

# *City of Brisbane*

## *Agenda Report*

TO: Mayor and City Council

FROM: Hal Toppel, City Attorney

SUBJECT: Amended JPA Agreement for the North County Fire Authority

DATE: For Council Meeting on June 4, 2012

### **City Council Goals:**

To provide for effective and efficient delivery of City services.

To promote intergovernmental opportunities that enhances services and/or reduces cost of operations and services to city residents.

### **Purpose:**

The purpose of the Amended and Restated Joint Powers Agreement is to update the existing agreement to reflect the actual manner in which the joint powers authority is currently operating.

### **Recommendation:**

Approve Resolution No. 2012-09.

### **Background and Discussion:**

The original joint powers agreement for the North County Fire Authority was adopted in June, 2001 between Brisbane and Pacifica as its only Member Agencies. In 2003, the agreement was amended to allow the admission of additional Member Agencies and Daly City joined the NCFCA. A copy of the original agreement and the amendment is also included in the packet for your reference. Since that time, Daly City has provided the command and operational management of the Authority. Each Member Agency still determines the nature and extent of fire protection service it desires to be provided by the NCFCA and is financially responsible for paying the cost of such service. But the Board of Directors of the NCFCA does not manage the day-to-day operations of the fire department, nor does it determine the manner in which NCFCA will deploy its resources or establish relationships with other departments through mutual aid agreements and similar arrangements. The primary function of the NCFCA Board is to allocate the total operating

cost of the Authority among its Member Agencies, based upon the level of service to be received by each agency. This allocation is determined at an annual meeting of the Board and few, if any, additional Board meetings are conducted or required.

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

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

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

The Amended and Restated Joint Powers Agreement was approved by the NCFCA Board of Directors on May 24, 2012. The Restated JPA will now need to be approved by each of the Member Agencies. Upon approval, the Restated JPA Agreement will completely amend and replace the original agreement and the first amendment.

**Fiscal Impact:**

None.

**Measure of Success:**

Approval of the Amended and Restated JPA Agreement by the City Councils of Brisbane, Pacifica and Daly City.

**Attachments:**

1. Amended and Restated Joint Powers Agreement For The North County Fire Authority.
2. Original Joint Powers Agreement dated June 11, 2001.
3. First Amendment to Original Agreement dated 2003.

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
City Manager

**RESOLUTION NO. 2012-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
BRISBANE APPROVING AN AMENDED AND RESTATED JOINT  
POWERS AGREEMENT FOR THE NORTH COUNTY FIRE  
AUTHORITY**

**WHEREAS**, the City of Brisbane ("Brisbane") and the City of Pacifica ("Pacifica") executed a Joint Powers Agreement dated June 11, 2001 (the "JPA Agreement") to establish the North County Fire Authority ("NCFA"); and

**WHEREAS**, Brisbane and Pacifica amended the JPA Agreement by a First Amendment dated 2003, to allow the admission of additional member agencies; and

**WHEREAS**, in October, 2003, the City of Daly City ("Daly City") became a member of the NCFA; and

**WHEREAS**, for the purpose of updating the JPA Agreement to reflect the manner in which the NCFA is currently operating, an Amended And Restated Joint Powers Agreement For The North County Fire Authority (the "Restated JPA Agreement") was prepared, a copy of which is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, on May 24, 2012, the Restated JPA Agreement was reviewed and approved by Board of Directors of the NCFA; and

**WHEREAS**, it is necessary for the Restated JPA Agreement to also be approved by Brisbane, Pacifica and Daly City, constituting all of the Member Agencies,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Brisbane as follows:

1. The Restated JPA Agreement attached hereto as Exhibit A is hereby approved.
2. The Mayor of Brisbane is authorized and directed to execute the Restated JPA Agreement for and on behalf of the City of Brisbane.
3. The City Clerk shall transmit a copy of the executed Restated JPA Agreement to the Secretary of the NCFA and shall obtain counterpart copies of the Agreement with signatures by the other Member Agencies.

\_\_\_\_\_  
Mayor

I hereby certify that the foregoing Resolution No. 2012-09 was duly and regularly adopted at the regular meeting of the Brisbane City Council on June 4, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Sheri Marie Spediacci, City Clerk

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

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

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

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

**SECTION ONE – PURPOSE**

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

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

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

## SECTION TWO – DEFINITIONS

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

## SECTION THREE – ESTABLISHMENT OF NORTH COUNTY FIRE AUTHORITY

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

#### SECTION FOUR - TERM

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

#### SECTION FIVE – POWERS OF THE AUTHORITY; SETTLEMENT OF CLAIMS

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

#### SECTION SIX – BOARD OF DIRECTORS

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



## SECTION SEVEN – ADMINISTRATIVE COMMITTEE

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

## SECTION EIGHT – SECRETARY OF THE AUTHORITY

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

## SECTION NINE – TREASURER OF THE AUTHORITY

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

## SECTION TEN – ADMISSION OF ADDITIONAL MEMBER AGENCIES

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

## SECTION ELEVEN – WITHDRAWAL

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

## SECTION TWELVE – DISPOSITION OF ASSETS UPON WITHDRAWAL OF MEMBER

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

## SECTION THIRTEEN – TERMINATION OF AUTHORITY

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

**Balance of this page intentionally left blank**

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

CITY OF DALY CITY  
a Municipal Corporation

CITY OF PACIFICA  
a Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
City Clerk

