

ACKNOWLEDGMENT OF RECEIPT AND ACCEPTANCE OF TERMS OF THE  
PARTICIPATING EMPLOYER AGREEMENT BY AND BETWEEN  
SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SBCERA)  
AND CONSOLIDATED FIRE AGENCIES JOINT POWERS AUTHORITY (CONFIRE)

**WHEREAS**, CONSOLIDATED FIRE AGENCIES JOINT POWERS AUTHORITY (CONFIRE) seeks to become a participating employer of the SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SBCERA);

**WHEREAS**, the SBCERA Board has approved CONFIRE's application for membership as a participating employer in SBCERA;

**WHEREAS**, each member agency of CONFIRE is jointly and severally liable for any actuarial unfunded liability;

**WHEREAS**, CONFIRE and SBCERA entered into the attached Participating Employer Agreement, effective July 1, 2023, (Agreement) regarding the terms and membership in SBCERA;

**NOW, THEREFORE**, in consideration of being granted membership in SBCERA, CONFIRE, by and through each agency member hereby accepts and agrees that, as of the effective date noted in the Agreement, shall be jointly and severally bound by all terms and conditions of the Agreement attached hereto, as if each member agency of CONFIRE had been an original signatory thereto.

Each member agency executes this document acknowledging receipt of the Agreement and agrees to be subject to such terms of the Agreement.

CONSOLIDATED FIRE AGENCIES  
Joint Powers Authority

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name: Nathan Cooke

Title: Interim Director

[See Next Page for Member Agencies Signatures]

APPLE VALLEY FIRE PROTECTION  
DISTRICT

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

CHINO VALLEY INDEPENDENT FIRE  
DISTRICT

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

CITY OF COLTON

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

CITY OF LOMA LINDA

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

RANCHO CUCAMONGA FIRE  
PROTECTION DISTRICT

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

CITY OF REDLANDS

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

CITY OF RIALTO

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

SAN BERNARDINO COUNTY FIRE  
DISTRICT

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

CITY OF VICTORVILLE

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:

ATTACHMENT: Participating Employer Agreement by and Between SBCERA and CONFIRE

PARTICIPATING EMPLOYER AGREEMENT  
BY AND BETWEEN SAN BERNARDINO COUNTY EMPLOYEES'  
RETIREMENT ASSOCIATION (SBCERA) AND CONSOLIDATED FIRE  
AGENCIES JOINT POWERS AUTHORITY (CONFIRE)

This Agreement is made and entered effective as of the 1<sup>st</sup> day of July 2023 by and between SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (SBCERA) and CONSOLIDATED FIRE AGENCIES (CONFIRE) Joint Powers Authority (EMPLOYER), a district defined in Government Code section 31468.

**RECITALS**

**WHEREAS**, SBCERA is a public retirement system organized and existing pursuant to the provisions of the County Employees—Retirement Law of 1937, Government Code sections 31450, et seq (CERL);) and operating under CERL, the Public Employees' Pension Reform Act of 2013 (Government Code section 7522) (PEPRA) and other applicable law;

**WHEREAS**, SBCERA is governed by the SBCERA Board of Retirement (BOARD) consisting of nine regular members and two statutory alternate members. The BOARD is responsible for oversight of SBCERA investments and administration;

**WHEREAS**, EMPLOYER is a Joint Powers Authority (JPA), created on September 21, 1990, pursuant to the joint powers authorization of the California Government Code, located in San Bernardino County California established to provide communication, dispatch, computer information systems support, and geographic information systems to EMPLOYER members and contract agencies (Attached hereto as Exhibit A and incorporated by reference: Joint Powers Agreement effective September 21, 1990, Joint Powers Agreement (Third Amended and Restated) effective March 23, 2021, and EMPLOYER By-Laws);

**WHEREAS**, EMPLOYER, as of the date of this Agreement, consists of the following JPA member agencies ("Member Agencies"):

- Apple Valley Fire Protection District
- Chino Valley Independent Fire District

- City of Colton
- City of Loma Linda
- Rancho Cucamonga Fire District
- City of Redlands
- City of Rialto
- San Bernardino County Fire District
- City of Victorville;

**WHEREAS**, EMPLOYER is a “district” as defined by Government Code section 31468, and is therefore eligible to participate in SBCERA pursuant to the CERL;

**WHEREAS**, on May 30, 2023, the governing body of EMPLOYER, pursuant to Government Code Section 31557, adopted, by more than a two-thirds vote, a resolution for inclusion of EMPLOYER and its employees in SBCERA, effective upon the consent of the BOARD (Attached hereto as Exhibit B);

**WHEREAS**, on July 6, 2023, BOARD adopted Resolution 2023-03 accepting EMPLOYER as an SBCERA Participating Employer (Attached hereto as Exhibit C), subject to the full-execution of this agreement (“Participation Agreement”);

**WHEREAS**, all of the former and present officers and employees, including retirees of EMPLOYER who have been reported to SBCERA as members through San Bernardino County (COUNTY) payroll system shall retain the continuity of their service within SBCERA notwithstanding the separation of the EMPLOYER from the COUNTY with respect to each of their participation in SBCERA as a “participating employer” under this Participation Agreement.

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## **AGREEMENT**

NOW, THEREFORE, pursuant to the CERL, PEPRA, the SBCERA By-Laws, currently in effect and as may be amended in the future, and the terms and conditions set forth herein including without limitations the recitals set forth above which are incorporated herein by this reference, and subject to approval of the BOARD by Resolution No. 2023-03 as contemplated below, EMPLOYER and BOARD hereby agree, as a condition of EMPLOYER's participation in SBCERA, to the terms set forth below, and the EMPLOYER represents and warrants that it has provided a copy of this Participation Agreement to all of the Member Agencies and all member agencies shall acknowledge receipt of the Participation Agreement.

## **ARTICLE I**

### **Eligibility for Membership**

1.1 Covered Employees. This Agreement applies to former employees, now either deferred or retired members of SBCERA, and-current and future employees of EMPLOYER ("EMPLOYEES") who shall meet the applicable membership eligibility requirements as set forth in the CERL, PEPRA, and SBCERA By-Laws.

1.2 Employees Not Eligible for Membership. As of the date of this agreement, temporary, intermittent, seasonal, and part-time employees are excluded and exempt from membership in SBCERA. EMPLOYER acknowledges that no employee who is excluded from membership will be reported to SBCERA. Should any employees not eligible for membership as of the date of this agreement become eligible at some time in the future, SBCERA shall notify EMPLOYER.

1.3 Type of Membership. EMPLOYER agrees and warrants that EMPLOYER does not employ positions that are active law enforcement or active fire suppression. Therefore, all EMPLOYEES covered under this agreement shall be classed as "General" members of SBCERA for retirement purposes.

1.4 Tiers. As of the effective date of this Agreement, SBCERA has two tiers of membership. Tier 1 members are those with an SBCERA membership date prior to January 1, 2013, or who join SBCERA with reciprocity from a California public retirement system as to which they have a membership date prior to January 1, 2013. Tier 1 members are provided a retirement allowance, and related benefits, that conform to the requirements of CERL, as amended from time to time, including as modified by PEPR. Tier 2 members are those with an SBCERA, and reciprocal plan if any, membership date on or after January 1, 2013. Tier 2 members may only participate in SBCERA and be provided a retirement allowance formula, and related benefits, that conform to the requirements for “new members” under PEPR, and subject to other rights and obligations as set forth in CERL. EMPLOYER understands it is responsible for accurately reporting tier placement and erroneous tier placement may result in overpayment or underpayment of EMPLOYER and / or EMPLOYEE contributions.

