

**WILLIAMS FIRE PROTECTION AUTHORITY
JOINT POWERS AGREEMENT**

This Joint Powers Agreement is made this 1st day of May, 1994 by and between the City of Williams, a municipal corporation ("City"), and the Williams Fire Protection District of Colusa County, a fire protection district ("District"), who agree as follows:

1. Definitions. For the purpose of this Agreement, the words and phrases below shall have the following meanings:

1.1. "Agreement" means this Joint Powers Agreement.

1.2. "Authority" means the Williams Fire Protection Authority formed pursuant to this Agreement.

1.3. "Board" or "Board of Directors" means the governing body of the Authority as established in this Agreement.

1.4. "Effective Date" means the effective date of this Agreement and the Authority as provided in section 3.3.

1.5. "Fire Protection Services" means fire protection, prevention and suppression services; rescue services; emergency medical response services; hazardous material emergency response services; and, any other services relating to the protection of lives and property.

1.6. "Fiscal Year" means July 1 through June 30.

1.7. "Joint Exercise of Powers Law" means the statute at Government Code title 1, division 7, chapter 5, commencing with section 6500.

1.8. "Parties" means the City and District. "Party" means either one of the Parties.

1.9. "Williams Area" means that geographic area encompassing the total combined boundaries of the Parties, as currently existing and as may be expanded or otherwise changed from time to time.

1.10. "Williams Volunteer Fire Department" means the non-profit unincorporated organization known as the Williams Volunteer Fire Department organized and existing pursuant to the Constitution, Williams Volunteer Fire Department (last revised August, 1988).

2. Recitals. This Agreement is made with reference to the following background factual recitals:

2.1. The Parties to this Agreement each have the authority to provide Fire Protection Services within their respective

jurisdictional areas.

2.2. Until the adoption and implementation of this Agreement, Fire Protection Services in the Williams Area have been provided under the following conditions:

2.2.1. The District has been responsible for Fire Protection Services in the unincorporated areas within the District boundaries, but not within the incorporated limits of the City. The City has been responsible for Fire Protection Services within the incorporated limits of the City.

2.2.2. The District has been governed by the Board of Directors of the District, and the City Fire Department has been governed by the City Council of City.

2.2.3. The Parties have shared a common fire chief, a common crew of volunteer fire fighters, a common fire station and some common vehicles and equipment. The City utilizes some of its own vehicles and equipment, and the District utilizes some of its own vehicles and equipment.

2.3. Attached as Exhibit A and incorporated herein is a list of the property and assets owned by each Party at the Effective Date, and the property and assets held in common by the two Parties.

2.4. The Parties desire to consolidate and coordinate Fire Protection Services in the Williams Area and to provide for a common governing board.

2.5. The Parties desire to implement this goal by creating a joint exercise of powers authority to exercise those powers in common for their mutual benefit as provided in this Agreement.

2.6. Each of the Parties is authorized to contract with each other for the joint exercise of any common power under the Joint Exercise of Powers Law.

3. CREATION AND POWERS OF AUTHORITY.

3.1. Authority. This Agreement is authorized by, and entered into pursuant to, the Joint Exercise of Powers Law and other applicable law.

3.2. Authority Created. There is hereby created a public entity to be known as the "Williams Fire Protection Authority." The Authority is formed by this Agreement pursuant to the Joint Exercise of Powers Law. The Authority shall be a public entity separate from the Parties. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Parties.

3.3. Effective Date. The effective date of this Agreement and of the legal existence of the Authority shall be the date first set

forth above, and this Agreement and the Authority shall continue in full force and effect until terminated as provided in this Agreement.

3.4. Boundaries of the Authority. The geographic boundaries of the Authority shall be coextensive with those of the Parties, as currently existing and as may be expanded or otherwise changed from time to time.

3.5. Purpose of the Agreement. The purpose of this Agreement is to coordinate and consolidate the provision of Fire Protection Services in the Williams Area, and to jointly exercise the common powers of the Parties regarding Fire Protection Services as provided below and for the exercise of such additional powers as may be authorized by law in the manner set forth in this Agreement.

3.6. Powers. The Authority shall have the power in its own name to do any of the following:

3.6.1. To study, plan and implement ways and means to provide reasonable, efficient and cost effective Fire Protection Services within the Williams Area.

3.6.2. To employ a Fire Chief and such other employees who may be necessary or appropriate to the full exercise of the its powers.

3.6.3. To organize, utilize, train, supervise and equip volunteer fire fighters of the Williams Volunteer Fire Department in providing Fire Protection Services.

3.6.4. To make and enter contracts as it deems necessary or appropriate, including, but not limited to, contracts with federal, state or local government agency, and including, but not necessarily limited to, other joint powers agreements.

