

**SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT**

This Second Amended And Restated Joint Powers Agreement (this "Agreement") is entered into on the Effective Date set forth herein by and between the public agencies signatory hereto and also those which may hereinafter become signatory hereto (hereinafter "public agencies"):

WITNESSETH:

WHEREAS, said public agencies recognize the dire communications congestion problem and the resultant ramifications thereof within that certain geographical region of the County of Los Angeles known as the "South Bay"; and,

WHEREAS, the State Legislature, in 1972, added Article 6 to Title 5, Division 2, Part 1, Chapter 1, of the Government Code of the State of California which mandates the implementation of a uniform emergency telephone number designated "911" by January 31, 1982, for use throughout the State of California; and,

WHEREAS, said public agencies have heretofore determined that the system through which the uniform emergency telephone number service is to be provided should be a regional center responsive to the local needs of the citizenry of said public agencies; and,

WHEREAS, said public agencies have heretofore determined a need to establish a consolidated, regional, computer-assisted dispatch operation to best serve the needs of all of the citizens of said public agencies; and,

WHEREAS, said public agencies have heretofore determined that the interests of the citizens of each of said public agencies can best be served by the coordinated use of public safety radio channels; and,

WHEREAS, said public agencies recognize the mutual benefit of a consolidated, regional joint effort for the development, implementation and the subsequent operation and maintenance of such a consolidated regional system; and,

WHEREAS, said public agencies desire to consolidate and provide emergency call receiving, dispatching, and related operations; and,

WHEREAS the cost of developing, implementing, operating and maintaining said consolidated regional system is more than can be borne by one or a few municipalities within the “South Bay” area; and,

WHEREAS, said public agencies have heretofore determined that it is desirable and necessary to collectively direct the management policies and operational practices of said consolidated regional system; and,

WHEREAS, the Joint Exercise of Powers Act, being Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the “Joint Powers Act”), authorizes said public agencies to enter into agreements for the joint exercise of any power common to them; and,

WHEREAS, said public agencies possess the power to consolidate public safety services communications by the execution and implementation of this Agreement.

WHEREAS, in light of the facts set forth in the above recitals, the public agencies previously entered in that certain Joint Powers Agreement effective as of November 4, 1975 (the “Original JPA”) to establish a joint exercise of powers authority known and as designated as the “South Bay Regional Public Communications Authority” (the “Authority”); and

WHEREAS, the public agencies have previously amended and restated the Original JPA by entering in that certain Amended and Restated Joint Powers Agreement effective as of April

25, 2001 (the "First Amended JPA"), which clarifies the method by which the Authority's purpose will be accomplished; and

WHEREAS, the public agencies believe it to be in their best interests to further amend and restate the First Amended JPA to make certain clarifications and address certain amendments to the Joint Powers Act by entering into this Agreement, which will replace and supersede the First Amended JPA in its entirety;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES ELIGIBLE FOR MEMBERSHIP IN THE AUTHORITY, each of the parties hereto does hereby agree as follows:

1. Authority Established by Original JPA; Authority as a Separate Public Entity; Amendment and Restatement of First Amended JPA. Pursuant to the joint powers authorization of the Government Code, the Authority has been established by the Original JPA and designated as the "South Bay Regional Public Communications Authority." The members of the Authority consist of all of the public agencies signatory hereto and those public agencies which may hereafter become signatory hereto. Said Authority is an agency and public entity separate from the parties to this Agreement. The Original JPA was amended, restated, and superseded by the First Amended JPA. As of the Effective Date set forth herein, this Agreement amends, restates, and supersedes the First Amended JPA.

2. By-Laws. The Authority shall be subject to, and shall be governed by, those certain By-Laws originally adopted on October 14, 1975 by the unanimous express consent of all public agencies signatory hereto, as heretofore amended, together with any amendments not inconsistent with or contrary to the laws of the State of California or this Agreement which hereafter may be

made by the Board of Directors to said By-Laws in the manner and means therein set forth, provided that the Board of Directors may not delegate to any other body, officer or person its authority hereunder to amend the By-Laws. The By-Laws shall be consistent with this Agreement and shall provide for the administration and management of the Authority, the regulation of its business, and the conduct of its affairs. In the event of a conflict between the provisions of the By-Laws and the provisions of this Agreement, the provisions of this Agreement shall govern.

3. Purpose. The purpose of this Agreement shall be as set forth in the recitals hereinabove and the preamble to the By-Laws. Said purpose shall be accomplished and carried out, in part, through the issuance by the Authority of its Revenue Bonds, pursuant to Article 2 or Article 4 of the Joint Powers Act (together, the "Bond Acts") to pay the cost and expenses of acquiring or constructing a project for any of the purposes permitted thereby and hereby, and in the manner set forth in said By-Laws. In addition, said purpose shall be accomplished and carried out through entering into project operating and service agreements with public agencies, pursuant to which the authority will operate a project in conformity with the recitals hereinabove.

4. Powers of the Authority; Restrictions on Powers. The Authority shall have all of the powers common to the public agencies and all additional powers set forth in the Joint Powers Act (including but not limited to those set forth in Article 4 thereof) and other statutes applicable to the Authority, and is hereby authorized to do all acts necessary or appropriate for the exercise of such powers toward and in connection with accomplishing the purposes of the Authority. Without limiting the foregoing, the Authority shall have the power in its own name, to make and enter into contracts and leases, to employ agents and employees, to acquire, hold and dispose of property, real and personal, to sue and be sued in its own name, and to incur debts, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement, including but not

limited to, the issuance of bonds, notes, commercial paper, certificates of participation, and any other evidences of indebtedness pursuant to the Bond Acts and any other applicable state law providing authority therefor. However, the debts, liabilities and obligations of the Authority shall not constitute any debt, liability or obligation to any of the individual public agencies which are signatory to this Agreement; provided, pursuant to Government Code Section 6508.1, if the Authority contracts with a public retirement system (as defined in Section 6508.1(b)), the retirement liabilities of the Authority shall be debts, liabilities, and obligations of the individual public agencies which are signatory to this Agreement to the extent and in such manner provided by the Joint Powers Act, including but not limited to Sections 6508.1 and 6508.2 therein (i.e., upon termination of the retirement plan contract, or a decision by the Board of Directors to dissolve or cease the operations of the Authority). The Authority shall have the power of eminent domain which power shall not be exercised except with the unanimous consent of all member agencies.

Pursuant to and to the extent required by Section 6509 of the Joint Powers Act, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Hawthorne is restricted in its exercise of similar powers.

