD OF DIRECTOR'S MEETINGS

A. Regular public meetings, also termed General Meetings, of the Board of Directors shall be held at least twice a year at a regular date, time and place established by resolution of the Board pursuant to the provisions of Section 54954 of the Government Code. A regular meeting of the Board shall be held in the month of February at which time the Board shall consider and adopt the annual budget for the Agency for the following fiscal year. The annual meeting shall be held in September at which meeting the Board shall elect officers.

B. Special meetings of the Board of Directors may be called by its Chairperson or by the Administrative Committee by its own motion, or shall be called by the Administrative Committee upon written request by any one (1) of its members. Ten (10) days written notice of special meetings shall be given to the official representatives of each member Agency and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda. However, if deemed necessary, due to the urgent nature of the issue, the Chairperson or the administrative Committee, by its own motion, may call for an emergency meeting on a twenty-four (24) hour notice for the purpose of discussion a specific issue.

C. The date, time and location of special, and emergency, meetings of the Board of Directors shall be determined by the Chairperson of the Board of Directors. Regular, special and emergency meetings shall be held within the County of San Bernardino.

D. Notice of the regular meeting of the Board of Directors shall be given to the respective Board Member, Supervisor, Mayor, and Manager of each member Agency at least thirty (30) days prior to such meeting and an agenda for such meeting shall accompany the notice.

E. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern all meetings of the Board of Directors.

ARTICLE VI
DUTIES OF AGENCY OFFICERS

A. The officers of CONFIRE shall consist of a Chairperson, a Vice-Chairperson, a Secretary and a Treasurer. The Chairperson shall be a member of the Board of Directors.

B. In the absence of a Chairperson, or in the event of his inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson.

C. The Coordinator of Communications shall be the Secretary to the Board of Directors, but shall be a non-voting member.

D. The Treasurer shall be the Financial Officer from the Consolidated Fire Agency. He shall be a non-voting member.

E. The Treasurer shall have the powers and duties as set forth in Section 6505 and 6505.5 of the Government Code, any other applicable provisions of State law, the Agreement, these By-Laws, or as may be established by the Board of Directors. The Treasurer shall serve the Agency without charge to the Agency, except for the administrative services charges to the Consolidated Fire Agency.

There shall be strict accountability of all funds of the Agency and a report of all receipts and disbursements as required by Section 6505 of the Government Code.

F. The Treasurer shall give a bond in the amount of \$25,000 for the faithful discharge of his duties, with such surety or sureties as the Board of Directors shall determine. The Treasurer shall: (a) Have charge and custody of and be responsible for all funds, securities and assets of the Agency; receive and give receipts for monies due and payable to the Agency from any source whatsoever, and deposit all such monies in a separate fund in the name of the Agency with the County Auditor/Controller; (b) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

G. The Secretary shall: (a) keep the minutes of the Agency meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with provisions of these By-Laws or as required by law; (c) be custodian of the records of the Agency; (d) in general, perform all duties as, from time to time, may be assigned to him/her by the Board of Directors.

ARTICLE VII
ADMINISTRATIVE COMMITTEE

A. There is hereby established an Administrative Committee of the Agency, which shall be organized and be responsible for functions hereinafter set forth.

B. Each public agency that is a signatory member to the Joint Powers Agreement, or an amended Joint Powers Agreement, shall be entitled to one (1) seat on the Administrative Committee for each Chief Officer or Executive of the public agency's departments which share in the CONFIRE System, and shall be entitled to one (1) vote per Chief Officer or executive thereon. Such vote may be cast only by the official representative to the Committee in physical attendance, or by the designated alternate, if such official representative is absent. No proxy votes or absentee voting will be permitted.

C. Only the Chief Officer or Executive or designated alternate may represent a participating agency on the Administrative Committee. The Chief Officer or Executive of each member government agency will designate, in writing, to CONFIRE an alternate who may serve on the Administrative Committee in the absence of such Chief Officer or Executive.

D. The Coordinator of Communications shall be the Secretary to the Administrative Committee, as a non-voting member.

E. The operations of the Agency shall be conducted under the direction and supervision of the Administrative Committee. Except as specifically excepted herein, no contract or other obligation of this Agency shall be binding unless approved or ratified by the Administrative Committee.

F. The Committee may establish rules for its own procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of California, these By-Laws, or the Joint Exercise of Powers Act of the Government Code of the State of California. A quorum for the transaction of all business by the administrative Committee shall consist of a majority of the official representatives or designated alternates of the member governmental agencies.

G. Regular meetings of the Administrative Committee shall be held as required but not less than quarterly each year. Special meetings of the Administrative Committee may be called by its Chairperson, or by a member of the Administrative Committee. The time, date and location of regular meetings of the Administrative Committee shall be determined by the Administrative Committee. The Secretary shall cause to be delivered to each member agency at least five (5) calendar days prior to the meeting, an agenda and written notice calling a meeting of the Administrative Committee. Meetings of the Administrative Committee must comply with the Brown Act.

H. The Administrative Committee Chairperson shall be the principal executive officer of the Agency and shall be authorized to execute documents and instruments on behalf of the Agency and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Directors. They shall serve a one (1) year term as Chairperson and shall be elected to that position annually by the members of the Administrative Committee.

I. The Administrative Committee shall have the authority to contract with other governmental bodies for use of CONFIRE facilities, equipment, and programs and to establish appropriate charges therefore.

J. The Administrative Committee shall have the following duties:

- 1) Within the limits fixed by an approved budget, the Administrative Committee shall conduct the operation of the Agency.
- 2) Direct the preparation of the proposed annual budget. Following approval thereof by the administrative Committee, the proposed budget shall be submitted to the Board of Directors. After adoption of the annual budget by the Board of Directors, the Administrative Committee shall control all expenditures in accordance with such budget.
- 3) The Administrative Committee shall have the power to expend funds in accordance with the adopted budget.
- 4) At each regular meeting of the Board of Directors, the Administrative Committee shall report budget and financial transactions since the previous regular meeting.

K. The Administrative Committee shall present a full report of its activities at each regular meeting of the Board of Directors.

L. The Administrative Committee shall, as provided by the approved budget, have the authority to hire, fix the salary of, and remove the Coordinator of Communications.

ARTICLE VIII TECHNICAL COMMITTEE

A. There is hereby established a Technical Committee which shall be organized and be responsible for functions as hereinafter set forth.

B. Each public agency that is a member of this Agency shall be entitled to one (1) seat on the Technical Committee for each public-safety department which shares in the use of the CONFIRE System, and shall be entitled to one (1) vote per member thereon. Such vote may be cast only by the official representative to the Technical Committee in physical attendance, or by the designated alternate if such official representative is absent.

C. The Chief Officer or Executive of each member agency shall appoint a representative and alternate representative to the Technical Committee.

D. The Coordinator of Communications shall chair the Technical Committee and report all significant decisions to the Administrative Committee for concurrence.

E. The Technical Committee may establish rules for its own procedures. There shall be regularly scheduled meetings held to consider all matters dealing with liaison between the Agency and department personnel, operation of the Agency, and future planning.

F. The daily operation of the Agency shall be conducted under the direction and supervision of the Coordinator of Communications; however, they shall call emergency meetings of the Technical Committee should the need arise to meet operational requirements.

