



Central Net Operations Authority

Established Date: September 7, 1972

Amended Date: September 19, 2011

Members: City of Huntington Beach and City of Fountain Valley

Purpose:

The Authority was originally established in September 7, 1972 and collectively funded by Huntington Beach, Westminster, Fountain Valley and Seal Beach. Presently, Seal Beach and Westminster contract with the Orange County Fire Authority for fire protection and are withdrawn from participation in the funding or administration of the Training Facility.

The purpose of the Central Net Operations/Joint Power Agreement is to provide for the operation, upgrade, maintenance and repair of the Training Facility. This agreement is intended to provide a formal mechanism by which the Authority can fund these activities, require non-member using the Training Facility to pay for use of the facility and, accordingly, provide the highest possible level of fire suppression training, fire prevention training and emergency medical training.

**MUST BE RETURNED
TO CITY CLERK**

AN AGREEMENT FOR CONSTRUCTING A CENTRAL FIRE TRAINING FACILITY
AND OPERATING A FIRE TRAINING SYSTEM

CITY OF HUNTINGTON BEACH

Aug 1972

THIS AGREEMENT, entered into on the effective date herein-
after set forth, by and between the City of Fountain Valley, City of
Huntington Beach, City of Seal Beach, and City of Westminster, each
a municipal corporation of the State of California, hereinafter referred
to jointly and severally as "CITIES."

WITNESSETH:

WHEREAS, the signatories hereto have determined that there
is a need by said agencies for a consolidated fire training system; and

WHEREAS, it has been determined by such signatories that fire
training is of value on an individual and mutual basis; and

WHEREAS, a consolidated fire training system can adequately
serve the needs of all such signatories; and

WHEREAS, it is the desire of the signatories thereto to jointly
construct, operate, and maintain a fire training system for their mutual
advantage and concern;

NOW, THEREFORE, each of the parties hereto does hereby
agree as follows:

SECTION 1. PURPOSE. The cities each possess the powers
referred to in the recitals hereof. The purpose of this Agreement is
to exercise such powers by constructing, operating, and maintaining a
consolidated fire training system, with facilities and appurtenances
necessary or convenient therefor. Such purpose will be accomplished,
and said common powers exercised, in the manner hereinafter set forth
and in accordance with laws of the State of California.

SECTION 2. OBJECTIVE. To raise the efficiency of the various
fire departments through effective utilization of manpower and facilities;
to make the training process more meaningful by providing adequate
facilities and a comprehensive training program; to reduce overall cost

by avoiding duplication of facilities and effort; to standardize the various training programs and improve fire fighting methods by providing a facility where joint training can take place; and to eliminate the training facility deficiency points assessed against participating "CITIES" by the Insurance Services Office of California.

SECTION 3. BASIC PLAN. Construct a multi-purpose training facility and communications center on a 4.9 acre parcel of land located on Gothard Street just north of Ellis Street, in Huntington Beach. The portions of the facility to be built, financed, and administered under the joint power authority are as follows: a five-story training tower and fire building; transportation, gas, and petroleum fire fighting props; a field control tower for safety, supervision, and operational control; a 2,000 per minute pumper test pit and master stream collection pit and shield; an outdoor classroom and physical agility course; and training office and classrooms.

SECTION 4. SCOPE. It is intended that the use of these facilities will be restricted for the exclusive use of the "CITIES;" any deviation from this policy must be agreed to in advance by each of the parties hereto.

SECTION 5. AUTHORITY. The "City Managers or City Administrators" of the participating "CITIES" shall govern the terms of the agreement. The "Fire Chiefs" may be designated as alternates. General operational policies shall be determined by the participating city Fire Chief. Day to day operation shall be administered by the Huntington Beach Fire Department.

SECTION 6. TERMS. This Agreement shall become effective immediately, providing that the City of Huntington Beach has obtained construction bids and the cost to each of the parties has been included herein. After its execution by the cities this Agreement shall continue in full force and effect for a period of forty-nine (49) years. The financial obligations of each of the parties hereto are hereinafter set forth in SECTION 7, Items I, II, III, and IV. Cost of construction, installation

of equipment, maintenance, and operation shall be distributed among the four cities according to their participation as set forth in SECTION 7, Items I, II, III, and IV, based on the following general formula:

The total population (in thousands) plus the total assessed valuation (in millions) of the combined cities shall be the base for computing proportionate shares:

<u>Statistics for 1972</u>				
	Population (thousands)	Valuation (millions)	Total	Percentage
Fountain Valley	38	80	118	13.2%
Huntington Beach	130	370	500	55.7
Seal Beach	26	79	105	11.7
Westminster	61	113	174	19.4
TOTALS	256	640	896	100.0%

Future annual percentages shall be computed by using the adopted formula. Population and Assessed Valuation figures shall be determined by using the city's official record as of January 1 of each year. Each city shall be guaranteed use of the facilities optioned, in an amount equal to their percentage as established by the formula. The City of Huntington Beach shall own the facility in fee. The parties to the agreement may continue to use the facilities for the life of the Agreement so long as they fulfill their financial obligations for maintenance and operation.

Cost of administration shall be assumed by the City of Huntington Beach. Financial disbursements shall be handled by the City of Huntington Beach. Participating cities shall pay their share of agreed costs by depositing monies with the City of Huntington Beach within thirty (30) days of receipt of invoice. However, initial construction costs may be paid at the rate of ten (10) percent per-month for ten (10) months commencing on October 1, 1972.