1.5 Member Enrollment. Upon execution of this Agreement, the EMPLOYER shall submit to SBCERA an Enrollment Affidavit for each eligible employee along with a copy of a Birth Certificate or naturalization papers. EMPLOYER agrees to enroll all future eligible EMPLOYEES under the terms and conditions prescribed by SBCERA.

1.6 Change in Employment Status. In the event an EMPLOYEE transitions from an eligible position to an excluded position, EMPLOYER shall notify SBCERA immediately upon the change and cease collecting and reporting employee contributions for the excluded EMPLOYEE.

## ARTICLE II

### **Compensation Earnable and Pensionable Compensation**

2.1. Determination. The BOARD is required by Government Code sections 31461 and 31542, and SBCERA Benefits Policy No. 026, *Compensation Earnable and Pensionable Compensation Assessment* to determine compensation earnable for Tier 1 members. The BOARD is required by Government Code sections 7522.10 and 7522.34, and Benefits Policy No. 026 to determine pensionable compensation for Tier 2 members.

2.2. Items of Compensation. EMPLOYER shall submit to SBCERA items of compensation paid to its employees Tier 1 and 2 for review and determination by the BOARD. For any future item of compensation offered by the EMPLOYER to its employees, prior to reporting to SBCERA, the EMPLOYER shall request a determination regarding inclusion in compensation earnable or pensionable compensation, and EMPLOYER shall only report contributions on the respective item if such item is approved as compensation earnable and/or pensionable compensation by the BOARD.

2.3. Changes to Determination. The BOARD may find it necessary from time to time to amend its determinations regarding compensation earnable and pensionable compensation based on changes in law by the California legislature, or changed facts and circumstances, interpretations of law by courts of competent jurisdiction and the BOARD, and EMPLOYER agrees to cooperate in the implementation of such changes as required and directed by SBCERA.

### **ARTICLE III**

#### **Funding and Contributions**

3.1. Contributions. SBCERA retirement and related benefits are funded through contributions paid by participating employers, active members, and earnings from SBCERA investments. Employer contribution requirements are determined by the BOARD based on periodic actuarial valuations performed under state law and other applicable rules, including rules that apply to SBCERA's consulting actuary. The BOARD reviews and sets contribution rates, and increases or decreases contribution rates, based on yearly actuarial valuations.

3.2. Employer Contributions. Upon receipt of notice regarding the employer contribution rate, EMPLOYER shall timely transmit such funds to SBCERA. (Government Code section 31543.4). Pursuant to Government Code section 31582 and SBCERA General Policy No. 010, *Pre-Funding of Contributions*, EMPLOYER may pre-fund required annual actuarially determined employer contribution to SBCERA, provided, however, that the Board retains the authority to require contributions, including interest,



needed from any participating employer to fund the retirement system in the sole and exclusive determination of the BOARD. (Government Code section 31454.7.)

3.3. Employee Contributions. Along with employer contributions, employee contributions are set annually and any changes to the rates are determined by the BOARD based upon the annual valuation and triennial experience study by SBCERA's consulting actuary. EMPLOYER shall transmit employee/member contributions to SBCERA through payroll deductions based on the appropriate membership classification (i.e. General) and retirement tier. Transmittal of employee contributions shall take place at the end of each pay period.

3.3.1. Tier 1 Employee Contributions. EMPLOYER shall transmit to SBCERA Tier 1 employee contributions based on a percentage of the individual employee's compensation based on their age at entry into SBCERA membership (or reciprocal system membership as approved by SBCERA).

3.3.2. Tier 2 Employee Contributions. EMPLOYER shall transmit to SBCERA Tier 2 employee contributions based on the uniform rate for all Tier 2 members recommended by the actuary and adopted by the BOARD, applied to each individual employee's pensionable compensation, regardless of age.

3.4. Sharing of Normal Costs: For EMPLOYEES who are Tier 2 members with a membership date on or after January 1, 2013, the EMPLOYER shall not pay any of the required employee contribution using EMPLOYER funds. (Government Code section 7522.30)

3.5. Late Transmittal of Contributions. As authorized by Government Code section 31580.1 and the California Constitution, EMPLOYER shall be assessed an interest (assumed rate of return in effect) and/or penalty for late payments of contributions at the actuarially adopted assumed rate of investment returns. SBCERA shall invoice for additional payment of interest for late payment of contributions and EMPLOYER shall submit the payment of interest within thirty (30) calendar days, including all outstanding contributions, if payment of the outstanding contributions has yet to be transmitted to SBCERA.

3.6. Failure to Transmit Required Contributions. If the EMPLOYER fails to transmit the required employer contributions, SBCERA reserves the right to (1) compel payment of the required contributions through litigation; (2) treat the EMPLOYER as a withdrawn/terminated employer and terminate participation, including its employees' membership with SBCERA and pursue corrective measures and remedies to collect any unfunded liability arising from the EMPLOYER's retirement contribution obligation and liability; or (3) pursue any other means necessary to obtain full payment of all employee and employer contributions. (Government Code section 31454.7 and General Policy No. 021) In the event SBCERA is forced to compel payment of contributions through litigation, EMPLOYER shall be liable for costs incurred by SBCERA including, but not limited to, attorneys' fees and costs.

## **ARTICLE IV**

### **Term and Termination**

4.1. Term. EMPLOYER shall remain a participating employer so long as the EMPLOYER timely transmits employer and employee contributions and/or a Termination Triggering Event does not occur. EMPLOYEES shall remain members of SBCERA so long as they remain actively employed in covered positions with EMPLOYER and do not withdraw their member contributions from SBCERA after termination of employment with EMPLOYER.

4.2. Termination. EMPLOYER's participation in SBCERA may be terminated in a manner authorized by the CERL, BOARD policy, or other applicable law.

4.3. Termination Triggering Events. The following events shall be deemed a termination by EMPLOYER, subject to ratification by the BOARD that a "Termination Event" has occurred:

- Ceasing to enroll new hires;
- Material and expected long-lasting reduction covered in payroll;
- Failure to pay employer and/or employee contributions within 30 days from the required transmittal date;

- Only has retired employees, who are no longer on payroll, but are members of SBCERA;
- Transfer to a different public retirement system;
- Petition of Withdrawal by district employees (Government Code section 31564);
- Dissolution of, or ceasing operations of, the Joint Powers Authority; and/or
- Bankruptcy of EMPLOYER or one or more member agencies.

SBCERA General Policy No. 020, *Participating Employer Termination and Terminal Funding Obligation*, and any future amendments to the Policy are incorporated by reference.

4.4. Liability upon Termination. To ensure proper funding and competency of the assets of SBCERA to timely pay benefits, pursuant to Government Code section 31453.5, the BOARD may determine EMPLOYER contributions based on normal contribution rate, as well as the portion of liability not provided by the normal contribution rate. Under any circumstance of termination, the EMPLOYER shall remain liable to SBCERA for EMPLOYER's respective share of any unfunded liability of the system, as determined by BOARD. (Government Code section 31454.7)

4.5. Mutual Agreement of Liability. The Member Agencies of EMPLOYER as required by Government Code section 6508.2 shall mutually agree to remain liable for their respective apportionment of the EMPLOYER's contributions, employee contributions, and any unfunded liability due to SBCERA, but under all circumstances of a termination each Member Agency shall remain jointly and severally liable to SBCERA for any unfunded liability upon termination of EMPLOYER as required by Government Code section 31454.7.

