

1419

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE MODOC SISKIYOU
COMMUNITY ACTION AGENCY BOARD**

THIS AGREEMENT is made and entered into by and between the COUNTY OF MODOC ("Modoc County") and the COUNTY OF SISKIYOU ("Siskiyou County") and shall be effective beginning January 1, 2008.

RECITALS

WHEREAS, the Counties of Modoc and Siskiyou wish to continue the multi-county Community Action Agency created on July 1, 1983 in order to effectively utilize Community Services Block Grant ("CSBG") funds pursuant to § 12725 et seq. of the Government Code of the State of California; and

WHEREAS, the parties wish to provide for a jointly constituted Community Action Agency Board; and

WHEREAS, pursuant to Government Code § 6500 et seq., the parties are given the authority to enter into an agreement for the joint exercise of powers and intend to enter into such an agreement for the purposes stated herein:

NOW, THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD that:

1. Parties: There is hereby created the Modoc Siskiyou Community Action Agency, hereinafter called MSCAA. Siskiyou County and Modoc County each assign to MSCAA the responsibilities set forth hereunder. MSCAA shall be and is hereby created as a separate legal entity as authorized by Government Code § 6500 et seq.

- (a) Siskiyou County shall be the lead agency of the multi-county unit. Siskiyou County shall designate an applicable county department to act as the overall administrative office of the MSCAA with the following responsibilities:
 - (i) Administer, supervise and monitor activities associated with CSBG funds that are targeted toward the assessed needs of Modoc and Siskiyou Counties.
 - (ii) Adopt an annual budget so that appropriate programs may be implemented within Modoc and Siskiyou Counties by the MSCAA Board.

Siskiyou County shall retain an amount of administrative funds as set by the MSCAA Board for actual supervisory and administrative costs and related responsibilities.

- (b) The MSCAA Board shall be responsible for administration of the program, including but not limited to, personnel matters, preparation and filing of reports, preparing and implementing sub-agreements, auditing and record keeping. All funding to the multi-county unit shall be distributed upon the direction of the MSCAA Board.
- (c) Satellite offices shall be identified from time to time by the MSCAA Board in Modoc and Siskiyou Counties with functions and responsibilities to be identified by the MSCAA Board by subcontract during the annual budget process.

2. Purpose: The purpose of this Agreement is to act in concert, pursuant to Government Code § 6500 et seq. to form a joint powers authority to effectively utilize CSBG funds pursuant to Government Code § 12725 et seq. The MSCAA shall have the authority to exercise all of the following powers:

- (a) Employ agents and employees, establish salaries and benefits, and contract for professional services;
- (b) To make and enter into contracts;
- (c) Incur debts, obligations, and liabilities; provided, however, that the debts, obligations, and liabilities incurred by the MSCAA shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of Modoc County and/or Siskiyou County;
- (d) Acquire, hold, lease and convey real and personal property;
- (e) Accept contributions, grants or loans from any public agency, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing the planning, acquisition, leasing, construction, maintenance or operation of facilities and/or services. MSCAA may also accept contributions, grants or loans from other than the foregoing sources, including private foundations, organizations, corporations, or individuals;
- (f) Invest surplus money in its treasury that is not needed for immediate necessities, as the MSCAA Board deems advisable, in the same manner and upon the same conditions as other local entities in accordance with § 53601 of the Government Code;
- (g) Acquire insurance, participate in or join insurance pooling programs, and/or develop and maintain a self-insurance reserve;

- (h) Sue and be sued, provided however, that MCSAA agrees to indemnify and hold harmless Modoc County and Siskiyou County from and against any claim for damages arising hereunder.

3. Governing Board: The governing board of the MSCAA shall consist of nine (9) members as follows:

- (a) Two (2) members of the Siskiyou County Board of Supervisors or its appointed designees; and one (1) member of the Modoc County Board of Supervisors or its appointed designee;
- (b) Three (3) representatives from business, industry, labor or other public or private groups or individuals, two of whom shall be from Siskiyou County and one of whom shall be from Modoc County; and
- (c) Three (3) representatives of the population to be served by MSCAA services, two of whom shall be from Siskiyou County and one of whom shall be from Modoc County.

Each of the above representatives shall live within the County they represent. No two representatives in category (b) shall represent the same organization or different organizations sharing the same goal.

4. Term of Office: Terms of office shall be effective January 1, except that an appointment shall be effective immediately when made to fill an unexpired term. Members appointed to the MSCAA Board shall serve a term of four (4) years. No member may hold a seat on the board for more than two (2) consecutive, full four-year terms. Time served by a member appointed to fill a vacated position shall not be counted toward the maximum eight (8) year service.

5. Officers of the Board: The MSCAA Board shall elect annually from its membership a chairperson and a vice-chairperson.

6. Meetings of the Board: The MSCAA Board shall hold not less than four (4) regular meetings per year, and such special meetings as may be required from time to time. All such meetings shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with § 54950 of the Government Code).