SECTION 7. DESCRIPTION AND COST

Item I. - Training Tower and Fire Building

Description: A five-story building that typically represents construction features found in two-story through multi-story high

rise buildings. Specific features will include a ladder and scaling wall, flat and slanting roofs, enclosed stairway and smoke tower, windowless rooms, observation tower, fire rooms, sprinkler system, cellar inlets, breathing apparatus training rooms, ventilation training panels, a variety of window sections, interior dry standpipe, a basement section, an apparatus maneuvering yard, overhead wire training section, and a yard fire hydrant system with both wet and dry barrel hydrants.

	<u>Agreement Breakdown</u>	
Fountain Valley	13.2%	23,045
Huntington Beach	55.7	97,241
Seal Beach	11.7	20,426
Westminster	<u>19.4</u>	<u>33,869</u>
TOTAL	100.0%	\$174,580

Item II. - Fire Simulator, Classrooms, and Support Facilities

Description: A one-story building and basement that meets federal requirements for an emergency operating center. Specific features will include a command control system trainer, a fire control simulator, two small classrooms, and one large classroom, a fire library, audio-visual storage room, a fire prop room, and office space from which the training officers from the four cities will coordinate their activities.

	<u>Agreement Breakdown</u>	
Fountain Valley	13.2%	38,854
Huntington Beach	67.4	198,392
Westminster	<u>19.4</u>	<u>57,104</u>
TOTAL	100.0%	\$294,350

The City of Seal Beach will reimburse the City of Huntington Beach at the rate of fifty dollars (\$50.00) per hour for use of Item II facilities. If the City of Seal Beach desires to fully participate in the permanent use of this facility (Item II), they may, at their option, pay the City of Huntington Beach the amount of \$31,200.

Item III. - Test Pit and Master Stream Collector

Description: A standard 2,000 gallon per minute pumper test pit constructed to meet Insurance Services Association requirements. The structure above the test pit will have a master stream collector shield designed to permit recycling of the water used during training operations. Part of the available area will be set aside for an outdoor classroom and a physical agility course.

	<u>Agreement Breakdown</u>	
Fountain Valley	13.2%	2,748
Huntington Beach	55.7	11,597
Seal Beach	11.7	2,436
Westminster	<u>19.4</u>	<u>4,039</u>
TOTAL	100.0%	\$ 20,821

Item IV. - Freeway Emergency, Gas Transmission, and Petroleum Fire Fighting Props

Description: A special section of fire fighting props surrounded by a typical street. Specific features will include a butane prop with tanker, a tanker loading rack, a transmission pipe section with five typical fire fighting set-ups, a gutter section, a one-story control tower, and a street section with hydrants.

	<u>Agreement Breakdown</u>	
Fountain Valley	13.2%	5,501
Huntington Beach	55.7	23,212
Seal Beach	11.7	4,876
Westminster	<u>19.4</u>	<u>8,085</u>
TOTAL	100.0%	\$ 41,674

Total of Items I, II, III, and IV

Fountain Valley	\$ 70,148
Huntington Beach	330,442
Seal Beach	27,738
Westminster	<u>103,097</u>
GRAND TOTAL	\$531,425

SECTION 8. DISPOSITION OF ASSETS. At the end of the term hereof, or upon the termination of this Agreement for any reason, the property and assets of the system, if any, shall become the property of the City of Huntington Beach. In the event that this agreement is terminated by the City of Huntington Beach during the term hereof, the City of Huntington Beach shall reimburse each participating city in the amount of one-fiftieth (1/50) of the construction and equipment cost paid by each city for each year remaining of the Agreement term.

SECTION 9. MISCELLANEOUS. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Whenever in this Agreement any consent of approval is required the same shall not be unreasonably withheld.

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

To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that there will be operating memoranda executed and amended from time to time which will further define the rights and obligations of the parties.

SECTION 10. SEVERABILITY. Should any part, term, or provisions of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

SECTION 11. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

SECTION 12. RESPONSIBILITY. That neither the City of Huntington Beach nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City of Huntington Beach or "CITIES" under or in connection with any work, authority or jurisdiction delegated to the City of Huntington Beach or "CITIES" under this Agreement. It is

also understood and agreed that "CITIES" shall fully idemnify and hold the City of Huntington Beach harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by the City of Huntington Beach under or in connection with any work authority or jurisdiction delegated to the City of Huntington Beach under this Agreement.

That neither "CITIES" nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by "CITIES" under or in connection with any work, authority or jurisdiction delegated to the City of Huntington Beach or "CITIES" under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

DATED: August 22, 1972

CITY OF HUNTINGTON BEACH
a Municipal Corporation

Robin G. Chen
Mayor

ATTEST:

Paul C. Jones
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

DATED: September 7, 1972

CITY OF WESTMINSTER
a Municipal Corporation

Paul M. Why
Mayor

ATTEST:

Katherine L. Harper
City Clerk

APPROVED AS TO FORM:

City Attorney

DATED: Sept. 19, 1972

CITY OF FOUNTAIN VALLEY
a Municipal Corporation

Al Halland
Mayor

ATTEST:

C. E. Neal
City Clerk

APPROVED AS TO FORM:

Thomas L. Saaduyf
City Attorney

DATED: Sept 25, 1972

CITY OF SEAL BEACH
a Municipal Corporation

Frank Sales
Mayor

ATTEST:

Jerry Weir
City Clerk

APPROVED AS TO FORM:

