

**Second Amendment to
West Cities Communications Center (West-Comm)
Joint Powers Authority Agreement**

1. PARTIES AND DATE.

This Second Amendment to the West Cities Communications Center Joint Powers Authority Agreement is made and entered into this 12th day of March, 2025 (“Effective Date”), by and among the cities of Cypress, Los Alamitos and Seal Beach (hereinafter collectively referred to as the “Parties”).

2. RECITALS.

2.1 The Parties entered into the West-Comm Joint Powers Authority Agreement dated December 23, 1996 (“JPA Agreement”), which was subsequently amended by the First Amendment to the West-Comm Joint Powers Authority Agreement dated June 16, 2005 (collectively, the “JPA Agreement”).

2.2 In accordance with Section 12 of the JPA Agreement, the Parties now wish to amend the JPA Agreement to provide greater flexibility in the West-Comm budget process by allowing the Board of Directors, at its discretion, to adopt either an annual or biennial fiscal year budget.

3. TERMS.

3.1 Governance – Police Communications Director. Paragraph (C) of Section 3 of the JPA Agreement is amended to read as follows (deletions shown in ~~striketrough~~; new text underlined):

C. Police Communications Director

The Administrative Oversight Staff shall appoint the Police Communications Director for the Authority. Prior to making any such appointments, the Administrative Oversight Staff shall consider any recommendations provided by the Technical Operations Committee. The Police Communications Director shall be responsible for the day-to-day operations of the Center and shall also be custodian of the property and records of the Authority.

To the extent authorized by the Administrative Oversight Staff, the Police Communications Director is authorized to act on behalf of the Administrative Oversight Staff and Technical Operations Committee in all matters of personnel administration, given the positions and funding authorized by the Board of Directors in the Authority's approved ~~annual~~ budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions, and terminations.

3.2 Governance – Treasurer. Subsections (1) – (3) of Paragraph (D) of Section 3 of the JPA Agreement are amended to read as follows (deletions shown in ~~strike through~~; new text underlined):

- (1) With the approval of the Administrative Oversight Staff, create the ~~annual~~ budget format, accounts, and documentation pertaining thereto, which most nearly reflect the objectives of the Authority and the operation of the Center and which are consistent with standard municipal budgetary format;
- (2) Establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the ~~annual~~ budget document;
- (3) Enforce strict compliance with the approved ~~annual~~ budget and approve only expenditures authorized therein;

3.3 Meetings of the Board of Directors – Time of Meetings. Paragraph (A) of Section 4 of the JPA Agreement is amended to read as follows (deletions shown in ~~strike through~~; new text underlined):

A. Time of Meetings

The Board of Directors shall meet at least once ~~twice~~ annually, ~~once to approve and adopt the budget and once in mid year to review budget compliance and address any adjustment recommendations.~~ The Board may provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by any Board Member. The date and hour of any regular meeting shall be scheduled by order of the Board. The location for the conduct of meetings shall be the Westcomm Center, unless otherwise specified in the meeting notice.

3.4 Fiscal Year, Annual Budget/Financing and Assessments. Section 6 of the JPA Agreement is amended to read as follows (deletions shown in ~~strike through~~; new text underlined):

Section 6. Fiscal Year, Annual or Biennial Budget/Financing and Assessments.

A. Fiscal Year

The Authority's fiscal year shall be the twelve-month period commencing each July 1, ~~except if the effective date of this Agreement is other than July 1, the first fiscal year shall be the short year commencing the effective date~~ and ending the following June 30.

B. Annual or Biennial Budget

- (1) The Authority shall operate only under a fiscal year budget approved and adopted either annually or biennially by the Board of Directors at its discretion as set forth in this Section. The Authority may not operate at a deficit. The Parties shall pay for the entire operation of the Authority, with the annual expenditure budget determining the total amount of assessments required.
- (2) The total annual assessment shall be divided among the Parties as follows: The City of Seal Beach shall pay 30.3%, the City of Cypress shall pay 45.3% and the City of Los Alamitos shall pay 24.4% of the entire operating and capital cost of the Authority.
- (3) Each annual or biennial operating budget shall be approved and adopted by majority vote of the Board of Directors of the Authority.

C. Budget Elements

The Board of Directors, in adopting an annual or biennial budget, thereby fixes the assessment against the Parties which shall be binding on each of them. The budget shall include, but is not limited to, the following components:"

[no further changes to paragraph (C)]

D. Assessments

Upon adoption of the ~~fiscal year~~ budget by the Board of Directors, and the forwarding thereof to the governing bodies of the Parties by the Police Communications Director, the assessments fixed therein are automatically due and payable without further notice as follows:

[no further changes to paragraph (D)]

E. Budget Authority of Police Communications Director

The Police Communications Director for the Authority shall have the authority to fully implement the approved budget. However, the Police Communications Director may not exceed the personnel staffing authorized in the budget, either in number, position, or classification or salary. In addition, the Police Communications Director may not alter the capital budget, utilize

the reserve contingency, or increase the total amount of the approved expenditure budget without the approval of the Board of Directors. Transfer between expenditure categories must be approved by the Administrative Oversight Staff or its authorized designee.

3.5 Force and Effect. Except as modified by this Second Amendment, all provisions of the JPA Agreement shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and attested by their duly authorized officers, and their official seals to be hereto affixed, as of the Effective Date first written above.

CITY OF CYPRESS

By: _____
David Burke, Mayor

Attest:

By: _____
Alisha Farnell, City Clerk

Approved as to form:

By: _____
Fred Galante, City Attorney

CITY OF SEAL BEACH

By: _____
Lisa Landau, Mayor

Attest:

By: _____
Gloria Harper, City Clerk

Approved as to form:

By:  _____
Nicholas Ghirelli, City Attorney

CITY OF LOS ALAMITOS

By: _____
Shelly Hasselbrink, Mayor

Attest:

By: _____
Windmera Quintanar, City Clerk

Approved as to form:

By: _____
Michael S. Daudt, City Attorney