G. The Technical Committee shall provide to the Administrative Committee recommended solutions to operational problems.

H. Members of the Technical Committee, except for the Coordinator of Communications, shall serve without compensation for their services to the Agency.

ARTICLE IX COORDINATOR OF COMMUNICATIONS

A. The Coordinator of Communications shall perform such duties as shall be delegated by the Administrative Committee.

B. The Coordinator of Communications shall attend all Administrative Committee meetings and give advice on technical matters.

C. The Coordinator of Communications shall be the Chairperson of the Technical Committee. He shall provide to the Administrative Committee recommendations from the Technical Committee on operations and problems associated with the daily operation and maintenance of the Agency.

D. The Coordinator of Communications shall review jointly with the Administrative Committee all bid specifications for the purchase of all communications equipment prior to issuance and equipment modifications by member agencies.

ARTICLE X
FINANCES

A. The fiscal year of the Agency shall end on June 30.

B. The Agency budget for the following fiscal year shall be submitted by the Coordinator of Communications to the Administrative Committee on or before January 15 of each year. The Administrative Committee shall adopt a tentative budget on or before February 1 of each year and forwarded the same to the Board of Directors for review. The Board of Directors shall adopt the annual budget for the Agency not later than March 1 of each year; copies shall be mailed immediately to the Chief Administrative Officer of each participating governmental agency.

C. The annual budget shall include the necessary funds with which the Agency shall obtain and maintain worker's compensation and liability insurance to fully protect the Agency and each of the member agencies. Said insurance shall be obtained and maintained in force at all times during the effective term of this Agreement.

D. The Consolidated Fire Agency shall provide administrative and support services functions to the Agency consisting of personnel administration, facility site usage, purchasing, payroll and related functions.

E. Reimbursement to the Consolidated Fire Agency for services in Paragraph D of this Article shall be based upon a cost percentage rate to be determined for the following fiscal year budget. The cost percentage rate shall be given to the Coordinator of Communications in writing from the Consolidated Fire Agency no later than the first day of December preceding the forthcoming fiscal year budget. It is stipulated that the percentage rate charged by the Consolidated Fire Agency shall not be applied to the following expense items of any approved fiscal year budget appropriation:

- 1) The expense of the applied percentage rate.
- 2) Capital Outlay or improvement items.
- 3) Contract Maintenance items to include telephone expense items.

F. The Administrative Committee shall recommend to the Board of Directors cost-sharing charges for all participants in the Agency in an amount sufficient to provide the funds required by the budgets. The Board of Directors shall fix membership assessments and shall advise the Chief Administrative Officer of each participating agency thereof on or before April 1 of each year. Any participating agency whose charges have not been paid within sixty (60) days after billing shall pay interest on unpaid balance, not to exceed one percent (1%) per month. The Agency shall have the power to commence an action in its own name against any member agency in default to recover the amount of the obligation due to the Agency hereunder.

G. The amount of each participant's charges shall be determined in accordance with Paragraph H below.

H. The activities of the Agency shall be financed by a cost-sharing formula which shall require a proration among the participating agencies based on the demand percentage on the system by the agencies to be determined by the Administrative Committee and approved by the Board of Directors. Expenditures made and indebtedness incurred by the Agency relating to special equipment and services shall be paid entirely by such member agency. Facility and rental and/or space utilization shall be a separate item approved in the Agency's annual budget.

I. The CONFIRE System, as a computer-aided system, encompasses the computer-aided dispatch system (CAD), management information system (MIS), and the records management system (RMS). The RMS of the CONFIRE System will be located at the County Office of Management Services. RMS functional management shall be under the Coordinator of Communications, or his designated representative. The overall administration of the RMS shall be under the Coordinator of Communications' duties consistent with these By-Laws. Reimbursable costs to the Consolidated Fire Agency shall be determined by the Board of Directors in accordance with the Joint Powers Agreement and By-Laws.

ARTICLE XI AGENCY EMPLOYEES

A. Agency employees are under the authority of the Agency. As such the Agency retains the authority to approve all benefits and privileges that may accrue to Agency employees. However, Agency employees shall be entitled to all benefits and privileges secured by Special Districts employees as provided by the Personnel Rules and Regulations of the Office of Special Districts, but subject to the approval of, and the organizational lines of authority contained within the Agency as structured by the Joint Powers Agreement and By-Laws.

B. The duties of, and the organizational authority over the Coordinator of Communications are stipulated in previous articles within these By-Laws. The Coordinator of Communications is also authorized to establish a non-management line of supervision to assist him in the day-to-day communications center operations which include delegation of certain personnel management procedures and supervision. Therefore, non-management personnel shall follow the organizational lines of authority as defined by the Coordinator of Communications and set forth within these By-Laws.

C. Benefits and privileges of Agency employees shall be associated with the following representation units for the employees of the Office of Special Districts:

- 1) Coordinator of Communications. A Consolidated Fire Agency recognized Management employee. No representation.
- 2) Administrative Technician and all Communications employees. The same as the Special Districts recognized non-safety group.

D. Paragraph C above does not obligate the agency to recognize the representation units associated with the Office of Special Districts for any separate meet and confer matters. However, should employees exercise their rights to secure separate representation units under Employer/Employee Organizations guidelines as set forth in the Government Code of the State of California, Section 3500 et seq, and such representation units are officially recognized by the Agency, then Paragraph C et al., of this Article shall defer to that agreement between the employees and the Agency.

E. The Office of Special Districts Personnel Office shall immediately provide the Coordinator of Communications with all ratified Memoranda of Understanding (MOU) as affects employees' benefits and privileges. Upon receipt of such MOU(s) the Coordinator of Communications will request a special joint meeting of the Administrative Committee and Board of Directors for determination.

ARTICLE XII AUDIT

The Board of Directors shall request that the Treasurer initiate an annual audit of the financial affairs of the Agency, to be made by an independent Certified public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles and as provided in the Agreement. The annual report shall be delivered to each member agency not later than 60 days subsequent to the end of each fiscal year.

ARTICLE XIII LIABILITY AND PROPERTY

A. Except as otherwise provided by individual contracts, the debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the parties to the Agreement.

B. All property, with the exception of assets funded by grant funds, acquired by the Agency shall be owned in common by the parties to the Joint Powers Agreement, in equal shares, unless otherwise determined in writing by all of the parties hereto. The

Treasurer shall cause an inventory and asset account to be kept current at all times, showing the assets of the Agency. Grant funded equipment or services shall remain the property of the Grantee applicant.

C. Any contributions of equipment by any of the member governmental agencies will be assigned a value by the Administrative Committee and such value will be credited to the account of that member and be a part of and included within any distribution formula in the event of withdrawal, termination or dissolution as provided herein.

D. Each member shall have a vested interest in all capital acquisitions by the Agency in the same ratio as they are obligated to share in the cost-sharing proration. Capital acquisitions from grant funds are excluded.

ARTICLE XIV
WITHDRAWAL, TERMINATION AND DISSOLUTION

A. A member may withdraw from this Agency in the manner prescribed by the Agreement; provided, however, that Agency assets directly attributable to the accumulated capital contribution of the withdrawing party shall remain with the system for use by CONFIRE without compensation to the withdrawing party, until the termination of this Agreement and the distribution of assets to all parties in winding up.