City Attorney

CENTRAL NET OPERATIONS/JOINT POWERS AGREEMENT

This Agreement, dated the 19th day of September 20 11 for the purpose of identification, is made by and effective when fully executed by authorized representatives of all of the following public entities:

- A. City of Fountain Valley ("Fountain Valley")
- B. City of Huntington Beach ("Huntington Beach")

RECITALS

- A. Effective September 1972, to raise efficiency through effective utilization of manpower and facilities, the cities of Fountain Valley, Huntington Beach, Seal Beach, and Westminster entered into an agreement for construction and operation of a multi-purpose central fire training and communications facility located in the City of Huntington Beach.
- B. Effective June 1981 the cities of Fountain Valley, Huntington Beach, Seal Beach and Westminster, along with the County of Orange, entered into a Joint Powers Agreement for consolidated fire emergency communications, training, and reporting services.
- C. Effective July 1984 the County of Orange entered into a license agreement for use of the Joint Powers training center for fire training, promotional testing, public relations fire programs, research and development and academy training.
- D. Effective May 1987, due to contracting for its fire protection services with the County of Orange, the City of Seal Beach terminated its participation in the Joint Powers Agreement while, at the same time, the City of Newport Beach entered into an agreement to become a participating member.
- E. Effective June 1992, a joint powers authority, known as *Central Net Operations Authority*, was created by the cities of Fountain Valley, Huntington Beach, Newport Beach and Westminster to provide for the operation, upgrade, maintenance and repair of the training facility, communications center and communications equipment.
- F. Effective April 1995, due to financial considerations, the County of Orange terminated its license agreement for use of the Joint Powers training center.
- G. Effective July 1996, due to contracting for its fire protection services with the County of Orange, the City of Westminster terminated its participation in the Joint Powers Authority.
- H. Effective July 1996, fire emergency communications services provided by Central Net Operations Authority were discontinued, while training services continued to be provided.
- I. Effective October 2003, due to financial and other considerations, the City of Newport Beach terminated its participation in the Joint Powers Authority.

J. At this time, the Parties to this Agreement each provide fire protection, fire prevention, rescue, emergency medical and related administrative services within their respective boundaries.

K. The Parties have determined that joint use of a training facility reduces the administrative costs that would otherwise be incurred in providing fire suppression, emergency medical assistance and related services.

L. Costs associated with maintaining and operating the multi-purpose Training Facility in the City of Huntington Beach should be funded by the Parties through a formal Joint Powers Agreement with costs apportioned to reflect the extent to which the Parties benefit from the Training Facility and associated personnel.

M. The Parties each have the power and authority to perform, and contract with one another pursuant to the Joint Exercise of Powers Act (Section 6500 et. seq. of the Government Code) or the Municipal Services and Functions Act (Section 54980 et. seq. of the Government Code) for the performance of the duties and functions that form the basis of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 DEFINITIONS

For the purpose of this Agreement, the following words or terms specified in this Chapter shall have the following meanings:

A. "Property" shall mean the 4.57 acre parcel of land commonly known as 18301 Gothard Street in the City of Huntington Beach, described as Assessor's Parcel Number 111-071-38, included in Exhibit "A" and shown in Exhibit "B."

B. "Training Facility" shall mean the multi-purpose training facility on the Property as more specifically described in Exhibit "C." The Training Facility includes, without limitation, the following:

1. A five story training tower and fire building;
2. Transportation, gas and petroleum firefighting props;
3. A fire control tower;
4. A 2,000 gallon per minute pumper test pit and master stream collection pit and shield;
5. Administration building, training offices and classrooms;
6. Hydrant and water reclamation system;
7. All underground utilities as described in Exhibit "B".

C. "Charter Agencies" shall mean the cities of Fountain Valley and Huntington Beach, the public entities that participated in the funding of the Training Facility. Except for capital facility investments, "Charter Agencies" are equivalent to "Members" for all other Authority powers.

D. "Member" shall mean any other public entity that becomes a Party to this Agreement pursuant to the provisions of Section 10.1.

E. "Fire Safety Personnel" shall mean all personnel of an agency trained and designated to respond to fire, medical, or related emergencies and does not include civilian positions.

F. "Central Net Staff" shall mean all personnel contracted through the City of Huntington Beach for the operation and maintenance of the Training Center.

CHAPTER II SPECIAL CONSIDERATIONS

The provisions of this section establish the rationale for the provisions relating to funding, administration and decision making.

2.1 Founding Agencies

In 1972, Huntington Beach, Westminster, Fountain Valley and Seal Beach (on a limited basis) collectively funded the construction of the Training Facility. Seal Beach and Westminster presently contract with the Orange County Fire Authority for fire protection services and have withdrawn from participation in the funding or administration of the Training Facility.

2.2 Facility Charges

Charges for the use of the Training Facility by non-Members shall be based upon, and used to defray, the fixed and special expenses as well as staffing and overhead costs incurred by the Authority in improving and maintaining the Training Facility. However, certain non-Parties, specifically Rancho Santiago College, have constructed improvements on the Property or provide special services or material to the Authority and, in such cases, the Board is empowered to authorize use of the Training Facility at rates below those charged to other public entities.

CHAPTER III PURPOSE AND POWERS

3.1 Authority Created

This Agreement creates a joint powers authority known as the Central Net Operations Authority. The Authority is formed pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title I of the Government Code of the State of California (The Joint Exercise of Powers Act). The Authority shall be considered a public entity separate and apart from the participating agencies.

3.2 Common Powers

Each Party has the common power to provide fire protection, fire suppression, fire prevention, emergency medical and related services.

