

### THIRD AMENDMENT TO JOINT POWERS AGREEMENT

THIS THIRD AMENDMENT TO JOINT POWERS AGREEMENT ("Amendment") is entered into this 13<sup>th</sup> day of AUGUST, 2013, by and between the following public agencies (the "Agencies") located in the County of San Mateo (the "County"), State of California.

Belmont Fire Protection District  
Coastside Fire Protection District  
Menlo Park Fire Protection District  
Redwood City Fire Department  
San Carlos Fire Department  
San Mateo County Fire Department  
Woodside Fire Protection District

WHEREAS, the South County Fire Protection Authority has disbanded and the Belmont Fire Protection District and San Carlos Fire Department have taken up the responsibility of fire suppression and emergency services for the cities of Belmont and San Carlos respectively; and

WHEREAS, the Point Montara Fire Protection District and the Half Moon Bay Fire Protection District have consolidated into the Coastside Fire Protection District and thereafter contracted with CAL Fire for fire suppression and emergency services; and

WHEREAS, the County has state-of-the-art computer aided dispatch equipment and has fully implemented a dispatch program which gives it the capability of serving the Agencies; and

WHEREAS, pursuant to the First Amendment to Joint Powers Agreement dated October 10, 1996 (the "Amendment") the Menlo Park Fire Protection District, Woodside Fire Protection District, Point Montara Fire Protection District, South County Fire Protection Authority, Redwood City Fire Department, Half Moon Bay Fire Protection District, and the San Mateo County Fire Department amended the Joint Powers Agreement; and

WHEREAS, on June 21, 1994 the County entered into an Agreement with Net Six to provide dispatch services to the Agencies; and

WHEREAS, the Belmont Fire Protection District, Coastside Fire Protection District, San Carlos Fire Department desire to remain as members of the public entity known as Net Six so as to continue their participation in the mutual services and benefits for which it was formed, and to receive, specifically, the benefit of computer aided dispatch communication services provided by the County to Net Six; and

WHEREAS, to collectively reflect the names of the current members of the Joint Powers Agreement, it is necessary to amend the Joint Powers Agreement.

NOW, THEREFORE, the Joint Powers Agreement shall be amended as follows:

1. Section 5, "Membership," of the Joint Powers Agreement is hereby amended to add:

(d) The Belmont Fire Protection District and San Carlos Fire Department, formerly known as South County Fire Protection District, shall remain as members of the Authority. Likewise, Coastside Fire Protection District, formerly known as Point Montara Fire Protection District and the Half Moon Bay Fire Protection District, shall remain as members of the Authority. The requirement of an initial membership fee is hereby waived. The Belmont Fire Protection District, Coastside Fire Protection District, and San Carlos Fire Department agree to abide by the terms and conditions of the Agreement for and in consideration of the benefits, protections and services provided to the member agencies under the agreement.

2. Section 18, "Notices" of the Agreement is hereby amended to the following as the last address:

Belmont Fire Protection District  
One Twins Lane, Suite #230  
Belmont, CA 12345  
Attn. Fire Chief

Coastside Fire Protection District  
1191 Main Street  
Half Moon Bay, CA 94019  
Attn. Fire Chief

Menlo Park Fire Protection District  
Park Fire Protection District  
170 Middlefield  
Menlo Park, CA 94025  
Attn. Fire Chief

Redwood City Fire Department  
755 Marshall Street  
Redwood City, CA 94063  
Attn. Fire Chief

San Carlos Fire Department  
755 Marshall Street  
Redwood City, CA 94063  
Attn. Fire Chief

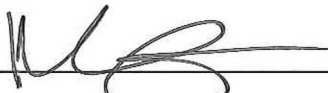
San Mateo County Fire Department  
320 Paul Scannell Drive  
San Mateo, CA 94412  
Attn. Fire Chief

Woodside Fire Protection District  
3111 Woodside Road  
Woodside, CA 94062  
Attn. Fire Chief


3. The effective date of this Amendment is August 13th, 2013.
4. Except as expressly modified by this Amendment, the Joint Powers Agreement dated April 28, 1994 and all terms and conditions contained in the aforementioned Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the dates indicated below.