4.6. Withdrawing Member Agency. If a member agency withdraws from the EMPLOYER's Joint Powers Authority Agreement, EMPLOYER shall notify SBCERA prior to the withdrawal no later than five (5) business days from the date member agency withdraws. Any withdrawal of a member agency may result in EMPLOYER being audited to determine if such withdrawal triggers a termination event.

## ARTICLE V

### Employer Transmittal

5.1. Employer Responsibility. Timely receipt of an accurate transmittal is required for SBCERA operations; thus, EMPLOYER is responsible for providing accurate data submitted in the transmittal file within the time specified by SBCERA and in the format as prescribed by SBCERA, subject to all policies adopted, including those adopted subsequent to the signing of this Agreement.

5.2. Failure to transmit the required information, including contributions, to SBCERA on a timely basis, may result in EMPLOYER being assessed interest and/or penalty as permitted by Government Code section 31580.1 and as may be set by the BOARD.

5.3 Underpayment or Overpayment of Contributions. EMPLOYER shall be responsible for collecting any underpayment of employee contributions and transmit to SBCERA by the next pay period. Failure to collect underpayment of contributions may result in interest being assessed to EMPLOYER. In case of an overpayment of EMPLOYER contributions, SBCERA will not refund any contributions to EMPLOYER. Rather, SBCERA shall apply overpaid EMPLOYER contributions to future EMPLOYER contributions and/or to any unfunded actuarial liability. In the case of overpayment of EMPLOYEE contributions, EMPLOYER will refund the overpayment. In the event of an underpayment of EMPLOYER or EMPLOYEE contributions for active EMPLOYEES, EMPLOYER shall make payment of underpaid contributions within ten (10) calendar days of notification of the underpayment by SBCERA; provided, however, that Tier 2 members may pay no less than one-half of the normal cost applicable to all time periods and EMPLOYER must collect those amounts and may not pay them on behalf of Tier 2 EMPLOYEES. EMPLOYER shall make arrangements with the affected EMPLOYEE(S) to recoup underpayments that the EMPLOYER has paid to SBCERA. In no event shall SBCERA be responsible for the collection of underpayments of EMPLOYEE contributions.

## ARTICLE VI

### Governmental Provisions

6.1. Compliance. EMPLOYER shall comply with all State, Federal, and local laws and regulations, including all SBCERA By-Laws and Policies, now in effect and as may be amended, insofar as such laws and regulations may be applicable to EMPLOYER.

6.2 Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of California. Should either party file a lawsuit over any matter arising out of this Agreement, said lawsuit will be filed and prosecuted in the Superior Court for the County of San Bernardino, State of California, and all parties hereto hereby consent to such venue and the personal jurisdiction of said court.

6.3 Interpretation. This Agreement has been negotiated at arm's length and between parties sophisticated and knowledgeable in the matters dealt with in this Agreement. Each party has had a full opportunity to have this Agreement reviewed by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including, without limitation, California's Civil Code Section 1654) or legal decisions that would require interpretation of any ambiguities in this Agreement against the party that has drafted it shall not be applicable and are hereby waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effectuate the purpose of the parties and this Agreement.

## ARTICLE VII

### Miscellaneous

7.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

7.2 Article and Paragraph Headings. The article and paragraph titles of this Agreement are inserted for convenience of reference. They constitute no part of this Agreement and are not to be considered in its construction.

///

7.3 Notices. Notices desired or required to be given hereunder will be in writing and will be deemed to have been given if made by hand delivery with signed receipt (or proof of service executed by an independent process server) or on the fourth (4<sup>th</sup>) business day after posting when mailed within the United States by first class registered or certified mail, postage prepaid, addressed to SBCERA and EMPLOYER at their respective addresses designated below, or to such other person or at such other address.

CONFIRE Agency  
Attention: Nathan Cooke, Interim Director  
Address:  
1743 Miro Way  
Rialto, CA 92376

San Bernardino County Employees Retirement Association  
Attention: Deborah S. Cherney, Chief Executive Officer  
Address:  
348 W. Hospitality Lane  
San Bernardino, CA 92408

7.4 Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7.5 Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. No waiver will be enforceable unless it is a written agreement executed by the party granting the waiver, making specific reference to this Agreement and reciting the parties' intention that it constitutes a waiver. Failure of either party to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

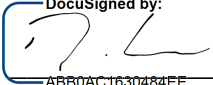
7.6 Merger. This Agreement, and the Exhibits attached hereto, will constitute the complete and exclusive statement of understanding between the parties, superseding all previous agreements, written or oral, and all other previous communication between the parties relating to the subject matter of this Agreement.

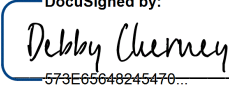
7.7 Changes and Amendments. SBCERA and EMPLOYER reserve the right to amend any such terms and conditions of this Agreement which may become necessary. Any revisions hereto will be accomplished by written agreement executed by both of the parties making specific reference to this Agreement and reciting the parties' intention that it constitutes an amendment.

7.8 Authorization. Both the SBCERA Chief Executive Officer and the CONFIRE Director are authorized to sign this Agreement on behalf of the BOARD and EMPLOYER, respectively.

CONSOLIDATED FIRE AGENCIES  
Joint Powers Authority


SAN BERNARDINO COUNTY  
EMPLOYEES' RETIREMENT  
ASSOCIATION

DocuSigned by:  
  
BY: \_\_\_\_\_  
Name: Nathan Cooke  
Title: Interim Director  
Dated: 7/12/2023

DocuSigned by:  
  
BY: \_\_\_\_\_  
Name: Deborah S. Cherney  
Title: Chief Executive Officer  
Dated: 7/11/2023

CONTRACT APPROVED AS TO FORM AND LEGALITY

SAN BERNARDINO COUNTY EMPLOYEES'  
RETIREMENT ASSOCIATION

DocuSigned by:  
  
BY: \_\_\_\_\_  
Name: Barbara M.A. Hannah  
Title: SBCERA Chief Counsel  
Dated: 7/12/2023





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

4           WHEREAS, these public agencies possess the power to consolidate public safety  
5 communications and operational programs by the execution and implementation of the  
6 Agreement.

7           NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL  
8 ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF  
9 THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND  
10 BETWEEN THE PARTIES HERETO AS FOLLOWS:

11           1.     Agency Established. Pursuant to the joint powers authorization of the  
12 California Government Code, the undersigned do hereby federate together in a  
13 cooperative agency for the joint and mutual operation of a centralized public safety  
14 communication agency and a cooperative program of fire protection and related  
15 functions, to be known as the Consolidate Fire Agencies of the East Valley, hereinafter  
16 designated as “CONFIRE,” which shall be a public entity separate form the parties to the  
17 Agreement.

18           2.     By-Laws. The Agency shall be subject to, and shall be governed by, those  
19 certain By-Laws, a copy of which is attached hereto, marked Exhibit “A” and by this  
20 reference made a part of this Agreement.

21           3.     Purpose. The purpose of this Agreement shall be as set forth in Section 1,  
22 above, and Article I of the By-Laws. The purpose shall be accomplished and carried out  
23 in the manner set forth in the By-Laws.

1           4.     Administration. CONFIRE, as established by this Agreement and as  
2 governed by its By-Laws, shall be the “Agency” to administer this Agreement, pursuant  
3 to joint powers provision of the Government Code of California.

4           5.     Membership. Each public agency signatory to this Agreement, and each  
5 additional public agency which may hereafter sign the Agreement, is a member of the  
6 Agency and is entitled to all the rights and privileges and subject to the obligations of  
7 membership, as provided in the By-Laws.

