

**SECOND AMENDMENT TO AMENDED ORANGE COUNTY FIRE AUTHORITY
JOINT POWERS AGREEMENT**

This Second Amendment ("Second Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Second Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when executed by a sixteenth member; provided that if a sixteenth member has not executed this Second Amendment by June 30, 2014, then it shall be void and shall not go into effect.

RECITALS

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, the members wish to amend the 1999 Amended Agreement and the First Amendment as set forth below to modify their joint financing of the Fire Services to promote financing equity among the members, to preserve the existing membership, to better assure future revenues that will continue to support the provision of high quality of Fire Services throughout the Authority's service area, and retain all other unamended terms of the 1999 Amended Agreement and First Amendment.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement and First Amendment as follows:

AGREEMENT

1. *Article IV, Section 3, Subdivision A shall be amended to read as follows:*

A. Structural Fire Fund; Cash Contract Cities. County receives Structural Fire Fund property taxes ("SFF") from the unincorporated area and from properties located within the following member Cities: Irvine, Dana Point, Laguna Hills, Laguna Woods, Laguna Niguel, La Palma, Mission Viejo, San Juan Capistrano, Villa Park, Yorba Linda, Cypress, Los Alamitos, Lake Forest, Rancho Santa Margarita, and Aliso Viejo. These cities and the County together make up the "SFF Jurisdictions." On behalf of the cities from which the County receives SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules. The member Cities which the County does not receive SFF are Santa Ana, Stanton, Tustin, Buena Park, Placentia, Westminster, Seal Beach, and San Clemente (collectively, "Cash Contract Cities").

2. *Article IV, Section 4 shall be deleted in its entirety and replaced with the following new Section 4:*

4. Equity. The following calculations and actions shall be performed by the Authority each fiscal year:

A. **Over-Funded Structural Fire Fund (SFF) Jurisdictions.**

(1) The total estimated property tax revenue levied and allocated to the Authority, prior to accounting for delinquencies, and including secured, unsecured, nonoperating utility (SBE), and homeowner's exemptions shall be determined ("Total SFF Revenue Figure"). For the FY 2012/13 this amount was stated as \$179,768,901.52 in the Auditor-Controller Report titled

"AT68AD-73 Orange County Auditor Controller Accumulation of Combined Prior Year Levy and Current Year ATI" as the "Total SFF Revenue Figure."

(2) The total Assessed Value, net of successor agency former project area incremental value, for all SFF jurisdictions shall be determined (the "Total AV Figure"). For the FY 2012/13 this amount was stated as \$155,506,390,761 in the Auditor-Controller report titled *"AT04VC-74 Orange County Auditor Controller District Values Used to Set Tax Rates"* and was identified as the "Total L&I (Land and Improvements), Total Secured and Unsecured Value for the Orange County Fire Authority Total Jurisdiction."

(3) The Total AV Figure shall be multiplied by 1% (the basic levy tax rate) to determine the total value of the 1% basic levy for all SFF Jurisdictions for the fiscal year (the "SFF Basic Levy Figure"). For reference, in FY 2012/13, this calculated figure was \$1,555,063,907.61.

(4) The Total SFF Revenue Figure shall be divided by the SFF Basic Levy Figure for the same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Average SFF Rate" for the fiscal year. For reference, in FY 2012/13 the Average SFF Rate was 11.56%. The 2012/13 calculation is as follows:

$$\$179,768,901.52 / \$1,555,063,907.61 = 0.115602$$

(5) A "Jurisdictional SFF Rate" shall be determined for each SFF Jurisdiction as follows:

- a. The total property tax revenue allocated from all tax rate areas in the SFF Jurisdiction to the Authority, prior to accounting for delinquencies, and including secured, unsecured, utility (SBE), and homeowner's exemptions, but excluding revenue on successor

agency incremental value in tax rate areas assigned to former redevelopment agencies, shall be determined ("Jurisdictional SFF Revenue Figure"). By way of example, for FY 2012/13 this determination would be made by (1) taking, for each tax rate area in the SFF Jurisdiction, the total assessed value of the tax rate area as reported in the Auditor Controller TRA Summary Detail Reports for the secured, unsecured, SBE, and homeowner's exemptions, (2) multiplying the total assessed value by 1%, and (3) multiplying the product by the Authority's share of the general levy tax rate in the tax rate area as stated in the "Auditor Controller Report AT68AH71 Section 99 Factor Report by TRA," which would yield property tax revenue allocated from that tax rate area to the Authority. This calculation would be made for all tax rate areas within the SFF Jurisdiction, and the results would be added together to yield the Jurisdictional SFF Revenue Figure.