3.3 General Purpose

A. The primary purpose of this Agreement is to provide for the operation, upgrade, maintenance and repair of the Training Facility. This Agreement is intended to provide a formal mechanism by which the Authority can fund these activities, require non-Members using the Training Facility to pay for use of the facility and, accordingly, provide the highest possible level of fire suppression training, fire prevention training and emergency medical training.

B. This Agreement also is intended to foster cooperation among the Parties in the form of a separate written automatic aid agreement and serves as a vehicle for scheduling and funding of training seminars.

3.4 Powers

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

A. To jointly exercise the common powers of the Members;

B. To make and enter into contracts;

C. To retain the services of fire suppression specialists and such other persons with specialized knowledge or ability that would assist the Members in achieving the purposes of this Agreement;

D. To acquire, hold or dispose of property by any lawful means, including, without limitation, gift, and purchase for sale;

E. To incur debts, liabilities or obligations subject to the limitations specified in this Agreement;

F. To receive gifts, contributions, grants, and donations of property, funds, services and other forms of assistance from any person, firm, entity, corporation or public agency.

G. To sue and be sued in its own name;

H. To apply for any grant or grants offered in conjunction with any Federal, State or local program that is in any way related to the purpose of this Agreement;

I. To adopt rules, regulations, policies, by-laws and procedures governing the operation of the Authority;

J. To exercise any other power in the manner and according to the methods provided by applicable laws, rules or regulations, subject only to the restrictions on the manner of exercising such powers that may be applicable to the City of Huntington Beach.

CHAPTER IV ORGANIZATION

4.1 The Members of this Authority shall be the public entities which executed this Agreement or a subsequent amendment and have not withdrawn from the Authority as provided in Section 10.2.

4.2 Board

A. The Board shall consist of the existing City Manager of each Party and as alternate, the Fire Chief or his/her designee.

B. Each Board Member shall hold office from the first meeting of the Board after appointment until a successor is named.

C. A Board Member or alternate shall not receive compensation, but may be reimbursed by the Authority for expenses reasonably incurred while performing duties required by this Agreement, and as further specified and limited by resolution of the Board.

4.3 Principal Office

The principal office of the Authority shall be 18301 Gothard Street in the City of Huntington Beach, County of Orange. The Board has the full power and authority to change the principal office from one location to another within the County of Orange.

4.4 Meetings

The Board shall meet at the principal office of the Authority, or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution. Regular, adjourned and special meetings of the Board shall be called, noticed and conducted in accordance with the Ralph M. Brown Act or other relevant open meeting law.

4.5 Quorum

A majority of the Board Members (or the alternate for any absent voting Member) shall constitute a quorum for the purposes of transacting business relating to the Authority.

4.6 Powers and Limitations

All of the powers of the Authority are reserved to it except to the extent of powers conferred on the Board pursuant to this Agreement. Each Board Member, or alternate in the absence of any voting Member, shall be entitled to one vote and, except as expressly provided in this Agreement, the affirmative vote of the majority of those present and qualified shall effect adoption of any motion, resolution, order or action the Board deems appropriate.

4.7 Minutes

The secretary of the Authority shall provide notice of, prepare and post agendas for, and keep minutes of, each regular, adjourned and special meeting of the Board. The secretary shall

send a copy of the minutes to each Board Member and otherwise perform the duties necessary to ensure compliance with provisions of law including, without limitation, any applicable "open meeting law" such as the Ralph M. Brown Act.

4.8 Rules

The Board may adopt rules and regulations for the conduct of its affairs that are not in conflict with this Agreement.

4.9 Officers

The Board shall select a chairperson and vice chairperson from its Members and shall appoint a secretary who may, but need not, be a Member of the Board. The treasurer and auditor of the City of Huntington Beach shall hold the offices of treasurer and auditor of the Authority authorized by section 6506.6 of the Government Code. The treasurer shall keep all revenues of the Authority in a separate interest bearing account and otherwise perform the duties and responsibilities of that office as specified in Section 6505.5 (A) (d) of the Government Code. The chairperson, vice chairperson and secretary shall hold office for a period of one year.

4.10 Bond

The treasurer, auditor and such other persons who may have access to, or handle, any revenue of the Authority shall be required to file an official bond in an amount determined by the Board and consistent with the provisions of Section 6506.1 of the Government Code. This bonding requirement shall be satisfied if an existing bond is extended to cover the duties required by this Agreement. The costs of complying with the requirements of this Section shall be considered an administrative expense of the Authority.

4.11 Status of Officers and Employees

All of the privileges and immunities from liability, exception from laws, ordinances and rules and all pension, relief, disability, workers compensation and other benefits which apply to the activities of officers, agents, or employees of any of the Members when performing their respective duties or functions for that agency, shall apply to each of them to the same degree and extent while engaged in the performance of any activity, function or duty pursuant to this Agreement.

CHAPTER V BASIC SERVICES

5.1 Training Facility

A. The Authority shall provide access to the Training Facility for use by Members as provided in this Agreement. The Board shall develop standard procedures for the processing of requests for access to the Training Facility, for resolving conflicts when there are two (2) or more requests for use of the Training Facility at the same time, and other administrative matters of a similar nature.

B. The Authority is empowered to develop and issue policy and procedure directives for the maintenance and operation of the Training Facility.