BELMONT FIRE PROTECTION  
DISTRICT

BY:   
BY: Michael Keefe  
DATE: 8/13/13

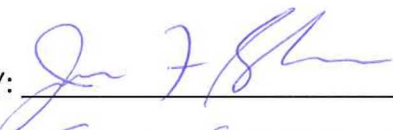
COASTSIDE FIRE PROTECTION  
DISTRICT

BY:   
BY: Scott J. Lambert  
DATE: 8-13-13

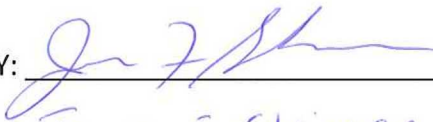
MENLO PARK FIRE PROTECTION  
DISTRICT

BY:   
BY: Daniel T. Belville  
DATE: 8-13-13

REDWOOD CITY FIRE DEPARTMENT

BY:   
BY: James F. Skinner  
DATE: 8-13-13

SAN CARLOS FIRE DEPARTMENT

BY: 

BY: James F. Skinner

DATE: 8-13-13

SAN MATEO COUNTY  
FIRE DEPARTMENT

BY: 

BY: Scott J. L. Bory

DATE: 8-13-13

WOODSIDE FIRE PROTECTION DISTRICT

BY: 

BY: Daniel J. Ghiorso

DATE: 8-13-13

**SECOND AMENDMENT TO JOINT POWERS AGREEMENT**

THIS SECOND AMENDMENT TO JOINT POWERS AGREEMENT  
("Amendment") is entered into this \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_ 2011,  
by and between the following public agencies (the "Agencies") located in the County of  
San Mateo (the "County"), State of California.

Belmont Fire Protection District  
Coastside Fire Protection District  
Menlo Park Fire Protection District  
Redwood City Fire Department  
San Carlos Fire Department  
San Mateo County Fire Department  
Woodside Fire Protection District

WHEREAS, the South County Fire Protection Authority has disbanded and the Belmont Fire Protection District and San Carlos Fire Department have taken up the responsibility of fire suppression and emergency services for the cities of Belmont and San Carlos respectively; and

WHEREAS, the Point Montara Fire Protection District and the Half Moon Bay Fire Protection District have taken up business of fire suppression and emergency services by the means of an agreement with CAL Fire to be known as the Coastside Fire Protection District; and

WHEREAS, the County has state-of-the-art computer aided dispatch equipment and has fully implemented a dispatch program which gives it the capability of serving the Agencies; and

WHEREAS, pursuant to the First Amendment to Joint Powers Agreement dated October 10, 1996 (the "Amendment") the Menlo Park Fire Protection District, Woodside Fire Protection District, Point Montara Fire Protection District, South County Fire Protection Authority, Redwood City Fire Department, Half Moon Bay Fire Protection District, and the San Mateo County Fire Department amended the Joint Powers Agreement; and

WHEREAS, on June 21, 1994 the County entered into an Agreement with Net Six to provide dispatch services to the Agencies; and

WHEREAS, the Belmont Fire Protection District, Coastside Fire Protection District, San Carlos Fire Department desire to become members of the public entity known as Net Six so as to participate in the mutual services and benefits for which it was formed, and to receive, specifically, the benefit of computer aided dispatch communication services provided by the County to Net Six; and

WHEREAS, the parties desire to amend for the second time, the Joint Powers Agreement to add the Belmont Fire Protection District, Coastside Fire Protection District, San Carlos City Fire Department as members agencies of Net Six.