8           6.     Withdrawal of Membership. This Agreement shall remain in full force  
9 and effect as to all member agencies for a minimum of two (2) years from and after the  
10 effective date hereof. Thereafter, any party to this Agreement may cease to be a party  
11 hereto and may withdraw from membership in the Agency upon the adoption by its  
12 legislative body of a resolution of intention to withdraw and the giving of written notice  
13 thereof to the Chairman of the Board of Directors of the Agency and to each of the other  
14 public agencies signatory to this Agreement at least one hundred eighty (180) days prior  
15 to the end of the then current fiscal year.

16          7.     Powers and Debts of Authority. Agency shall have the power in its own  
17 name, to make and enter into contracts, to employ agents and employees, to acquire, hold  
18 and dispose of property, real and personal, to sue and be sued in its own name, and to  
19 incur debts, liabilities or obligations necessary for the accomplishment of the purpose of  
20 this Agreement. However, the debts, liabilities, and obligations of the Agency shall not  
21 constitute any debt, liability or obligation to any of the individual public agencies which  
22 are signatory to this Agreement. The Agency shall not have the power of eminent domain

1 nor the power to levy taxes, and its power generally shall be subject to the restrictions  
2 applicable to the Central Valley Fire Protection District.

3 8. Amendment. This Agreement may not be amended, except written  
4 agreement of all the parties, provided, however, that the By-Laws may be amended from  
5 time to time by the methods and means provided therein.

6 9. Duration of Agreement. This Agreement shall continue in effect until  
7 terminated by unanimous consent of the parties or until dissolution of the Agency in a  
8 manner provided in said By-Laws. Upon such termination, or dissolution, the non-grant  
9 assets remaining, including any surplus money, shall be disposed of in proportion to  
10 contributions made. Grant funded assets shall be disposed of in accordance with Federal  
11 and State regulations and instructions.

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

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

19 12. Board of Directors.

20 A. There is established a Board of Directors for the Agency which shall  
21 consist of a representative of the governing body of each member agency. The governing  
22 body of each member agency shall designate in writing to CONFIRE, the primary and  
23 alternate members to serve on the Board of Directors. At its annual meeting, the Board of

1 Directors shall select one of its members to serve as Chairperson of the Board until the  
2 next annual meeting. The Chairpersonship of the board of directors shall rotate annually  
3 in a fixed sequence among the members.

4 B. The Board of directors shall have the responsibility for the appointment of  
5 auditors, approval of new members, and approval of the annual budget and assessment  
6 schedule of the Agency, and the exercise of those powers granted to it by the By-Laws.

7 C. Each public agency which is a member of the Agency shall be entitled to  
8 one (1) Director on the board and shall be entitled to one (1) vote thereon. Such one vote  
9 may be cast only by the member agency's designated primary or alternate representative  
10 in attendance.

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

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

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

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

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

ATTEST:

CITY OF REDLANDS  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF LOMA LINDA  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF COLTON  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

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

ATTEST:

CITY OF RIALTO  
A Municipal Corporation

\_\_\_\_\_  
City Clerk

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

ATTEST:

SAN BERNARDINO COUNTY  
CONSOLIDATED FIRE AGENCY

\_\_\_\_\_  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of San Bernardino County Consolidated Fire Agency

ATTEST:

SAN BERNARDINO COUNTY  
CONSOLIDATED FIRE AGENCY

\_\_\_\_\_  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Chairman, Board of Supervisors of San Bernardino County, as Governing Body of Central Valley Fire Protection District

**JOINT POWERS AGREEMENT**  
**(Third Amended and Restated)**

This Joint Powers Agreement (“Agreement”) is by and between the public entities listed in **Exhibit A** (individually, a “Party,” and collectively, the “Parties”).

This Agreement is made and entered into **as of March 23, 2021** (“Effective Date”).

**RECITALS**

1. **Prior Agreements.** As authorized by Section 6500 of the Government Code, the Parties previously entered into a joint powers agreement relating to the operation of the Consolidated Fire Agencies (the “Existing Agreement”). The joint powers agreement was:
  - a. Effective on September 21, 1990; and
  - b. Amended on September 3, 2013 and September 17, 2013, and amended again on September 10, 2019.
2. **Desire to Amend.** The Parties desire to amend the Existing Agreement.

**AGREEMENT**

1. **Amendment and Restatement.** This Third Amended and Restated Agreement shall, on the Effective Date, supersede and replace the Existing Agreement.
2. **Agency Established.**
  - a. Pursuant to Section 6500 et seq. of the Government Code, the legislative body of each Party hereby authorizes, by entry into this Agreement, the joint exercise of powers common to the Parties to further the Purpose, defined below.
  - b. This joint exercise of powers shall be conducted by an agency or entity that is separate from the Parties to the Agreement and responsible for the administration of the Agreement.
  - c. The name of that agency or entity created by this Agreement is:

*Consolidated Fire Agencies (“CONFIRE”).*
3. **Purpose and Method.**
  - a. The purpose of CONFIRE and this Agreement is, for the benefit of those persons served by the Parties and those persons served by other agencies who contract with CONFIRE for services, to engage in any lawful act or activity that arises out of or relates to the operation of a regional public safety communication system and cooperative program of fire protection, rescue and emergency medical services system (the “Purpose”).



- b. By way of illustration and not by limitation, the Purpose includes:
- (1) the provision of hardware, software, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a regional public safety communications system; and
  - (2) a cooperative program for dispatch of fire and emergency medical services and related functions for the mutual benefit of the members of CONFIRE; and
  - (3) the provision of such services on a contract basis to other governmental agencies and private entities; and
  - (4) the provision of a forum for discussion, study, development and implementation of recommendations of mutual interest regarding public safety, communications, operations and related matters within Parties and contracting agencies.
- c. The method by which the Purpose will be accomplished is any lawful act that arises out of or relates to the Purpose.

**4. Powers of CONFIRE.** CONFIRE shall have:

- a. All of the powers common to the Parties necessary or appropriate to the Purpose except the power of eminent domain ("Powers").
- b. The Powers include, by way of illustration and not by limitation, the following:
  - (1) To sue and be sued;
  - (2) To acquire, hold, dispose of, convey and encumber the property, real and personal, and to create a leasehold interest in the property for the benefit of the Parties;
  - (3) To appoint and employ necessary employees, to define their qualifications and duties, and to provide a pay schedule for performance of their duties;
  - (4) To employ counsel;
  - (5) To enter into and perform all necessary contracts;
  - (6) To adopt a seal and alter it at its pleasure;
  - (7) To issue revenue bonds pursuant to Government Code section 6540, et seq.; and

- (8) To apply for, receive and disburse grants, loans, or other funds from any private or public entity.
5. **Restriction on Manner of Exercise of Powers of CONFIRE.** The Powers of CONFIRE, such as the powers of CONFIRE relating to bidding, contracting, and procurement, are subject to the restrictions upon the manner of exercising the Powers of the “Restriction Designee” designated below:
- a. By default, San Bernardino County Fire Protection District is the Restriction Designee.
  - b. Should San Bernardino County Fire Protection District withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be Rancho Cucamonga Fire Protection District.
  - c. Should both San Bernardino County Fire Protection District and Rancho Cucamonga Fire Protection District withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be Chino Valley Fire District.
  - d. Should San Bernardino County Fire Protection District, Rancho Cucamonga Fire Protection District, and Chino Valley Fire District, withdraw or otherwise cease to be a Party to this Agreement, the Restriction Designee shall be the remaining Party that is first in alphabetical order.
6. **Governance.** CONFIRE shall be governed by a Board of Directors and an Administrative Committee.
- a. **Board of Directors.**
    - (1) CONFIRE shall have a “Board of Directors,” which is hereby established and governed by the Brown Act.
    - (2) The Board of Directors shall consist of one elected official appointed by the legislative body of each Party.
    - (3) The legislative body of each Party shall designate in writing to CONFIRE its primary and alternate elected official to serve on the Board of Directors.
    - (4) The Board of Directors is responsible for:
      - (a) the appointment of a treasurer;
      - (b) the appointment of an auditor;
      - (c) providing recommendations to the governing bodies of the Parties regarding the addition of new parties to this Agreement; and
      - (d) approval of the annual budget and assessment schedule of CONFIRE.

