Council Meeting of
February 28, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

**Members of the Council:**

**SUBJECT: Authorize the City Manager to withdraw from active membership in the Joint Powers Authority, Interagency Communications Interoperability System (ICIS) project.**

## RECOMMENDATION

The Information Technology Director, Chief of Police, and Fire Chief recommend that Council authorize the City Manager to formally withdraw active membership in the Joint Powers Authority (JPA), Interagency Communications Interoperability System (ICIS) project.

### Funding

No funding is required to withdraw from the agreement.

## BACKGROUND

On September 16, 2003, Council approved staff's recommendation to authorize the City Manager to participate in the Interagency Communications Interoperability System (ICIS) project by accepting and executing the Joint Exercise of Power Agreement and becoming a member of the Joint Powers Authority (JPA).

As one of the original municipalities to join the JPA, the City was given full privileges of a financially-vested Governance Board member. Since the first JPA meeting, the City was assigned a seat on the ICIS Governance Board and has helped shape the direction of the JPA.

In 2004, the City chose to replace its aging mobile radios and rebuild its mobile support infrastructure. Staff selected an architecture that best suited the City's mutual aid needs and that was compatible with our surrounding cities. However, the design and architecture selected was not compatible with an evolving ICIS architecture, so the City Manager formally requested that the JPA re-assess our membership and status.

In responding to our request, the JPA's Executive Director and, later, the Governance Board stated that retaining Torrance as a named member of the JPA remained a vital benefit to the ICIS program and the JPA consortia.

In 2005, as new members joined the JPA and current members discussed JPA expenses, the City's level of membership came under review and soon became an issue. The

JPA asked that the City participate as a full member and share in recurring ICIS expenses equal to other Governance Board members.

**ANALYSIS**

In consensus with Police and Fire, staff has concluded that further participation in the JPA would not offer Torrance any technical or operational advantages. The recommended withdrawal is not intended to change the City's original offer of their use of the City Hall Radio Tower to improve ICIS network coverage in the South Bay area.

Formally withdrawing our current membership status in the JPA will ensure that the City will not incur any of the recurring ICIS infrastructure expenses that other Governance Board members are now absorbing. Withdrawal will also permit the City to participate in ICIS as a newly-defined Affiliate member. As such, in exchange for signing a mutual aid agreement, the City would have on-demand operational access to the ICIS network with no requirement to purchase or operate an ICIS infrastructure.

Upon approval of this recommendation, the required Notice of Intent to Withdraw will be prepared and submitted to the JPA. Per the JPA, members are required to give 90-days prior written notice of their intent to withdraw. The City's notice would be delivered to the JPA on March 1, 2006 and the withdrawal would become effective on May 30, 2006.

Respectfully submitted,

RICHARD D. SHIGAKI
Information Technology Director

CONCUR:

LeRoy J. Jackson
City Manager

James D. Herren
Chief of Police

Richard V. Bongard
Fire Chief

Attachments: A) Agenda Item 11B dtd 9/16/03 (Limited distribution)
B) CMO letter dtd 7/27/04 (Limited distribution)

P:word/agenda/ICIS Withdrawal 1-25-06.doc

Attachment A

Council Meeting of
September 16, 2003

Honorable Mayor and Members
Of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Recommendation to authorize the City Manager to execute a Joint Exercise of Powers Agreement related to the formation of the Interagency Communications Interoperability System.**

## RECOMMENDATION

The Acting Information Technology Director recommends that Council authorize the City Manager to execute a Joint Exercise of Powers Agreement to establish the permanent Joint Powers Agency (JPA) to create the Interagency Communications Interoperability System (ICIS).

### Funding

Funding is not required to execute the agreement, nor is any guarantee of future funding a requirement of the agreement.

## BACKGROUND

On June 25, 2002, Your Honorable Body approved staff's recommendation to participate in the ICIS program as an Allied Agency and to enter into negotiations with the City of Glendale to make available the City Hall radio tower.

On October 15, 2002, Your Honorable Body approved staff's recommendation to authorize the City Manager to execute an interim JPA.

## ANALYSIS

The formation of the permanent JPA is the final step in the process of establishing the ICIS. The JPA sets forth the final terms by which each of the nine municipalities and one existing joint powers agency will interact. The formation of the JPA conforms with all applicable California Code sections.

