

INITIAL NOTICE TO THE SECRETARY OF STATE  
AS TO A JOINT POWERS AGREEMENT

Notice is hereby given to the Secretary of State pursuant to Sections 6503.5 or 6503.7 of the Government Code as to the existence of a joint powers agreement providing for the creation of an agency or entity which is separate from the parties to the agreement and is responsible for the administration of the agreements. The following information as to the agreement is set forth:

(Office Use Only)  
JOINT POWERS AGREEMENT  
FILE NO. 564  
**ENDORSED  
FILED**  
In the office of the Secretary of State  
of the State of California  
SEP 22 1981  
MARCH FONG EU, Secretary of State  
Rose Mary Machado  
Deputy  
(File Stamp)

(a) The public agencies parties to the agreement are:

(1) County of Amador

(2) County of Tuolumne

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(If more space is needed, type "continued" in (4) and attach a separate sheet to this form).

(b) The name of the agency or entity created under the agreement and responsible for the administration of the agreement is: Amador-Tuolumne Community Action Agency

Mailing Address: 204 Court Street, Jackson, CA 95642

(c) The date upon which the agreement became effective is: June 16, 1981

(d) A condensed statement as to the purpose of the agreement or the powers to be exercised is: creation of a public entity to carry out programs pursuant to the Economic Opportunity Act of 1964.

(e) Amendments, if any, state brief description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(f) The short title of the agreement, if any, is: Joint Powers Agreement  
between county of Amador and County of Tuolumne creating a Community  
Action Agency.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Rick Martin*  
(Signature)

Rick Martin, Executive Director  
(Type name and title of signer)  
Amador-Tuolumne Community Action Agency

INSTRUCTIONS:

1. Mail this form to Secretary of State, 111 Capitol Mall, Sacramento, California 95814.
2. Include a remittance payable to "Secretary of State" for filing fee of \$5.00.
3. If additional copies of this form are sent with the original, the copies will be file-stamped and returned without additional charge.
4. Do not attach a copy of the Agreement and/or Amendments of the Agreement.

Contract Name BOARD ~~OTHER~~ JOINT POWERS  
In House Division # \_\_\_\_\_  
( ) corresp. ( ) report ( ) contract  
( ) Other ORIGINAL

copy 2

JOINT EXERCISE OF POWERS AGREEMENT  
BETWEEN THE COUNTIES OF AMADOR AND  
TUOLUMNE CREATING A COMMUNITY ACTION AGENCY  
FOR THE PURPOSE OF IMPLEMENTING THE  
ECONOMIC OPPORTUNITY ACT OF 1964

- oOo -

THIS AGREEMENT, made and entered into this 16th  
day of June, 1981, by and between the Counties  
of Amador and Tuolumne, political subdivisions of the  
State of California.

W I T N E S S E T H :

WHEREAS, Government Code Section 25210 provides that  
counties may do and perform all acts necessary to enable  
counties to participate in the Economic Opportunity Act of  
1964;

WHEREAS, the Economic Opportunity Act of 1964 provides  
that two counties may join to form a community action agency;

AND WHEREAS, the parties to this agreement deem it  
necessary and proper to create a separate public entity by  
joint exercise of powers agreement;

NOW, THEREFORE, the counties of Amador and Tuolumne do  
hereby agree as follows:

I. CREATION OF THE AGENCY

There is hereby created a public entity to be known  
as the "Amador-Tuolumne Community Action Agency" (herein--

after called the "Agency"), which shall be public entity separate and apart from the counties of Amador and Tuolumne. The debts, liabilities and obligations of the Agency shall be those of the Agency and not of the parties to this agreement.

## II. PURPOSE

The Agency is created for the sole purpose of carrying out programs pursuant to the Economic Opportunity Act of 1964.

## III. TERM

This agreement shall become effective as of the date hereof and shall remain in full force and effect until the earlier of the withdrawal of the designation of the Agency as a community action agency by the Community Services Administration or the mutual agreement of the parties hereto; provided, however, that the Agency shall not exercise its powers until it is designated as a community action agency by the Community Services Administration.

## IV. POWERS

The Agency shall have the power to make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain or operate any building, works or improvements, to acquire, hold or dispose of property, to incur debts, liabilities and obligations, to sue and be sued in its own name and to any other act necessary to implement the Economic Opportunity Act of 1964.

## V. GOVERNING BOARD

A. Board. The agency shall be governed by a board of four members.

B. Membership. Two members of the board shall be appointed by the Board of Supervisors of the County of Amador from among its members and two members shall be appointed by the Board of Supervisors of the County of Tuolumne from among its members; members shall serve at the pleasure of their respective Boards of Supervisors.

C. Quorum and Vote. A majority of the members of the governing board shall constitute a quorum for the transaction of business but no action of the governing board shall be effective without the concurrence of a majority of the entire board.

D. Meetings and Publications. Regular meetings of the governing board shall be held at least quarterly. All meetings of the governing board shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). Whenever the Agency is required to publish notice, the Agency shall publish the notice in newspapers of general circulation in each of the member counties.