- (5) The Board of Directors may establish rules governing its own conduct and procedure, including Board Bylaws and Policies that are consistent with this Agreement
- (6) A quorum for the transaction of all business by the Board of Directors shall exist when a simple-majority (50.1%) of the members are present. (or is lawfully present via teleconference).
- (7) No one serving on the Board of Directors shall receive any salary or compensation from CONFIRE.
- (8) At its annual organizational meeting, the Board of Directors shall:
  - (a) select one (1) of its Directors to serve as Chairperson of the Board of Directors and one Director to serve as the Vice Chairperson of the Board until the next annual meeting; and
  - (b) establish a regular meeting schedule for the coming year. Unless waived by the Board of Directors, the Board of Directors shall schedule at least two (2) regular meetings per year.

**b. Administrative Committee.** The purpose of the Administrative Committee is to meet regularly with the CONFIRE Director (and his/her staff) to provide advice, direction and consent on matters related to operations and administration.

- (1) CONFIRE shall have an “Administrative Committee,” which is hereby established and governed by the Brown Act
- (2) The Administrative Committee shall consist of the Fire Chief of each Party.
- (3) The legislative body of each Party shall designate in writing to CONFIRE its primary, and one (1) alternate individual, to serve on the Administrative Committee.
- (4) At its annual organizational meeting, the Administrative Committee shall:
  - (a) select one (1) of its Chiefs to serve as Chairperson of the Administrative Committee and one Chief to serve as the Vice Chairperson of the Administrative Committee until the next annual meeting; and
  - (b) establish a regular meeting schedule for the coming year.
- (5) The Administrative Committee is responsible for all matters relating to the conduct of CONFIRE as delegated by the Board of Directors.

- (6) The Administrative Committee may establish rules governing its own conduct and procedure.
- (7) A quorum for the transaction of all business by the Administrative Committee shall exist when two-thirds of the members are present (or is lawfully present via teleconference).
- (8) No one serving on the Administrative Committee shall receive any salary or compensation from CONFIRE.
- (9) Policies. The Administrative Committee may establish policies to govern the affairs of CONFIRE that are consistent with this Agreement and applicable law.
- (10) Subsidiary Committees.
  - (a) The Administrative Committee may establish subsidiary committees as it deems fit to:
    - (i) Exercise authority lawfully delegated by the Administrative Committee
    - (ii) Provide advisory recommendations to the Board of Directors or the Administrative Committee.
- (11) Except for those powers expressly reserved to the Board of Directors under this Agreement, the Administrative Committee has all express or implied powers which are consistent with applicable law and this Agreement.

**c. Voting.**

- (1) Board of Directors
  - (a) Each member of the Board of Directors shall cast one vote.
  - (b) A vote may only be cast by that Party's director (primary or alternate) who is physically present (or is lawfully present via teleconference).
- (2) Administrative Committee
  - (a) A member of the Administrative Committee, shall cast weighted votes set annually, effective July 1 based upon the dispatch incidents in the preceding Calendar Year as follows:
    - (i) A Party that had at least 50% of the dispatch incidents in the preceding Calendar Year, four (4) votes.

- (ii) A Party that had between 15% and 49.9% of the dispatch incidents in the preceding Calendar Year, two (2) votes.
- (iii) All other Parties, one (1) vote.

All transactions of business shall require a majority of eligible votes which may be different than the number of Parties.

Example: Based on eight agencies, if an agency has 50% of the dispatch incidents, they are entitled to four votes, and the remaining agencies are entitled to one vote, the number of eligible votes would be a total of eleven. In this case six votes would be required for a majority.

- (iv) In the event that all agencies are not represented (i.e. full quorum), no two agencies shall be able to authorize the transaction of business on behalf of CONFIRE. If two agencies represent a majority of eligible votes and are the only two agencies voting to authorize action, the Board of Directors shall convene a meeting to consider the proposed action.
- (b) A vote (weighted vote) may only be cast by that Party's Administrative Committee representative (primary or alternate) who is physically present (or is lawfully present via teleconference).
- (c) If a merger of a member agency takes place with another member or contract agency that party shall cast weighted vote/votes according to the criteria noted in Section 6.C.2 above.
- (d) Should the number of Parties decline due to withdrawal, involuntary termination, merger etc. the percentages noted in Section 6.C.2 shall be revisited so that no two members becomes a super majority.

**d. Vacancies.**

A vacancy shall immediately occur in the office of any director of the Board of Directors, or member of the Administrative Committee, upon the resignation or death of such person holding such office, or upon his/her ceasing to be an officer or employee of the Party that appointed him or her.

**7. Fiscal Contributions.**

**a. Dispatch and Dispatch-Related Services.**

- (1) Each Party shall pay its pro-rata share of all capital, operating, and related costs of CONFIRE that benefit all Parties (Universal Service).

- (2) Pro-rata share shall be calculated in the following manner:

All dispatched incidents originating in a Party's respective jurisdiction over the immediately preceding one (1) calendar year

*divided by*

All dispatched incidents dispatched by CONFIRE over the immediately preceding one (1) calendar year.

- b. Additional Services.** A Party or Parties shall pay for any additional services that are received or requested by the Party or Parties if those additional services (seat-based) are not also deemed by the Administrative Committee as a Universal Service, of general benefit to CONFIRE and made available to all Parties. Additional services shall be provided by CONFIRE at rates to be determined by the Administrative Committee.
- c. Other Costs and Expenses.** The Parties recognize that, from time-to-time, CONFIRE may incur costs and expenses which are not directly related to the provision of services to Parties. In addition to the payments specified in Sections 7.a and 7.b above, each Party shall pay its pro-rata share of such costs and expenses upon approval by the Administrative Committee.
- d. Ongoing Financial Obligations.** Each Party is responsible for its pro-rata share of any obligation which was incurred at a time when that entity was a Party. This shall include, by way of illustration and not limitation: long-term debt and multi-fiscal-year debt related to the above described Services, Costs and Expenses.
- (1) Pro-rata share shall be in the same proportion as that entity's pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
- (2) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- e. Billing.**
- (1) CONFIRE shall bill each Party for its Fiscal Contributions quarterly, unless a request is made and approved for bi-annual billing. The Parties shall pay the bill within sixty (60) days of receipt.
- (2) Any Party whose bill has not been paid within sixty (60) days may be deemed by CONFIRE to be in default and required to pay interest on the unpaid balance, not to exceed one (1) percent per month ("Defaulting Party").
- (3) CONFIRE has the power, at its option, to take the following action against a Defaulting Party:

- (i) commence an action in its own name against the Defaulting Party to recover the amount of the obligation due to CONFIRE hereunder; or
- (ii) suspend the voting rights of the Defaulting Party until all Fiscal Contributions have been paid; or
- (iii) involuntarily terminate the Defaulting Party as set forth in Paragraph 12, below.