Once formed, the JPA shall exist so long as there are two participating members. Participants retain pre-defined rights to withdraw from the JPA. Operational use of the

ICIS and purchase of ICIS-compatible technology is solely determined by each participant.

Negotiations regarding the use of the City Hall tower have been tabled while the ICIS JPA Board seeks congressional funding appropriations. A separate agreement will come forward as required.

Therefore, it is staff's recommendation that Your Honorable Body authorize the City Manager to execute a Joint Exercise of Powers Agreement to establish a permanent Joint Powers Agency to create the Interagency Communications Interoperability System.

Respectfully submitted,

Ryan Lee

RYAN LEE
Acting Information Technology Director

CONCUR:

LEROY J. JACKSON
City Manager

EAG:jg

Attachments: A) Joint Exercise of Powers Agreement
B) Agenda Item 7N dated October 15, 2002
with Agenda Item dated June 25, 2002 as an attachment (Ltd. Distribution)

P:word/agenda/JPA ICIS.doc

Attachment A

# JOINT EXERCISE OF POWERS AGREEMENT TO ESTABLISH A JOINT POWERS AGENCY TO CREATE THE INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this _____ day of _____, 2003, by, between and among the following public agencies:

City of Beverly Hills, a municipal corporation in the State of California;
City of Burbank, a municipal corporation in the State of California;
City of Culver City, a municipal corporation in the State of California;
City of Glendale, a municipal corporation in the State of California;
City of Montebello, a municipal corporation in the State of California;
City of Pasadena, a municipal corporation in the State of California;
City of Pomona, a municipal corporation in the State of California;
City of Torrance, a municipal corporation in the State of California; and
West End Communications Authority, a joint powers agency.

Each of the public agencies executing this Agreement shall individually be referred to as "Member" or collectively referred to as "Members."

## RECITALS

A. Whereas the Members require wide area and interoperable communications, and no Member acting independently has the resources to construct a communications network providing these capabilities;

B. Whereas the County of Los Angeles and City of Los Angeles each independently operate and maintain radio communications systems which provide wide area radio communications capability; and are constructed for optimal coverage within the areas for which these entities have responsibility;

C. Whereas the Los Angeles County Sheriff operates an interoperable communications system for the benefit of all public safety agencies within Los Angeles County; this system known as the Los Angeles Regional Tactical Communications System, is intended for incident-based communications;

D. Whereas the Members have determined that working in concert and sharing their radio communications resources is in the public interest as it provides the most effective and economical radio communications network for all participating public entities;

E. Whereas the goals of the Members are to provide wide area radio communications for the Members, and to provide the Members with interoperability with the County of Los Angeles, the City of Los Angeles, the

County of San Bernardino, the Members, and the other independent cities of Los Angeles and San Bernardino Counties;

F. Whereas the Members agree that it is their goal to evaluate and if feasible, cost effective and appropriate for each Member, cause to be established and to participate in a public safety radio network hereinafter referred to as the "Interagency Communications Interoperability System" or "ICIS" to meet or enhance their current public safety radio communications needs and to provide an architecture capable of expanding to meet future needs;

G. Whereas the Members are each empowered, pursuant to Section 6500 et. seq. of the California Government Code to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies ("joint powers agreement") and other powers applicable to joint powers agencies by law. The West End Communications Authority ("WECA") is an existing joint powers agency which is comprised of the following public agencies: Chino, Montclair, Ontario, Upland, and Rancho Cucamonga; and

H. Whereas the Members agree that the Interim Joint Powers Agency creating the Interagency Communications Interoperability System, created on or about September 17, 2002, to provide a coordinated approach for the evaluation, planning, design, and securing of funding for the development and maintenance of ICIS has been terminated, and is replaced by this Agreement;

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, Members agree as follows:

## ARTICLE I

## GENERAL PROVISIONS

**1.01 Purpose.** This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500, hereinafter the "Act"), relating to the joint exercise of powers common to public agencies. The purpose of this agreement is to create an agency that will engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network. As part of this purpose, members will seek to meet or enhance the current public safety radio communications needs, and provide an architecture capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of a wide-area interoperable public safety communications network. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

**1.02 Creation of Authority.** Pursuant to Section 6507 of the Act, there is hereby created a public entity to be known as the "Interagency Communications Interoperability System Joint Powers Authority" or "ICIS JPA" (hereinafter referred to as the "Authority"). The Authority shall be a public entity separate and apart from the Members and shall administer this Agreement.