C. The Authority shall provide personnel necessary to operate and maintain the Training Facility as well as developing, scheduling and coordinating training programs. The Board shall determine the specific number and qualifications of personnel necessary to adequately perform these services. The Authority shall enter into an Agreement with the City of Huntington Beach for the provision of these services by employees of the City of Huntington Beach. Training Facility positions authorized and fully funded prior to the effective date of this Agreement are listed in Exhibit "D".

D. The Authority shall provide equipment and material necessary to allow Members full and beneficial use of the Training Facility. The Board shall have the power to purchase appropriate supplies and equipment including audio visual equipment, recorded material, and books.

E. The Board shall establish formal procedures and appropriate fees for the use of the Training Facility by non-Members who have contracted with the Authority for access. The formal procedures shall include provisions which grant Members priority over non-Members in the event of two or more requests for use of the facility at the same time and for the recovery of costs and expenses, including overhead, associated with the use of the facilities by non-Members.

5.2 Training and Education

The Authority shall have no obligation to provide training or education to the Members or their employees and no provision for such services shall be made in the budget. The Authority shall provide training for Central Net Staff as it deems appropriate for the operation of the facility and support programs. However, the Board shall have the authority to take action which would facilitate training sessions, education seminars, for, or on behalf of, Members requesting such action. This may include training of Members for the proper operation and use of on-site props and training aids. No Member shall be required to contribute funds to any training session, educational seminar or similar activity authorized by the Board in which that Member does not participate. The Board is authorized to retain consultants to study and report on methods of improving the quality of services provided by the Authority, additional services the Authority may want to provide, and methods by which the costs of services could be reduced. The unanimous approval of the Board is required prior to the commencement of any such study or report. Costs of the study or report shall be included within the Authority's operating budget or be paid by way of a special assessment levied against each Member in accordance with their then current contribution rate.

CHAPTER VI FUNDING AND ADMINISTRATION

6.1 Funding

Each member shall pay a portion of the costs incurred by the Authority in providing the services described in Section 5.1. Each Member's share of the costs shall be determined in accordance with the provisions of this Section.

A. The contribution of each member shall be based upon the number of authorized safety personnel. Each Member's use of the Training Facility will, in large part, reflect the number of employees that need training. This criteria shall be weighted in accordance with the percentage of the preceding year's budget attributable to training. The percentage of each member's contributions shall be determined in accordance with the following formula:

$$\frac{\text{AUTHORIZED SAFETY PERSONNEL OF MEMBER}}{\text{TOTAL AUTHORIZED SAFETY PERSONNEL OF ALL MEMBERS}} \times \text{TRAINING FACILITY BUDGET MINUS ANNUAL REVENUES}$$

6.2 Administrative Services

The City of Huntington Beach shall be responsible for administrative services. Administrative services include general accounting of funds received and disbursed, preparation of invoices to Members, preparation of documents relative to any grant program, and such other functions as may be required by this Agreement or the provisions of any law including, without limitation, the Joint Exercise of Powers Act.

The City of Huntington Beach shall select the individual or individuals responsible for providing administrative services subject to Board approval. The City of Huntington Beach shall be reimbursed for administrative costs at a rate and/or amount approved by the Board in the annual budget.

6.3 Emergency Repairs

If any damage should occur which interferes with training or other critical services, the Huntington Beach Fire Chief or his/her representative is authorized without prior Board approval to have the necessary repairs made so that services are resumed.

6.4 Capital Improvements – Funding

In the event unanticipated damage to the Training Facility over and above repairs called for in the then current budget and the cost of which exceeds available reserves, the Board shall promptly solicit bids for the repair of damage from at least three (3) responsible firms, award the contract to the lowest responsible bidder and direct the accepted responsible bidder to make the repairs as soon as possible. The cost of the repairs or improvements shall be reimbursed by each Member in accordance with its share of the Training Facility budget.

CHAPTER VII BUDGETARY PROVISIONS

7.1 Annual Budget

The Board shall adopt an annual budget pursuant to this Agreement and procedures adopted by the Board. The Board shall conduct at least one (1) public hearing regarding the

budget prior to adoption. The hearing shall be noticed and conducted in the manner provided by law.

7.2 Special Budgetary Considerations

The budget adopted by the Board shall consist of a Training Facility component and a capital improvements component. Except as provided in Section 6.3, the contributions of Members shall be used to defray costs and expenses associated with the Training Facility component and the capital improvements component. Contributions from non-Members pursuant to contracts ratified by the Board, grant funds and other incidental revenue received by the Authority shall be used as additional funding. Funds allocated to the Training Facility component of the budget shall be sufficient to provide and pay for the services, personnel and facilities described in Section 5.1. Special assessment for operating expenses and capital improvement projects can be levied from time to time provided approval of the respective city councils is obtained.

7.3 Disbursements

The treasurer shall draw checks or warrants upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of such claims or disbursements in accordance with the rules and regulations adopted by the Board.

7.4 Accounts

All funds shall be placed in accounts and the receipt, transfer of disbursement of funds during the term of this Agreement shall be accounted for, in accordance with generally accepted accounting principles applicable to government entities. There shall be strict accountability for all funds. All revenues and expenditures shall be annually reported to the Board.

7.5 Expenditures Within Approved Annual Budget

All expenditures shall be within the designations and limitations of the approved annual budget, provided, however, expenditures may be made for capital improvements not specifically identified in the budget, so long as the expenditures are made from revenue other than contributions for Members and, provided further, expenditures may be made for capital improvements upon the unanimous consent of all Members or by special assessments approved by the Board and the city council of each Member.