**8. Accountability and Audits.** CONFIRE shall be strictly accountable for all funds and shall report all receipts and disbursements, as required by Government Code section 6505.

- a. Pursuant to Section 6505.6 of the Government Code, the Board of Directors may designate a CONFIRE employee as treasurer and auditor of CONFIRE as set forth in Section 6505.5.
- b. The CONFIRE treasurer and auditor shall perform the duties set forth in Section 6505 of the Government Code.
- c. The CONFIRE treasurer and auditor shall cause an independent audit of CONFIRE to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code.

**9. Indemnification.**

- a. To the furthest extent permitted by law, each Party, including CONFIRE, hereby agrees to defend, indemnify, and hold CONFIRE and the other Parties, and their respective officials, officers, agents, employees, and volunteers free and harmless from any and all liability or claims for personal injury, death, and property damage to the extent that it may arise from the indemnifying party's breach of this Agreement or negligent or otherwise tortious acts or omissions.
- b. CONFIRE and each Party shall procure and maintain their own general liability, auto, professional, and worker's compensation policies with limits set out in **Exhibit B**, as amended from time to time by the Board of Directors, attached hereto and incorporated herein by reference. To the extent that CONFIRE or any Party does not have an employee, workers compensation coverage shall not be required. CONFIRE and each Party may satisfy the insurance requirement set forth herein with an adequate self-insurance program or participation in a public agency insurance pool.

**10. Force Majeure.** Neither CONFIRE nor any of the Parties shall be held responsible or liable to any other Party or CONFIRE for any loss, damage or delay caused by accidents, strikes, lockouts, fire, flood, act of civil or military authority or by insurrection or riot or by any other cause which is beyond its control.

**11. Withdrawal.** Any Party may withdraw as a party to this Agreement as follows:

- a. Notice of Intent to Withdraw shall be given not less than eighteen (18) months prior to the proposed date that the withdrawal shall take effect.
  - (1) Notice of Intent to Withdraw shall be in writing and addressed to the Chairperson of the Board of Directors of CONFIRE at its primary address (currently 1743 Miro Way, Rialto CA 92376).
  - (2) Notice of Intent to Withdraw must be accompanied by a proof of service that notice was sent by certified mail with return receipt requested. Notice shall be considered given on the date of service.
- b. June 30 (11:59 p.m.), annually, shall be the only month and day on which a withdrawal shall take effect.
- c. No withdrawing Party shall be entitled to any payment for its interests or assets in CONFIRE upon withdrawal.
- d. Notwithstanding Paragraph 11.a., no Party may withdraw until they have:
  - (1) Either, paid in full their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt, pension obligations and multi-fiscal-year debt.
  - (2) Or, executed a contract with CONFIRE to pay for all outstanding debts and obligations that were incurred while they were a Party.

**12. Involuntary Termination.**

- a. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement upon a no less than a two-thirds vote of the Board of Directors, excluding the vote of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination shall be provided. The written notice of proposed termination shall identify the specific provisions of this Agreement that the Party has allegedly violated and provide notice of the right to provide a written response within ten (10) business days, either evidencing compliance with the terms of this Agreement or a plan to cure the default and a reasonable timeline acceptable to CONFIRE within which the Party subject to termination will diligently prosecute the same to completion.
- b. In the event that the Party subject to possible termination is unable to provide satisfactory evidence of their compliance with the Agreement or ability to cure the default, the Party subject to possible termination shall have the right to respond to the reasons for the proposed termination at the Board of Directors meeting prior to any vote regarding termination. Any vote for termination by the Board of Directors shall



be at least forty (40) business days after delivery of the written notice identified in Paragraph 12(a), above.

- c. Any Party that is involuntarily terminated in accordance with Paragraph 12(a), above, shall remain responsible for their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party. This shall include, by way of illustration and not limitation: long-term debt, pension obligations and multi-fiscal-year debt.

**13. Enforcement.**

CONFIRE is hereby given authority to enforce this Agreement. If suit is necessary to enforce any of the provisions of this Agreement, CONFIRE and the Parties shall pay their own reasonable attorney fees, regardless of who is the prevailing party.

**14. Dissolution.**

- a. This Agreement may be dissolved and terminated, in its entirety, by a Board of Directors' vote to terminate that is not less than ninety percent (90%) of the total number of votes of the then-remaining Parties.
- b. No assets may be distributed (divided or returned) until all outstanding debts and obligations have been resolved. Resolved means that each Party has:
  - (1) Either paid their pro-rata share of all outstanding debts and obligations that were incurred while they were a Party; or
  - (2) Executed a contract with CONFIRE to pay for all outstanding debts and obligations that were incurred while they were a Party.
  - (3) All assets of CONFIRE will be distributed in proportion to the contributions of the Parties during the fiscal year of dissolution.

**15. Debts.**

- a. To the furthest extent permitted by law, the debts, liabilities and obligations of CONFIRE shall not be the debts, liabilities, and/or obligations of the Parties.
- b. Notwithstanding Paragraph 15.a, with respect to the retirement liabilities of CONFIRE:
  - (1) The debts, liabilities and obligations of CONFIRE shall be the debts, liabilities, and/or obligations of the Parties.
  - (2) Pursuant to Section 6508.2 of the Government Code, the Parties agree to apportion CONFIRE's retirement obligations among themselves as follows:

- (a) Each Party is responsible for its pro-rata share of any retirement obligations of CONFIRE which were incurred at a time when that entity was a Party (“Retirement Obligation”).
- (b) Pro-rata share shall be in the same proportion as that entity’s pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
- (c) The pro-rata obligation of each Party is immediately binding on the Party at the time the obligation is incurred.
- (d) In the event that one Party is forced to pay the Retirement Obligation of another Party by virtue of joint and several liability with respect to retirement liabilities of joint powers authorities under A.B. 1912 (2018), affecting Sections 6508.1, 6508.2, 20574.1, 20575, and 20577.5 of the Government Code effective January 1, 2019:
  - i. The Party that failed to pay its Retirement Obligation (“Defaulting Party”) shall indemnify the Party that paid the Defaulting Party’s Retirement Obligation actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney’s and consultants’ fees and causes of action to property or persons (each a “Claim”) to the extent that the Claim arises out of, pertains to, or relates to the Defaulting Party’s failure to pay its Retirement Obligation (collectively, the Defaulting Party Indemnity”).
  - ii. Each Party hereby irrevocably waives sovereign immunity with respect to any assets it may have or later acquire to the extent necessary for another Party to recover under the Defaulting Party Indemnity.
  - iii. To the extent that a Defaulting Party is unable to satisfy its obligations under the Defaulting Party Indemnity by virtue of its insolvency (“Defaulting Party Insolvency”), the Retirement Obligation of each Party other than the Defaulting Party shall be increased in the amount of its pro-rata share of the Defaulting Party Insolvency in the same proportion as that entity’s pro-rata share determined pursuant to Section 7.a.2 of the Agreement.
  - iv. CONFIRE Assets, if applicable shall be utilized first to satisfy retirement obligations of a Defaulting Party before the remaining parties are obligated pay their pro-rata shares.

**16. Provisions Required by Law Deemed Inserted.**

- a. This Agreement is subject to all provisions of the Constitution and laws of California and the United States which: (1) govern, control, or affect CONFIRE and/or the Parties; or (2) the property, funds, operations, or powers of CONFIRE and/or the Parties.
- b. Such provisions are by this reference made a part of this Agreement.
- c. Any provision required by law to be included in this Agreement shall be deemed to be inserted; and, had that provision been included in the most recent former joint powers agreement of CONFIRE, then such provision shall be deemed inserted in the form set forth in the most recent former joint powers agreement of CONFIRE.