- b. The total Assessed Value, net of successor agency former project area incremental value (AV), for the SFF Jurisdiction shall be determined (the "Jurisdictional AV Figure").
- c. The Jurisdictional AV Figure shall be multiplied by 1% to determine the total value of the 1% basic levy of the SFF Jurisdiction for the fiscal year (the "Jurisdictional Basic Levy Figure").
- d. The Jurisdictional SFF Revenue Figure shall be divided by the Jurisdictional Basic Levy Figure for the

same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Jurisdictional SFF Rate" for the fiscal year.

(6) For those SFF Jurisdictions whose Jurisdictional SFF Rate is greater than the Average SFF Rate ("the Over-Funded SFF Jurisdictions"), a Jurisdictional Equity Adjustment Payment ("JEAP") shall be calculated using the data sources cited above and the following formula:

$$(\text{Jurisdictional SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01) - (\text{Average SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01)$$

(7) The JEAPs calculated in subdivision (6) shall be paid by the Authority in two equal payments in December and April each fiscal year, provided that the Authority has received its distribution of property tax revenues in or before such months.

(8) The JEAP payments in subdivision (6) shall be made according to the following phase-in schedule:

<u>Fiscal Year</u>	<u>Irvine</u>	<u>Other Jurisdictions</u>
FY 2013/14	100%	0%
FY 2014/15	100% (a)	25%
FY 2015/16	100% (b)	50%
FY 2016/17	100%	75%
FY 2017/18 and thereafter	100%	100%

a. The timing of payment for FY 2014/15 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (Operating Revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. (For purposes of this Agreement "Operating Revenues" includes Unrestricted General Fund Revenues and SFF revenues. If the General Fund is not

balanced, as defined above, then 25% of the calculated JEAP will be paid to the City of Irvine in FY 2014/15, and the remaining 75% will be paid to the City of Irvine no later than FY 2016/17. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include interest.

b. The timing of payment for FY 2015/16 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (operating revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. If the General Fund is not balanced, as defined above, then 50% of the calculated JEAP will be paid to the City of Irvine in FY 2015/16, and the remaining 50% will be paid to the City no later than FY 2017/18. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include any interest.

(9) Neither Cash Contract Cities nor SFF jurisdictions that are not determined to be Over-Funded SFF Jurisdictions by these calculations shall receive any JEAP, nor will they be required to make additional payments to the Authority due to these calculations. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs paid pursuant to this Section 4.

B. Additional Equity Adjustment for SFF Revenue from the City of Irvine. The following calculations and actions shall be performed by the Authority each fiscal year:

(1) Beginning with Fiscal Year 2013/14, the City of Irvine shall receive an additional JEAP equal to the amount, if any, that the

Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP payment calculated in Section 4.A(6), exceeds that year's corresponding annual Not-To-Exceed amount ("NTE") as set forth in Section 4.B(2) below.

(2) The NTE for Fiscal Year 2013/14 shall be the amount of base SFF revenue that the Authority received from properties located within the City of Irvine jurisdiction in the Fiscal Year 2012/13, which was \$59,635,863, plus 3.5%. The NTE shall increase each fiscal year by 3.5%. The NTE for each fiscal year from 2013/14 to 2029/30 for the City of Irvine is therefore as follows:

FY 2013/14 SFF Revenue NTE:	\$59,635,863 X 1.035 = \$61,723,118
FY 2014/15 SFF Revenue NTE:	\$61,723,118 X 1.035 = \$63,883,427
FY 2015/16 SFF Revenue NTE:	\$63,883,427 X 1.035 = \$66,119,347
FY 2016/17 SFF Revenue NTE:	\$66,119,347 X 1.035 = \$68,433,524
FY 2017/18 SFF Revenue NTE:	\$68,433,524 X 1.035 = \$70,828,697
FY 2018/19 SFF Revenue NTE:	\$70,828,697 X 1.035 = \$73,307,701
FY 2019/20 SFF Revenue NTE:	\$73,307,701 X 1.035 = \$75,873,471
FY 2020/21 SFF Revenue NTE:	\$75,873,471 X 1.035 = \$78,529,042
FY 2021/22 SFF Revenue NTE:	\$78,529,042 X 1.035 = \$81,277,558
FY 2022/23 SFF Revenue NTE:	\$81,277,558 X 1.035 = \$84,122,273
FY 2023/24 SFF Revenue NTE:	\$84,122,273 X 1.035 = \$87,066,553
FY 2024/25 SFF Revenue NTE:	\$87,066,553 X 1.035 = \$90,113,882
FY 2025/26 SFF Revenue NTE:	\$90,113,882 X 1.035 = \$93,267,868
FY 2026/27 SFF Revenue NTE:	\$93,267,868 X 1.035 = \$96,532,243
FY 2027/28 SFF Revenue NTE:	\$96,532,243 X 1.035 = \$99,910,872
FY 2028/29 SFF Revenue NTE:	\$99,910,872 X 1.035 = \$103,407,753
FY 2029/30 SFF Revenue NTE:	\$103,407,753 X 1.035 = \$107,027,024

(3) In any fiscal year in which the Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP calculated in Section 4.A(6), is greater than the NTE provided in Section 4.B.(2), the excess revenue shall be paid to the City of Irvine as an additional JEAP.

(4) Payment of this additional JEAP shall be made by the Authority to the City of Irvine in two equal payments in December and April of each fiscal year, provided that the Authority has received its distribution of the SFF in such months.

(5) Neither Cash Contract Cities nor SFF jurisdictions other than Irvine shall receive any additional JEAP as described in this Section 4.B., nor will they be required to make additional payments to the Authority due to these calculations or payments. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs or additional JEAPs paid pursuant to this Section 4.

C. Sources of JEAP Funds; Remedies; Amendment.

(1) Payments of JEAPs shall be made to the Over-Funded SFF jurisdictions from unrestricted revenues of the Authority (the "Unrestricted OCFA General Fund Revenues") provided that the use of said Unrestricted OCFA General Fund Revenues is not prohibited by any Federal or State law or regulation nor would the use violate the terms or restrictions contained in any grant or other agreement restricting the use of the designated revenue sources. For purposes of clarity, JEAPs shall be paid from the annual service charges paid by the Cash Contract Cities as well as from other non-property tax sources of unrestricted funds. SFF are restricted funds and shall not be used to pay JEAPs. No Cash Contract City annual service charges shall be increased to pay JEAPs.

(2) If a legal challenge is brought challenging this Second Amendment, the JEAPs shall continue to be calculated as provided in this Second Amendment. The Authority shall open a separate account into which the JEAPs shall be deposited, which shall bear interest at the same rate as the Authority's other authorized investments. The Authority shall provide an

accounting to the Over-Funded SFF Jurisdictions upon each JEAP deposit. The JEAPs so deposited into this account shall remain there until the resolution of the legal challenge. If this Second Amendment remains valid after the resolution of such legal challenge, all of the funds accumulated in such account shall be paid, with accrued interest, to the Over-Funded SFF Jurisdiction(s) and the Authority shall provide an accounting therefore.