5. Accounts and Reports. The Authority shall strictly account for all funds and compile a report of all receipts and disbursements made by the Authority. The Authority hereby designates the Manhattan Beach City Treasurer as the Treasurer and Controller of the Authority, and such Treasurer and Controller shall have the powers and duties set forth in Sections 6505 and 6505.5 of the Joint Powers Act. The Authority hereby designates its Finance & Performance Audit Manager as the Auditor of the Authority, and such Auditor shall have the duties and functions set forth in Section 6505.6 of the Joint Powers Act.

Unless the financial statements of the Authority are audited by the Controller of the State of California to satisfy federal audit requirements, the Auditor shall either make or contract with a certified public accountant to make an annual audit of the accounts and records of the Authority; provided, however, that if the Auditor is an officer or employee of the Authority but not the treasurer of one of the public agencies signatory hereto, the Auditor must contract with a certified public accountant to perform such audit. In any case, the minimum requirements of the audit shall be those prescribed by the California State Controller for special districts under Section 26909 of the Government Code, and shall comply with generally accepted auditing standards. A report of said audit shall be filed as a public record with each of the contracting parties listed on the signature page hereto, as well as with the county auditor of Los Angeles County within twelve months of the end of the Authority's fiscal year. The Authority shall send a copy of the audit report to any public agency or person in California that submits a written request for such report to the Authority.

Any costs of the audit, including contracts with, or employment of, certified public accountants, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for such purpose.

6. Disposition of Assets. Upon dissolution as provided herein and in the By-Laws, any assets or surplus cash owned by the Authority after the payment of all liabilities, costs, expenses and charges validly incurred hereunder shall be divided among the then Authority members in proportion to the amount of contributions made by such member agencies.

7. Surplus Moneys. After completion of the purpose set forth in Section 3, any surplus money on hand after payment of all expenses, including but not limited to all expenses incurred in connection with the issuance of any bonds by the Authority, shall be returned to the constituent entities of the Authority in proportion to the contributions made by each such entity.

8. Membership. Each public agency signatory to this Agreement, and each additional public agency eligible for membership pursuant to the provisions of said By-Laws, which may hereafter sign said Agreement, is a member of said Authority and is entitled to all the rights and privileges and is subject to the obligations of membership, all as provided in said By-Laws.

9. Termination of Membership. This Agreement shall remain in full force and effect as to all member agencies from and after the Effective Date hereof. Any party to this Agreement may cease to be a party hereto and may withdraw from membership in Authority by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice thereof to the Executive Director of the Authority and to each of the other public agencies signatory to this Agreement at least ninety (90) days prior to the end of the then current fiscal year. Said termination shall be effective at midnight on the last day of said current fiscal year. Notwithstanding anything herein to the contrary, no termination of membership by a public agency shall be effective unless such termination is in compliance with such public agency's project operating and service agreement. A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the Authority or any member agency terminated from membership as provided herein, shall forever forfeit its claim to any assets of the Authority. Upon withdrawal or termination of any member of the Authority, the equipment in the sole possession and use of that member agency shall be returned to the Authority within 30 days unless otherwise prohibited by any law, contract or grant.

In the event said member agencies cannot unanimously agree upon the manner of disposition of such assets, said assets (other than any fixtures or improvements made to the premises or property by any member agency which cannot reasonably be removed therefrom) shall be sold by the Authority and the cash derived from said sale shall be distributed in the manner

hereinabove provided. Any fixtures or improvements not so removed from any member agency shall become the property of such member agency and the then current market value of such fixtures or improvements shall be credited to such agency for purposes of determining the distribution to be made hereunder.

10. Administration. Pursuant to the provisions of the Joint Powers Act, the Authority, as established by this Agreement and as governed by said By-Laws, shall be the joint powers agency authorized to administer this Agreement.

11. Board of Directors. The governing body of the Authority shall be known as the Board of Directors. The Board of Directors shall be vested with all of the rights, powers, duties, privileges and immunities of the Authority.

A. Membership. Representation on the Board of Directors shall be as follows:

1) The membership of the Board of Directors shall be composed of one representative from each member agency of the Authority.

2) Only the official representative or designated alternate representative from each member agency, as hereinafter provided, shall represent such member agency on the Board of Directors.

3) The official representative and alternate representative from each member agency shall be members of the legislative body of each such agency. The legislative body of each member agency shall designate in writing to the Authority the names of the official representative and the alternate representative to the Board of Directors. Such notice of designation shall include the mailing address of the persons so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or the By-Laws.



4) An official representative or alternate representative shall serve until a successor is appointed by the respective member agency, except if an official representative or alternate representative ceases to be a member of the legislative body of the appointing member agency, in which case, the seat of the official representative or alternate representative shall be vacant until a successor is appointed.

5) Each public agency that is a member of the Authority shall be entitled to one vote on the Board of Directors. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.

6) Non-voting, ex-officio members of the Board of Directors may be established by the By-Laws.

B. Meetings. Regular public meetings of the Board of Directors shall be held at least twice annually. The Board of Directors shall fix by resolution the date, time and place at which each regular meeting is to be held. Each meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, being California Government Code Section 54950, et seq. The Board of Directors shall have minutes of regular, adjourned regular, and special meetings kept by the Secretary of the Board of Directors appointed in the manner set forth in the By-Laws. A majority of the members of the Board of Directors shall be a quorum for the transaction of business. However, less than a quorum may adjourn a meeting from time to time.

12. Powers of the Board of Directors; Officers. Except as otherwise provided in this Agreement, the Board of Directors shall exercise all powers and conduct all business of the Authority, either directly or, with respect to its functions of program development, policy

formulation (but not policy adoption, which shall be reserved to the Board of Directors and may not be delegated), or program implementation, by delegation to other bodies, officers, or persons as may be provided for by the Authority in its By-Laws. Subject to the foregoing, the officers of the Authority shall include (i) a Treasurer and Controller, as designated in Section 5; (ii) an Auditor, as designated in Section 5; (iii) an Executive Director who shall be the chief administrative officer of the Authority and have such powers and duties and be appointed in the manner set forth in the By-Laws; and (iv) a Secretary who shall keep minutes of the meetings of the Board of Directors as specified in Section 11.B and have such powers and be appointed in the manner set forth in the By-Laws. The Board of Directors may not delegate its authority under Section 2 to amend the By-Laws. The Board of Directors may establish any other officers and administrative or advisory bodies of the Authority as may be provided in By-Laws of the Authority, in each instance subject to the limitations and provisions set forth in this Section 12. The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated. The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority. The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

13. Bonding Persons Having Access to Property. The public agencies signatory to this Agreement hereby designate the Executive Director of the Authority and the Treasurer and Controller of the Authority, and the designee or designees of each of them, as the persons who shall have charge of, handle, or have access to any property of the Authority. Such person or persons shall file an official bond in the amount required by the Board of Directors by resolution adopted from time to time, which shall be in a minimum amount of \$100,000 and may be in the

form of a public employees blanket bond, or an insurance policy providing coverage to the Authority equivalent to or greater than the loss protections provided by such a fidelity bond, purchased by the Authority from an appropriate insurance company. The Authority shall pay the cost of premiums associated with the bond.