CHAPTER VIII USE OF TRAINING FACILITIES

8.1 Existing Arrangements

The Training Facility is used from time to time by non-Members pursuant to understandings which have not been reduced to writing. The Board shall determine the extent to which the Training Facility is used by non-Members, the rationale from such use, and the consideration received by the Authority for such use. In the event the Board determines that the non-Member should continue to use the Training Facility, a written contract memorializing the Agreement shall be negotiated and executed as soon as possible.

8.2 New Contracts

The Board shall have the authority to negotiate and approve Agreements for the use of the facility by non-Members at times when the facility is not used by then current Members and non-Members acting pursuant to contract.

CHAPTER IX LIABILITY/INSURANCE

9.1 Liabilities

The debts, liabilities and obligations of the Authority shall not be considered the debts, liabilities or obligations of any Member, except as otherwise provided in this Chapter.

9.2 Indemnification/Hold Harmless

A. The Authority shall defend, indemnify and hold harmless each Member with respect to any loss, injury, damage, claim, lawsuit, liability, cost, fee or expense alleged to have been proximately caused by the performance of services described in Subsection 5.1 of this Agreement. The Authority shall fulfill its obligation pursuant to this Subsection by establishing a liability reserve fund in the annual budget, by purchasing insurance or by requiring contributions from each Member pursuant to this Subsection. In the event the Board does not purchase insurance or establish a liability reserve in the budget, or in the event judgment and/or litigation costs exceed the amount of the liability reserve, each Member shall contribute their pro rata share of the unfunded liability (including litigation costs and attorney's fees) in accordance with the following:

1. In the event the unfunded liability arises out of the provision of Training Facility services, the contribution of each Member shall be in an amount equal to the total unfunded liability multiplied by that agency's percentage of the Training Facility's budget as specified in Section 6.1, Part A.

B. Each Member shall assign to the Authority all of its right, title and interest to recover any medical expense, salary, or fringe benefits paid to, or on behalf of, any officer or employee who is injured as a result of the performance of services described in Subsection 5.1 of this Agreement, or who is alleged to have been injured as a result of the use of the Training Facility.

9.3 Waiver

Each Member waives and gives up any claim against, or right to sue, the Authority for any loss, damage or injury that arises out of, or is any way related, to the performance of services for any emergency response, pursuant to this Agreement. This waiver extends to liability for bodily injury or property damage that may be sustained by any Member or its officers, employees, contractors, or agents, and which was proximately caused, in whole or in part, by the negligent act, conduct or omission of the Authority, or its respective officers, employees, agents, contractors and representatives. However, this waiver does not extend to bodily injury or property damage caused by an unlawful, fraudulent or willful act or omission.

**CHAPTER X
ADMISSION AND WITHDRAWAL OF MEMBERS**

10.1 New Members

Public entities may become Members in the Authority upon such terms and conditions as may be specified by the Board. New Members shall pay a surcharge to be determined by the Board at the time of application.

10.2 Withdrawal

A Member may withdraw from the Authority and terminate its rights and obligations pursuant to this Agreement by giving written notice of its intention to terminate to the secretary of the Board no later than December 31st prior to termination of the fiscal year in which the provider agency intends to withdraw. The written notice shall be accompanied by a resolution or minute order of the legislative body of the withdrawing agency specifying its intent to withdraw from the Authority. Withdrawal shall be effective upon the expiration of the then current fiscal year. An Agency withdrawing from the authority under this section relinquishes all property rights to facilities and equipment except as otherwise specified.

10.3 Breach

The Board consisting of 100% of non-breaching members shall have the authority to terminate the membership of any Member in the event the Member materially breaches its duties pursuant to this Agreement. For the purposes of this Section, the term "material breach" shall include, without limitation, a failure to fund the budget in accordance with Section VI, the failure to make any contribution or pay any assessment when due, and the failure to defend or indemnify other Members as required in Chapter IX.

**CHAPTER XI
TERMINATION AND DISPOSITION OF ASSETS**

11.1 Termination

The Parties agree that this Agreement will continue until one Member gives the Authority written notice of its intention to withdraw, as specified in Section 10.2, or if the Members mutually agree to terminate this Agreement. Otherwise, this Joint Powers Agreement will terminate on August 22, 2021, unless extended by mutual agreement of the Parties.

11.2 Distribution of Property

A. All capital equipment purchased after the effective date of this agreement, shall be assigned an "operating life" by the Board. The Board shall also designate equipment which is critical or noncritical to the operation of the facilities. Upon termination of this agreement, all capital equipment either functioning within its operating life or beyond, shall be appraised by an independent appraiser and equipment designated as critical may be purchased first by the City of Huntington Beach or then by any Member agency. Noncritical capital equipment may be purchased by any Member agency based on

procedures adopted by the Board. Capital equipment not purchased by Member agencies, shall be sold to the public at appraised value or at public auction.

B. In the event the City of Huntington Beach votes to terminate this Joint Powers Agreement prior to August 22, 2021, and the Joint Powers Agreement is terminated in whole or in part because of that vote, the City of Huntington Beach shall reimburse the City of Fountain Valley in a sum equal to 1/50th of the construction and equipment costs paid by Fountain Valley for each year, or portion thereof, between the date of termination and August 22, 2021. Upon payment of these sums, the Property and assets of the Authority shall become the property of the City of Huntington Beach, provided, however, funds remaining in the Training Facility budget shall be paid to each Member in proportion to their most recent contribution rate to each budget.