B. If this Agreement is terminated, assigned or transferred in whole or in part, all property and equipment owned by CONFIRE shall be distributed to the parties; distribution to each party shall be made in the same proportion as that reflected in the members' accumulated capital contribution account as shown in the Treasurer's books of account. Cash may be accepted in lieu of property or equipment. Grant assets remain the property of the Grantee.

C. If the parties to the Agreement herein cannot agree as to the valuation and distribution of the property, the valuation and distribution shall be determined by a panel of arbitrators, one being appointed by each agency and one additional arbitrator shall be appointed by a majority of the agencies. All matters relating to valuation and distribution of assets as determined by this panel of arbitrators shall be final and conclusive as to this Agency.

D. This Agreement shall not terminate until all property has been distributed in accordance with these provisions; and the winding up and property distribution hereunder shall be affected in the manner calculated to cause the least disruption of existing public safety communications systems.

E. On withdrawal of members so as to reduce the number of continuing participants to less than the original number of participating members, or upon the action of a majority of participating members to dissolve, then this Agreement and such Agency shall be terminated and dissolved. Upon such termination and dissolution (and after payment of all debts), all individual files and documents and documentation shall be distributed to their owners without charge or offset. The remaining assets or liabilities, excluding grant funded assets, of the Agency shall be distributed among the members who had participated in this Agency as set forth above.

F. If the withdrawal of a member causes the remaining members to terminate the Joint Powers Agreement, then the withdrawing member shall participate in the termination of this Agreement as set forth above.

ARTICLE XV
CONTRACTS, LOANS, CHECKS AND DEPOSITS

A. The Board of Directors may authorize any officer or officers, agency or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Agency, and such authority may be general or confined to specific instances.

B. No loans shall be contracted on behalf of the Agency and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

C. All checks, drafts or other orders for the payment of monies, notes or other evidences of indebtedness issued in the name of the Agency shall be signed by such officer or officers, agent or agents, of the Agency and in such manner as shall from time to time be determined by the Board of Directors.

D. All funds of the Agency not otherwise encumbered shall be deposited from time to time to the credit of the Agency in such banks, trust companies or other depositories by the Treasurer with the consent of the Board of Directors.

ARTICLE XVI
AMENDMENT

A. Amendment to these By-Laws may be proposed by any member of the Board of Directors or by the Administrative Committee. The amendment shall be submitted to the Board of Directors.

B. Unanimous approval by the Board of Directors shall be required to adopt any amendment to these By-Laws.

ARTICLE XVII
EFFECTIVE DATE

These By-Laws shall go into effect immediately upon the execution of the Agreement by all of the original participants in the Agency.

Appendix 2
To Second Amended Joint Powers Agreement
[First Amendment to Joint Powers Agreement]

**AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE
CONFIRE JPA APPROVING A NAME CHANGE TO THE
CONSOLIDATED FIRE AGENCIES AND THE ADDITION OF THE
RANCHO CUCAMONGA FIRE PROTECTION DISTRICT AS A
MEMBER AGENCY**

This AMENDMENT to the Joint Powers Agreement of the CONFIRE JPA dated this 3rd day of ~~September~~ 2013, is made by and between the member agencies that comprise the Consolidated Fire Agencies ("CONFIRE"), a joint powers authority of the State of California, and the Rancho Cucamonga Fire Protection District.

WHEREAS, the cities of Redlands, Loma Linda, Colton, Rialto and the San Bernardino County Fire Protection District (formerly known as the San Bernardino County Consolidated Fire Agency) entered into a Joint Powers Agreement on May 15, 1990, and through subsequent programs to form the Consolidated Fire Agencies, also known as CONFIRE; and

WHEREAS, the Rancho Cucamonga Fire Protection District has approached CONFIRE to express its interest in becoming a voting member; and

WHEREAS, Section 5 of the Joint Powers Agreement of CONFIRE ("Agreement") provides that each additional public agency which may hereinafter sign the Agreement is a member of the Agency and is entitled to all the rights and privileges and subject to the obligations of membership, as provided in the Bylaws; and

WHEREAS, Article 3 of the Bylaws states that all governmental agencies which provide public safety services are eligible for membership in CONFIRE, provided in part that all members of CONFIRE sign an amendment to the Joint Exercise of Powers Agreement;

WHEREAS, Article 3 further states that membership shall be contingent upon execution of the Amendment, and the payment of such new member contribution or buy-in; and

WHEREAS, pursuant to Government Code section 6500 et seq., the parties to the Agreement desire to amend the JPA to add the Rancho Cucamonga Fire Protect District as a full voting member of the CONFIRE; and

WHEREAS, to that end, each of the member agencies adopted the Amendment to add the Rancho Cucamonga Fire Protection District to the Agreement; and

WHEREAS, the membership fee for Rancho Cucamonga Fire Protection District has been determined to be FOUR HUNDRED TWENTY THOUSAND DOLLARS SIX HUNDRED THIRTEEN DOLLARS (\$420,613.00);

WHEREAS, these changes and terms are hereby accepted as demonstrated by the execution of the written Amendment to the Agreement agreeing to the new terms as set forth therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:


1. The Rancho Cucamonga Fire Protection District has agreed to the terms and conditions of this Amendment. The Rancho Cucamonga Fire Protection District, as a member of CONFIRE, further agrees to abide by any applicable CONFIRE bylaws. The Rancho Cucamonga Fire Protection District will sign an addendum becoming a signatory to the CONFIRE Joint Powers Agreement.
2. Upon execution of this Amendment and Addendum, the Rancho Cucamonga Fire Protection District will become a member of the CONFIRE JPA.
3. Approve the Amendment of the CONFIRE Joint Powers Agreement attached hereto and by this reference incorporated herein as Exhibit "A," adding the Rancho Cucamonga Fire Protection District as a member agency of CONFIRE upon its execution of an addendum becoming a signatory to the Agreement.
4. Approve the name change from Consolidated Fire Agencies of the East Valley to simply the Consolidated Fire Agencies.
5. Approve the membership fee for the Rancho Cucamonga Fire Protection District in the amount of FOUR HUNDRED TWENTY THOUSAND DOLLARS SIX HUNDRED THIRTEEN DOLLARS (\$420,613.00).
6. That the Chairperson of the Board of Directors of CONFIRE is hereby authorized to execute the proposed addendum to the JPA on behalf of CONFIRE.
7. This Amendment may be executed in counterparts.
8. All other provisions of the Agreement are to remain unchanged.
9. This Amendment is to be effective upon execution by all parties that are currently signatories to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the CONFIRE Joint Powers Agreement to be executed and attested by their officers thereto duly authorized as of the date first above written.