14. Amendment. This Agreement may not be amended, except by written agreement of all the then parties to it, provided, however, that the By-Laws hereafter adopted may be amended from time to time by the method and means provided therein.

15. Duration of Agreement; Dissolution. This Agreement shall continue in effect until terminated by unanimous consent of the then parties to it or until dissolution of the Authority in the manner provided in said By-Laws. Upon such termination, or dissolution, the assets remaining, including any surplus money, shall be disposed of in the manner set forth in this Agreement, including but not limited to Sections 6 and 7, and in said By-Laws.

The public agencies signatory hereto shall comply with Section 6508.2 of the Joint Powers Act. Without limiting the foregoing, the public agencies signatory hereto shall mutually agree as to the apportionment of the public agencies' retirement obligations among themselves in such a manner that the agreement equals 100 percent of the Authority's retirement liability in the event of any of the following: (a) if the Authority contracts with the California Public Employees' Retirement System (CalPERS), prior to filing a notice of termination pursuant to Section 20570 or 20571 of the Public Employees Retirement Law (California Government Code Section 20000 et seq.); or (b) if the Authority does not contract with CalPERS, a decision by the Board of Directors to dissolve or cease the operations of the Authority. If such an event occurs and the public agencies are unable to mutually agree upon the apportionment of the public agencies' retirement obligations among themselves, the board of the pension or retirement system with which the Authority

contracts shall apportion the retirement liability of the Authority among such public agencies in the manner provided by Section 6508.2 of the Joint Powers Act.

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

17. Effective Date of Agreement. This Agreement shall become effective (the "Effective Date") upon its execution by the Cities of Gardena, Hawthorne and Manhattan Beach.

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

Dated: 4/28/2020

CITY OF GARDENA

Attest: Becky Romero  
for City Clerk

By: Tasha Curda  
Mayor

Dated: 5/18/20

CITY OF HAWTHORNE

Attest: PC  
City Clerk

By: Alfredo Vargas  
Mayor

Dated: 11-15-20

CITY OF MANHATTAN BEACH

Attest: [Signature]  
City Clerk

By: [Signature]  
Mayor



**SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY**

**BYLAWS**

**(ADOPTED OCTOBER 14, 1975)**

**(Amended by Board Action on October 21, 1981),**

**Resolution 10 [May 19, 1977], Resolution 23 [July 20, 1979],**

**Resolution 31 [June 26, 1980], Resolution 38 [October 15, 1980],**

**Resolution 54 [December 16, 1981], Resolution 61 [August 18, 1982],**

**Resolution 73 [December 21, 1983], Resolution 103 [August 20, 1986],**

**Resolution 117 [March 16, 1988], Resolution 129 [December 21, 1988],**

**Resolution 131 [February 15, 1989], Resolution 145 [February 21, 1990],**

**Resolution 159 [July 17, 1991], Resolution 186 [December 20, 1995],**

**Resolution 206 [November 17, 1999], Resolution 210 [September 18, 2000],**

**Resolution 216 [January 3, 2001], Resolution 262 [January 15, 2008],**

**Resolution 324 [September 17, 2019], and Resolution 339 [April 14, 2020]**

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**PREAMBLE**

The South Bay Regional Public Communications Authority (hereinafter “Authority”) is an agency voluntarily established by the public agencies signatory to the Joint Powers Agreement attached hereto (hereinafter “member agencies”) pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California for the purpose of providing a forum for discussion, study, development, implementation, operation and maintenance of a consolidated regional public safety services communications system for the mutual benefit of the membership. A substantial function of said Authority is to provide a computerized criminal justice information system dedicated to purposes related solely to the administration of criminal justice and, for such purposes, the Authority is a criminal justice system.

**ARTICLE I**

**FUNCTIONS**

**The functions of the Authority are:**

- A.** To enter into contracts;
- B.** To employ agents and employees;
- C.** To acquire, hold and dispose of property, real and personal;
- D.** To acquire, construct, manage, operate and maintain any building or portion thereof for the purposes of carrying out the functions of the Authority; and
- E.** To incur debts, liabilities and obligations for the purpose of carrying out the functions of the Authority.

**ARTICLE II**

**MEMBERSHIP**

- A.** Any public agency is eligible for membership in the Authority.
- B.** Membership shall be contingent upon the execution of the Joint Powers Agreement creating and establishing this Authority (as amended from time to time, the “Agreement”) and the payment by each such member agency of all membership assessments and costs as specified herein.
- C.** Subsequent to the effective date of said Agreement, any public agency wishing membership in the Authority shall be admitted only upon a two-thirds vote of the total membership of the Board of Directors if the Authority has four or more members, or upon a unanimous vote of the Board if the Authority has less than four members. However, whenever any member of the Authority has given notice pursuant to these By-Laws of its intention to withdraw as a member from the Authority, such member shall not be eligible to vote on any action of the Board to add one or more new members to the Authority. The Board of Directors may, by a similar

vote, impose conditions governing the admission of such new members in addition to the terms, costs and assessment charges as specified in the Agreement or Bylaws. Any revenue derived from the imposition of such conditions shall be apportioned among the then existing members by an advance payment credit in proportion to the respective cash contributions of each of said members to the Authority to date.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

- A. The governing body of this Authority shall be known as the “Board of Directors”.**
- B. Representation on the Board of Directors shall be as follows:**
1. The membership of the Board of Directors shall be composed of one representative from each member agency of the Authority and be appointed as set forth in Section 11 of the Agreement.
  2. Pursuant to Section 11.A.6 of the Agreement, the Executive Director and the Chair of the User Committee shall be non-voting, ex-officio members of the Board of Directors.
- C. Board Officers.**
1. The Board of Directors shall elect from among the membership of the official representatives of said Board a Chairperson and a Vice Chairperson. The Executive Director of the Authority shall automatically be the Secretary of the Board of Directors.
  2. Officers of the Board of Directors shall be elected at the first meeting of said Board and at the first meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
  3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of such person holding such office or in the event that officer ceases to be a member of the legislative body of the appointing member agency. The Board of Directors shall fill such vacancy in accordance with the provisions of these Bylaws.
  4. The Chairperson shall preside at all meetings of the Board of Directors. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.
  5. The Secretary shall keep a record of all of the proceedings of the Board and perform the usual duties of such office.