NOW, THEREFORE, the Belmont Fire Protection District, Coastside Fire Protection District, Menlo Park Fire Protection District, Redwood City Fire Department, San Carlos City Fire Department, San Mateo County Fire Department, Woodside Fire Protection District agree as follows:

1. Section 5, "Membership," of the Joint Powers Agreement is hereby amended for the second time to add the following as a new subparagraph (d):

(d) The Belmont Fire Protection District, Coastside Fire Protection District, San Carlos Fire Department are hereby, made members of the Authority. The requirement of an initial membership fee is hereby waived. The Belmont Fire protection District, Coastside Fire protection District, San Carlos Fire Department agree to abide by the terms and conditions of the Agreement for and in consideration of the benefits, protections and services provided to the member agencies under the agreement.

2. Section 18, "Notices" of the Agreement is hereby amended to the following as the last address:

Belmont Fire Protection District  
One Twins Lane, Suite #230  
Belmont, CA 12345  
Attn. Doug Fry, Chief

Coastside Fire Protection District  
1191 Main Street  
Half Moon Bay, CA 94019  
Attn. John Ferreira, Chief

Menlo Park Fire Protection District  
Park Fire Protection District  
170 Middlefield  
Menlo Park, CA 94025  
Attn. Harold Schapelhouman, Chief

Redwood City Fire Department  
755 Marshall Street  
Redwood City, CA 94063  
Attn. Jim Skinner, Chief

San Carlos Fire Department  
600 Elm Street  
San Carlos, CA 94070  
Attn. Jim Skinner, Chief

San Mateo County Fire Department  
20 Tower Road  
San Mateo, CA 94412  
Attn. John Ferreira, Chief

Woodside Fire Protection District  
3111 Woodside Road  
Woodside, CA 94062  
Attn. Dan Ghiorso, Chief

3. The effective date of this Amendment is October 1<sup>st</sup>, 2011.
4. Except as expressly modified by this Amendment, the Joint Powers Agreement dated April 28, 1994 and all terms and conditions contained in the aforementioned Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the dates indicated below.

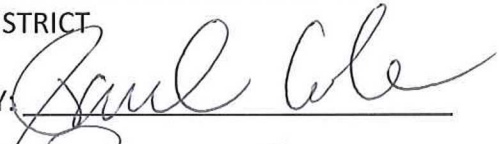
BELMONT FIRE PROTECTION DISTRICT

BY: 

BY: DOUGLAS FRY

DATE: 2-1-12

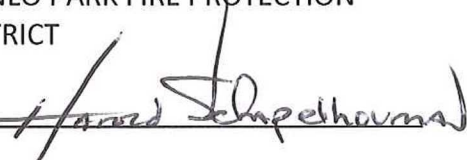
COASTSIDE FIRE PROTECTION DISTRICT

BY: 

BY: PAUL COLE

DATE: 2/1/12

MENLO PARK FIRE PROTECTION DISTRICT

BY: 

BY: HAROLD SCHAPELHAUSER

DATE: 3-8-2012

REDWOOD CITY FIRE DEPARTMENT

BY: 

BY: JAMES F. SKINNER

DATE: 2/1/12


SAN CARLOS FIRE DEPARTMENT

BY: 

BY: JAMES F. SKINNER

DATE: 2/1/12

SAN MATEO COUNTY FIRE DEPARTMENT

BY: 

BY: JOHN E. FERREIRA

DATE: 2/1/12

WOODSIDE FIRE PROTECTION DISTRICT

BY: 

BY: Daniel J. Ghiorso

DATE: 2/1/12



FIRST AMENDMENT TO JOINT POWERS AGREEMENT

THIS FIRST AMENDMENT TO JOINT POWERS AGREEMENT ("Amendment") is entered into as of this 10 day of OCTOBER, 1996, by and between the following public agencies (the "Agencies") located in the County of San Mateo, State of California (the "County"):

Menlo Park Fire Protection District  
Woodside Fire Protection District  
Point Montara Fire Protection District  
South County Fire Protection Authority  
Redwood City Fire Department  
Half Moon Bay Fire Protection District  
San Mateo County Department of Fire Protection