[SIGNATURES ON THE FOLLOWING PAGES]


**SIGNATURE PAGE TO THE
AMENDMENT TO THE CONFIRE JOINT POWERS AGREEMENT**

ATTEST:


By: 
Sam Irwin
City Clerk

Dated: 9/3/13

CITY OF REDLANDS

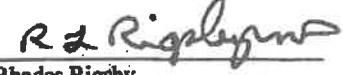
By: 
Pete Aguilar
Mayor

ATTEST:


By: 
Pamela Bymes ~~D'Camb~~
City Clerk

Dated: 9-17-2013

CITY OF LOMA LINDA

By: 
Rhodes Rigsby
Mayor

ATTEST:


By: 
Eileen Gomez
City Clerk

Dated: 10/1/13

CITY OF COLTON

By: 
Sarah Zamora
Mayor

ATTEST:

By: 
Barbara McGee
City Clerk

Dated: 10/21/13

CITY OF RIALTO

By: 
Deborah Robertson
Mayor

**SIGNATURE PAGE TO THE
AMENDMENT TO THE JOINT POWERS AGREEMENT**

ATTEST:

By: _____
Laura H. Welch
Secretary of the Board of Directors

**SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT**

By: Jamie Rutherford
Jamie Rutherford
Chairperson of the Board of Directors

Dated: JUL 09 2013

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Secretary

By _____



[Addendum to the Joint Powers Agreement]

**ADDENDUM TO THE JOINT POWERS AGREEMENT OF CONFIRE ADDING
THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT AS A MEMBER
AGENCY**

This ADDENDUM to the JOINT POWERS AGREEMENT dated this 17th day of Sept, 2013, is made by and between the Consolidated Fire Agencies ("CONFIRE"), a joint powers authority of the State of California, and the Rancho Cucamonga Fire Protection District.

WHEREAS, Section 5 of the Joint Powers Agreement of CONFIRE ("Agreement"), provides that each additional public agency that becomes a signatory to the Agreement shall become a member who is entitled to all the rights and privileges and subject to the obligations of membership, as provided in the joint powers agreement and the bylaws; and

WHEREAS, Section 8 of the Agreement provides that this Agreement may only be amended by written agreement of all the parties; and

WHEREAS, the Rancho Cucamonga Fire Protection District desires to become a member of CONFIRE; and

WHEREAS, all the member cities and districts of the CONFIRE JPA have unanimously approved by resolution adding the Rancho Cucamonga Fire Protection District as its newest member; and

WHEREAS, TO THAT END, the Board of Directors of the Rancho Cucamonga Fire Protection District has agreed to the District becoming a signatory to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. The Rancho Cucamonga Fire Protection District agrees to the terms and conditions of the Agreement incorporated herein by reference as Exhibit "A" and any amendments thereto.
2. The Rancho Cucamonga Fire Protection District further agrees to abide by the CONFIRE bylaws incorporated herein by reference as Exhibit "B" and any amendments thereto.
3. Upon execution of this Addendum to the Agreement, the Rancho Cucamonga Fire Protection District will become a member of the CONFIRE, and will add itself as a signatory to the Agreement by executing Exhibit "C".
4. This Addendum shall become effective upon the execution of the signatory page.

[SIGNATURES ON FOLLOWING PAGE]

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**ADDENDUM TO THE JOINT POWERS AGREEMENT OF CONFIRE ADDING
THE RANCHO CUCAMONGA FIRE PROTECTION DISTRICT AS A MEMBER
AGENCY**

**CONFIRE, a California joint powers
authority**

**RANCHO CUCAMONGA FIRE
PROTECTION DISTRICT**

BY: R. Z. Rigsby
Dr. Rhodes Rigsby
Chairperson

BY: [Signature]
President, Board of Directors

ATTEST

ATTEST:

BY: [Signature]
Rick Britt
Secretary of CONFIRE

BY: [Signature]
Secretary

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Exhibit "A"

Joint Powers Agreement

[Attached Behind This Page]

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JOINT POWERS AGREEMENT

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THIS AGREEMENT is entered into by and between the public agencies signatory hereto, hereinafter called "public agencies."

WITNESSETH:

WHEREAS, the signatories herein have determined that there is a need by public agencies within the East End cities of San Bernardino County, California, to establish a regional fire agency to best serve the needs of all the citizens of said public agencies; and,

WHEREAS, said public agencies have heretofore determined that the interests of the citizens of each of said public agencies can best be served by the coordinated use of public safety radio channels and centralized regional computer aided communications system; and,

WHEREAS, said public agencies recognize the mutual benefit of a centralized joint effort for the development, implementation, and subsequent operation and maintenance of such a centralized system; and,

WHEREAS, said public agencies desire to centralize and provide safety communication operations; and,

WHEREAS, said public agencies have heretofore determined that it is desirable and necessary to collectively direct the management policies and operational practices of said regional fire agency; and,

WHEREAS, the cost of developing, operating and

1 maintaining said centralized systems is more cost effective
2 to such public agencies; and,

3 WHEREAS, said public agencies operate a cooperative
4 program of fire protection and related functions that are
5 mutually agreed upon; and,

6 WHEREAS, Title 1, Division 7, Chapter 5 of the Government
7 Code of the State of California authorizes public agencies to
8 enter into an agreement for the joint exercise of any power
9 common to them; and,

10 WHEREAS, these public agencies possess the power to
11 consolidate public safety communications and operational
12 programs by the execution and implementation of this
13 Agreement.

14 NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
15 ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF
16 THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND
17 BETWEEN THE PARTIES HERETO AS FOLLOWS:

18 1. Agency Established. Pursuant to the joint powers
19 authorization of the California Government Code, the
20 undersigned do hereby federate together in a cooperative
21 agency for the joint and mutual operation of a centralized
22 public safety communication agency and a cooperative program
23 of fire protection and related functions, to be known as the
24 Consolidated Fire Agencies of the East Valley, hereinafter
25 designated as "CONFIRE," which shall be a public entity
26 separate from the parties to the Agreement.

1 to this Agreement at least one hundred eighty (180) days prior
2 to the end of the then current fiscal year.

3 7. Powers and Debts of Authority. Agency shall have
4 the power in its own name, to make and enter into contracts,
5 to employ agents and employees, to acquire, hold and dispose
6 of property, real and personal, to sue and be sued in its own
7 name, and to incur debts, liabilities or obligations necessary
8 for the accomplishment of the purpose of this Agreement.
9 However, the debts, liabilities, and obligations of the Agency
10 shall not constitute any debt, liability or obligation to any
11 of the individual public agencies which are signatory to this
12 Agreement. The Agency shall not have the power of eminent
13 domain nor the power to levy taxes, and its power generally
14 shall be subject to the restrictions applicable to the Central
15 Valley Fire Protection District.

16 8. Amendment. This Agreement may not be amended,
17 except written agreement of all the parties, provided,
18 however, that the By-Laws may be amended from time to time by
19 the method and means provided therein.

20 9. Duration of Agreement. This Agreement shall
21 continue in effect until terminated by unanimous consent of
22 the parties or until dissolution of the Agency in the manner
23 provided in said By-Laws. Upon such termination, or
24 dissolution, the non-grant assets remaining, including any
25 surplus money, shall be disposed of in proportion to
26 contributions made. Grant funded assets shall be disposed of

1 in accordance with Federal and State regulations and
2 instructions.

3 10. Enforcement. Agency is hereby given the power to
4 enforce this Agreement. If suit is necessary to enforce any
5 of the provisions hereof, including any provision of the By-
6 Laws, the defaulting member shall pay reasonable attorney fees
7 to the Agency as adjudicated and determined by the Court.