(3) The City of Irvine may, notwithstanding Article VII, Section 1 of the 1999 Amended Agreement as amended by the First Amendment and this Second Amendment, withdraw from the Authority by transmitting written notice of its withdrawal to the Clerk of the Authority. Such notice shall provide at least two years' notice of the withdrawal, but the notice period may be more than two years, at the City of Irvine's discretion. The withdrawal shall be effective upon the expiration of the notice period in the notice of withdrawal, although in no case may the City of Irvine withdraw before June 30, 2020. This withdrawal provision applies to the following situations only: (1) a final judgment is entered declaring this Second Amendment to be void or otherwise affects a material term of this Second Amendment and the time in which to appeal such final judgment has passed; (2) the members approve any modification to this Second Amendment which the City of Irvine does not vote to approve; (3) there is a change in state legislation which prevents or reduces the payment of JEAPs to the City of Irvine as prescribed by this Second Amendment; or (4) the Authority materially breaches this Second Amendment. This provision shall not be interpreted to limit the remedies otherwise available to the City of Irvine if the Authority otherwise fails to make payment of the JEAPs when it is authorized to do so under this Second Amendment.

(4) This Second Amendment can only be amended if approved by two-thirds of the members of the Authority.

3. Article VII, Sections 1.A. and B. are deleted in their entirety and replaced with the following:

A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a Cash Contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such City. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any City may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

(2) Notwithstanding the preceding subsection (B)(1), in exchange for the JEAPs described in Article IV, Section 4, the City of Irvine shall not have the option to withdraw in 2020, except as provided in Article IV, Section 4(C)(3), or if the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made. In the event that the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made, the City of Irvine will be notified in writing by the Authority of this

condition as soon after July 1, 2018 as practicable, and in no event later than January 1, 2019. In that event, the City of Irvine will be able to withdraw in 2020 by providing written notice of such withdrawal no later than July 1, 2019. For purposes of clarity, the City of Irvine shall have the option to withdraw in 2030 and every ten years thereafter by complying with the notice provisions in subsection (B)(1) above.

4. This Second Amendment amends, as set forth herein, the 1999 Amended Agreement and the First Amendment and except as specifically amended herein, the 1999 Amended Agreement and the First Amendment shall remain in full force and effect. To the extent there is any conflict between this Second Amendment and the 1999 Amended Agreement and First Amendment, the terms and conditions contained in this Second Amendment shall control.

Overtaken by Court
March 15, 2016

COUNTY OF ORANGE, a political
subdivision of the State of California

Dated: _____

By: _____

Shawn Nelson
Chairman of its Board of Supervisors

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

Susan Novak
Clerk of the Board of Supervisors
County of Orange, California

NOTICE TO COUNTY OF ORANGE TO BE
GIVEN TO:

Michael B. Giancola
County Executive Officer
10 Civic Center Plaza
Santa Ana, CA 92701

APPROVED AS TO FORM:

Nicholas S. Chrisos
County Counsel

By: _____

Dated: _____

[Signatures Continued on Page 14]

The County of Orange has not approved
the Second Amendment to the Amended
Joint Powers Authority Agreement.

Dated: April 9, 2014

CITY OF ALISO VIEJO

Dated: _____

By: _____

John Whitman
Interim City Manager

ATTEST:

Susan A. Ramos
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Aliso Viejo
12 Journey, Suite 100
Aliso Viejo, CA 92656-5335

Phone: (949) 425-2500
Fax: (949) 425-3899

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: _____

Scott C. Smith
City Attorney

[Signatures Continued on Page 15]

The above reference agency
rejected the Second Amendment to
the Orange County Fire Authority
Joint Powers Agreement.

CITY OF BUENA PARK

Dated: _____ By: _____

James B. Vanderpool
City Manager

ATTEST:

Shalice Tilton

Shalice Tilton
City Clerk



NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90620

Phone: (714) 562-3500
Fax: (714) 562-3599

APPROVED AS TO FORM:

Richards Watson & Gershon

By: *Steve Dorsey*

Steve Dorsey
City Attorney

Overturned by Court
March 15, 2016

[Signatures Continued on Page 16]


CITY OF CYPRESS

Dated: 10/28/13

By: 

John Bahorski
City Manager

ATTEST:


Denise Basham
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Phone: (714) 229-6688
Fax: (714) 229-0154

APPROVED AS TO FORM:

Aleshire & Wynder LLP

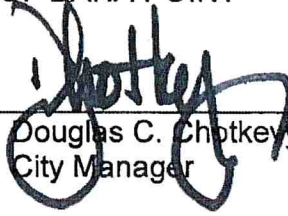
By: 
Bill Wynder
City Attorney

[Signatures Continued on Page 17]