RECITALS

WHEREAS, the San Mateo County Department of Fire Protection was established by the County pursuant to San Mateo County Ordinance 3.2.60.4.001 and provides fire suppression services in the unincorporated areas of San Mateo County by means of an agreement between the County and the California Department of Forestry ("CDF") for the furnishing of such services; and

WHEREAS, the San Mateo County Department of Fire Protection believes that its constituents may be better served if the Department had the benefit of modern communications facilities to enable the Department's forces to be promptly dispatched upon receipt of an emergency service request; and

WHEREAS, the County has state-of-the-art computer aided dispatch equipment and has fully implemented a dispatch program which gives it the capability of serving not only County dispatch needs, but also the needs of the Agencies; and

WHEREAS, pursuant to a Joint Powers Agreement dated April 28, 1994 (the "Agreement"), the Menlo Park Fire Protection District, Woodside Fire Protection District, Point Montara Fire Protection District, South County Fire Protection Authority, Redwood City Fire Department and the Half Moon Bay Fire Protection District formed a joint powers agency entitled the "Net Six Joint Powers Authority" ("Net Six") to establish, implement, oversee and maintain a consolidated fire and emergency dispatch service for each member agency's benefit under a contract with the County; and

WHEREAS, on June 21, 1994, the County entered into an Agreement with Net Six to provide dispatch services to the Agencies; and

WHEREAS, the San Mateo County Department of Fire Protection desires to become a member of the public entity known as Net Six so as to participate in the mutual services and benefits for which it was formed, and to receive, specifically, the benefit of computer aided dispatch communication services provided by the County to Net Six; and

WHEREAS, the parties desire to amend the Joint Powers Agreement to add the San Mateo County Department of Fire Protection as a member agency of Net Six.

NOW, THEREFORE, the Menlo Park Fire Protection District, Woodside Fire Protection District, Point Montara Fire Protection District, South County Fire Protection Authority, Redwood City Fire Department, Half Moon Bay Fire Protection District, and the San Mateo County Department of Fire Protection agree as follows:

1. Section 5, "Membership," of the Joint Powers Agreement is hereby amended to add the following as new subparagraph (d):

(d) The San Mateo County Department of Fire Protection is hereby made a member of the Authority. The requirement of an initial membership fee is hereby waived. The San Mateo County Department of Fire Protection agrees to abide by the terms and conditions of the Agreement for and in consideration of the benefits, protections and services provided to the member Agencies under the Agreement.

2. Section 18, "Notices" of the Agreement is hereby amended to add the following as the last address:

San Mateo County Department of Fire Protection  
20 Tower Road  
San Mateo, California 94412  
Attn: Jim Asche, Assistant Chief

3. The effective date of this Amendment is OCTOBER 10, 1996.

4. Except as expressly modified by this Amendment, the Joint Powers Agreement dated April 28, 1994, and all terms and conditions contained in the aforementioned Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives as of the dates indicated below.

COUNTY OF SAN MATEO for the  
SAN MATEO COUNTY DEPARTMENT OF  
FIRE PROTECTION

By: Richard Zander  
President, Board of  
Supervisors

Attest

By: Richard L. Silver  
Clerk of Said Board

APPROVED AS TO FORM:

Date: \_\_\_\_\_

MENLO PARK FIRE PROTECTION  
DISTRICT

By: R. E. Dye

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

APPROVED AS TO FORM:

Date: \_\_\_\_\_

WOODSIDE FIRE PROTECTION  
DISTRICT

By: Michael W. Lorge

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

APPROVED AS TO FORM:

Date : \_\_\_\_\_

POINT MONTARA FIRE PROTECTION  
DISTRICT

By: David [Signature]

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

APPROVED AS TO FORM:

Date: \_\_\_\_\_

SOUTH COUNTY FIRE PROTECTION  
AUTHORITY

By: [Signature]

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

APPROVED AS TO FORM:

Date: \_\_\_\_\_

CITY OF REDWOOD CITY

By: [Signature]

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

APPROVED AS TO FORM:

Date: \_\_\_\_\_

HALF MOON BAY FIRE PROTECTION  
DISTRICT

By: Ronald A. [Signature]

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

APPROVED AS TO FORM:

Date: [Signature]

Certificate of Delivery

(Government Code Section 25103)

I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Richard L. Silver  
Clerk of the Board of Supervisors

Regularly passed and adopted this 24th day of September, 1996.

