

## JOINT POWERS AGREEMENT

### (McCLELLAN REGIONAL FIRE AND RESCUE TRAINING AUTHORITY)

This Agreement is made and entered into as of December 1, 1997, by and between the American River Fire Protection District (ARFPD), the City of Sacramento for the Sacramento Fire Department (SFD), the Sacramento County Fire Protection District (SCFPD), and the California Office of Emergency Services, Fire and Rescue (OES), hereinafter referred to individually as "member agency" and collectively as "member agencies."

#### RECITALS

WHEREAS, the parties to this Agreement each possess the authority to acquire, construct, operate and maintain facilities for the purpose of providing Fire, Rescue, EMS and Haz-Mat training; and

WHEREAS, there is a need for coordinated planning for the provision of Fire, Rescue, EMS, and Haz-Mat training in order to gain maximum benefit from the expenditure of public funds; and

WHEREAS, there is a need for a coordinated and regional effort to finance, provide and maintain facilities and train Fire, Rescue, EMS, and Haz-Mat personnel in order to ensure the provision of comprehensive public safety services to the Sacramento metropolitan area, the State of California and the nation; and

WHEREAS, there is a need, in an era of scarce public resources, to avoid unnecessary duplication of facilities, materials, services and planning with respect to training Fire, Rescue, EMS, and Haz-Mat personnel; and

WHEREAS, there is a need to maximize the benefits of coordinated planning of training programs based on natural service areas and population density, rather than on the basis of the territorial and political boundaries of the parties; and

WHEREAS, there is a need to provide coordinated and accelerated improvement in the region's public safety systems to meet the needs of increasing urbanization; and

WHEREAS, there is a need to coordinate facilities and services in order to increase the possibility of federal and state assistance to the region for Fire, Rescue, EMS, and Haz-Mat training; and

WHEREAS, such a coordinated system can best be achieved through the cooperative action of the parties operating through a Joint Powers Authority;

NOW, THEREFORE, based upon the mutual promises contained herein, the parties hereby agree as follows:

1. **Establishment of Joint Powers Authority.** Pursuant to Sections 6500 et. seq. of the Government Code, the McClellan Regional Fire and Rescue Training Authority (the "Authority") is hereby established to operate the McClellan Regional Fire and Rescue Training Facility ("Facility"). Each party to this Agreement has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate and control Fire, Rescue, EMS and Haz-Mat training resources. The purpose of the Authority is to jointly exercise the common powers in the manner hereinafter set forth.

2. **Liabilities and Obligations of Authority.** The debts, liabilities and obligations of the Authority shall not be the liabilities and obligations of the member agencies.

3. **Governing Body.**

- (a) The governing body of the Authority shall be the Facility Policy Council ("Council"). The Council shall be charged with the authority and responsibility to direct the proper and efficient administration of the Training Facility and provide direction to the Manager of the Training Facility.
- (b) The Council shall consist of four (4) members. One member shall be appointed by each member agency and shall serve at the pleasure of the appointing member agency. The members may be, but shall not be required to be, elected officials.
- (c) The Council shall take action only by unanimous vote of all four (4) Council members.
- (d) Each member agency shall, in addition to its regular appointment, appoint one or more alternate members who shall be empowered to represent the member agency in the absence of the member agency's regular representative.

4. **Organization of the Facility Policy Council.**

- (a) The Council shall elect a chair for the purposes of facilitating Authority activities and general business. The chair shall serve a one-year term.
- (b) The Council may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.
- (c) The Council shall set regular meetings. The date, time, and place of each

- regular meeting shall be fixed by the Council.
- (d) All meetings of the Council shall comply with the Brown Act (Government Code § 54950 et. seq.).
  - (e) Records of all actions taken by the Council shall be kept and made available as required by law.

5. **Training Facility Manager.**

- (a) The Facility Council shall appoint the Manager. The Manager may be an Authority employee or an employee of one of the member agencies provided to the Authority. Subordinate employees may be employees of the Authority or may be provided by member agencies or other entities.
- (b) The Manager shall have the authority under the policy direction of the Council, to:
  - (1) plan, organize, and direct all Facility activities;
  - (2) authorize expenditures within the designations and limitations of the Authority budget;
  - (3) make recommendations to the Council concerning all of the matters which are to be performed, done or carried out by the Council;
  - (4) have charge of any property of the Authority;
  - (5) apply for and administer Facility grants and subventions from the member agencies and other sources. All applications requiring matching or contributory funds, or contributions by the member

agencies, shall be approved by the Council in advance.