**D. Meetings.**

1. Per Section 11.B of the Agreement, regular public meetings of the Board of Directors shall be held at least twice annually at a date, time and place established by resolution of the Board pursuant to the provisions of the Ralph M. Brown Act (the "Brown Act"), being California Government Code Section 54950, et seq., including but not limited to Section 54954 therein. Special meetings of the Board may be called by its Chairperson or by the written request of a majority of the members of said Board. The last regularly scheduled meeting of the Board shall be held prior to April 1 of each year at which meeting the Board shall consider and adopt the annual budget for the Authority for the following fiscal year.
2. Notice of regular meetings shall be given to the official representative of each member agency at or before the same time as the agenda for the subject meeting is posted in accordance with the Brown Act. Such notice shall also be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for each notice with the Secretary. An agenda for each such meeting shall accompany the notice; regular meetings shall be limited to the matters set forth in such agenda. Explanatory agenda documentation shall also accompany each notice.
3. Notice of special meetings shall be given to the official representative of each member agency in accordance with the Brown Act. Similar notice shall be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for such notice with the Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public, or at such time and in such manner as may otherwise be specified in the Brown Act. An agenda specifying the subject of the special meeting shall accompany the notice, as will explanatory agenda documentation.
4. At least 72 hours before a regular meeting (or at such time and in such manner as may otherwise be specified in the Brown Act), the Secretary, or his or her designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on the posted agenda. Notwithstanding the above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by a majority vote of the Board that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Board, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted as specified above.
- c. The item was posted for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**E. Voting in the Board of Directors shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote on the Board of Directors. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the Board of Directors shall consist of representation of a majority of the member agencies, and the Board shall act only upon a majority vote of the quorum. Pursuant to Article XV, resolutions amending the Bylaws require ten (10) days' prior notice to all member agencies before a vote may be taken by the Board of Directors.
3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any representative present.

**F. Board Rules.**

1. The Board shall establish rules governing its own conduct and procedures, and shall have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or these Bylaws.
2. Representatives of member agencies, while serving on the Board, shall receive such salary or compensation as may be established by resolution of the Board. Reimbursement of reasonable and necessary expenses may also be approved by the Board on a case-by-case basis.

## ARTICLE IV

### POWERS AND DUTIES OF THE BOARD

- A. The Board of Directors is hereby designated as the governing body of the Authority and shall have the powers and duties set forth in this Article.
- B. The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization.
- C. Except as otherwise provided in these Bylaws, the Board shall have full control of the affairs of this Authority.
- D. The Board of Directors shall appoint an Executive Committee which shall be composed of the City Manager/equivalent officer (or his or her designee) from each member of the Authority. The Executive Committee shall be responsible for the day-to-day management and control of the operations of the Authority and shall have the powers and duties set forth in these By-Laws.
- E. The Board shall establish the annual budget for the Authority as provided in these Bylaws.
- F. The Board may exercise any other power necessary and incidental to the implementation of its powers and duties.
- G. The Board shall make all policy decisions and determinations for the Authority.
- H. Any representative who desires to propose any policy matter for determination by the Board of Directors may, but is not required to, submit the matter to the Executive Committee in the form of a proposed resolution prior to the regular meeting of the Board of Directors at which such matter will be considered. The Executive Committee shall consider each such resolution and may submit its recommendations for action to the Board of Directors. A copy of each such proposed resolution together with the Executive Committee's recommendations thereon, shall be included in the agenda materials for the next scheduled meeting of the Board of Directors.
- I. Any representative may, at any meeting of the Board of Directors, request review by the Board of Directors of any action of the Executive Committee or the User Committee which has been taken between meetings of the Board of Directors or Executive Committee.
- J. At its last regularly scheduled meeting held prior to April 1 of each year, the Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.

## **ARTICLE V**

### **EXECUTIVE COMMITTEE**

**A. An Executive Committee is hereby established for this Authority.**

**B. Representation on the Executive Committee shall be as follows:**

1. The membership of the Executive Committee shall be composed of one representative from each member agency of the Authority.
2. Only the official representative or designated alternate representative from each member agency, as hereinafter provided, shall represent such member agency on the Executive Committee.
3. The official representative and alternate representative from each member agency shall be the City Manager/equivalent officer (or his or her designee) from each member of the Authority. The legislative body of each member agency shall designate in writing to the Authority the names of the official representative and the alternate representative to the Executive Committee. Such notice of designation shall include the mailing address of the persons so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or by these Bylaws.
4. An official representative or alternate representative shall serve until a successor is appointed by the respective member agency.
5. The Executive Director and the Chair of the User Committee shall be non-voting, ex-officio members of the Executive Committee.

**C. Executive Committee Officers.**

1. The Executive Committee shall elect from among the membership of the official representatives of said Committee a Chairperson and a Vice Chairperson. The Executive Director of the Authority shall automatically be the Secretary of the Executive Committee.
2. Officers of the Executive Committee shall be elected at the first meeting of said Committee and at the first meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of such person holding such office or in the event that officer ceases to be an employee of the appointing member agency. The Executive Committee shall fill such vacancy in accordance with the provisions of these Bylaws.

4. The Chairperson shall preside at all meetings of the Executive Committee. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.
5. The Secretary shall keep a record of all of the proceedings of the Executive Committee and perform the usual duties of such office.

**D. Meetings.**

1. Regular public meetings of the Executive Committee shall be held monthly at a regular date, time and place established by resolution of the Committee pursuant to the provisions of the Brown Act, including but not limited to Section 54954 therein. Special meetings of the Committee may be called by its Chairperson or by the written request of a majority of the members of said Committee.
2. Notice of regular meetings shall be given to the official representative of each member agency at or before the same time as the agenda for the subject meeting is posted in accordance with the Brown Act. Such notice shall also be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for each notice with the Secretary. An agenda for each such meeting shall accompany the notice; regular meetings shall be limited to the matters set forth in such agenda. Explanatory agenda documentation shall also accompany each notice.
3. Notice of special meetings shall be given to the official representative of each member agency in accordance with the Brown Act. Similar notice shall be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for such notice with the Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public, or at such time and in such manner as may otherwise be specified in the Brown Act. An agenda specifying the subject of the special meeting shall accompany the notice, as will explanatory agenda documentation.
4. At least 72 hours before a regular meeting (or at such time and in such manner as may otherwise be specified in the Brown Act), the Secretary, or his or her designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on the posted agenda. Notwithstanding the above, the Executive Committee may take action on items of business not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by a majority vote of the Committee that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Committee, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted as specified above.
- c. The item was posted for a prior meeting of the Executive Committee occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**E. Voting in the Executive Committee shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote on the Executive Committee. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the Executive Committee shall consist of representation of a majority of the member agencies, and the Committee shall act only upon a majority vote of the quorum.
3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any representative present.

**F. Executive Committee Rules.**

1. The Executive Committee shall establish rules governing its own conduct and procedures, and shall have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or these Bylaws.
2. Representatives of member agencies, while serving on the Committee, shall receive such salary or compensation as may be established by resolution of the Board of Directors. Reimbursement of reasonable and necessary expenses may also be approved by the Committee on a case-by-case basis.