*AYES and in favor of said resolution:*

*Supervisors:*

MARY GRIFFIN

TOM HUENING

TED LEMPert

RUBEN BARRALES

MICHAEL D. NEVIN

*NOES and against said resolution:*

*Supervisors:*

NONE

*Absent Supervisors:*

NONE

RUBEN BARRALES

*President, Board of Supervisors  
County of San Mateo  
State of California*

Certificate of Delivery

(Government Code section 25103)

*I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.*

*Richard L. Silver*

RICHARD L. SILVER

*Clerk of the Board of Supervisors*

## JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT ("Agreement") is entered into as of this 28th day of April, 1994, by and between the following public agencies ("the "Agencies") located in the County of San Mateo, State of California:

Menlo Park Fire Protection District  
Woodside Fire Protection District  
Point Montara Fire Protection District  
South County Fire Protection Authority  
The City of Redwood City, a municipal corporation  
Half Moon Bay Fire Protection District

### RECITALS

A. Agencies are public agencies of the State of California located in San Mateo County, California, which are engaged in providing, within their assigned service areas, fire suppression and other emergency services typically provided by fire departments.

B. For emergency services to be provided effectively, it is essential that Agencies have the benefit of modern communications facilities to enable their forces to be promptly dispatched upon receipt of an emergency service request.

C. Agencies believe that their constituents may be better served if dispatch activities were consolidated into a single dispatch operation serving all of them based upon the following principal considerations:

- The availability of highly effective, but very expensive, computer aided dispatch equipment.
- The ability of the state-of-the-art dispatch equipment to very effectively handle the volume of emergency dispatch requests of all of the Agencies, and more, with far fewer operators and at substantially less cost than is required of each Agency continues to conduct its own dispatch operation.
- The need for all government entities, including Agencies, to find ways to reduce the cost of services provided while continuing to perform necessary governmental functions effectively.

D. The County of San Mateo (the "County") has recently acquired state-of-the-art computer aided dispatch equipment and has fully implemented a new dispatch program which gives it the capability of serving not only County dispatch needs, but also the needs of Agencies. Moreover, County has informed agencies that it is willing to provide dispatch services to Agencies which County has represented will fully satisfy each Agency's needs at a reasonable cost to be negotiated.

E. Agencies desire to enter into this Joint Powers Agreement in order to establish a joint powers authority pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (Section 6500, et seq.) (the "Law") in order to jointly address common issues presented by the development of a consolidated operation operated by the County of San Mateo.

**NOW, THEREFORE,** Menlo Park Fire Protection District, Woodside Fire Protection District, Point Montara Fire Protection District, South County Fire Protection Authority, The City of Redwood City, and Half Moon Bay Fire Protection District, for and in consideration of the mutual provisions and agreements herein contained, do agree as follows:

1. **Purpose.** This Agreement is made for the purpose of creating a joint exercise of powers entity, to establish, implement, oversee and maintain a consolidated fire and emergency dispatch service for each member Agency's benefit under a contract to be negotiated with and operated by the County. Said purpose will be accomplished, and said powers exercised, in accordance with the Law and in the manner hereinafter set forth.

2. **Effective Date.** This agreement shall become effective as of the date first above written, and shall continue in full force and effect until terminated pursuant to Section 13, below.

3. **Creation of the Net Six Joint Powers Authority.** Pursuant to the law, there is hereby created a public entity separate from the parties hereto, to be known as the "Net Six Joint Powers Authority" ("Authority").