**1.03 Governance Board.** The Authority shall be administered by a governance board ("Board") consisting of as many directors as there are Members who are parties to this Agreement, unless and until such number is changed by amendment of this Agreement. The governance board shall consist of the City Manager of each Member or his/her designee and the Chairperson of the WECA Board of Directors or his/her designee ("Director"). Each Director shall have an alternate appointed by the City Manager of each Member and the Chairperson of the WECA Board of Directors, who may act in the Director's absence ("Alternate Director"). The names of the Directors and Alternate Directors shall be provided to the Chairman of the Governance Board at the first meeting of the Board. Any change of the Directors or Alternate Directors shall be provided to the Chairman of the Board in writing in advance of the meetings. Any vacancy shall be filled in the same manner as described herein for appointment. The Board shall be called the "Interagency Communications Interoperability System Joint Powers Authority Governance Board" or "the Board." All voting power of the Authority shall reside in the Board.

**1.04 Fiscal Year.** For purposes of this Agreement, the term "Fiscal Year" shall mean the period from July 1 of each year to and including the following June 30.

**1.05 Meetings of the Board.**

**1.05.1 Regular Meetings.** The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each month. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with the City Clerk of each of the Members.

**1.05.2 Special Meetings.** Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950).

**1.05.3 Call, Notice and Conduct of Meetings.** All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act of the California Government Code.

**1.06 Minutes.** The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Members.

**1.07 Voting.** Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Member's Director. No absentee ballot or proxy shall be permitted.

**1.08 Quorum; Required Votes; Approvals.** A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board from time to time. The affirmative votes of a majority of the Directors shall be required to take any action by the Board, except, a two-thirds (2/3) vote shall be required to take any action on the following: (a) issuance of revenue bonds; and (b) payment of surplus revenue to Members.

**1.09 Annual Budget and Administrative Expenses.** The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Authority, prior to the commencement of each fiscal year.

**1.10 Bylaws.** The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

## ARTICLE II

## OFFICERS AND EMPLOYEES

**2.01 Chairperson, Vice-Chairperson and Secretary.** The Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary who need not be a Director, in July of each calendar year. In the event that the Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or its represented Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular meeting of the Governance Board held after such vacancy occurs. The officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

**2.02 Treasurer.** Pursuant to Sections 6505.4 and 6505.6 of the Act, the treasurer of the Authority shall be the treasurer of the City of Glendale, unless and until the Board by resolution designates another treasurer, who shall be (1) the treasurer of one of the Members; (2) a certified public accountant; or (3) such other officer or employee as the board shall deem qualified to act as treasurer of the Authority ("Treasurer"). The Treasurer shall be the depository, shall have custody of all of the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in Section 6505, 6505.5 and 6547.9 of the Act.

**2.03 Auditor.** The Board shall appoint an auditor who shall be (1) the auditor of one of the Members; or (2) such other officer or employee as the Authority shall deem qualified to act as auditor of the Authority, ("Auditor"). The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of Section 6505, 6505.5 and 6505.6 of the Government Code and generally accepted auditing standards.

**2.04 Other Employees.** The Board shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary for the purpose of this Agreement.

**2.05 Privileges and Immunities from Liability.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or

employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or by reason of their employment by the Board, to be subject to any of the requirements of the Members.

**2.06 Bonding of Persons Having Access to Property.** Pursuant to Section 6505.1 of the Act, the Members shall designate the public office or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Members.