6. **Authority Powers.** The Authority shall have the authority in its own name to do any of the following:

- (a) To exercise jointly the common authority of its member agencies to study, plan and implement Fire, Rescue, EMS and Haz-Mat training, and to develop a plan of operation and funding thereof.
- (b) To participate in financing or refinancing of Fire, Rescue, EMS, and Haz-Mat training programs or facilities in accordance with state law.
- (c) To make and enter contracts necessary to the full exercise of its authority.
- (d) To acquire, construct, manage, maintain, operate, lease, dispose of, and use any Fire, Rescue, EMS, and Haz-Mat training resources and facilities consistent with the approved budget.
- (e) To prescribe and collect fees as a condition for utilization of its facilities in accordance with applicable statutory requirements.
- (f) To apply for, accept and receive state, federal or local licenses and permits, and grants, loans, fees or other revenues from any agency of the United States of America, the State of California, or any other public or private entity.
- (g) To perform all acts necessary and proper to carry out fully the purpose of this Agreement and not inconsistent with any other provision of law.
- (h) To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws

applicable to any member agency.

7. **Insurance.** The Authority shall maintain adequate liability insurance or a self-insurance program for the operation of the Facility. The member agencies, their officers, employees, and agents shall not be subject to any liability for the acts or omissions of the Authority or any officer, employee, or agent thereof. The Authority shall be responsible for the acts or omissions of its own officers, employees, or agents.

8. **Budgets.**

(a) The Manager shall submit to the member agencies and the Council annually, on or before March 1, a proposed budget containing estimates in detail of the amount of funding necessary for the operation of the Authority and the Facility and the service levels that will be provided based on funding estimates for the ensuing fiscal year, together with an estimate of anticipated revenues. Each member agency shall notify the Council of its appropriation for the Authority no later than October 1st of each fiscal year (defined as July 1 to June 30). No party may reduce its appropriation during the fiscal year without ninety (90) days' prior written notice to the Authority.

(b) Within ninety (90) days after the commencement of this Agreement, and thereafter no later than ninety (90) days after the commencement of each fiscal year (defined as July 1 to June 30), the Council shall adopt a budget for the Authority for that fiscal year.

(c) The Authority/Facility annual budget shall be approved by unanimous.....

resolution of the Council. If the budget requires contributions from each member agency to defray Authority expenses that are not defrayed by other anticipated revenues, the required contribution shall be paid as follows:

- |     |                    |     |
|-----|--------------------|-----|
| (1) | ARFPD              | 20% |
| (2) | City of Sacramento | 20% |
| (3) | SCFPD              | 20% |
| (4) | OES                | 40% |

No Council member shall vote in favor of a budget which requires contributions by the member agencies unless the member's agency has approved the expenditure in the agency's budget.

**9. Financial Procedures.**

- (a) The member agencies shall deposit with the Authority the amount allocated to the Authority for the fiscal year. Deposits shall be made on an annual, semi-annual, or quarterly basis, with the first deposit to be made not later than October 1 of each fiscal year. All funds allocated but not expended in a fiscal year shall roll over to the succeeding year for reallocation.
- (b) Controller, Treasurer, Legal Counsel
- (i) The Treasurer and the Controller of the County of Sacramento shall be the Treasurer and Controller of the Authority. The Treasurer and the Controller shall comply strictly with the provisions of the statutes relating to their duties found in Chapter 5, Division 7, Title 1 of the Government Code, beginning with Section 6500.

- (ii) The Controller of the Authority shall cause an independent audit of the Authority finances to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Government Code. The Controller of the Authority shall draw warrants to pay demands against the Authority when approved by its authorized representative pursuant to any delegation of authority adopted by the Authority. The Controller shall account for all funds belonging to the Authority and shall prepare reports of all receipts and disbursements in accordance with standard accounting procedures.
- (iii) The Treasurer of the Authority shall be the depositor and the custodian of all the money of the Authority from whatever source and shall to the fullest extent permitted by law invest any surplus or trust fund for the benefit of the Authority.
- (iv) Legal counsel to the Authority shall be appointed by the Council and shall serve at the pleasure of the Council. Legal counsel may be the counsel of one of the member agencies or independent counsel.