Within thirty (30) days after the effective date of this Agreement, or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the Office of the California Secretary of State in the manner set forth in Section 6503.5 of the Law.

**4. Powers.** The Authority is hereby authorized, in its own name, to exercise any power common to the parties to accomplish the purpose of this Agreement, including but not limited to, any or all of the following: to make and enter into contracts, to employ agents and employees, to incur debts, liabilities or obligations. Pursuant to Section 6508.1 of the Law, the debts, liabilities and obligations of the Authority shall not constitute debt, liabilities or obligations of the Agencies. Provided, however, that a party to this Agreement may separately assume responsibility for specific debts, liabilities or obligations of the Authority.

Pursuant to Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising the power of the Half Moon Bay Fire Protection District. Without limiting the generality of the foregoing, the annual budget and communications contract with the County of San Mateo shall be subject to the approval of the governing board of each member agency.

**5. Membership.**

(a) The parties of this Agreement are the initial members of the Authority.

(b) Except as provided in Subsection (c), below, any other agency of local government located in San Mateo County which has a need for emergency dispatch services shall also be eligible to become a member agency of the Authority by executing an instrument in the form approved by the Authority agreeing to be bound by all of the provision of this agreement. As a condition of membership, each new member shall also pay such amount as may hereafter be determined by the Authority as an initial membership fee.

(c) A new member shall not be admitted to the Authority if the effect of its demand for dispatch services would be such that there would be an overall degradation in the quality of the dispatch service to the existing members.

**6. Governance.** The Authority shall be administered by a governing board composed of one representative from each member agency of the Authority. Each of the parties to this Agreement shall have one (1) representative on the governing board, appointed by the Board of Directors of that Agency. Each member shall serve at the pleasure of its appointing authority. The appointing authority shall also appoint one (1) alternate member who shall have the authority to attend, participate in, and vote at any meeting of the governing board when the regular member for whom he or she is an alternate is absent from the meeting. Each member of the governing

board shall be entitled to one (1) vote. The members of the governing board shall not receive any compensation for serving as such. Each member shall be responsible for obtaining reimbursement of expenses from its appointing authority.

**7. Meetings of the Governing Board.**

**(a) Regular and Special Meetings.** The Authority shall hold at least one (1) regular meeting each year. The date upon which, and the hour and place at which, each such regular meeting shall be held, shall be fixed by resolution of the Authority. The Authority may provide for additional regular and special meetings by appropriate notice under the Ralph M. Brown Act.

**(b) Ralph M. Brown Act.** All meetings of the governing board, including without limitation, regular, closed, adjourned regular and special meetings, shall be called upon notice, held and conducted in accordance with the provisions of the Ralph M Brown Act (commencing with Section 54950 of the Government Code) or any successor legislation hereinafter enacted.

**(c) Minutes.** The Secretary of the Authority shall keep minutes of all meetings and shall as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the governing board.

**(d) Quorum.** A majority of the Authority governing board members shall constitute a quorum for the transaction of business, except as otherwise provided herein, except that less than a quorum may adjourn meetings from time to time.

**(e) Procedures.** Meetings will be conducted informally, subject only to such formalities as are required by law; provided, however, that upon request of two (2) or more members in attendance at the meeting, the meeting shall be conducted in accordance with the most recent edition of Roberts Rules of Order.

**8. Officers; Duties.**

**(a)** The governing board shall elect a Chair and Vice Chair from among its members. The governing board may also appoint a secretary who may, but need not, be a member of the governing board.

**(b)** The Controller of the South County Fire Protection District is designated as Treasurer of the board and shall have custody of all the monies of the



board, from whatever source, and shall perform the function of treasurer, and have all the powers, duties, and responsibilities as set forth in Government Code Section 6505.5

The Controller of the Authority shall receive, have custody of, and disburse Authority funds, and as nearly as possible, in accordance with normal procedures of the treasurer, shall make the disbursements required by this agreement to carry out any of the provisions or purposes of this Agreement.