Approved as Form:

\_\_\_\_\_  
City Attorney

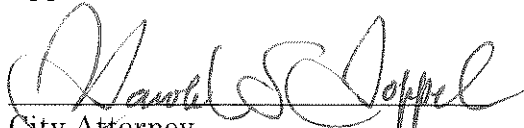
\_\_\_\_\_  
City Attorney

CITY OF BRISBANE  
a Municipal Corporation

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as Form:

  
\_\_\_\_\_  
City Attorney

**JOINT POWERS AGREEMENT  
ESTABLISHING THE NORTH COUNTY FIRE AUTHORITY**

This Agreement is dated 6/11/01 and is entered into by the following public agencies: City of Brisbane and City of Pacifica. (hereinafter "Member Agencies").

**RECITALS**

This Joint Powers Agreement is predicated upon the following:

1. The parties are public corporations or entities organized and operating under the laws of the State of California.
2. The Member Agencies have the authority to perform and do perform fire suppression activities, Emergency Medical Services with their respective fire agencies, and other related activities.
3. The Member Agencies are desirous of improving the quality and level of Fire and Emergency Medical Services within their communities through the sharing of resources and expertise.
4. The respective Member Agencies are authorized to contract with each other for the joint exercise of common power pursuant to Government Code sections 6500 through 6518.

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

**SECTION ONE – PURPOSE**

- A. The purpose of this Agreement is to enhance the quality of service and to better utilize available resources. To accomplish this, the parties establish a single public authority to manage and coordinate the provision of various Fire and Emergency Medical services in Northern San Mateo County.
- B. As a further objective of the Agreement, the Joint Powers Authority may coordinate the activities and operations of the respective Member Agencies' Fire/Emergency Medical Services with other jurisdictions to achieve the most efficient and effective delivery system possible to the benefit of the communities involved.

**SECTION TWO – DEFINITIONS**

- A. "Member Agency" shall mean any public agency which is a signatory and party to this Agreement

- B. "Fire and Emergency Medical Services" shall mean the provision of fire suppression, prevention, training, public education Emergency Medical Services and related activities.
- C. "Mutual Aid Agreements", "Automatic Aid Agreements", "Deployment Plan", and "Greater Alarm Plan" shall mean those existing and future agreements between public agencies which have been developed to ensure a comprehensive and effective response to fires and medical calls within the jurisdictions of the Member Agencies and other fire and medical agencies
- D. "Cost/Allocation Formula" shall mean that formula approved by the Board of Directors of this Authority (the "Authority") for the sharing of cost incurred in performing the purposes of this Authority.

### SECTION THREE – ESTABLISHMENT OF NORTH COUNTY FIRE AUTHORITY

The Member Agencies hereby create an entity to be known as the North County Fire Authority (hereinafter referred to as "Authority"). The Authority shall be an entity that is separate from the Member Agencies and shall be responsible for the administration of this Agreement.

The Member Agencies may enter into separate agreements regarding the contractual and financial relationship between parties for various services including but not limited to administration and management, training, and purchasing and supplies.

The formation of the North County Fire Authority does not alter the existing labor agreements between the member agencies and the International Association of Firefighters, Local 2400.

### SECTION FOUR – TERM

This Agreement shall be effective July 1, 2001 and shall continue in effect until terminated as provided herein.

### SECTION FIVE – POWERS OF THE AGENCY

The Authority shall have the power to make and enter into contracts and subcontracts; to employ agents and employees; to incur debts, liabilities or other obligations; to apply for, receive and utilize funds from all available sources, including federal, state and local funds; to make payments due under contracts, grants, or any other source authorized and approved by the Board of Directors; to take such actions as necessary to implement or fulfill obligations entered into; to pursue those actions and activities necessary to ensure the cost effective and efficient operation for the purposes set forth above and to do all other acts deemed necessary or convenient to achieve the purposes and objectives of the Authority.

### SECTION SIX – BOARD OF DIRECTORS

The City Council or Board of Directors of each Member Agency shall appoint two Representatives and two Alternates to serve on the Board of Directors. The Board of Directors

---

shall elect one of its members to serve as Chairperson and one member as Vice Chairperson. The Board of Directors shall hold publicly noticed meetings as needed but at least annually. Meetings shall be held in San Mateo County at a place(s) to be designated. The Board of Directors shall be responsible for establishing the policy of the Authority, approving contracts, resolving claims and taking such other action as necessary to achieve the purposes established above.

A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business.