10. **Reports.** The Manager shall, within 90 days of the close of the fiscal year, report to the Council and the member agencies on the fiscal condition of the Authority for the previous fiscal year.

11. **Term of Agreement: Withdrawal and Dissolution.**

- (a) This Agreement shall remain in effect for a minimum of ten (10) years, until

November 30, 2007, and shall thereafter automatically renew for four (4) additional five-year terms unless sooner terminated by withdrawal of all but one of the member agencies.

- (b) Any member agency may withdraw as of the end of any fiscal year, but not earlier than November 30, 2007, upon no less than one year's written notice to the other member agencies and to the Council. The Council shall transfer to the withdrawing agency all property and assets contributed to the Authority by the agency and all property and assets acquired by the Authority with the agency's financial contributions for use in Facility operations which have not been consumed for Facility operations prior to the effective date of the withdrawal; provided, however, that when any part of the withdrawing member's contribution has been commingled with the contribution of any other member or members to acquire an asset (e.g., a building) from which the withdrawing agency's share is not readily extricable without injury to the asset or its functionality, there shall be no transfer to the withdrawing agency in consideration of the agency's contribution to that asset. Withdrawal by all but one of the member agencies shall constitute a dissolution of the Authority as of the end of the fiscal year.

**12. Disposition of Authority Assets and Liabilities Upon Dissolution.**

- (a) In the event of dissolution of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume

its assets, liabilities, obligations and funds, including any interest earned on deposits, remaining upon dissolution of the Authority and after payment of all obligations, the assets and liabilities of the Authority shall be transferred to the successor public entity.

- (b) If there is no successor public entity which will carry on any of the activities of the Authority or assume any of its assets, liabilities, obligations and funds, including any interest earned on deposits, remaining upon dissolution of the Authority and after payment of all obligations, the assets and liabilities shall be returned in proportion to the contribution of each member agency of the Authority.
- (c) If there is a successor public entity which will undertake some of the functions of the Authority and assume some of its assets, liabilities, obligations and funds, including any interest earned on deposits, remaining upon dissolution of the Authority and after payment of all obligations, the assets and liabilities shall be allocated by the Council between the successor public entity and the member agencies.
- (d) All decisions of the Council with regard to allocation, distribution or transfer of Authority assets or liabilities shall be final.

**13. Amendments.** This Agreement may be amended by unanimous written agreement of the member agencies.

14. Participating Agencies. Public entities providing Fire, Rescue, EMS and Haz-Mat training may become Participating Agencies of the Authority upon the unanimous consent of the four member agencies, and on such terms as the Council shall prescribe.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

AMERICAN RIVER FIRE PROTECTION DISTRICT  
By: [Signature]  
President, ARFPD Governing Board

SACRAMENTO COUNTY FIRE PROTECTION DISTRICT  
By: [Signature]  
President, SCFPD Governing Board

STATE OF CALIFORNIA, OFFICE OF EMERGENCY SERVICES  
By: [Signature]  
Director

CITY OF SACRAMENTO  
By: [Signature]  
William H. Edgar, City Manager

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:  
[Signature]  
CITY CLERK

[Signature]  
ARFPD Counsel

[Signature]  
SCFPD Counsel

## FIRST AMENDMENT TO JOINT POWERS AGREEMENT

### (McCLELLAN REGIONAL FIRE AND RESCUE TRAINING AUTHORITY)

This First Amendment to the McClellan Regional Fire and Rescue Training Authority Joint Powers Agreement is made and entered into to be effective as of January 1, 1999, by and among the American River Fire Protection District (ARFPD), the City of Sacramento for the Sacramento Fire Department (SFD), the Sacramento County Fire Protection District (SCFPD), and the California Office of Emergency Services, Fire and Rescue (OES).

THE PARTIES HEREBY AGREE AS FOLLOWS:

Subsection (c) is hereby added to Section 9. to read as follows:

**9. Financial Procedures.**

(a) [unchanged]

(b) [unchanged]

(c) Contracts awarded by the Authority to individuals and non-governmental entities for construction, labor, professional services, materials, supplies, equipment, alteration, repair or improvement shall include participation goals set to ensure a minimum three (3) percent overall participation rate for disabled veteran business enterprises, as defined in the California Military and Veterans Code (Section 999). The "overall participation rate" shall be based on the total annual dollar amount expended with respect to contracts let by the Authority which are subject to this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the McClellan Regional Fire and Rescue Training Authority Joint Powers Agreement to be effective on the date first above written.