(c) The Controller of the South County Fire Protection Authority shall act as Controller of the governing board and shall perform the functions and have the powers, duties and responsibilities as set forth in Government Code Section 6505.5. The controller shall draw warrants to pay demands against the Authority pursuant to authorization of the governing board.

(d) The Authority's Controller is designated as the public officer or person in charge of, handles, or has access to property of the Authority; and such officer shall file as official bond in the amount of \$25,000 as required by Section 6505.1 of the Law; provided that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value greater than \$10,000.

(e) The Authority may contract at cost with the member Agencies for the services such personnel to serve the Authority as may be necessary to carry out this Agreement, and shall have the power to employ temporary professional and technical assistance for the performance of this Agreement, provided that adequate sources of funds are identified for the payment of such temporary professional and technical services.

(f) Upon presentation, the Authority governing board, or its designee, shall approve proper charges made against the Authority for the services of the Treasurer, Controller or any other Agency employee performing services for the Authority, which charges shall not be a delegation or liability of the Agencies. Such charges shall be consistent with similar Treasurer, Controller or other employee charges as applicable, for similar services.

**9. By Laws.** The Authority board shall have the power to adopt By Laws that it, in its sole discretion, may deem necessary or desirable for the conduct of the business of the Authority. Nothing in the By Laws shall be inconsistent with the provisions thereto, shall not be effective unless approved in advance by the Board of Directors of each member Agency.

**10. Duties of the Net Six Joint Powers Authority Governing Board.**

The Authority governing board shall serve as the planning, coordination and policy body for the establishment of the consolidated dispatch system to serve all of the member Agencies. The governing board shall establish work programs, plans, staffing and subcommittees as deemed necessary for the accomplishment of the purposes set forth in Section 1. Members of the governing board shall be responsible for periodically reporting to their respective local agencies concerning the activities of the Authority.

**11. Fiscal Year.** Unless and until changed by resolution of the Authority governing board, the fiscal year of the Authority shall be the period between July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this agreement to the following June 30.

**12. Financing.** Each member Agency shall be responsible for contributing its proportionate share of the cost for dispatch services and associated expenses. Each party's proportionate share shall be determined in accordance with the following formulae:

(1) Shared Resource Cost. Shared Resource Cost consists of the cost of such equipment and other physical assets necessary for use by Net Six members for consolidated dispatch service (a list of such equipment currently anticipated to be purchased is attached as Exhibit A), together with equipment maintenance agreements, telephone lease lines, and status terminals located at the County Communications Center for use by Net Six. Fifty percent of Shared Resource Cost shall be divided equally among the Net Six members; the remaining fifty percent of the cost will be borne by Net Six members in the proportion that the number of incident calls of each member bears to the total number of incident calls for all Net Six members calculated on an annual basis as of February 1 for the proceeding year

(2) Operating Cost. Operating Cost consists of the cost of communications services provided by San Mateo County personnel, including all dispatch services and computer aided dispatch system administration and port charges. Ten percent of the Operating Cost shall be divided equally among the Net Six members; the remaining 90% of the cost will be borne by Net Six members in the proportion that the number of incident calls of each member bears to the total number of incident calls for all Net Six members calculated on an annual basis as of February 1 of the preceding year.

If there are no recurring expenses that are specifically attributable to a particular member Agency such as the development of the Geofile for

the member Agency's geographical area, such expenses shall be separately charged to that member Agency, and shall not be included in the apportionment of the Shared Resource Cost or Operating Cost.

**13. Termination.** Any party may withdraw from this Agreement upon one year's prior notice to the other parties, in which event the Authority shall nevertheless continue to exist, but with the membership adjusted to reflect such withdrawal. Provided, however, that if four or more of the parties to this Agreement withdraw, then this Agreement shall terminate upon expiration of the one year notice given by the fourth party to withdraw from the Agreement. In any event, the Authority shall cause all records regarding its formation, existence, and the proceedings pertaining to its termination to be retained for at least five (5) years following termination of the Authority.