CITY OF DANA POINT

Dated: December 9, 2013

By: _____


Douglas C. Chotkey
City Manager

ATTEST:



Kathy M. Ward
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629

Phone: (949) 248-9890
Fax: (949) 248-9920

APPROVED AS TO FORM:

Rutan & Tucker

By: 

Patrick Munoz
City Attorney

[Signatures Continued on Page 18]

CITY OF IRVINE

Dated: 3-17-14

By: Sean Joyce
Sean Joyce
City Manager

ATTEST:

for Marie Mucina
Sharie Apodaca
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Irvine
One Civic Center Plaza
Irvine, CA 92606-5208

Phone: (949) 724-6249
Fax: (949) 724-6045

APPROVED AS TO FORM:

Rutan & Tucker

By: Todd Litfin
Todd Litfin
City Attorney

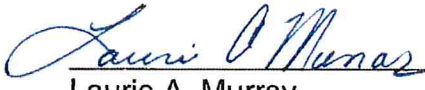
[Signatures Continued on Page 19]

CITY OF LA PALMA

Dated: 10/29/13

By: 
Ellen Volmert
City Manager

ATTEST:


Laurie A. Murray
City Clerk

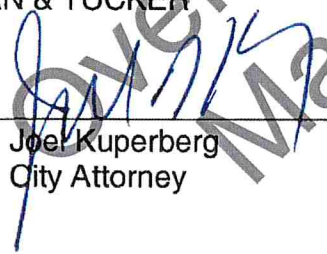
NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of La Palma
7822 Walker Street
La Palma, CA 90623

Phone: (714) 690-3333
Fax: (714) 523-7351

APPROVED AS TO FORM:

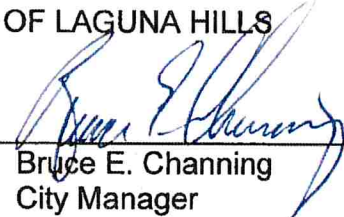
RUTAN & TUCKER

By: 
Joe Kuperberg
City Attorney

[Signatures Continued on Page 20]

CITY OF LAGUNA HILLS

Dated: October 23, 2013

By: 
Bruce E. Channing
City Manager

ATTEST:


Peggy J. Johns
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Phone: (949) 707-2600
Fax: (949) 707-2614

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: N/A
Gregory E. Simonian
City Attorney

Overturned by Court
March 15, 2016

CITY OF LAGUNA NIGUEL

Dated: _____

By: _____

Rod Foster
City Manager

ATTEST:

Pamela Lawrence
Acting City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677

Phone: (949) 362-4380
Fax: (949) 362-4340

APPROVED AS TO FORM:

By: _____

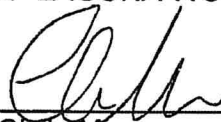
Terry Dixon
City Attorney

[Signatures Continued on Page 22]


The above reference agency
rejected the Second Amendment to
the Orange County Fire Authority
Joint Powers Agreement.

CITY OF LAGUNA WOODS

Dated: 10/16/13

By: 
Chris Macon
City Manager

ATTEST:


Marc Donohue
Deputy City Clerk

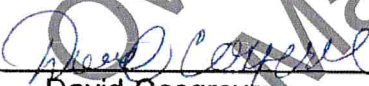
NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Laguna Woods
24264 El Toro Road
Laguna Woods, CA 92637

Phone: (949) 639-0500
Fax: (949) 639-0591

APPROVED AS TO FORM:

Rutan & Tucker

By: 
David Cosgrove
City Attorney

CITY OF LAKE FOREST

Dated: November 19, 2013

By: 
Robert C. Dunek
City Manager

ATTEST:


Stephanie D. Smith
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
25550 Commercentre Drive
City of Lake Forest
Lake Forest, CA 92630

Phone: (949) 461-3400
Fax: (949) 461-3511

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: 
Scott C. Smith
City Attorney

[Signatures Continued on Page 24]