## ARTICLE VI

### POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

- A.** The Executive Committee shall be responsible to the Board of Directors for the administration and management of Authority affairs, the provision of assistance and advice to the Board of Directors, adhering to the budget adopted by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors), and supervision of the Executive Director, and shall have the powers and duties set forth in this Article.
- B.** Subject to the limitations set forth in Section 12 of the Agreement and in paragraph C below, the Committee shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization and administer the budget adopted by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors), including the establishing of mobile digital and radio communications system; establishing of "9-1-1" service; establishing the requisite data processing and information system; engaging in the development and implementation of necessary programs thereto; acquiring any necessary site; maintaining any system for communications; and for the handling of data processing and management information. Any of the foregoing activities, or any other activities authorized by the Agreement or these Bylaws, may be accomplished by entering into contracts, leases or other agreements whenever the Committee shall deem such to be advisable.
- C.** The Executive Committee shall be responsible for implementing the Board-approved budget of the Authority and managing the work plan of the Authority within the budget approved by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors). The Board of Directors hereby delegates to the Executive Committee the Board's powers and duties for the purposes of program development, policy formulation (but not policy adoption, which shall be reserved to the Board of Directors and may not be delegated), and program implementation, including but not limited to the following: to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the Committee deems necessary; and to contract for or purchase any necessary space, materials, supplies, equipment, machinery and personnel with one or more member agencies or other parties. Without limiting the foregoing, the Executive Committee shall have the authority to approve expenditures, including but not limited to contracts, contract amendments, purchase orders and change orders to existing contracts, provided that such expenditures are consistent with

the adopted annual budget or with a budget amendment or other appropriation approved by the Board of Directors.

- D.** The Committee, on behalf of the Authority, may accept contributions or donations and may apply for and use grants or loans of money or other property from the state, or any other governmental units, or individuals, foundations or organizations, and may enter into agreements required in connection therewith any may hold, use and dispose of such monies or property in accordance with the terms of the grant, donation, loan or agreement relating thereto. However, nothing in this section should be construed as to require the participation or financial obligation of any member agency without the expressed written authorization in the form of a resolution by its legislative body and only to the extent so authorized.
- E.** The Committee shall work with the Auditor established by Section 5 of the Agreement to cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the members as required by Section 6505 of the Government Code. Its books and records shall be available for and open to examination by its members at all reasonable times or as may be required by other Authority agreements.
- F.** The Committee shall recommend the annual budget for the Authority, which must be approved and adopted by the Board of Directors as provided in these Bylaws.
- G.** The Committee may create special commissions or sub-committees which may include non-Committee members. The creation of special commissions or sub-committees shall be by resolution of the Committee and may be conditioned in such manner as the Committee may determine.
- H.** Subject to any reserve policy adopted from time to time by the Board of Directors, the Committee may accumulate, administer (in a manner consistent with the Board-approved budget or any budget amendment or other appropriation approved by the Board of Directors), and maintain reasonable working capital reserves.
- I.** The Committee shall have the authority to enter into contracts with one or more of its member agencies for data processing and management information services which are beyond the basic services being provided as specified here but which are closely related to public safety operational activities. Members entering into such arrangements with the Authority shall be subjected to reasonable charges beyond the basic assessments otherwise provided herein to cover the cost of development and performance of said services and shall be the only recipients of the results of said services unless otherwise authorized and approved by the Committee and each participating member agency.
- J.** The Committee may provide for any of the Authority's employees to be members of a retirement system and may make any required employer



contribution to that organization and any other employer contributions which municipalities are authorized or required by law to make.

- K.** The Committee shall purchase, and maintain in force, public liability insurance for the Authority and its officers, agents and employees.
- L.** The Committee may exercise any other power necessary and incidental to the implementation of its powers and duties.
- M.** Any representative may, at any meeting of the Executive Committee, propose a subject or subjects for study by the Authority.
- N.** The Committee shall make all management/operational decisions and determinations for the Authority.
- O.** Any representative who desires to propose any management/operational matter for determination by the Executive Committee may, but is not required to, submit the matter to the User Committee in the form of a proposed resolution prior to the regular meeting of the Executive Committee at which such matter will be considered. The User Committee shall consider each such resolution and may submit its recommendations for action to the Executive Committee. A copy of each such proposed resolution together with the User Committee's recommendations thereon, shall be included in the agenda materials for each regular meeting of the Executive Committee.
- P.** Any representative may, at any meeting of the Executive Committee, request review by the Executive Committee of any action of the User Committee which has been taken between meetings of the Executive Committee.
- Q.** The Executive Committee shall fix the salary of all employees of the Authority, including the Executive Director, and shall have the authority to create or abolish employment positions within the Authority.
- R.** The Executive Committee shall have the power to appoint, remove and discipline the Executive Director. The Executive Committee may request the recommendation of the User Committee or others regarding the exercise of this power.

## **ARTICLE VII**

### **USER COMMITTEE**

- A. A User Committee is hereby established for this Authority.**
- B. Representation on the User Committee shall be as follows:**
  - 1. The membership of the User Committee shall be composed of two representatives from each member agency of the Authority, subject to adjustment as provided in paragraph 3 below.

2. Only the official representatives or designated alternate representatives from each member agency, as hereinafter provided, shall represent such member agency in the User Committee.
3. The official representatives from each member agency shall be the Fire Chief and the Chief of Police/Director of Public Safety of such member agency. In a member agency with a Director of Public Safety, that Director may appoint a senior fire representative and/or a senior police representative to represent that agency. If a member agency provides only fire service or only police service, that member agency shall have only one official representative (and one designated alternate representative) on the User Committee, and the total membership of the User Committee shall be reduced accordingly under such circumstances. The Executive Director shall be a non-voting, ex-officio member of the User Committee.
4. The Fire Chief and the Chief of Police/Director of Safety of each member agency shall designate in writing to the Authority the name of their respective alternate representatives to the User Committee. Such notice of designation shall include the mailing address of the official representative and alternate representatives so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or by these Bylaws.
5. An official representative or alternate representative shall serve until a successor is appointed, except if an official representative or alternate representative ceases to be an employee of the appointing member agency, in which case the seat of the official representative or alternate representative shall be vacant until a successor is appointed.

**C. User Committee Officers.**

1. The User Committee shall elect, from among the membership of the official representatives of said Committee, a Chairperson and a Vice Chairperson. The Vice Chairperson shall not be a member of the same member agency or public safety service as the Chairperson of such Committee.
2. Officers of the User Committee shall be elected at the first meeting of the Committee and at the first meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of the person holding such office, or in the event that an officer ceases to be an official

representative of a member agency. The Committee shall fill such vacancy in accordance with the provisions of these Bylaws.