**14. Disposition of Property and Funds.** At such time as this Agreement is terminated, any property interest remaining in the Authority, following discharge of all obligations due by the Authority, shall be disposed of and the proceeds or property shall be distributed on an equitable basis to the then current members of the Authority as of the time the Agreement is terminated.

**15. Accounts and Reports.** The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the parties of this Agreement and their representatives. The Authority, within one hundred twenty (120) days after the close of each fiscal year shall give a complete written report of all financial activities for such fiscal year to the parties. The Controller shall prepare and maintain such accounts and reports.

**16. Conflict of Interest Code.** The Authority governing board, by resolution, shall adopt a conflict of interest code as required by law.

**17. Enforcement.** The Agencies declare that this Agreement is entered into for the benefit of the Authority created hereby, and the Agencies grant to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given by the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right to remedy shall not impair the right of the Authority to any or all other remedies.

**18. Notices.** Any notices, communications and payments deemed by any party to be necessary or desirable to be given to the other parties shall be personally delivered and mailed first class certified or registered mail, postage prepaid, and shall be deemed delivered on the date of delivery if personally served or two (2) days after it is deposited in the U.S. mails provided above when mailed to the other parties addressed as follows:

Menlo Park Protection District  
300 Middlefield Road  
Menlo Park, CA 94025  
Attn: \_\_\_\_\_/R????

Woodside Fire Protection District  
3111 Woodside Road  
Woodside, CA 94062  
Attn: \_\_\_\_\_/Michael Fuge

Point Montara Fire Protection District  
501 Stetson Street  
Moss Beach, CA 94038  
Attn : \_\_\_\_\_/David Eufusia

South County Fire Protection District  
666 Elm Street  
San Carlos, CA 94070  
Attn: \_\_\_\_\_

Redwood City Fire Department  
755 Marshall Street  
Redwood City, CA 94063  
Attn: \_\_\_\_\_/Anthony F???

Half Moon Bay Fire Protection District  
210 San Mateo Road, Suite 101  
Half Moon Bay, CA 94019  
Attn: \_\_\_\_\_/Ron Delgado

**19. Entire Understanding.** This Agreement constitutes the entirety of the understandings of the parties with respect to its subject matter as of the date hereof,

and supersedes any prior or contemporaneous oral or written understanding and agreements between the parties on the same subject.

**20. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed a single agreement.

**21. Successors; Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, no party hereto may assign any right or obligation hereunder without the consent of the other parties.

**22. Governing Law.** This Agreement shall be governed by and construed by the laws of that State of California as applied to contracts that are made and performed entirely in California.

**23. Amendments.** This Agreement may be amended by mutual consent of all parties. Any amendment shall be in writing signed by authorized representatives of all parties hereto.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the dates indicated below.

MENLO PARK FIRE PROTECTION DISTRICT

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

Date: \_\_\_\_\_ 03/29/94 \_\_\_\_\_

SOUTH COUNTY FIRE PROTECTION AUTHORITY

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

Date: \_\_\_\_\_ 3/31/94 \_\_\_\_\_

WOODSIDE FIRE PROTECTION DISTRICT

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

Date: \_\_\_\_\_ March 23, 1994 \_\_\_\_\_

CITY OF REDWOOD CITY

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

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

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_ April 15, 1994 \_\_\_\_\_

POINT MONTARA FIRE PROTECTION DISTRICT

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

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

APPROVED AS TO FOR FORM:

\_\_\_\_\_

Date: \_\_\_\_\_ 04/21/94 \_\_\_\_\_

HALF MOON BAY FIRE PROTECTION DISTRICT

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

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

APPROVED AS TO FOR FORM:

\_\_\_\_\_

Date: \_\_\_\_\_ April 28, 1994 \_\_\_\_\_