CITY OF LOS ALAMITOS

Dated: 11.19.13

By: 
Gregory Korduner
Interim City Manager

ATTEST:


Windmera Quintanar, CMC
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Phone: (562) 431-3538
Fax: (562) 493-1255

APPROVED AS TO FORM:


Wallin, Kress, Reisman & Kranitz

By: 
Cary S. Reisman
City Attorney

[Signatures Continued on Page 25]

CITY OF MISSION VIEJO

Dated: November 26, 2013

By: 
Dennis Wilberg
City Manager

ATTEST:


Karen Hamman
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Mission Viejo
25909 Pala, Suite 150
Mission Viejo, CA 92691

Phone: (949) 470-3000
Fax: (949) 859-1386

APPROVED AS TO FORM:

Richards Watson & Gershon

By: 
Bill Curley
City Attorney

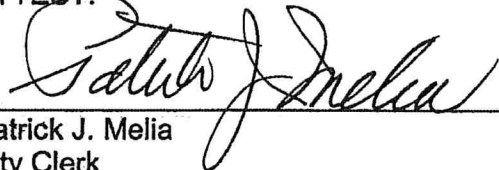
[Signatures Continued on Page 26]

CITY OF PLACENTIA

Dated: 03/13/2014

By: 
Troy L. Butzlaff
City Administrator

ATTEST:


Patrick J. Melia
City Clerk


NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Placentia
401 E. Chapman
Placentia, CA 92870

Phone: (714) 993-8117
Fax: (714) 961-0283

APPROVED AS TO FORM:

Andrew Arczynski Law Offices

By: 
Andrew Arczynski
City Attorney

[Signatures Continued on Page 27]

CITY OF RANCHO SANTA MARGARITA

Dated: 10-29-13

By: Jennifer M. Cervantez
Jennifer M. Cervantez
City Manager

ATTEST:

Molly McLaughlin
Molly McLaughlin
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Rancho Santa Margarita
22112 El Paseo
Rancho Santa Margarita, CA 92688

Phone: (949) 635-1800

Fax: (949) 635-1840

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

Greg Simonian
Greg Simonian
City Attorney


[Signatures Continued on Page 28]

CITY OF SAN CLEMENTE

Dated: 11-19-13

By: 
Pall Gudgeirsson
City Manager

ATTEST:


Joanne Baade
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

Phone: (949) 361-8322
Fax: (949) 361-8283

APPROVED AS TO FORM:

Rutan & Tucker

By: 
for Jeffrey Goldfarb
City Attorney

[Signatures Continued on Page 29]

CITY OF SAN JUAN CAPISTRANO

Dated: November 5, 2013

By: *C. Russell for*
Karen P. Brust
City Manager

ATTEST:

Maria Morris Deputy
Maria Morris
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

Phone: (949) 443-6315
Fax: (949) 493-1053

APPROVED AS TO FORM:

Rutan & Tucker

By: *Hans Van Ligten* per
Hans Van Ligten
City Attorney

Overturned by Court
March 15, 2016

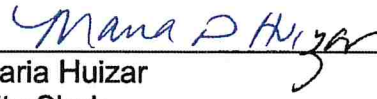
[Signatures Continued on Page 30]

CITY OF SANTA ANA

Dated: 2-10-14

By: 
David Cavazos
City Manager

ATTEST:

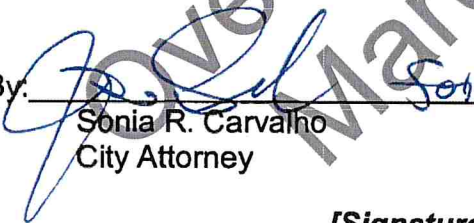

Maria Huizar
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

Phone: (714) 647-5200
Fax: (714) 647-6956

APPROVED AS TO FORM:

By: 
Sonia R. Carvalho
City Attorney

Overturned by Court
March 15, 2016

[Signatures Continued on Page 31]

CITY OF SEAL BEACH

Dated: October 28, 2013

By: Jill R. Ingram
Jill Ingram
City Manager

ATTEST:

Linda Devine
Linda Devine
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Seal Beach
211 8th Street
Seal Beach, CA 90740

Phone: (562) 431-2527
Fax: (562) 431-4067

APPROVED AS TO FORM:

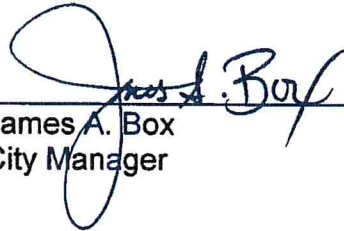
Richards Watson & Gershon

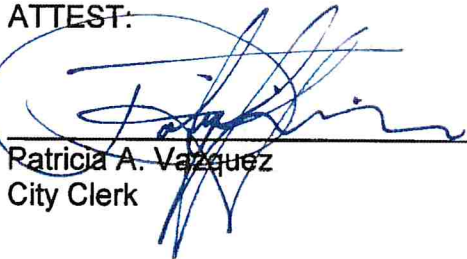
By: Quinn Barrow
Quinn Barrow
City Attorney

[Signatures Continued on Page 32]

CITY OF STANTON

Dated: 10/24/2013

By: 
James A. Box
City Manager

ATTEST:

Patricia A. Vazquez
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Phone: (714) 379-9222
Fax: (714) 890-1443

APPROVED AS TO FORM:

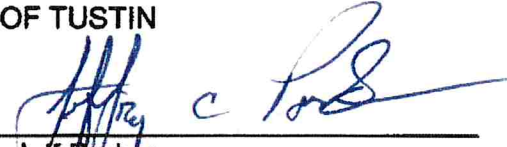
Best, Best & Krieger

By: 
Matthew E. Richardson
City Attorney


[Signatures Continued on Page 33]

CITY OF TUSTIN

Dated: 11.5.13

By: 
Jeff Parker
City Manager

ATTEST:


~~Jeff Parker~~ Erica Rabe
City Clerk City Clerk Services Supervisor


NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Tustin
300 Centennial Way
Tustin, CA 92780

Phone: (714) 544-8890
Fax: (714) 832-0825

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: 
David E. Kendig
City Attorney

[Signatures Continued on Page 34]

CITY OF VILLA PARK

Dated: _____

By: _____

Jarad Hildenbrand
City Manager

ATTEST:

Jarad Hildenbrand
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Villa Park
17855 Santiago Blvd.
Villa Park, CA 92861

Phone: (714) 998-1500
Fax: (714) 998-1508

APPROVED AS TO FORM:

Rutan & Tucker

By: _____
Todd Litfin
City Attorney

[Signatures Continued on Page 35]


The above reference agency
rejected the Second Amendment to
the Orange County Fire Authority
Joint Powers Agreement.

CITY OF WESTMINSTER

Dated: October 23, 2013

By: 
Eddie Manfro
City Manager

ATTEST:


Robin Roberts
City Clerk

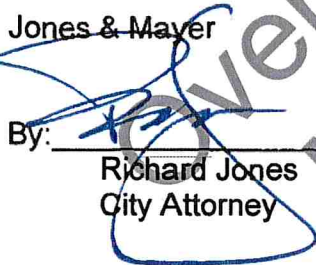
NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683

Phone: (714) 898-3311
Fax: (714) 373-4684

APPROVED AS TO FORM:

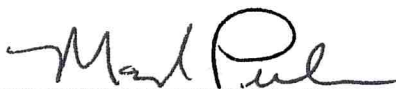
Jones & Mayer

By: 
Richard Jones
City Attorney

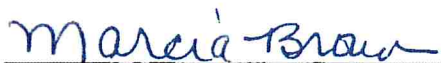
[Signatures Continued on Page 36]

CITY OF YORBA LINDA

Dated: October 16, 2013

By: 
Mark A. Pulone
City Manager

ATTEST:


Marcia Brown
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, CA 92885-8714

Phone: (714) 961-7100
Fax: (714) 993-7530

APPROVED AS TO FORM:

Rutan & Tucker

By: 
Todd Litfin
City Attorney

Overturned by Court
March 15, 2016