**17. Amendment.**

- a. This Agreement may be amended as follows:
  - (1) The Board of Directors adopts a Resolution recommending the amendment which will be presented to the governing body of each Party for ratification.
  - (2) The Amendment shall be effective when the required Resolution Recommending Amendment has been ratified by the governing bodies of all Parties. .

IN WITNESS WHEREOF, the undersigned public agencies have set their signature on the respective dates set forth below.

This document may be signed in duplicate originals or counterparts.

ATTEST:

APPLE VALLEY FIRE PROTECTION  
DISTRICT  
A Fire Protection District

Date: 04/06/2021

Date: 04/06/2021

*Danelle Fletcher*  
 Name: Danelle Fletcher  
 Title: Secretary I

By: *James Peratt*  
 Name: JAMES PERATT  
 Title: FIRE CHIEF

ATTEST:

CHINO VALLEY FIRE DISTRICT  
A Fire Protection District

Date:

Date:

Sandra Wodarck  
Name: Sandra A Wodarck  
Title: Admin Secy.

By: [Signature]  
Name: TIM SHACKELFORD  
Title: FIRE CHIEF

ATTEST:

CITY OF COLTON  
A Municipal Corporation

Date: 3/31/21

Date: 3/31/21

[Signature]  
Name: Dawn Miller  
Title: Executive Assistant

By: [Signature]  
Name: William R. Smith  
Title: City Manager

ATTEST:

CITY OF LOMA LINDA  
A Municipal Corporation

Date: 03/29/2021

Date: 03/29/2021

[Signature]  
Name: Barbara Nicholson  
Title: City Clerk


By: [Signature]  
Name: Phill Dupper  
Title: Mayor


ATTEST:

CITY OF REDLANDS  
A Municipal Corporation

Date: 3/25/21

Date: 

  
Name: JEANNE DONALDSON  
Title: CITY CLERK

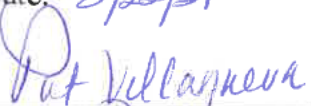
By:   
Name: PAUL T. BARICH  
Title: MAYOR

ATTEST:

CITY OF RIALTO  
A Municipal Corporation

Date: 3/22/21

Date: 3/22/21  
By: 

  
Name: Pat Villapueva  
Title: Executive Assistant


Name: BRIAN PARK  
Title: INTERIM FIRE CHIEF

ATTEST:

CITY OF VICTORVILLE  
A Municipal Corporation

Date:

Date:  
By: 


  
Name: Tony Camargo  
Title: Administrative Analyst


Name: Keith C. Madole  
Title: City Manager

ATTEST:

RANCHO CUCOMONGA FIRE  
PROTECTION DISTRICT  
A Fire Protection District

Date: April 7, 2021

Date: April 7, 2021  
By: 

  
Name: Linda A. Trojan, MMC  
Title: City Clerk Servs. Director


Name: L. Dennis Michael  
Title: Board President


ATTEST:

SAN BERNARDINO COUNTY FIRE  
PROTECTION DISTRICT  
A Fire Protection District

Date: 3-29-21

Date: 3-29-21

  
Name: Aurora Hernandez  
Title: Executive Assistant

By:   
Name: Dan Munsey  
Title: Fire Chief / Fire Warden

**EXHIBIT A**  
**TO**  
**JOINT POWERS AGREEMENT**  
**(Third Amended and Restated)**

The Parties to the Agreement are:

- **Apple Valley Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Apple Valley FPD”); and
- **Chino Valley Fire District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Chino Valley FPD”); and
- **City of Colton**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Colton”);
- **City of Loma Linda**, a charter city duly formed and existing under Art. XI, section 5 and section 7 of the California Constitution (“Loma Linda”);
- **City of Redlands**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Redlands”);
- **City of Rialto**, a general law city duly formed and existing under Art. XI, section 7 of the California Constitution (“Rialto”);
- **City of Victorville**, City of Victorville, a municipal corporation duly authorized and existing under Government Code Section 34000 et seq. (“Victorville”);
- **Rancho Cucamonga Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“Rancho Cucamonga FPD”); and
- **San Bernardino County Fire Protection District**, a fire protection district duly formed and existing under the Fire Protection District Law of 1987, Government Code section 13800 et seq. (“San Bernardino County FPD”).

**EXHIBIT B**  
**TO**  
**JOINT POWERS AGREEMENT**  
**(Third Amended and Restated)**  
  
**INSURANCE SPECIFICATIONS**

1. **Workers' Compensation/Employers Liability**

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing services on behalf of Party and all risks to such persons under this Agreement.

2. **Commercial/General Liability Insurance**

Party shall carry General Liability Insurance covering all operations performed by or on behalf of Party providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

3. **Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Party is transporting one or more non-employee passengers in performance of services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

4. **Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5. **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information,



intentional and/or unintentional release of private information, alteration of electronic information, extortion, network security, breach response cost, and regulatory fines and penalties.

**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 DIRECTORS 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 discussing 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 fourteen (14) 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 County Fire Department. 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 County Fire Department.

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. He/she 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, he/she may 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 forward 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 County Fire Department 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 County Fire Department 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 County Fire Department no later than the first day of December preceding the forthcoming fiscal year budget. It is stipulated that the percentage rate charged by the County Fire Department 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 the member agency involved. 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 Communication's 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 Special Districts Department, 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 Special Districts Department:
- 1) Coordinator of Communications. A County Fire Department 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) that 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 principals and as provided in the Agreement. The annual report shall be delivered to each member agency no 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 effected 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 numbers, 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.

**RESOLUTION NO. 2023 - 02****RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONSOLIDATED  
FIRE AGENCIES ("CONFIRE")****ADOPTION OF PARTICIPATION IN SAN BERNARDINO COUNTY  
EMPLOYEES' RETIREMENT ASSOCIATION ("SBCERA")**

**WHEREAS**, the Consolidated Fire Agencies ("CONFIRE") is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code; and

**WHEREAS**, CONFIRE was created on September 21, 1990, located in San Bernardino County, California, established to provide communication, dispatch, computer information systems support, and geographic information systems to CONFIRE members and contract agencies; and

**WHEREAS**, as of the date of this Resolution CONFIRE is governed by a Third Amended and Restated Joint Powers Agreement, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS**, CONFIRE, as of the date of this Agreement consists of the following JPA MEMBER AGENCIES:

- Apple Valley Fire Protection District
- Chino Valley Independent Fire District
- City of Colton
- City of Loma Linda
- Rancho Cucamonga Fire District
- City of Redlands
- City of Rialto
- San Bernardino County Fire District
- City of Victorville; and

**WHEREAS**, SAN BERNARDINO COUNTY EMPLOYEES' RETIREMENT ASSOCIATION ("SBCERA") is a public retirement system created and existing pursuant to the provisions of the County Employees' Retirement Law of 1937, Government Code sections 31450, et seq (CERL); and

**WHEREAS**, CONFIRE is a "district" as defined by Government Code section 31468, and is therefore eligible to participate in SBCERA pursuant to CERL; and

**WHEREAS**, SBCERA administers retirement and survivor benefits, and serves approximately 45,000 member and beneficiaries, and 16 participating employers; and

**WHEREAS**, CONFIRE wishes to provide to its employees the retirement benefits administered by SBCERA they previously received when being reported to SBCERA through the

SAN BERNARDINO COUNTY's reporting of contributions prior to the effective date of this Resolution; and

**WHEREAS**, CONFIRE is authorized by the CERL, Government Code section 31557 to have its employees become members of SBCERA, including membership with SBCERA for those employees who were reported to SBCERA through San Bernardino County's reporting of contributions; and

**WHEREAS**, the governing body of CONFIRE, pursuant to Government Code Section 31557, shall adopt, by more than a two-thirds vote, this Resolution for inclusion of CONFIRE and its employees in SBCERA, effective upon the consent of the SBCERA Board of Retirement.