3.6.5. To contract for the services of contractors, engineers, attorneys, and other consultants, advisors and agents as it deems necessary or appropriate.

3.6.6. To plan for, design, finance, acquire, construct, manage, maintain, operate and/or replace any facilities, buildings or structures as it deems necessary or appropriate.

3.6.7. To acquire, by purchase, trade, eminent domain or otherwise, and to hold and dispose of real and personal property, as it deems necessary or appropriate.

3.6.8. To adopt and enforce ordinances, rules and regulations for the administration, operation and maintenance of Fire Protection Services, and for the prevention and suppression of fires and the protection and preservation of life and property.

3.6.9. To incur debts, liabilities or obligations.

3.6.10. To issue bonds, certificates of participation,

notes and other evidence of indebtedness, and to enter into leases, installment sale contracts and installment purchase contracts.

3.6.11. To sue and be sued.

3.6.12. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any federal, state or local government agency or private entity as it deems necessary or appropriate.

3.6.13. To purchase and maintain such bonds, insurance, self-insurance and/or insurance pooling as it deems necessary or appropriate.

3.6.14. To enter into mutual aid agreements with any federal, state or local government agency, and to provide mutual aid assistance pursuant to any mutual aid agreement involving either or both of the Parties and in existence at the Effective Date, or pursuant to any mutual aid agreement hereafter adopted or amended.

3.6.15. To exercise any other powers common to both Parties, including, but not limited to, the powers of a fire protection district set forth in the Fire Protection District Law of 1987 (Health and Safety Code division 12, part 2.7, commencing with section 13800).

3.6.16. To perform all acts necessary or convenient to carry out fully the purposes of this Agreement.

3.7. Manner of Exercise of Powers. To the extent not specifically provided for in this Agreement or the Joint Exercise of Powers Law, the Authority shall exercise its powers in the manner and according to methods provided under the laws applicable to the City.

3.8. Mutual Aid Agreements. To the extent either or both Parties are subject to one or more mutual aid agreements in existence at the Effective Date, the Authority shall continue to be bound by and entitled to the benefits of such pre-existing mutual aid agreements, to the extent such agreements are binding on successors in interest of the parties.

3.9. Authority Facilities. All facilities, buildings and structures constructed or acquired by the Authority shall be held in the name of the Authority and for the benefit of the Authority in accordance with the terms of this Agreement.

3.10. No Restriction on Other JPA. Nothing in this Agreement shall prevent the Parties from entering into other joint powers agreements.

4. ORGANIZATION, BOARD AND OFFICERS.

4.1. Governing Body. The Authority shall be governed by a

legislative body known as the Board of Directors. The Board shall consist of five directors, with two appointed by each Party and one appointed by the Williams Volunteer Fire Department. Each Party and the Williams Volunteer Fire Department shall also select one alternate.

4.1.1. For the Parties, each director and alternate director shall be appointed by and from the membership of the governing body of the respective Party. For the Williams Volunteer Fire Department, the director and alternate shall be appointed by the Department in the manner that it deems appropriate. The names of all directors and alternates shall be on file with the Board. An alternate shall assume all rights of the director representing the appointing entity and shall have the authority to act in the absence of a director or in the event that a director has a conflict of interest which precludes participation by the director in any decision-making process of the Authority.

4.1.2. Each director and alternate shall serve at the pleasure of his or her appointing entity. Each director and alternate shall hold office from the first meeting of the Board after his or her appointment by the entity he or she represents until a successor is appointed by the appointing entity and the entity so notifies the Authority.

4.1.3. A director may receive such compensation from the Authority for services as may from time to time be established by the Board, subject, though, to the limits of applicable law. In addition, a director may be reimbursed for necessary and actual expenses incurred by such director in the conduct of the Authority's business.

4.1.4. All the power and authority of the Authority will be exercised by the Board, subject, however, to the rights reserved by the Parties as set forth in this Agreement; provided, however, that the Board may delegate such powers and authority to the Fire Chief and others as the Board deems appropriate.

4.1.5. The Board may act only by ordinance, resolution or motion.

4.2. Principal Office. The initial principal office of the Authority shall be the Williams Fire Department, 810 E Street, P.O. Box 755, Williams, California 95987. The Board may change the principal office from time to time from one location to another within the boundaries of the Authority. Any change shall be noted by the Secretary, but shall not be considered an amendment to this Agreement.

4.3. Meetings. The Board shall meet at Williams City Hall Council Chambers, 810 E Street, Williams, California, or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. Regular, adjourned and special meetings shall be called and held in the manner as provided in the Brown Act

(California Government Code title 5, division 2, chapter 9, commencing at section 54950).