4. The Chairperson shall preside at all meetings of the User Committee. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson. In the absence of both officers, those members present shall elect a temporary chair to serve at that meeting. Said temporary chair shall have all the duties and responsibilities of the Chairperson.
5. A recording secretary shall be appointed by the Chairperson and shall keep a record of all proceedings of the User Committee.

**D. Meetings.**

1. Meetings of the User Committee shall be held at a date, time and place established by resolution of the Committee pursuant to the provisions of the Brown Act, including but not limited to Section 54954 therein. Meetings of the User Committee may be called by the Chairperson or by the written request of any member of said Committee. All meetings shall be held only within the corporate jurisdiction of any of the member agencies.
2. Notice of meetings, agendas and explanatory documentation shall be given to the official representatives and alternate representatives of each member agency and property owners in accordance with the Brown Act. An agenda for each such meeting shall accompany the notice.
3. The date, time and location of all special meetings shall be determined by the Committee Chairperson. Call and notice shall be provided in accordance with the Brown Act.

**E. Voting in the User Committee shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote for each of its representatives present at such meeting. Each vote shall be cast only by the official representative in actual attendance, or by the designated alternate representative if such official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the User Committee shall consist of a majority of the Committee members, and the Committee shall act only upon a majority vote of the membership present.
3. Voting may be either by voice or roll call vote. A roll call shall be conducted upon the request of any representative present.

**F. Rules of the User Committee.**

1. The User Committee shall establish rules governing its own conduct and procedures, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or the Bylaws, including the power to establish and maintain subcommittees.
2. No one serving on the User Committee shall receive any salary or compensation from the Authority for attending any meeting of such Committee, except to reimburse reasonable and necessary expenses as may be approved by the Executive Committee.

**ARTICLE VIII**

**POWER AND DUTIES OF THE USER COMMITTEE**

- A. The powers and duties of the User Committee shall include the powers set forth in this Article.
- B. The User Committee shall provide technical and operational coordination and information to the Executive Director on issues as they affect the Authority. The User Committee shall also provide technical and operational information to the Executive Committee on issues as they affect the Authority goals and objectives.
- C. In the event of an unresolved impasse between the User Committee and the Executive Director on any substantial issue affecting the Authority, the User Committee shall have the right of appeal directly to the Executive Committee. The Executive Committee shall also receive appropriate recommendations from the Executive Director. The decision of the Executive Committee by majority vote of representatives present shall be final.

**ARTICLE IX**

**EXECUTIVE DIRECTOR**

- A. The Executive Director shall be the Chief Administrative Officer of the Authority and shall be appointed by, and serve at the pleasure of, the Executive Committee.
- B. The Executive Director shall receive such compensation as may be fixed by the Executive Committee.
- C. The powers and duties of the Executive Director are:
  1. To administer the affairs of the Authority.
  2. To appoint, direct, discipline, demote and remove all employees of the Authority.

3. To annually prepare and present a proposed budget to the Executive Committee and Board of Directors, to control the approved budget and to transfer funds between accounts in each budget section, within total budgeted amounts in order to meet unanticipated needs of changed situations, in accordance with the provisions of State Law and the Authority's budgetary policy as established by resolution of the Board of Directors.
4. To serve as Secretary of the Board of Directors and Executive Committee of the Authority.
5. To participate in all meetings of the User Committee, the Executive Committee and the Board of Directors, and to consult and cooperate with each group toward mutual ends.
6. To review all bid specifications for the purchase of all communications equipment prior to issuance and equipment modifications by member agencies.
7. To perform such other duties as may be authorized by these Bylaws or as may be required by the Executive Committee or Board of Directors.

## **ARTICLE X**

### **FINANCES**

- A. **Fiscal Year.** The fiscal year of the Authority shall begin July 1 of each year. If more than fifty percent of the finances for the Authority during any twelve-month period are provided by grant funds, the fiscal year may be modified by the Board of Directors to coincide with the contract period of such grant.
- B. **Budget Submission and Adoption.** The Authority budget of the following fiscal year shall be submitted by the Executive Director to the Executive Committee in February of each year and the Board of Directors in March of each year. The Board of Directors shall approve and adopt the annual budget for the Authority not later than March 31 of each year. The annual budget shall include the necessary funds with which the Authority shall obtain and maintain workers' compensation insurance, liability insurance and other such insurance as deemed necessary by the Executive Committee to fully protect the Authority and each of the member agencies. Said insurance shall be obtained and maintained in force at all times during the effective term of this Agreement.
- C. **Yearly Membership Assessment.** Each year, concurrent with the adoption of the annual budget, the Board of Directors shall fix membership assessments for all member agencies in the amounts sufficient to provide the funds required by the budget and shall advise the legislative body of each member agency thereof on or before May 1 of each year. Said assessments shall be due and payable to the Authority

by each member agency quarterly, July 15 (35% of total due); October 15 and January 15 (25%) and April 15 (15%). If any member agency fails to pay its entire assessment prior to the foregoing date, such agency shall be deemed in default for the purposes of Paragraph "E" hereof.

The amount of each member agency's assessment shall be determined in accordance with the formula set forth in Paragraph "D" hereof.

**D. Method of Assessment.**

Computation of assessments to be paid by the member agencies for the operation and maintenance of the Authority shall be as follows:

1. Beginning Fiscal Year 2008-2009, the annual budgeted expenditures and indebtedness incurred by the Authority shall be divided among the member agencies in accordance with the formula based 100% on each member's ownership share of the Authority as follows:

City of Gardena	32.08%
City of Hawthorne	45.07%
City of Manhattan Beach	22.85%

2. Beginning Fiscal Year 2020-2021, each member shall pay an assessment that is the total of the sum of the Member Cost Allocation Assessment, the Deficit Assessment, and the Debt Assessment, as such terms are defined below.
  - a. The "Member Cost Allocation Assessment" shall mean an amount that is determined by dividing the annual budgeted expenditures among the member agencies in accordance with the Cost Allocation Policy, adopted by resolution of the Board of Directors. To allow cost increases for the City of Manhattan Beach to be phased in over a four year period, for each fiscal year through fiscal year 2022-23, the Member Cost Allocation Assessment shall be further adjusted as follows:
    - i. For Fiscal Year 2020-2021, the City of Manhattan Beach will receive an 11.95% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 4.93% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 5.30% premium on its Member Cost Allocation Assessment.
    - ii. For Fiscal Year 2021-2022, the City of Manhattan Beach will receive a 7.97% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 3.33% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 3.50% premium on its Member Cost Allocation Assessment.

iii. For Fiscal Year 2022-2023, the City of Manhattan Beach will receive a 3.98% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 1.69% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 1.73% premium on its Member Cost Allocation Assessment.

b. The "Deficit Assessment" shall mean an amount that represents each member's Ownership Share (defined below) of the sum of the following: any budgeted expenditures not covered by (i) the total amount of the Member Cost Allocation Assessments and (ii) all assessments paid by a non-member agency pursuant to contract.

c. The "Debt Assessment" shall mean an amount that represents each member's Ownership Share (defined below) of the annual cost of any indebtedness incurred by the Authority.