8 11. Authorization. Upon execution of this Agreement,
9 each member shall deliver to the Agency a certified copy of
10 a governing board action, resolution or minute order
11 authorizing and directing the execution of this Agreement.

12 12. Board of Directors.

13 A. There is established a Board of Directors for the
14 Agency which shall consist of a representative of the
15 governing body of each member agency. The governing body of
16 each member agency shall designate in writing to CONFIRE, the
17 primary and alternate members to serve on the Board of
18 Directors. At its annual meeting, the Board of Directors shall
19 select one of its members to serve as Chairperson of the Board
20 until the next annual meeting. The Chairpersonship of the
21 Board of Directors shall rotate annually in a fixed sequence
22 among the members.

23 B. The Board of Directors shall have the responsibility
24 for the appointment of auditors, approval of new members, and
25 approval of the annual budget and assessment schedule of the
26 Agency, and the exercise of those powers granted to it by the

1 By-Laws.

2 C. Each public agency which is a member of the Agency
3 shall be entitled to one (1) Director on the Board and shall
4 be entitled to one (1) vote thereon. Such one vote may be
5 cast only by the member agency's designated primary or
6 alternate representative in attendance.

7 13. Source of Funds. Any contributions of funds by
8 member agencies shall be apportioned based on the number of
9 fires in each agency's jurisdiction over the immediate
10 preceding two year period.

11 14. Accountability and Audits. The Agency shall be ✓
12 strictly accountable for all funds and shall report all
13 receipts and disbursements, as required by Government Code
14 Section 6505. The Treasurer of San Bernardino County shall
15 act as treasurer and depository for the Agency pursuant to
16 Government Code Section 6505.5, and shall handle and have
17 access to Agency property, under an official bond in an amount
18 fixed by the member agencies. The Agency shall contract for ✓
19 a certified public accountant to perform an annual audit of
20 the accounts and records of the Agency, and a report thereof
21 shall be filed as public record with each of the contracting
22 parties and with the Auditor of the County of San Bernardino
23 within 60 days subsequent to the end of the fiscal year under
24 examination.

25 15. Indemnification. Each party hereby agrees to
26 defend, indemnify, and hold each other party, its elected

1 officials, officers, agents, and employees free and harmless
2 from any and all liability or claims for personal injury,
3 death, and property damage which may arise from the
4 indemnifying party's negligent acts or omissions under this
5 Agreement. None of the parties shall be held responsible or
6 liable to any other party for any loss, damage or delay caused
7 by accidents, strikes, lockouts, fire, flood, act of civil or
8 military authority or by insurrection or riot or by any other
9 cause which is beyond its control.

10 16. Effective Date of Agreement. This Agreement shall
11 become effective upon its execution by the Cities of Colton,
12 Loma Linda, Redlands, and Rialto, the Central Valley Fire
13 Protection District and the San Bernardino County Consolidated
14 Fire Agency. Within 30 days of said date, the Agency shall
15 cause notice of this Agreement to be filed with the Secretary
16 of State of California, pursuant to Government Code Section
17 6503.5.

1 IN WITNESS WHEREOF, the undersigned public agencies have
2 set their signature on the respective dates set forth below.
3 This document may be signed in duplicate originals.

4
5 ATTEST:

CITY OF REDLANDS
A Municipal Corporation

6
7 Doris Bygones
8 City Clerk

By: [Signature]
Mayor

9
10 ATTEST:

CITY OF LOMA LINDA
A Municipal Corporation

11
12 Paricela Bygones-O'Camp
13 City Clerk

By: [Signature]
Mayor

14
15 ATTEST:

CITY OF COLTON
A Municipal Corporation

16
17 Helena A. Roman
18 City Clerk

By: [Signature]
Mayor

19
20 ATTEST:

CITY OF RIALTO
A Municipal Corporation

21
22 Jessie H. Sampson
23 City Clerk

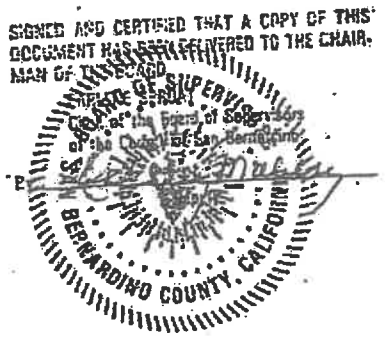
By: [Signature]
Mayor

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ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM
DATE MAY 15 1990
Alan K. Marks, COUNTY COUNSEL
SAN BERNARDINO COUNTY CALIFORNIA
BY _____ DEPUTY



SAN BERNARDINO COUNTY
CONSOLIDATED FIRE AGENCY

By: *Lybena Anne Gish*
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of San Bernardino County Consolidated Fire Agency

CENTRAL VALLEY FIRE
PROTECTION DISTRICT

By: *Lybena Anne Gish*
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of Central Valley Fire Protection District

Exhibit "E"

Bylaws

[Attached Behind This Page]

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**BY-LAWS
CONFIRE**

**ARTICLE I
PURPOSE**

The CONSOLIDATED FIRE AGENCIES OF THE EAST VALLEY (CONFIRE) is a co-operative association voluntarily established by its members pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California for the purpose of providing hardware, software, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a joint centralized public safety communications system and a cooperative program of fire related functions for the mutual benefit of the members of the Agency, to provide such services on a contract basis to other governmental units, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding public safety communications and related matters within member agencies. CONFIRE is sometimes hereinafter referred to as the "Agency."

**ARTICLE II
POWERS**

The powers of the Agency include, but are not limited to the following:

- a) to enter into contracts, including the performance of services for other governmental units;
- b) to employ agents and employees;
- c) to acquire, lease, hold, and dispose of property, real and personal;
- d) to incur debts, liabilities or obligations;
- e) the purchase or lease of the equipment and machinery necessary;
- f) the employment of the necessary personnel and the operation and maintenance of a communications system;
- g) all powers necessary and incidental to carrying out the purpose set forth in ARTICLE I of these By-Laws; and
- h) the power to sue and be sued in its own name.

ARTICLE III
PARTICIPATION

A. All governmental agencies which provide public safety services are eligible for membership of this Agency, provided the parties to the existing Agency agree and all parties sign an amended Joint Exercise of Powers Agreement.

B. Membership shall be contingent upon the execution of the Joint Powers Agreement creating and establishing this Agency and the payment by each such governmental agency of a fee to be determined and agreed upon by the majority vote of Board of Directors. The Board of Directors may, by a similar vote, impose to the terms, costs, and assessment charges as specified in the Agreement or By-Laws. All fees, costs, and assessment charges shall become the revenue of the Agency.

C. Upon becoming a member, all new members shall become subject to the same financial obligations of CONFIRE as all other members, unless otherwise specifically agreed to in the amended Joint Exercise of Powers Agreement.

ARTICLE IV
BOARD OF DIRECTORS

A. The Board of Directors shall function as set forth in Section 12 of the Joint Powers Agreement and as further set forth herein.

B. The member agency's principal or alternative representative shall serve until a successor is appointed by the appointing powers. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office, or upon his ceasing to be an officer or employee of any member government. Upon a vacancy occurring in any office, the Board of Directors may appoint a successor to fill the vacancy until the member agency represented by the officer assigns a new member to represent the governmental agency. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.