C. In the event the Parties do not mutually agree to extend this agreement, and it therefore expires on August 22, 2021, the funds remaining in the adopted FY 2020/2021 Training Facility budget, exclusive of fund balance reserves, shall be distributed to each member in proportion to their most recent contribution rate to each budget.

CHAPTER XII MISCELLANEOUS

12.1 Amendments

This Agreement may be amended with the approval of a majority if the Members.

12.2 Notice

Any notice or instrument required to be given or delivered pursuant to this Agreement shall be deemed given when personally delivered to the Member or the Authority, or deposited in the United States mail, first class postage pre-paid, and properly addressed to the principal office of the Member or the Authority.

12.3 Partial Invalidity


If one or more of the Sections, paragraphs or provisions of this Agreement is determined to be invalid or unenforceable by a court or competent jurisdiction, each and all of the remaining provisions, Sections and paragraphs shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law, provided, the remaining Sections or provisions can be construed in substance to constitute the Agreement the Parties intended in the first instance.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed unattested by their duly authorized officers, and to have their official seals affixed hereto as of the date first stated above.

CITY OF FOUNTAIN VALLEY

CITY OF HUNTINGTON BEACH

Mayor

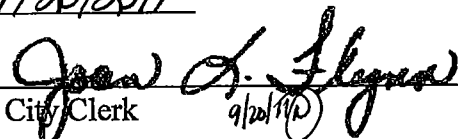


Mayor

Date: _____

Date: 9/20/2011

City Clerk

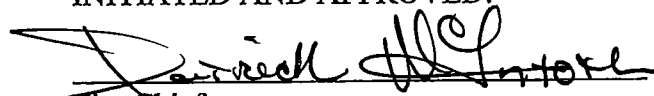


City Clerk 9/20/11

APPROVED AS TO FORM:

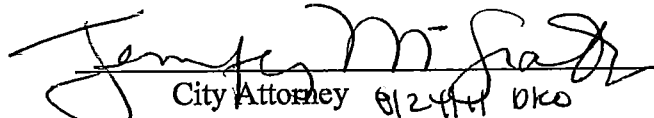
INITIATED AND APPROVED:

City Attorney



Fire Chief

APPROVED AS TO FORM:



City Attorney 01244 DKO

Exhibit A

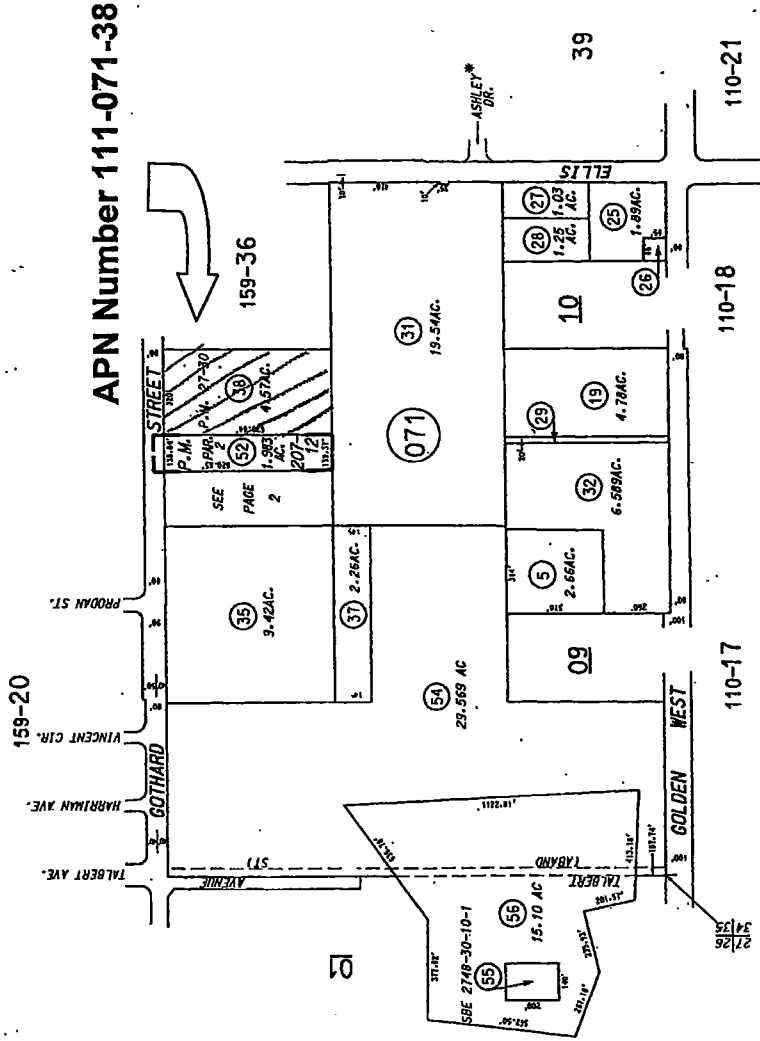
POR. W 1/2, SEC. 35, T 5 S, R 11 W

111-07
PAGE 1 OF 2

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1/4 COR.
SEC. 35-5-11



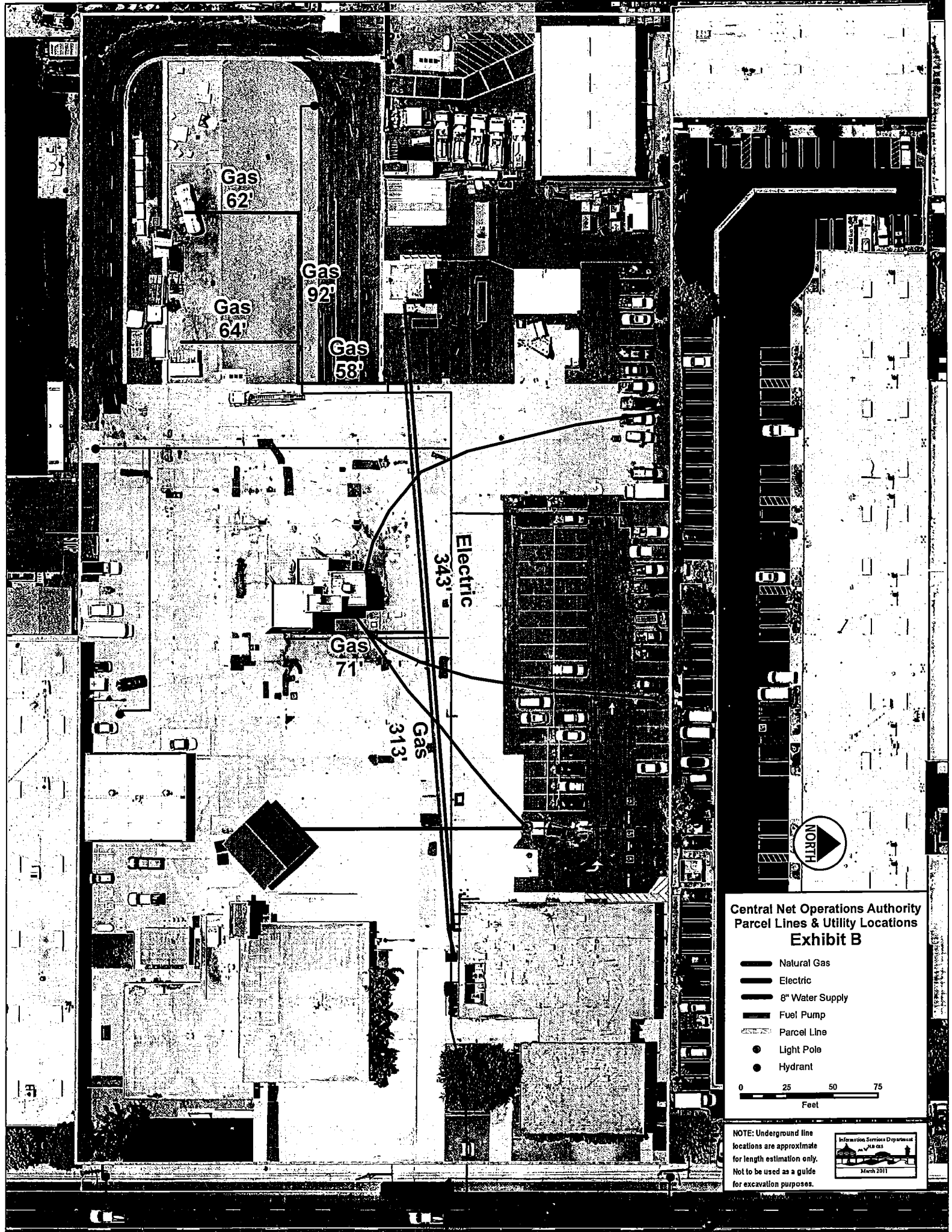
MARCH 1951

PARCEL MAP P. M. 207-12








NOTE -- ASSESSOR'S BLOCK & ASSESSOR'S MAP
 PARCEL NUMBERS BOOK 111 PAGE 07
 SHOWN IN CIRCLES COUNTY OF ORANGE

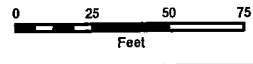
* PRIVATE STREET





**Central Net Operations Authority
Parcel Lines & Utility Locations
Exhibit B**

-  Natural Gas
-  Electric
-  8" Water Supply
-  Fuel Pump
-  Parcel Line
-  Light Pole
-  Hydrant



NOTE: Underground line locations are approximate for length estimation only. Not to be used as a guide for excavation purposes.



EXHIBIT "C"

ITEM I, TRAINING TOWER AND FIRE BUILDING

A five-story cement building that typically represents construction features found in two-story through multi-story high rise buildings. Specifically including ladders and scaling wall, flat and slating roof, enclosed stairway and smoke tower, windowless rooms, observation tower, fire rooms, sprinkler systems, cellar inlets, breathing apparatus training rooms, ventilation training panels, a variety of window sections, interim dry standpipe, a basement section, an apparatus maneuvering yard, above ground fuel storage tank, and a yard fire hydrant system with both wet and dry barrel hydrants.

ITEM II, CLASSROOMS & SUPPORT FACILITIES

A one-story building and basement that meets Federal requirements for an emergency operations center. Basement features include three (3) classrooms. First floor features include a board room, one small classroom, one large classroom, and office space for the training officers from the member cities.

ITEM III, TEST PIT AND MASTER STREAM COLLECTOR

A standard 2,000 gpm pumper test pit including collection shield and water recycling collection system.

ITEM IV, FREEWAY EMERGENCY, GAS TRANSMISSION & PETROLEUM FIREFIGHTING PROPS

Special outdoor firefighting props surrounded by a typical street. Features include a butane/propane prop with tanker, a tanker loading rack, a transmission pipe section with five firefighting set ups, gutter section, and a one-story control tower.

EXHIBIT "D"

TRAINING CENTER STAFFING

Budgeted Position Titles	Number
Administrative Secretary	1
Fire Training Maintenance Technician	1
TOTAL	2