3. The "Ownership Share" shall mean:

City of Gardena	32.08%
City of Hawthorne	45.07%
City of Manhattan Beach	22.85%

This assessment formula shall be reviewed and revised whenever the Executive Committee determines that there is a material change in the operational costs of the Authority. A material change in operating costs shall mean such circumstances that would compel the Authority to substantially increase staffing levels to provide dispatch services to its members or to a new contracting or member agency. Individual member agency's communications equipment maintenance shall be paid for entirely by such member agency.

**E. Default on Obligations.** If any member agency fails to make payment of its membership assessment on the due date, the following penalties shall be imposed automatically:

Payment Received by the Authority

- 15 days past due - 5% of the amount due.

Payment Received by the Authority

- 30 days past due - 10% of the amount due.

The levying of a default membership assessment shall not limit the Authority's power to seek any other remedies in the law, or as contained in these Bylaws.

Notwithstanding any other provision of the Agreement or the Bylaws to the contrary, an official representative or alternate from any member agency to the Board of Directors, Executive Committee, User Committee or any other Board or Committee of the Authority as may be established, shall not be eligible to vote on any matter before such Board or Committee during any period that such member agency is in default on any financial obligation to the Authority. During the existence of such default, such representative shall not be counted as a member of any such Board or Committee for purposes of determining a quorum or any requisite vote required pursuant to any provision of these Bylaws. After the initial five year mandatory term of membership as provided in the Agreement and these Bylaws, if a member agency remains in default on any obligation to the Authority for a period of more than ninety consecutive days thereafter, the membership of such agency shall automatically be terminated.

The Authority shall have the power to commence an action in its own name against any member agency in default to recover the amount of the obligation due to the Authority hereunder.

- F. **Treasurer and Controller.** The Treasurer and Controller shall be the chief financial officer of the Authority and is designated by Section 5 of the Agreement. The Treasurer and Controller shall receive such compensation as may be fixed by the Executive Committee. Said Treasurer and Controller shall have the powers and duties as set forth in Sections 6505 and 6505.5 of the Government Code, any other provision of state law, an agreement, these Bylaws or as may be established by the Executive Committee. Pursuant to Section 53607 of the Government Code, the Board of Directors annually may delegate to the Treasurer and Controller its authority to invest and reinvest funds not currently needed for the purposes of the organization, subject to review and annual renewal, at the sole discretion of the Board of the Directors, of such delegated investment authority. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of public funds.
- G. **Property Custodian.** Pursuant to Government Code Section 6505.1, Section 13 of the Agreement designates the public officers or persons who have charge of, handle, or have access to any property of the Authority. From time to time, the Executive Committee shall review and recommend to the Board of Directors the amount of the official bond required pursuant to Section 13 of the Agreement, which shall be in a minimum amount of \$100,000.
- H. **Indemnification of Tort Liability.** Pursuant to Section 895 et seq. Of the Government Code of the State of California, each member agency shall be liable for any debts and liabilities imposed by law upon any one or more of the member agencies for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement in the same proportions as specified for membership assessments set forth in Paragraph D of Article VIII hereof. To achieve such purpose,



each member agency hereby indemnifies and holds harmless the other member agencies for any loss, cost or expense that may be imposed upon such other member agencies in excess of such prorated liability. The rules for interpreting agreement of indemnity as set forth in Section 2778 of the Civil Code are hereby made a part of these Bylaws.

## ARTICLE XI

### EQUIPMENT AND OPERATIONS

- A. Emergency Call Receiving, Dispatch and Operations Center Site.** The Emergency Call Receiving, Dispatch and Operations Center site (hereinafter "Regional Communications Center") shall provide all emergency call receiving and dispatching services to member agencies 24 hours a day, every day of the year.
1. **Operations Center Location.** The Center (hereinafter "RCC") shall be located at 4440 West Broadway in Hawthorne, California or at any other building or facility so designated by the Executive Committee.
  2. **RCC Access.** Access to the Regional Communications Center shall be provided equally to all member agencies and shall be under the exclusive control of the Executive Director.
- B. Title of Equipment.** The Authority shall hold title to, and have care, custody and control of, all equipment purchased by the Authority other than any equipment specifically allocated to an individual member agency.
- C. Equipment Installation and Maintenance.** The Authority shall employ or contract with a licensed supervising technician who shall hold a valid general radio telephone license issued by the Federal Communications Commission and who shall supervise all radio site installation and maintenance. However, nothing in this Agreement shall authorize or require the Authority to install or maintain any equipment of any nature or kind in vehicles, buildings or premises not owned by or under lease to and under full time control of any member agency.
- D. Equipment Purchases.**
1. All costs for the purchase of equipment, material, apparatus and parts required for use by the Authority, or all member agencies thereof, shall be purchased by the Authority and proportionally assessed to the member agencies pursuant to the provision of these Bylaws.
  2. All costs for the purchase of equipment, material, apparatus and parts required or desired for the use of one agency or less than all of the member agencies shall be borne by, and at the sole expense of, said agency or agencies. In purchasing equipment,

each agency agrees to conform to the established communications systems and operations presently in effect.

- E. **Use of Equipment.** All member agencies agree to use said Authority and its communication systems only for such purposes and in such manner as may be permitted by the Federal Communications Commission (hereinafter "FCC").
- F. **FCC Licenses.** FCC licenses held by the member agencies shall be in the name of the Authority as the primary user, in accordance with the FCC rules and regulations. Local public safety services of member agencies shall continue to hold radio base station licenses as the secondary user for such frequencies as said member agencies are licensed upon their effectuation of this Agreement. The Authority, upon the withdrawal of any member agency, shall provide, with FCC approval, the equivalent or better radio frequency spectrum capability than that which was licensed to said agency on the day and date the agency effected this Agreement.
- G. **Radio Frequencies.** The member agencies shall share those certain radio frequencies, as licensed by the FCC and as provided by separate agreement, for the mutual use of the public safety services of all member agencies and the Authority.
- H. **Amendment of Article.** Notwithstanding any other provision of the Agreement or these Bylaws to the contrary, no provision of this Article shall be amended except upon the unanimous consent of the Board of Directors.