C. The Board of Directors may establish rules governing its own conduct and procedure and have such express or implied powers which are not inconsistent with or contrary to the laws of the State of California, these By-Laws, or Agreement.

D. A quorum for the transaction of all business by such Board of Directors shall consist of a majority of the representative membership.

E. No one serving on the Board of Directors shall receive any salary or compensation from the Agency.

F. The Board, on behalf of the Agency, may accept contributions or donations and may apply for and use grants or loans of money or other property from the state, or any other governmental units, or individuals, foundations or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such monies or property in accordance with the terms of the grant, donation, loan or agreement relating thereto. However, nothing in this section should be construed to require the participation or financial obligation of any member agency without the express written authorization in the form of a resolution by its legislative body and only to the extent so authorized.

ARTICLE V
BOARD OF DIRECTOR'S MEETINGS

A. Regular public meetings, also termed General Meetings, of the Board of Directors shall be held at least twice a year at a regular date, time and place established by resolution of the Board pursuant to the provisions of Section 54954 of the Government Code. A regular meeting of the Board shall be held in the month of February at which time the Board shall consider and adopt the annual budget for the Agency for the following fiscal year. The annual meeting shall be held in September at which meeting the Board shall elect officers.

B. Special meetings of the Board of Directors may be called by its Chairperson or by the Administrative Committee by its own motion, or shall be called by the Administrative Committee upon written request by any one (1) of its members. Ten (10) days written notice of special meetings shall be given to the official representatives of each member Agency and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda. However, if deemed necessary, due to the urgent nature of the issue, the Chairperson or the administrative Committee, by its own motion, may call for an emergency meeting on a twenty-four (24) hour notice for the purpose of discussion a specific issue.

C. The date, time and location of special, and emergency, meetings of the Board of Directors shall be determined by the Chairperson of the Board of Directors. Regular, special and emergency meetings shall be held within the County of San Bernardino.

D. Notice of the regular meeting of the Board of Directors shall be given to the respective Board Member, Supervisor, Mayor, and Manager of each member Agency at least thirty (30) days prior to such meeting and an agenda for such meeting shall accompany the notice.

E. To the extent not contrary to these By-Laws, Robert's Rules of Order shall govern all meetings of the Board of Directors.

ARTICLE VI
DUTIES OF AGENCY OFFICERS

A. The officers of CONFIRE shall consist of a Chairperson, a Vice-Chairperson, a Secretary and a Treasurer. The Chairperson shall be a member of the Board of Directors.

B. In the absence of a Chairperson, or in the event of his inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairperson.

C. The Coordinator of Communications shall be the Secretary to the Board of Directors, but shall be a non-voting member.

D. The Treasurer shall be the Financial Officer from the Consolidated Fire Agency. He shall be a non-voting member.

E. The Treasurer shall have the powers and duties as set forth in Section 6505 and 6505.5 of the Government Code, any other applicable provisions of State law, the Agreement, these By-Laws, or as may be established by the Board of Directors. The Treasurer shall serve the Agency without charge to the Agency, except for the administrative services charges to the Consolidated Fire Agency.

There shall be strict accountability of all funds of the Agency and a report of all receipts and disbursements as required by Section 6505 of the Government Code.

F. The Treasurer shall give a bond in the amount of \$25,000 for the faithful discharge of his duties, with such surety or sureties as the Board of Directors shall determine. The Treasurer shall: (a) Have charge and custody of and be responsible for all funds, securities and assets of the Agency; receive and give receipts for monies due and payable to the Agency from any source whatsoever, and deposit all such monies in a separate fund in the name of the Agency with the County Auditor/Controller; (b) in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.

G. The Secretary shall; (a) keep the minutes of the Agency meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with provisions of these By-Laws or as required by law; (c) be custodian of the records of the Agency; (d) in general, perform all duties as, from time to time, may be assigned to him/her by the Board of Directors.

ARTICLE VII
ADMINISTRATIVE COMMITTEE

A. There is hereby established an Administrative Committee of the Agency, which shall be organized and be responsible for functions hereinafter set forth.

B. Each public agency that is a signatory member to the Joint Powers Agreement, or an amended Joint Powers Agreement, shall be entitled to one (1) seat on the Administrative Committee for each Chief Officer or Executive of the public agency's departments which share in the CONFIRE System, and shall be entitled to one (1) vote per Chief Officer or executive thereon. Such vote may be cast only by the official representative to the Committee in physical attendance, or by the designated alternate, if such official representative is absent. No proxy votes or absentee voting will be permitted.

C. Only the Chief Officer or Executive or designated alternate may represent a participating agency on the Administrative Committee. The Chief Officer or Executive of each member government agency will designate, in writing, to CONFIRE an alternate who may serve on the Administrative Committee in the absence of such Chief Officer or Executive.

D. The Coordinator of Communications shall be the Secretary to the Administrative Committee, as a non-voting member.

E. The operations of the Agency shall be conducted under the direction and supervision of the Administrative Committee. Except as specifically excepted herein, no contract or other obligation of this Agency shall be binding unless approved or ratified by the Administrative Committee.

F. The Committee may establish rules for its own procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of California, these By-Laws, or the Joint Exercise of Powers Act of the Government Code of the State of California. A quorum for the transaction of all business by the administrative Committee shall consist of a majority of the official representatives or designated alternates of the member governmental agencies.

G. Regular meetings of the Administrative Committee shall be held as required but not less than quarterly each year. Special meetings of the Administrative Committee may be called by its Chairperson, or by a member of the Administrative Committee. The time, date and location of regular meetings of the Administrative Committee shall be determined by the Administrative Committee. The Secretary shall cause to be delivered to each member agency at least five (5) calendar days prior to the meeting, an agenda and written notice calling a meeting of the Administrative Committee. Meetings of the Administrative Committee must comply with the Brown Act.

H. The Administrative Committee Chairperson shall be the principal executive officer of the Agency and shall be authorized to execute documents and instruments on behalf of the Agency and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Board of Directors. They shall serve a one (1) year term as Chairperson and shall be elected to that position annually by the members of the Administrative Committee.

I. The Administrative Committee shall have the authority to contract with other governmental bodies for use of CONFIRE facilities, equipment, and programs and to establish appropriate charges therefore.

J. The Administrative Committee shall have the following duties:

- 1) Within the limits fixed by an approved budget, the Administrative Committee shall conduct the operation of the Agency.
- 2) Direct the preparation of the proposed annual budget. Following approval thereof by the administrative Committee, the proposed budget shall be submitted to the Board of Directors. After adoption of the annual budget by the Board of Directors, the Administrative Committee shall control all expenditures in accordance with such budget.
- 3) The Administrative Committee shall have the power to expend funds in accordance with the adopted budget.
- 4) At each regular meeting of the Board of Directors, the Administrative Committee shall report budget and financial transactions since the previous regular meeting.

K. The Administrative Committee shall present a full report of its activities at each regular meeting of the Board of Directors.

L. The Administrative Committee shall, as provided by the approved budget, have the authority to hire, fix the salary of, and remove the Coordinator of Communications.

ARTICLE VIII
TECHNICAL COMMITTEE

A. There is hereby established a Technical Committee which shall be organized and be responsible for functions as hereinafter set forth.