## ARTICLE III

## STANDING COMMITTEES

**3.01 Standing Committees.** The Board shall establish two standing committees to be known as the "ICIS Operations Committee" and the "ICIS Technical Committee" for purposes of making recommendations to the Board. Each Director shall appoint one representative to each standing committee. Each Committee shall have a Chairperson appointed by the Board and a Vice Chairperson elected by the members of the respective Committee subject to the concurrence of the Board. The ICIS Operations Committee members shall be comprised of First Responding Personnel from each Member. The ICIS Technical Committee shall be comprised of Radio Communications Personnel from each Member. A quorum of a Committee shall be a majority of its membership. All meetings of each Committee shall be held in accordance with the Ralph M. Brown Act of the Government Code.

**3.02 First Responding Personnel.** For purposes of this Agreement, First Responding Personnel shall mean personnel of the departments of fire, police or emergency medical services. With regard to WECA, it shall include such personnel from its member cities.

**3.03 Radio Communications Personnel.** For purposes of this Agreement, Radio Communications Personnel shall mean personnel responsible for radio system management, planning, maintenance and operation. With regard to WECA, it shall include such personnel from its member cities.

## ARTICLE IV

## POWERS

**4.01 General Powers.** The Authority shall have the powers common to the City of Glendale and shall do all acts necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the Members.

**4.02 Power to Issue Revenue Bonds.** The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code (hereinafter the "Bond Act"), including the power to issue bonds thereunder, ("Bonds").

**4.03 Specific Powers.** The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

**4.03.1** To make and enter into contracts, provided that under no circumstance shall the Board enter into any contract or commit any act of omission which may result in a debt, liability or obligation, either present or future, for any individual Member, unless such Member expressly agrees in writing to be bound by such contract or conduct;

**4.03.2** To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;

**4.03.3** To employ or engage contractors, agents, or employees;

**4.03.4** To sue and be sued in its own name;

**4.03.5** To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purpose of the Authority;

**4.03.6** To issue bonds and otherwise to incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the Members;

**4.03.7** To invest any money in the treasury pursuant to Section 6505.5 of the Act which is not required for the immediate

necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and

**4.03.8** To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

**4.04 Limitation on Exercise of Powers.** All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the City of Glendale and as set forth in this Agreement.

**4.05 Obligations of Authority.** The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to Section 6547.8 of the Act, no Director shall be personally liable on the Bonds or subject to any personal liability or accountability by reason of the issuance of Bonds.

## ARTICLE V

## CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

**5.01 Contributions.** The Members may, in the appropriate circumstance, when required hereunder: (a) make contributions from their treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or (d) use its personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6513 of the Act, as it may be amended from time to time, are hereby incorporated into this Agreement by reference.

**5.02 Accounts and Reports.** To the extent not covered by the duties assigned to a trustee chosen by the Authority, the Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of a trustee or the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Members to the extent that such activities are not covered by the report of such trustee. The trustee appointed under any indenture or trust agreement shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said trust agreement. Said trustee may be given such duties in said indenture or trust agreement as may be desirable to carry out this Agreement.

**5.03 Funds.** Subject to the applicable provisions of any instrument or agreement which the Authority may enter into which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody and disburse Authority funds in accordance with laws applicable to public agencies and generally accepted accounting practices, and shall make the disbursements required by this Agreement or to carry out any of the purposes of this Agreement.

**5.04 Use of Master Site and Infrastructures.** The City of Glendale shall permit the use of its Master Site and use of its trunking infrastructure to the Authority. Members that currently maintain Infrastructure or Members that intend to develop Infrastructure in the future may permit the use of such Infrastructure to the Authority. Members not developing an Infrastructure may permit the use of radio stations and/or trunking-capable frequencies.

**5.05 Sharing of Frequencies.** Members holding licenses to frequencies ("Licenses") may authorize the Authority to share the use of such frequencies

and/or radio stations in accordance with the Code of Federal Regulations, (47 CFR 90.179). Such authorization may be revoked by the Member holding the License at any time. Licenses to frequencies shall remain primary to the Member holding the License. Any authorization for the use of such License shall be made pursuant to a written agreement between the Member and Authority.

**5.06 Infrastructure.** For purposes of this Agreement, Infrastructure shall mean an interconnected trunked radio system or cell, not including the Master Site or improvements thereto, or the microwave.

**5.07 Master Site.** For purposes of this Agreement, Master Site shall mean the systems and equipment through which the infrastructure components are interconnected and which controls subscribers roaming through cells.