7. Minutes, Agendas and Notices: Notices of MSCAA Board meetings shall be sent out in a timely manner. Agenda items and copies of meeting minutes shall be mailed to MSCAA Board members as necessary, no less than ten (10) business days prior to meetings. Agendas will be posted as required by law. Complete and accurate minutes of all meetings will be kept, including a record of votes on all motions.

8. Quorum: A quorum shall consist of a majority (fifty percent plus one) of the total number of currently appointed representatives. A quorum shall be required for voting to be conducted at any meeting. The MSCAA Board may take action by an affirmative vote of a majority of those present and voting, provided a quorum is present.

9. Compensation and Expenses: Members of the MSCAA Board shall serve without compensation, but they may be reimbursed by the MSCAA for actual and necessary expenses incurred when on previously approved official business of the MSCAA.

10. Policies and Procedures: The MSCAA Board may adopt, from time to time, policies, rules, and procedures for the conduct of its business in the administration of funds and services. The policies and procedures of the MSCAA shall be reviewed and acted upon within six (6) months from the date of the execution of this Agreement.

11. Administration of Funds: Siskiyou County shall receive all grant funds, which shall be spent in accordance with the grant for which funds are received and the work to be performed pursuant to the terms of the grant. Actual supervisory and administrative costs incurred by Siskiyou pursuant to this Agreement will be paid from the grant funds, as noted in paragraph 1(a) herein. Any surplus funds remaining at the end of the grant period, or any extension thereof, will be returned to the State of California Department of Community Services and Development. No bond will be required of either party to this Agreement.

12. Accountability: The MSCAA Board shall insure that Siskiyou County employs strict accountability for all funds and Siskiyou County shall report all receipts and disbursements of funds to the MSCAA Board. The MSCAA Board and Siskiyou County shall insure that an annual audit of funds is conducted that will, at a minimum, meet the requirements prescribed in § 26909 of the Government Code and conform to generally accepted auditing standards.

13. Indemnity: Neither Modoc County or Siskiyou County nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission by the other County under or in connection with any work, authority or jurisdiction delegated to the other County under this Agreement. It is also understood and agreed, pursuant to Government Code § 895.4 that each party herein named shall fully indemnify and hold the other party harmless from any liability imposed for injury (as defined by Government Code § 810.8) occurring by reason of any act or omission by one party under or in connection with any work, authority, or jurisdiction delegated to that party under the Agreement.

14. Discretionary Funding: Nothing in this Agreement precludes the application of the MSCAA of funds granted at the discretion of the Governor to meet the assessed needs of Modoc County or Siskiyou County.

15. Obligations: The debts, liabilities and obligations of the MSCAA shall not be the debts, liabilities and obligations of Modoc County or Siskiyou County.

16. Term: Unless terminated pursuant to the provisions of Paragraph 17, the term of this Agreement shall be from January 1, 2008 through December 31, 2010.

17. Termination: Either party may, by giving the other party at least thirty (30) days written notice, terminate this Agreement for cause in whole or in part for reasons which may include but are not limited to: Failure, for any reason, to fulfill in a timely and proper manner the obligation of either party under this Agreement, including: (a) failure to comply with the work to be performed as specified in Paragraph 1 above; (b) submission of reports that are incorrect or incomplete in any material respect; (c) ineffective or improper use of funds provided under this Agreement.

Either party may terminate this Agreement at any time without cause by giving the other party sixty (60) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

18. Disposition of Property on Termination: In the event of dissolution, the MSCAA shall provide a final inventory of property and assets to Modoc County and Siskiyou County. Upon payment of all final expenses, any surplus property shall be offered and/or returned to the former owner, if the property is traceable to such person, entity, or organization, or divided on a prorated basis if tracing of ownership is not feasible or possible.

19. Covenant: This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20. Notice: Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class Mail to the MSCAA Board and the Clerk of the Board of Supervisors for Siskiyou County or Modoc County.

21. Severability: If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the provision will either be reformed to comply with applicable law or stricken if not so conformable. The validity and enforceability of the remaining provisions, or portions of them, will not be affected.

22. Waiver: No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision or any other. Any waiver granted by a party to this Agreement shall be in writing.

23. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

24. Amendment of Agreement: This Agreement may only be amended upon mutual approval by the Siskiyou and Modoc County Boards of Supervisors.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their representatives to be affixed hereto:

COUNTY OF SISKIYOU

By: 
Chair, Board of Supervisors
W.R. Overman

Date: 1/8/08

ATTEST:
COLLEEN SETZER, CLERK
Board of Supervisors

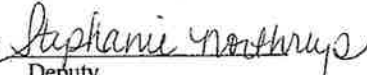
By: 
Deputy

COUNTY OF MODOC

By: 
Chair, Board of Supervisors

Date: 11/06/07

ATTEST:
CLERK, Board of Supervisors

By: 
Deputy