#### SECTION SEVEN – DUTIES OF GOVERNING BOARD

A. The Board of Directors shall have the following powers:

1. Manage, coordinate and provide those range of services and levels of service to each Member Agency as established by that Member Agency within their respective jurisdictions. The provision of the required type and levels of service provided shall be dependent on that Member Agency providing the necessary resources to meet such requirements;
2. Make and enter into contracts or sub-contracts to receive or provide services to the Member Agencies;
3. To receive contributions, donations or grants of property, funds, services, or other forms of assistance from any source;
4. To coordinate its activities with other Joint Powers Authorities or public agencies in pursuing the common purposes set forth above;
5. To pursue, on behalf of the Member Agencies, cost effective, efficient, and integrated approaches to the provision of Fire, Emergency Medical, and other services within the jurisdictional limits of the Member Agencies and in coordination and cooperation with other agencies or Joint Powers Authorities established for the same purposes.

#### SECTION EIGHT – ADMINISTRATIVE COMMITTEE

A. An Administrative Committee shall be made up of the City Manager, or his or her representative, from each of the Member Agencies. The Administrative Committee shall, through its Chair, be responsible for the coordination and operation of the Authority on a day to day basis and ensure that the policies and direction of the Board of Directors is implemented operationally and administratively within the respective member agencies jurisdictional limits. The committee shall take those actions necessary to modify inter-jurisdictional responses under Mutual Aid Agreements, Automatic Aid Agreements, and the Greater Alarm Plan to operationally implement this Agreement.

- B Designated representatives shall elect a Chair and Vice Chair of the Administrative Committee and a quorum shall consist of a majority of the Member agencies to this Agreement

#### SECTION NINE – SECRETARY OF AUTHORITY

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

#### SECTION TEN – TREASURER OF THE AGENCY

The Board of Directors shall designate a Treasurer of the Authority from its Member Agencies; such Member Agency is hereby designated to be the depository and have custody over all money of the Authority without regard to its source and shall maintain all financial records on behalf of the Authority. The Treasurer shall also act as Controller for the Authority and shall perform all such functions such as disbursement of revenues, payment of outstanding obligations of the Authority and other similar functions.

#### SECTION ELEVEN – WITHDRAWAL

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

#### SECTION TWELVE – DISPOSITION OF ASSETS UPON WITHDRAWAL OF A MEMBER AGENCY

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

#### SECTION THIRTEEN – TERMINATION; DISPOSITION OF ASSETS

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

---

SECTION FOURTEEN - AMENDMENT

This Agreement may be amended from time to time with the written consent of the majority of the Member Agencies

CITY OF PACIFCA

By:   
David Carmany  
City Manager

ATTEST:

By:   
Flo Derby  
City Clerk

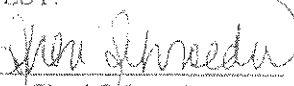
APPROVED AS TO FORM:

  
Cecilia Quick  
City Attorney

CITY OF BRISBANE

By:   
Clayton Holstine  
City Manager

ATTEST:

By:   
Sheri Schroeder  
City Clerk

APPROVED AS TO FORM:

  
Harold Toppel  
City Attorney



**FIRST AMENDMENT TO  
JOINT POWERS AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_, 2008, between the CITY OF BRISBANE ("Brisbane") and the CITY OF PACIFICA ("Pacifica") is made with reference to the following facts:

A. Brisbane and Pacifica entered into a Joint Powers Agreement dated June 11, 2001, establishing a joint powers agency known as the North County Fire Authority (the "JPA Agreement").

B. Brisbane and Pacifica desire to amend the JPA Agreement to allow the admission of additional member agencies to the North County Fire Authority.

NOW, THEREFORE, it is agreed as follows:

1. The words and phrases used in this Amendment shall have the same meanings as defined in the JPA Agreement.
2. A new Section Fifteen is added to the JPA Agreement, to read as follows:

**SECTION FIFTEEN – ADMISSION OF ADDITIONAL MEMBER AGENCIES**

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

---

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

CITY OF BRISBANE  
a Municipal Corporation

CITY OF PACIFICA  
a Municipal Corporation

By \_\_\_\_\_

By \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
City Clerk

Approved as Form:

\_\_\_\_\_  
City Attorney

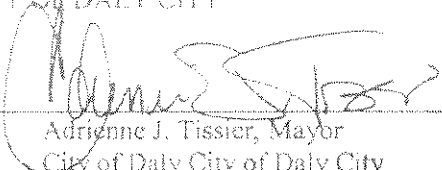
\_\_\_\_\_  
City Attorney

---

IN WITNESS WHEREOF, the City of Daly City by City Council action on November 10, 2003 (Resolution 03-281) agrees to be bound by all of the terms and provisions of the *Joint Powers Agreement Establishing the North County Fire Authority*, and the *First Amendment to Joint Powers Agreement*, and hereby elects to participate as a Member Agency of the *Joint Powers Agreement Establishing the North County Fire Authority*.


CITY OF DALY CITY

By:

  
Adrienne J. Tissier, Mayor  
City of Daly City of Daly City

ATTEST:

By:

  
Helen R. Flowerday  
City Clerk

APPROVED AS TO FORM:

By:

  
Stan Gustavson  
City Attorney