## ARTICLE VI

## TERM, WITHDRAWAL AND TERMINATION

**6.01 Term.** This Agreement shall become effective, and the Authority shall come into existence, on the date when at least two Members have approved and executed this Agreement, and this Agreement and the Authority shall thereafter continue in full force and effect so long as there are at least two Members who are participating as part of the Authority. However, if any Bonds have been issued and remain outstanding, this Agreement cannot be terminated, and Members benefiting from such Bonds shall not withdraw from the Authority, until all revenue bonds or other forms of indebtedness issued pursuant hereto, and the interest thereon, shall have been paid or adequate provision for such payment shall have been made in accordance with the resolution (or indenture) adopted by the Board. No termination or amendment shall be made which is contrary to the language, spirit or intent of any contract and/or grant agreement entered into by the Authority.

**6.02 Withdrawal by Members.** Subject to the restriction on withdrawal contained in Section 6.01 above, members of the Authority may withdraw from membership based upon the following provisions. Members who do not provide Infrastructure to ICIS shall provide ninety (90) days advanced written notice of intent to withdraw from the Authority to the Chairperson. Members which provide Infrastructure to ICIS, shall provide twelve (12) months advanced written notice of intent to withdraw from the Authority to the Chairperson. The City of Glendale shall provide twenty-four (24) months advanced written notice of intent to withdraw from the Authority to the Chairperson. In the event the City of Glendale withdraws from the Authority, the Authority and/or the remaining Members independently shall have the right and option, for consideration received, to remain interconnected with City of Glendale's Master Site, provided City of Glendale radio users retain the right to roam onto those Members' Infrastructure, and the Members provide funds sufficient for the maintenance of that portion of the Master Site used by the Members. This option must be exercised by entering into a separate agreement between the City of Glendale and by the adoption of a resolution by the Board or by the governing body of the Member on or before sixty (60) days prior to the last day for withdrawal of the City of Glendale.

**6.03 Retention of Assets by Withdrawing Members.** Upon the effective date of withdrawal from the Authority, a Member shall hold their Licenses and retain their licensing rights to the shared frequencies authorized to the Authority pursuant to Section 5.05. In addition, the use of the withdrawing Member's Infrastructure by the Authority shall be terminated on the effective date of withdrawal, and such Infrastructure, and any improvements thereto, shall remain the sole asset of the withdrawing Member. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or any of the remaining Members.

**6.04 Termination of Authority and Disposition of Assets.** Upon termination of this Agreement and dissolution of the Authority by all Members then party to this Agreement and after payment of all obligations of the Authority, all property of the Authority, both real and personal, shall be divided among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. Upon a vote of a two-thirds majority of the Board, the Board may sell such property and distribute the proceeds of such sale among such Members in shares proportionate to the total contributions for the acquisition of said property made by such Members. If the assets consist of money, any money in the possession of the Authority shall be divided equally among the Members then party to this Agreement. Members shall hold their licenses and retain their licensing rights to the shared frequencies authorized to the Authority. In addition, each Member shall hold their Licenses and retain their Licensing rights to the shared frequencies authorized to the Authority pursuant to Section 5.05 and any Infrastructure provided by the Member to the Authority shall remain the sole asset of that Member.

## ARTICLE VII

## MISCELLANEOUS PROVISIONS

**7.01 Notices.** Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Secretary of the Authority and to the City Clerk of each of the Members at their principal place of business or in the case of WECA to the Chairperson of the WECA Board of Directors. Any written notice sent by first class United States mail shall be deemed given on the third (3rd) business day after deposit. Any written notice sent via certified return receipt requested shall be deemed given on the date such return receipt is signed by the addressee.

**7.02 Amendment; Addition of Members.**

**7.02.1** In addition to the original signatories to this Agreement, any local agency may become a Member of the Authority. The addition of any local agency shall become effective upon: (i) the execution on behalf of such local agency of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and (ii) the adoption of a resolution of the Board admitting that local agency to the Authority. As used in this section, local agency shall mean a county, a city, whether general law or chartered, or a joint powers agency.

**7.02.2** This Agreement may be amended at any time by the two/thirds (2/3) agreement of the then existing Members, evidenced by the execution of a written amendment to this Agreement.