B. Each public agency that is a member of this Agency shall be entitled to one (1) seat on the Technical Committee for each public-safety department which shares in the use of the CONFIRE System, and shall be entitled to one (1) vote per member thereon. Such vote may be cast only by the official representative to the Technical Committee in physical attendance, or by the designated alternate if such official representative is absent.

C. The Chief Officer or Executive of each member agency shall appoint a representative and alternate representative to the Technical Committee.

D. The Coordinator of Communications shall chair the Technical Committee and report all significant decisions to the Administrative Committee for concurrence.

E. The Technical Committee may establish rules for its own procedures. There shall be regularly scheduled meetings held to consider all matters dealing with liaison between the Agency and department personnel, operation of the Agency, and future planning.

F. The daily operation of the Agency shall be conducted under the direction and supervision of the Coordinator of Communications; however, they shall call emergency meetings of the Technical Committee should the need arise to meet operational requirements.

G. The Technical Committee shall provide to the Administrative Committee recommended solutions to operational problems.

H. Members of the Technical Committee, except for the Coordinator of Communications, shall serve without compensation for their services to the Agency.

ARTICLE IX COORDINATOR OF COMMUNICATIONS

A. The Coordinator of Communications shall perform such duties as shall be delegated by the Administrative Committee.

B. The Coordinator of Communications shall attend all Administrative Committee meetings and give advice on technical matters.

C. The Coordinator of Communications shall be the Chairperson of the Technical Committee. He shall provide to the Administrative Committee recommendations from the Technical Committee on operations and problems associated with the daily operation and maintenance of the Agency.

D. The Coordinator of Communications shall review jointly with the Administrative Committee all bid specifications for the purchase of all communications equipment prior to issuance and equipment modifications by member agencies.

ARTICLE X
FINANCES

A. The fiscal year of the Agency shall end on June 30.

B. The Agency budget for the following fiscal year shall be submitted by the Coordinator of Communications to the Administrative Committee on or before January 15 of each year. The Administrative Committee shall adopt a tentative budget on or before February 1 of each year and forwarded the same to the Board of Directors for review. The Board of Directors shall adopt the annual budget for the Agency not later than March 1 of each year; copies shall be mailed immediately to the Chief Administrative Officer of each participating governmental agency.

C. The annual budget shall include the necessary funds with which the Agency shall obtain and maintain worker's compensation and liability insurance to fully protect the Agency and each of the member agencies. Said insurance shall be obtained and maintained in force at all times during the effective term of this Agreement.

D. The Consolidated Fire Agency shall provide administrative and support services functions to the Agency consisting of personnel administration, facility site usage, purchasing, payroll and related functions.

E. Reimbursement to the Consolidated Fire Agency for services in Paragraph D of this Article shall be based upon a cost percentage rate to be determined for the following fiscal year budget. The cost percentage rate shall be given to the Coordinator of Communications in writing from the Consolidated Fire Agency no later than the first day of December preceding the forthcoming fiscal year budget. It is stipulated that the percentage rate charged by the Consolidated Fire Agency shall not be applied to the following expense items of any approved fiscal year budget appropriation:

- 1) The expense of the applied percentage rate.
- 2) Capital Outlay or improvement items.
- 3) Contract Maintenance items to include telephone expense items.

F. The Administrative Committee shall recommend to the Board of Directors cost-sharing charges for all participants in the Agency in an amount sufficient to provide the funds required by the budgets. The Board of Directors shall fix membership assessments and shall advise the Chief Administrative Officer of each participating agency thereof on or before April 1 of each year. Any participating agency whose charges have not been paid within sixty (60) days after billing shall pay interest on unpaid balance, not to exceed one percent (1%) per month. The Agency shall have the power to commence an action in its own name against any member agency in default to recover the amount of the obligation due to the Agency hereunder.

G. The amount of each participant's charges shall be determined in accordance with Paragraph H below.

H. The activities of the Agency shall be financed by a cost-sharing formula which shall require a proration among the participating agencies based on the demand percentage on the system by the agencies to be determined by the Administrative Committee and approved by the Board of Directors. Expenditures made and indebtedness incurred by the Agency relating to special equipment and services shall be paid entirely by such member agency. Facility and rental and/or space utilization shall be a separate item approved in the Agency's annual budget.

I. The CONFIRE System, as a computer-aided system, encompasses the computer-aided dispatch system (CAD), management information system (MIS), and the records management system (RMS). The RMS of the CONFIRE System will be located at the County Office of Management Services. RMS functional management shall be under the Coordinator of Communications, or his designated representative. The overall administration of the RMS shall be under the Coordinator of Communications' duties consistent with these By-Laws. Reimbursable costs to the Consolidated Fire Agency shall be determined by the Board of Directors in accordance with the Joint Powers Agreement and By-Laws.

ARTICLE XI AGENCY EMPLOYEES

A. Agency employees are under the authority of the Agency. As such the Agency retains the authority to approve all benefits and privileges that may accrue to Agency employees. However, Agency employees shall be entitled to all benefits and privileges secured by Special Districts employees as provided by the Personnel Rules and Regulations of the Office of Special Districts, but subject to the approval of, and the organizational lines of authority contained within the Agency as structured by the Joint Powers Agreement and By-Laws.

B. The duties of, and the organizational authority over the Coordinator of Communications are stipulated in previous articles within these By-Laws. The Coordinator of Communications is also authorized to establish a non-management line of supervision to assist him in the day-to-day communications center operations which include delegation of certain personnel management procedures and supervision. Therefore, non-management personnel shall follow the organizational lines of authority as defined by the Coordinator of Communications and set forth within these By-Laws.

C. Benefits and privileges of Agency employees shall be associated with the following representation units for the employees of the Office of Special Districts:

- 1) Coordinator of Communications. A Consolidated Fire Agency recognized Management employee. No representation.
- 2) Administrative Technician and all Communications employees. The same as the Special Districts recognized non-safety group.

D. Paragraph C above does not obligate the agency to recognize the representation units associated with the Office of Special Districts for any separate meet and confer matters. However, should employees exercise their rights to secure separate representation units under Employer/Employee Organizations guidelines as set forth in the Government Code of the State of California, Section 3500 et seq, and such representation units are officially recognized by the Agency, then Paragraph C et al., of this Article shall defer to that agreement between the employees and the Agency.

E. The Office of Special Districts Personnel Office shall immediately provide the Coordinator of Communications with all ratified Memoranda of Understanding (MOU) as affects employees' benefits and privileges. Upon receipt of such MOU(s) the Coordinator of Communications will request a special joint meeting of the Administrative Committee and Board of Directors for determination.

ARTICLE XII AUDIT

The Board of Directors shall request that the Treasurer initiate an annual audit of the financial affairs of the Agency, to be made by an independent Certified public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles and as provided in the Agreement. The annual report shall be delivered to each member agency not later than 60 days subsequent to the end of each fiscal year.

ARTICLE XIII LIABILITY AND PROPERTY

A. Except as otherwise provided by individual contracts, the debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the parties to the Agreement.