AMERICAN RIVER FIRE PROTECTION DISTRICT

By: [Signature]  
President, ARFPD Governing Board

SACRAMENTO COUNTY FIRE PROTECTION DISTRICT

By: [Signature]  
President, SCFPD Governing Board

STATE OF CALIFORNIA, OFFICE OF EMERGENCY SERVICES

By: [Signature]  
Director

CITY OF SACRAMENTO

By: [Signature]  
City Manager

APPROVED AS TO FORM:

[Signature]  
ARFPD Counsel

[Signature]  
SCFPD Counsel

[Signature]  
OES Counsel

[Signature]  
Deputy City Attorney

ATTEST

[Signature]  
Assistant CITY CLERK

# RESOLUTION NO. 99-019

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF JAN 12 1999

A RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE VARIOUS AGREEMENTS RELATING TO THE McCLELLAN REGIONAL FIRE AND RESCUE TRAINING AUTHORITY JOINT POWERS AGREEMENT AND LEASE-PURCHASE FINANCING OF TRAINING FACILITIES

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO that:

1. The City Manager and City Clerk are hereby authorized to execute the First Amendment to the McClellan Regional Fire and Rescue Training Authority Joint Powers Agreement.
2. The City Manager and City Clerk are hereby authorized to execute the following agreements relating to a Lease-Purchase Financing of Training Facilities by the McClellan Regional Fire and Rescue Training Authority:
  - a. The Facility Funding Agreement.
  - b. The Members' Agreement re McClellan Regional Fire and Rescue Training Authority Joint Lease-Purchase Financing.

JOE SERNA, JR.

MAYOR

ATTEST:

VALERIE BURROWES

CITY CLERK

CERTIFIED AS TRUE COPY  
of Resolution No. 99-019

FEB 1 1999

DATE CERTIFIED

Assistant City Clerk City of Sacramento

- 1 -

FOR CITY CLERK USE ONLY

RESOLUTION NO. 99-019

DATE ADOPTED: JAN 12 1999

City Agreement No. 97-184 -1

**SECOND AMENDMENT TO JOINT POWERS AGREEMENT**

(McCLELLAN REGIONAL FIRE AND  
RESCUE TRAINING AUTHORITY)

This Second Amendment to the McClellan Regional Fire and Rescue Training Authority Joint Powers Agreement is made and entered into to be effective as of January 1, 2001, by and among the Sacramento Metropolitan Fire District (SMFD) (formerly the American River Fire Protection District and successor to the Sacramento County Fire Protection District), the City of Sacramento for the Sacramento Fire Department (SFD), and the California Office of Emergency Services, Fire and Rescue (OES).

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The caption and introductory paragraph of the Agreement is hereby amended as follows:

**JOINT POWERS AGREEMENT**

(CALIFORNIA FIRE AND  
RESCUE TRAINING AUTHORITY)

This Agreement is made and entered into as of December 1, 1997, by and between the Sacramento Metropolitan Fire District (SMFD), the City of Sacramento for the Sacramento Fire Department (SFD), and the California Office of Emergency Services, Fire and Rescue (OES), hereinafter referred to individually as "member agency" and collectively as "member agencies."

2. The RECITALS of the Agreement are hereby amended as follows:

**RECITALS**

**WHEREAS**, the parties to this Agreement each possess the authority to acquire, construct, operate and maintain facilities for the purpose of providing Fire, Rescue, EMS and Haz-Mat training; and

CITY  
AGREEMENT NO. 97-184-2

**WHEREAS**, there is a need for coordinated planning for the provision of Fire, Rescue, EMS, and Haz-Mat training in order to gain maximum benefit from the expenditure of public funds; and

**WHEREAS**, the State of California has recognized the need for training in the areas of Fire, Rescue, EMS and Haz-Mat, and has appropriated funds for that purpose; and

**WHEREAS**, there is a need for a coordinated and regional effort to finance, provide and maintain facilities and train Fire, Rescue, EMS, and Haz-Mat personnel in order to ensure the provision of comprehensive public safety services to the Sacramento area, the State of California and the nation; and