**WHEREAS**, Section 15 of the Third Amended and Restated Joint Powers Agreement provides that the retirement liabilities of CONFIRE shall be liabilities and/or obligations of the Parties as set forth in AB 1912.

**NOW, THEREFORE, BE IT RESOLVED** that the governing Board of CONFIRE finds that it is the best interest of CONFIRE and its employees that CONFIRE join San Bernardino County Employees' Retirement Association as an SBCERA Participating Employer and hereby approves CONFIRE Joint Powers Authority joining SBCERA.

**BE IT FURTHER RESOLVED** that employees of CONFIRE shall be members of SBCERA, classified as General member for purposes of retirement benefits, and the governing Board of CONFIRE hereby approves providing continued retirement benefits to its employees through SBCERA.

**BE IT FURTHER RESOLVED** that each MEMBER AGENCY, existing and future, mutually agrees that each MEMBER AGENCY shall be jointly and severably liable for the entire retirement obligation and liability to SBCERA as set forth in Section 15 of the Third Amended and Restated Joint Powers Agreement for CONFIRE .


**BE IT FURTHER RESOLVED** that as required by Government Code section 31454.7, under all circumstances CONFIRE shall remain liable to SBCERA for its respective share of any unfunded liability of the systems, as determined by SBCERA.

**BE IT FURTHER RESOLVED** that the governing Board of CONFIRE authorizes its Director to take any action necessary to implement the intent of this Resolution, including working with SBCERA to draft an Agreement for CONFIRE reflecting the terms of its participation in SBCERA.

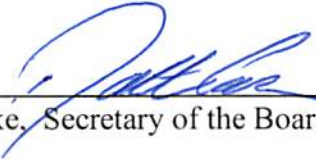
**BE IT FURTHER RESOLVED** that the Director of CONFIRE is requested to forward a certified copy of this Resolution to the Board of Retirement of the San Bernardino County Employees' Retirement Association asking for its consent to CONFIRE joining the Association.

**EFFECTIVE DATE:** This Resolution shall take effect immediately.

**PASSED, APPROVED, AND ADOPTED** this 30<sup>th</sup> day of May, 20 23.

  
\_\_\_\_\_  
Dr. Lynne Kennedy, Board President

ATTEST:

  
\_\_\_\_\_  
Nathan Cooke, Secretary of the Board



**SBCERA Resolution No. 2023- 3****RESOLUTION OF THE BOARD OF RETIREMENT APPROVING THE ADMISSION OF CONSOLIDATED FIRE AGENCIES AS A PARTICIPATING EMPLOYER, PURSUANT TO GOVERNMENT CODE SECTION 31557(b).**

**WHEREAS**, San Bernardino County Employees' Retirement Association (SBCERA) is a public retirement system created and existing pursuant to the provisions of the County Employees' Retirement Law of 1937, Government Code sections 31450, et seq (CERL);

**WHEREAS**, SBCERA is a cost sharing, multiple-employer defined benefit public pension plan; SBCERA serves approximately 46,000 members and beneficiaries, and 16 participating employers;

**WHEREAS**, the Consolidated Fire Agencies ("CONFIRE") is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code and has requested admission as an SBCERA participating employer "District" in compliance with section 31557(b) and continued membership of its employees in SBCERA;

**WHEREAS**, CONFIRE created on September 21, 1990, located in San Bernardino County, California, established to provide communication, dispatch, computer information systems support, and geographic information systems to CONFIRE members and contract agencies;

**WHEREAS**, CONFIRE, as of the date of this Agreement consists of the following JPA MEMBER AGENCIES (hereinafter "MEMBER AGENCY" and collectively "MEMBER AGENCIES"):

- Apple Valley Fire Protection District
- Chino Valley Independent Fire District

- City of Colton
- City of Loma Linda
- Rancho Cucamonga Fire District
- City of Redlands
- City of Rialto
- San Bernardino County Fire District; and
- City of Victorville

**WHEREAS**, Section 31557(b) of the California Government Code permits the Board of Retirement (Board) of the San Bernardino County Employees' Retirement Association (SBCERA) to admit as a plan sponsor "District" certain entities that meet the statutory definition of a "District" appearing at section 31468, and which request is approved by a two-thirds vote of the governing body of the requesting District;

**WHEREAS**, the Board has determined that the admission of the CONFIRE is in the public interest and is consistent with SBCERA's duties to its existing members and plan sponsors, in that the admission of the CONFIRE will provide for a secure retirement to the employees thereof, thereby advancing the CONFIRE's public mission, and that the admission of the CONFIRE can be accomplished without detriment to SBCERA's existing members and plan sponsors, since the CONFIRE will be fully obligated fund its own retirement costs; and

**WHEREAS**, on May 30, 2023, the governing body of CONFIRE, pursuant to Government Code Section 31557, adopted, by more than a two-thirds vote, a Resolution for inclusion of CONFIRE and its employees in SBCERA, effective upon the consent of the SBCERA Board of Retirement.

**NOW, THEREFORE, BE IT RESOLVED**, the SBCERA Board accepts CONFIRE as an SBCERA Participating Employer and hereby approves CONFIRE's employees continued participation in SBCERA, subject to successful negotiation and full execution of the Agreement.

**BE IT FURTHER RESOLVED** that employees of CONFIRE shall continue its membership with SBCERA and be classified as General member for purposes of retirement benefits, and the SBCERA Board hereby approves administering continued retirement benefits to CONFIRE employees through SBCERA.

**BE IT FURTHER RESOLVED** that each MEMBER AGENCY, existing and future, as mutually agreed between the MEMBER AGENCIES, that each MEMBER AGENCY shall be jointly and severally liable for its entire retirement obligation and liability to SBCERA as set forth in Section 15 of the Third Amended and Restated Joint Powers Agreement for CONFIRE.

**BE IT FURTHER RESOLVED** that as required by Government Code section 31454.7, under all circumstances CONFIRE shall remain liable to SBCERA for its respective share of unfunded liability of the system, as determined by the SBCERA Board.

**BE IT FUTHER RESOLVED** that the SBCERA Board authorizes its Chief Executive Officer to take any action necessary to implement the intent of this Resolution, including working with CONFIRE to draft an Agreement reflecting the terms of CONFIRE's participation in SBCERA and such Agreement shall be executed by the Director of CONFIRE. This Resolution and such participation in SBCERA shall be effective on July 1, 2023, the first date of the fiscal year.

**IN WITNESS WHEREOF**, the above Resolution for the San Bernardino County Employees' Retirement Association is hereby adopted by the Board of Retirement on this 6th day of July, 2023.

**SAN BERNARDINO COUNTY EMPLOYEES'  
RETIREMENT ASSOCIATION**

By: DocuSigned by:  
*Marc Bracco* 7/7/2023  
\_\_\_\_\_  
Marc Bracco, Chair

\* \* \* \* \*

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN BERNARDINO        )        ss.

I, **Deborah S. Cherney**, Secretary to the BOARD of SBCERA, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the BOARD, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of July 6, 2023.

DocuSigned by:  
*Deborah Cherney* 7/7/2023  
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Deborah S. Cherney