B. All property, with the exception of assets funded by grant funds, acquired by the Agency shall be owned in common by the parties to the Joint Powers Agreement, in equal shares, unless otherwise determined in writing by all of the parties hereto. The

Treasurer shall cause an inventory and asset account to be kept current at all times, showing the assets of the Agency. Grant funded equipment or services shall remain the property of the Grantee applicant.

C. Any contributions of equipment by any of the member governmental agencies will be assigned a value by the Administrative Committee and such value will be credited to the account of that member and be a part of and included within any distribution formula in the event of withdrawal, termination or dissolution as provided herein.

D. Each member shall have a vested interest in all capital acquisitions by the Agency in the same ratio as they are obligated to share in the cost-sharing proration. Capital acquisitions from grant funds are excluded.

ARTICLE XIV
WITHDRAWAL, TERMINATION AND DISSOLUTION

A. A member may withdraw from this Agency in the manner prescribed by the Agreement; provided, however, that Agency assets directly attributable to the accumulated capital contribution of the withdrawing party shall remain with the system for use by CONFIRE without compensation to the withdrawing party, until the termination of this Agreement and the distribution of assets to all parties in winding up.

B. If this Agreement is terminated, assigned or transferred in whole or in part, all property and equipment owned by CONFIRE shall be distributed to the parties; distribution to each party shall be made in the same proportion as that reflected in the members' accumulated capital contribution account as shown in the Treasurer's books of account. Cash may be accepted in lieu of property or equipment. Grant assets remain the property of the Grantee.

C. If the parties to the Agreement herein cannot agree as to the valuation and distribution of the property, the valuation and distribution shall be determined by a panel of arbitrators, one being appointed by each agency and one additional arbitrator shall be appointed by a majority of the agencies. All matters relating to valuation and distribution of assets as determined by this panel of arbitrators shall be final and conclusive as to this Agency.

D. This Agreement shall not terminate until all property has been distributed in accordance with these provisions; and the winding up and property distribution hereunder shall be affected in the manner calculated to cause the least disruption of existing public safety communications systems.

E. On withdrawal of members so as to reduce the number of continuing participants to less than the original number of participating members, or upon the action of a majority of participating members to dissolve, then this Agreement and such Agency shall be terminated and dissolved. Upon such termination and dissolution (and after payment of all debts), all individual files and documents and documentation shall be distributed to their owners without charge or offset. The remaining assets or liabilities, excluding grant funded assets, of the Agency shall be distributed among the members who had participated in this Agency as set forth above.

F. If the withdrawal of a member causes the remaining members to terminate the Joint Powers Agreement, then the withdrawing member shall participate in the termination of this Agreement as set forth above.

ARTICLE XV
CONTRACTS, LOANS, CHECKS AND DEPOSITS

A. The Board of Directors may authorize any officer or officers, agency or agents, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Agency, and such authority may be general or confined to specific instances.

B. No loans shall be contracted on behalf of the Agency and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

C. All checks, drafts or other orders for the payment of monies, notes or other evidences of indebtedness issued in the name of the Agency shall be signed by such officer or officers, agent or agents, of the Agency and in such manner as shall from time to time be determined by the Board of Directors.

D. All funds of the Agency not otherwise encumbered shall be deposited from time to time to the credit of the Agency in such banks, trust companies or other depositories by the Treasurer with the consent of the Board of Directors.

ARTICLE XVI
AMENDMENT

A. Amendment to these By-Laws may be proposed by any member of the Board of Directors or by the Administrative Committee. The amendment shall be submitted to the Board of Directors.

B. Unanimous approval by the Board of Directors shall be required to adopt any amendment to these By-Laws.

ARTICLE XVII
EFFECTIVE DATE

These By-Laws shall go into effect immediately upon the execution of the Agreement by all of the original participants in the Agency.

Exhibit "C"

Signatory Page to the CONFIRE Joint Powers Agreement

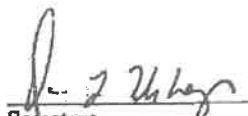
[Attached Behind This Page]

99999.913548164272.1

**ADDENDUM TO JOINT POWERS AGREEMENT
(CONFIRE)**

ATTEST:

Rancho Cucamonga Fire Protection District


Secretary


President, Board of Directors

9-17-13
Date

99999.913548164272.1

Exhibit B
To
Resolution No. [2020-02]

RESOLUTION NO. 2020 - 02

**BEFORE THE ADMINISTRATIVE COMMITTEE OF THE
CONSOLIDATED FIRE AGENCIES**

**Recommendation to Admit Victorville Fire Department as a Party to
Consolidated Fire Agencies (“CONFIRE”) Joint Powers Agreement**

RECITALS

1. **WHEREAS**, City of Victorville is a municipal corporation (“City”) duly authorized under Government Code 34000 et seq. The City has established and maintains the City of Victorville Fire Department (the “Department”).
2. **WHEREAS**, Consolidated Fire Agencies (“CONFIRE”) is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code and its Joint Powers Agreement effective August 13, 1990, amended September 3, 2013, and amended again on September 17, 2013 and amended again December 4, 2019 (collectively, the “JPA”).
3. **WHEREAS**, pursuant to Section 5 and Section 8 of the body of the JPA, membership in CONFIRE may be acquired by a public agency that both becomes a signatory to the JPA and obtains the unanimous consent of all parties to the JPA.
4. **WHEREAS**, the City desires to become a member of CONFIRE.
5. **WHEREAS**, CONFIRE has studied the potential impacts of the City becoming a party to the JPA.
6. **WHEREAS**, CONFIRE has advised the City that it must pay, as a condition of the City becoming a party to the JPA and a member of CONFIRE for its Department, the sum of Seven Hundred Ninety Four Thousand Six Hundred Eighty-Three Dollars (\$794,683) to the general reserve fund (5010) of CONFIRE (the “Required-Buy-In”).
7. **WHEREAS**, The City has previously entered into a contract with CONFIRE whereby CONFIRE agreed to provide services to the City and pursuant to which the City agreed to pay CONFIRE, as consideration therefore, an annual amount which includes a ten percent (10%) contract premium (the Premium Amount), which will equal approximately \$171,240 through December 2020.
8. **WHEREAS**, CONFIRE and the City have agreed that to the extent the City becomes a member of CONFIRE, the Premium Amount previously paid by the City will be credited against the Required-Buy-In amount, such that the balance due to CONFIRE will be the difference of the Required-Buy-In amount and the Premium Amount paid by the City upon final ratification of the City’s request for CONFIRE membership by the CONFIRE Board

of Directors. This balance shall be paid in five equal installments commencing with the first installment due at the commencement of the 2021/2022 fiscal year of the City.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED:

1. The Administrative Committee recommends to the CONFIRE Board of Directors that each current party to the JPA be urged to amend the JPA to admit the City as a member of CONFIRE on the basis of its previously paid Premium Amount and that the City pay the Required-Buy-In first installment at the commencement of the 2021/2022 fiscal year of the City

THIS RESOLUTION was passed and adopted by the Administrative Committee of the Consolidated Fire Agencies at a regular meeting held on the 25th of Aug, 2020, by the following roll call vote:

AYES: 6

NOES: 0

ABSENT: 2

Signed and Approved by me after its passage.



Chairperson of the Administrative Committee
Consolidated Fire Agencies

ATTEST:



Secretary to the Administrative Committee
Consolidated Fire Agencies