**WHEREAS**, there is a need, in an era of scarce public resources, to avoid unnecessary duplication of facilities, materials, services and planning with respect to training Fire, Rescue, EMS, and Haz-Mat personnel; and

**WHEREAS**, there is a need to provide for Fire, Rescue, EMS, Haz-Mat training for personnel of each of the member agencies; and

**WHEREAS**, there is a need to maximize the benefits of coordinated planning of training programs based on natural service areas and population density, rather than on the basis of the territorial and political boundaries of the parties; and

**WHEREAS**, there is a need to provide coordinated and accelerated improvement in the region's public safety systems to meet the needs of increasing urbanization; and

**WHEREAS**, there is a need to coordinate facilities and services in order to increase the possibility of federal and state assistance to the region for Fire, EMS, and Haz-Mat training; and

**WHEREAS**, such a coordinated system can best be achieved through the cooperative action of the parties operating through a Joint Powers Authority.

3. Section 1 of the agreement is hereby amended as follows:

1. **Establishment of Joint Powers Authority.** Pursuant to Sections 6500 et. seq. of the Government Code, the California Fire and Rescue Training Authority (the "Authority") is hereby established to operate the California Fire and Rescue Training Facility ("Facility"). Each party to this Agreement has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate and control Fire, Rescue, EMS and Haz-Mat training resources. The purpose of the Authority is to jointly exercise the common powers in the manner hereinafter set forth.

4. Section 3 of the Agreement is hereby amended as follows:

3. **Governing Body.**
  - (a) The governing body of the Authority shall be the Council ("Council"). The Council shall be charged with the authority and responsibility to direct the proper and efficient

administration of the Training Facility and provide direction to the Manager of the Training Facility.

- (b) The Council shall consist of three (3) members. One member shall be appointed by each member agency and shall serve at the pleasure of the appointing member agency. The members may be, but shall not be required to be, elected officials.
- (c) The Council shall take action only by unanimous vote of all three (3) Council members.
- (d) Each member agency shall, in addition to its regular appointment, appoint one or more alternate members who shall be empowered to represent the member agency in the absence of the member agency's regular representative.
- (e)

5. The heading of Section 4 is hereby amended as follows:

**4. Organization of the Council.**

6. Subsection (a) of Section 5 is hereby amended as follows:

**5. Training Facility Manager.**

- (a) The Council shall appoint the Manager. The Manager may be an Authority employee or an employee of one of the member agencies provided to the Authority. Subordinate

employees may be employees of the Authority or may be provided by member agencies or other entities.

7. Section 7 of the Agreement is hereby amended as follows:

7. **Insurance.** The Authority shall maintain adequate liability insurance or a self-insurance program for the operation of the Facility as well as the training operations which are conducted thereon or associated therewith. The member agencies, their officers, employees, and agents shall not be subject to any liability for the acts or omissions of the Authority or any officer, employee, or agent thereof. The Authority shall be responsible for the acts or omissions of its own officers, employees, or agents.

8. Subsection (c) of Section 8 is hereby amended as follows:

8. **Budgets.**

(a) [ Unchanged ]

(b) [ Unchanged ]

(c) The Authority/Facility annual budget shall be approved by unanimous resolution of the Council. If the budget requires contributions from each member agency to defray Authority expenses that are not defrayed by other anticipated revenues, the required contribution shall be paid as follows:

- |     |                    |     |
|-----|--------------------|-----|
| (1) | SMFD               | 30% |
| (2) | City of Sacramento | 30% |

(3) OES

40%

No Council member shall vote in favor of a budget which requires contributions by the member agencies unless the member's agency has approved the expenditure in the agency's budget.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to the California Fire and Rescue Training Authority Joint Powers Agreement to be effective on the date first above written.

SACRAMENTO METROPOLITAN FIRE DISTRICT

By: [Signature]  
President, SMFD Governing Board

CITY OF SACRAMENTO

By: [Signature]  
Robert Thomas, City Manager

STATE OF CALIFORNIA,  
OFFICE OF EMERGENCY SERVICES

By: [Signature]  
Director

ATTEST

[Signature]  
City Clerk

APPROVED AS TO FORM:

N/A  
City Attorney

[Signature]  
SMFD Counsel

[Signature]  
OES Counsel

[Signature]  
Deputy City Attorney

CITY AGREEMENT NO. 97-184-2