**7.03 Membership.** Notwithstanding any other provisions of this Agreement, if all the Members named on the first page of this Agreement have not approved and executed this Agreement on or before September 15, 2003, but two or more of the Members have approved and executed this Agreement on or before said date, then the "Interagency Communications Interoperability System Authority" shall be deemed created by only those Members who have approved and executed this Agreement on or before said date, and only those agencies shall be parties to this Agreement. After September 15, 2003, any agencies who are not then parties to this Agreement may become parties in the manner set forth in Section 7.02.1.

**7.04 Consents and Approvals.** Any consents or approvals required under this Agreement shall not be unreasonably withheld.

**7.05 Enforcement of Authority.** The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

**7.06 Severability.** If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**7.07 Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

**7.08 Assignment.** No Member shall assign any rights or obligations under this Agreement without the prior written consent of all other Members.

**7.09 Governing Law.** This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

**7.10 Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

**7.11 Counterparts.** This Agreement may be executed in counterparts.

**7.12 No Third Party Beneficiaries.** This Agreement and the obligations hereunder are not intended to benefit any party other than the ICIS JPA and its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party=s performance or non-performance under this Agreement, except as expressly provided otherwise herein.

**7.13 Filing of Notice of Agreement.** Within 30 days after this Agreement becomes effective, the City of Glendale shall file with the Secretary of State the notice of Agreement required by section 6503.5 of the Act.

**7.14 Conflict of Interest Code.** The Board shall adopt a conflict of interest code as required by law.

**7.15 Indemnification.** The Authority shall defend, indemnify and hold harmless each of the Members from any and all claims, losses, suits, injuries, damages, costs and expenses, including attorney's fees, arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or

employees, to the extent of the Authority's negligence or willful misconduct. The indemnity granted under this section shall extend to the officers, agents, employees and contractors of each indemnified party.

**7.16 Dispute Resolution/Legal Proceedings.** Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority. If any action at law or in equity is brought to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, their official seals to be hereto affixed, as follows:

CITY OF BEVERLY HILLS

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

CITY OF BURBANK

By: _____
City Manager Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

CITY OF CULVER CITY

By: _____
City Manager Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

CITY OF GLENDALE

By: _____
City Manager Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

CITY OF MONTEBELLO

By: _____
City Manager Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

CITY OF PASADENA

By: _____
City Manager Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

CITY OF POMONA

By: _____
City Manager Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

CITY OF TORRANCE

By: _____
City Manager Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

WEST END COMMUNICATIONS AUTHORITY

By: _____
Chairperson Dated

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM this

_____ day of _____

By: _____
City Attorney

Attachment B

# CITY OF TORRANCE

LeROY J. JACKSON
CITY MANAGER

July 27, 2004

Steve Hronek
Executive Director ICIS JPA
c/o City of Glendale
141 N. Glendale Av #314
Glendale, CA 91206

**Re: Torrance Radio System Replacement Update**

Dear Mr. Hronek:

After careful consideration, the City of Torrance elected to purchase a conventional two-way radio system as a part of our multi-year communication system replacement program. The system design and equipment selected will provide trunking capability but will not be ICIS compatible. Our decision was by no means an easy one, nor was it taken lightly.

Since we became a JPA member, our staff has been working diligently on finding a system replacement that meets the City's requirements and available resources while taking into account the features that ICIS offered. Our staff successfully designed a system replacement program that complies with future FCC criteria while building a foundation for future operational growth and expansion. The replacement system retains our interoperability currently in use with other local surrounding municipalities and provides needed potential operational capabilities not available with our current system.

We are mindful of the impact our decision may have on the JPA and we understand that our decision may suggest our lack of support for the JPA and regional benefits ICIS hopes to achieve; however, this is not the case. We remain as committed as ever to achieving and maintaining functional interoperability capabilities with all regional agencies today as we were when we first joined the JPA.

We remain eager to participate and assist the JPA in a manner that best suits its needs. We ask the JPA to consider our radio replacement decision and to recommend how the City of Torrance can continue to lend its support and assistance to the JPA.

Respectfully,

LeRoy J. Jackson
City Manager

3031 Torrance Boulevard • Torrance, California 90503 • Telephone 310/618-5880