4.4. Quorum and Votes. Three directors of the Board, with at least one director present representing each of the Parties, shall constitute a quorum for the purpose of transacting business. The affirmative vote of a majority of all the directors (i.e., at least three votes) shall be required for the Authority to take action, except where different voting requirements are provided for in this Agreement or by law. Approval of the following actions of the Authority shall require at least four affirmative votes: approval of the annual budget and budget adjustments in excess of \$5,000; change of percentage of Party contributions; purchase of real property; expenditures in excess of \$5,000; construction of a new or additional fire station; and, except in cases of emergency, approval of any cost or expense not included within the budget pursuant to section 5.3.3.

4.5. Minutes. The Secretary of the Authority shall cause to be kept minutes of all meetings of the Board.

4.6. Bylaws and Rules. The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its meetings and affairs of the Authority as may be necessary or appropriate.

4.7. Officers. The Board shall appoint the following officers: Chair, Vice Chair, Secretary, Treasurer, Fire Chief and such additional officers as it deems necessary or appropriate. The Chair and Vice Chair shall be selected from the directors of the Board. The Secretary and Treasurer may but are not required to be a director. The Fire Chief shall not be a director. The office of Secretary, Treasurer and Fire Chief, or any two of these offices, may be held by the same person. The Chair and Vice Chair shall hold office for a period of one year commencing January 1 and ending December 31 of each year; provided, however, that the first Chair and Vice Chair appointed shall hold office from the date of their appointment to December 31 of the ensuing year. All other officers shall serve at the pleasure of the Board. The duties of the various officers shall be established by bylaws adopted by the Board, or other Board action.

4.8. Treasurer. The Treasurer of the Authority shall be the depository of funds and shall have custody of all money of the Authority, from whatever source. The Treasurer shall perform the duties specified in Government Code section 6505.5, and shall also serve as the auditor of the Authority and draw all warrants and pay demands against the Authority approved by the Board. The officer or officers or persons who have charge of any funds or securities of the Authority shall be bonded and the amount of their bond shall be determined by the Board.

4.9. Fire Chief. The Fire Chief of the Authority shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the Authority as is or

hereafter may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution, bylaw or minute order of the Board.

5. FINANCIAL PROVISIONS.

5.1. Initial Advance. Upon the Effective Date, each Party shall forthwith advance to the Authority the sum set forth below as initial start-up funding for the Authority to be used until the adoption of the initial budget and payment of invoices as provided below.

City \$15,000

District \$15,000

5.2. Budget. Within 60 days after the first meeting of the Board, and thereafter prior to the commencement of each Fiscal Year, the Board shall adopt a budget for expenditures and revenues of the Authority under this Agreement for the ensuing fiscal year. Each Party shall be provided with a copy of the proposed budget at least 20 days before the Authority Board's approval, and within this period shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

5.3. Party Contributions.

5.3.1. Each Party shall make a contribution to pay its proportionate share of expenses under the approved budget. The City's share shall be 50%, and the District's share shall be 50%. The Board may change these percentages from time to time based on differing levels of service demand in the City as compared with in the District. The Board shall calculate each Party's annual share concurrent with the preparation and adoption of the budget.

5.3.2. Each Party severally agrees to pay and advance to the Authority its share of the budget expenses. Upon completion of the initial budget, and thereafter every three months (or at such other intervals as determined appropriate by the Board), the Authority shall determine the amount of the budget expenses payable during the ensuing three month period (or other appropriate interval), and each Party's share of such amount, based on the budget approved by the Board. The Authority shall submit to each Party an invoice showing the Party's share for the applicable period together with a calculation of the Party's share. Each Party shall pay to the Authority the amount invoiced within 30 days after the date of the invoice. Any amount not paid within 30 days of the date of an invoice shall be delinquent.

5.3.3. The Parties shall also reimburse the Authority for any actual and necessary costs and expenses incurred by the Authority related to Fire Protection Services that were not budgeted and advanced as provided above, and that were either approved in advance by at least four affirmative votes of the Board

or, in case of an unforeseen emergency, approved in advance or ratified afterwards by the affirmative vote of a majority of all the directors of the Board. Any such reimbursable amount shall be described in an invoice provided to each Party showing the Party's proportionate share of the amount. Each Party shall pay the invoice to the Authority within 30 days of its date. Any amount not paid within 30 days of the date of an invoice shall be delinquent.

5.3.4. The Board may agree to reimburse any Party for any costs related to this Agreement incurred prior to the Effective Date.

5.4. Default. Any Party which defaults in its obligation to pay or advance any amounts due pursuant to this Agreement after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this Agreement. Any defaulting Party shall pay to the Authority interest on the unpaid amount at the rate of 12% per annum, or the maximum rate allowed by law if it is less than 12% per annum, until the overdue invoice amount is paid in full. In the event of a default, the non-defaulting Party may immediately terminate this Agreement. If the Agreement is terminated pursuant to this section, then the defaulting Party shall remain liable for payment of its share of debts, liabilities and obligations under this Agreement incurred prior to the date of termination, plus interest. Section 6.2 shall apply to any default under this section.