## ARTICLE XII

### WITHDRAWAL BY MEMBER AGENCIES

- A. **Withdrawal.** Following the initial five-year minimum term of membership as provided in the Agreement, any member agency may withdraw from membership in the Authority in the manner provided in Section 9 of the Agreement.
- B. **Assets.** A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the Authority or any member agency terminated from membership as provided herein, shall forever forfeit its claim to any assets of the Authority. Upon withdrawal or termination of any member of the Authority, the equipment in the sole possession and use of that member agency shall be returned to the Authority within 30 days unless otherwise prohibited by any law, contract or grant.

**ARTICLE XIII  
DISSOLUTION OF AUTHORITY**

- A.** Terms and Conditions of Dissolution. The Authority shall be dissolved whenever a sufficient number of member agencies withdraw or are terminated from the Authority to reduce the total number of continuing member agencies to less than two in number, provided, however, that withdrawal by a current member that would cause the dissolution of the Authority prior to repayment of the Authority's outstanding Bonds shall not be permitted. If dissolution is necessitated by the provisions of this section, the Executive Committee or the Board of Directors must notify its current members of its intent to so dissolve and also must continue to provide services to its continuing member agencies for a period of at least one hundred eighty days from the date of said notice.
- B.** Retirement Liabilities. As set forth in Section 15 of the Agreement, the member agencies shall comply with Government Code Section 6508.2, which governs retirement liabilities of the Authority. Without limiting the foregoing, the member agencies shall mutually agree as to the apportionment of the public agencies' retirement obligations among themselves in such a manner that the agreement equals 100 percent of the Authority's retirement liability in the event of any of the following: (a) if the Authority contracts with the California Public Employees' Retirement System (CalPERS), prior to filing a notice of termination pursuant to Section 20570 or 20571 of the Public Employees Retirement Law (California Government Code Section 20000 et seq.); or (b) if the Authority does not contract with CalPERS, a decision by the Board of Directors to dissolve or cease the operations of the Authority. If such an event occurs and the member agencies are unable to mutually agree upon the apportionment of the member agencies' retirement obligations among themselves, the board of the pension or retirement system with which the Authority contracts shall apportion the retirement liability of the Authority among such member agencies in the manner provided by Government Code Section 6508.2.

**ARTICLE XIV  
DISPOSITION OF ASSETS**

Upon dissolution as provided herein or rescission of the Agreement as provided in Section 9 thereof, any assets or surplus cash owned by the Authority after the payment of all liabilities, costs, expenses and charges validly incurred hereunder shall be divided among the then agency members in proportion to the amount of contributions made by such member agencies, as specified in Section 6 of the Agreement.

In the event said member agencies cannot unanimously agree upon the manner of disposition of such assets, said assets (other than any fixtures or improvements made to the premises or property of any member agency which cannot reasonably be removed therefrom) shall be sold by the Authority and the cash derived from said sale shall be distributed in the manner hereinabove provided. Any fixtures or improvements not so removed from any member agency shall become the property of such member agency and the then current market value of such

fixtures or improvements shall be credited to such agency for purposes of determining the distribution to be made hereunder.

## **ARTICLE XV**

### **AMENDMENT TO BYLAWS**

Amendments to these Bylaws may be proposed by any representative to the Board of Directors or the Executive Committee, the Executive Director or the User Committee. Except as otherwise provided herein, amendments to the Bylaws shall require a majority vote of the total membership of the Board of Directors.

Resolutions amending the Bylaws require ten (10) days' prior notice to all member agencies before a vote may be taken by the Board of Directors. Such notice shall specify the date of the Board meeting at which the Board of Directors will consider a resolution amending the Bylaws and shall be provided to the official representatives of each member agency then seated on the Board of Directors and on the Executive Committee. Such notice may be provided by any written communication (including electronic mail) or verbal communication (including at an earlier occurring meeting), and a record of such notice shall be maintained by the Secretary.

Pursuant to Section H of Article XI, no provision of Article XI (Equipment and Operations) shall be amended except upon the unanimous consent of the Board of Directors.

## **ARTICLE XVI**

### **EFFECTIVE DATE OF AMENDED BYLAWS**

Unless specified otherwise, any amendment to these Bylaws shall become effective immediately upon adoption.

**RESOLUTION NO. 339**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY APPROVING AMENDED BY-LAWS OF THE AUTHORITY**

WHEREAS, the South Bay Regional Public Communications Authority (the “Authority”) was established by a Joint Exercise of Powers Agreement, effective as of November 4, 1975 (the “Original JPA Agreement”), by and among the City of Gardena, the City of Hawthorne, and the City of Manhattan Beach (the “Member Agencies”); and

WHEREAS, the Members Agencies previously amended and restated the Original JPA Agreement by entering into an Amended and Restated Joint Powers Agreement, effective as of April 25, 2001 (the “First Amended JPA Agreement”), which amended the Original JPA Agreement to clarify the method by which the Authority’s purpose will be accomplished; and

WHEREAS, the Board of Directors of the Authority has determined to request each of the Member Agencies to consider and approve a further amendment and restatement of the First Amended JPA Agreement by entering into a Second Amended and Restated Joint Powers Agreement (the “Proposed Second Amended JPA Agreement”) in substantially the form presented at this meeting, which makes certain clarifications and addresses certain amendments to the Joint Powers Act; and

WHEREAS, contingent upon the approval by the legislative body of each Member Agency of the Proposed Second Amended JPA Agreement, the Board of Directors of the Authority desires to amend its Bylaws to make changes conforming to the Proposed Second Amended JPA Agreement and other updating and clarifying changes recommended by the Authority’s Executive Director and its general counsel; and

WHEREAS, Article XV of the Authority’s By-Laws authorizes the Board of Directors to amend the Bylaws; and

WHEREAS, Article III of the Authority’s By-Laws directs that resolutions amending the Bylaws requires ten (10) days’ prior notice to all Member Agencies before a vote may be taken; and

WHEREAS, at least (10) days’ prior notice to all Member Agencies has been provided in accordance with Article III of the Authority’s By-Laws;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the South Bay Regional Public Communications Authority, as follows:

Section 1. The Executive Director is hereby authorized and directed to coordinate the Board of Directors’ request to each of the Member Agencies to consider and approve the Proposed Second Amended JPA Agreement.

Section 2. Contingent upon the approval by the legislative body of each Member Agency of the Proposed Second Amended JPA Agreement, the By-Laws of the Authority as

amended and attached hereto as Exhibit A, are hereby approved and adopted and shall be effective immediately upon the effectiveness of all resolutions of the legislative bodies of all Member Agencies approving the Proposed Second Amended JPA Agreement.

Section 3. The officers of the Authority are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.


WE HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting thereof held on the 14th day of April, 2020, by the following vote.

AYES: Awad, Stern, Tanaka

NOES:

ABSENT:

ABSTAIN:

DocuSigned by:  
  
30602F05D3C6494...  
Hildy Stern  
Vice-Chair, Board of Directors

  
Shannon Kauffman  
Secretary, Board of Directors