5.5. Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies. The Authority shall allow any Party, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

5.6. Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the State Controller and each Party within six months of the end of the fiscal year under examination.

6. INDEMNIFICATION.

6.1. By Authority. The directors, officers and employees of the Authority shall be entitled to defense and indemnification by the Authority as provided under Government Code title 1, division 3.6, part 2, chapter 1, article 4 (commencing with section 825) and title 1, division 3.6, part 7 (commencing with section 995). The Authority shall indemnify, defend, protect, and hold harmless each Party, and its officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in

connection with the Authority's performance under this Agreement or failure to perform under this Agreement.

6.2. By City. The City shall indemnify, defend, protect, and hold harmless the Authority and the District, and their respective officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with an act or omission of the City or its officer, employee, agent or volunteer beyond the scope of this Agreement.

6.3. By District. The District shall indemnify, defend, protect, and hold harmless the Authority and the City, and their respective officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with an act or omission of the District or its officer, employee, agent or volunteer beyond the scope of this Agreement.

6.4. Survival. These indemnification obligations shall survive and continue in full force and effect after termination of this Agreement for any reason with respect to any actions or omissions that occurred before the date of termination.

7. TERMINATION.

7.1. Termination. In addition to termination for default as provided above, this Agreement and the Authority may be terminated by (a) unanimous written consent of the Parties expressed by resolution of the governing board of each Party, or (b) written notice of termination from one Party to the other with the notice given by December 31 for a termination effective date of June 30; provided, however, that during the outstanding term of any Authority indebtedness this Agreement and the Authority shall not be terminated unless (a) the indebtedness is first paid off in full before the effective date of the termination, or (b) the indebtedness is assigned to one or both of the Parties and there is alternate security for the indebtedness in a form and manner approved by bond counsel selected by the Authority as lawful and adequately protecting the interests of any holders of evidence of indebtedness of the Authority.

7.2. Disposition of Property Upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be utilized and distributed as follows:

7.2.1. First, if either Party is in default of its obligation to pay or advance any amounts due pursuant to this Agreement, then any funds or assets of the defaulting Party shall be applied to the Authority in satisfaction of any such delinquency.

7.2.2. Second, any other funds on hand shall be used

to liquidate and wind-up the affairs of the Authority.

7.2.3. Any surplus funds on hand remaining after satisfaction of section 6.2.1 and 6.2.2 shall then be returned to the Parties in proportion to their contributions made.

7.2.4. Any pre-Agreement assets and property as shown on Exhibit A that are still owned by the Authority shall be returned to the Party who owned the property before the creation of the Authority; provided, however, that if any such property has been substantially improved, repaired or modified, it shall be distributed pursuant to section 6.2.5.

7.2.5. Any remaining property and assets shall be divided and distributed pursuant to separate agreement of the Parties. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the remaining property and assets shall be sold and the net proceeds from any sale shall be distributed among the Parties in proportion to their contributions.

8. GENERAL PROVISIONS.

8.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

8.2. Construction and Interpretation. It is agreed and acknowledged by the Parties that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

8.3. Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

8.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

8.5. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

8.6. Successors and Assigns. Except as otherwise provided by

law or legally ordered by the Colusa County Local Agency Formation Commission as part of a local government organization or reorganization proceeding, the rights and duties of the Parties under this Agreement shall not be assigned or delegated without the prior written consent of the other Party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Party approving the assignment or delegation.

8.7. No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Parties, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

8.8. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by the governing board of each Party and executed by both Parties.

8.9. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of Colusa shall be venue for any state court litigation and the Eastern District of California shall be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

8.10. Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

8.11. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

City:	District:
City Council	Board of Directors
City of Williams	Williams Fire Protection Dist.
810 E Street	810 E Street
P.O. Box 310	P.O. Box 755
Williams, CA 95987	Williams, CA 95987

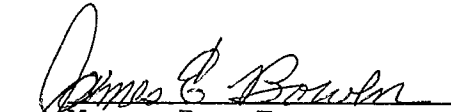
Any Party may change its address by notifying the other Party in writing of the change of address.

8.12. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed

and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

CITY OF WILLIAMS

WILLIAMS FIRE PROTECTION
DISTRICT OF COLUSA COUNTY



Mayor Pro Tem



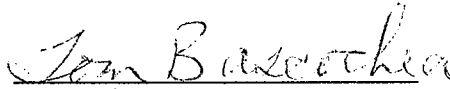
Chair

Attest:

Attest:



City Clerk



Secretary

Approved as to form:



City Attorney