E. Responsibilities. Subject to the regulations of the Community Services Administration and after receiving the written recommendations of the community action board thereon, the governing board shall:

1. determine personnel, organizational, fiscal and program policies,
2. determine overall program plans and priorities,
3. approve all program proposals and budgets,
4. approve all evaluation and assessment studies, and,
5. approve all arrangements for delegating the planning, conduct and evaluation of the work program.

F. Officers and Regulations. Annually the governing board shall elect a chairman, vice-chairman and such other officers as it deems necessary from among its members. The governing board shall adopt such written rules and regulations as it deems necessary for the conduct of its business; such rules and regulations shall establish procedures allowing community agencies and representatives of the poor which feel themselves inadequately represented on the community action council to petition for adequate representation.

#### VI. COMMUNITY ACTION COUNCIL

A. Community Action Council. A community action council shall be formed, composed of 18 members with nine from each county party, appointed as follows:

1. Six elected officials, or their representatives, three appointed by Board of Supervisors of the County of Amador and three appointed by the Board of Supervisors of the County of Tuolumne; such members shall serve at the pleasure

- of their respective Boards of Supervisors,
2. Six representatives of the poor, three from each county, appointed pursuant to the regulations of the Community Services Administration, and,
  3. Six officials or members of business, industry, labor, religious, welfare, education or other major groups and interests in the community, three from each county, appointed pursuant to the regulations of the Community Services Administration.

B. Quorum and Vote. A majority of the members of the community action council shall constitute a quorum for the transaction of business but no action of the council shall be effective without the concurrence of a majority of the entire council.

C. Meetings. Regular meetings of the community action council shall be held at least once over two months. All meetings of the council shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

D. Responsibilities. Subject to the regulations of the Community Services Administration, the community action council shall:

1. participate jointly with the governing board and concur formally in the selection of the

- executive director of the Agency,
2. exercise all powers which the governing board may delegate,
  3. oversee the extent and quality of the participation of the poor in the programs of the Agency,
  4. adopt rules and regulations for the conduct of the business of the council, and,
  5. select the officers and the executive committee, if any, of the council.

#### VII. TREASURER AND AUDITOR

The Treasurer and the Auditor of the County of Amador shall be the treasurer and auditor, respectively, of the Agency. The Agency shall be strictly accountable for all funds. The auditor shall perform the audit required by Government Code Section 6505.

#### VIII. INSURANCE-BONDS

The Agency shall at all times maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the Agency, its officers, employees, servants and agents and the parties to this agreement. The Agency shall cause such of its officers and employees to be bonded as may be required.

#### IX. CLAIMS

All claims against the Agency, including but not limited to, claims by public entities or public officers



and employees for fees, salaries, wages, mileage or other expenses shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures adopted by the Agency pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code.

#### X. CONTRIBUTIONS

Each of the parties to this agreement may, but shall not be required to, contribute money, office space, furnishings, equipment, supplies or services as the respective Boards of Supervisors thereof may deem appropriate; provided however, that each party shall contribute the match required by any federal grant it might receive in proportion that its population bears to the total population of the Agency, using the latest population estimates of the State Department of Finance to determine population.

#### XI. DISPOSITION OF ASSETS ON TERMINATION

On termination of this agreement all funds on hand shall be returned to the respective parties to this agreement as nearly as possible in the proportion to the contribution the party made to the funds then on hand. Any equipment, furniture or furnishings which can be identified as having been contributed by any party to this agreement shall be transferred to and become the property of the party contributing

such equipment, furniture or furnishings. Any other property of the Agency shall be converted to cash and distributed among the parties to this agreement, each party to receive the proportion that the amount of money contributed to the Agency by such party bears to the total amount of money contributed to the Agency by all parties to this agreement.

IN WITNESS WHEREOF the parties to this agreement have set their hands the day and year first hereinabove written.

COUNTY OF AMADOR

by Frederick C. Joyce  
Frederick C. Joyce, Chairman,  
Board of Supervisors, County of  
Amador, State of California

ATTEST: SHELDON D. JOHNSON,  
County Clerk and ex-officio  
Clerk of the Board of Supervisors

by Catherine W. Montgomery (SEAL)  
Deputy

COUNTY OF TUOLUMNE

by Mildred Filiberti  
MILDRED FILIBERTI, Chairman,  
Board of Supervisors, County of  
Tuolumne, State of California

ATTEST: ROBERT W. ANDRE',  
County Clerk and ex-officio  
Clerk of the Board of Supervisors

by Kathy Stewart (SEAL)  
Deputy

BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

ADOPTION OF JOINT POWERS AGREEMENT     )  
BETWEEN COUNTY OF AMADOR AND COUNTY     )     RESOLUTION NO. 5983  
OF TUOLUMNE                                     )

BE IT RESOLVED by the Board of Supervisors of the  
County of Amador that it does hereby approve a Joint Powers  
Agreement between the Counties of Amador and Tuolumne; and

BE IT FURTHER RESOLVED that in approving the Joint  
Powers Agreement that it creates a Joint Powers Governing Board  
to be the Amador/Tuolumne Community Action Agency; and

BE IT FURTHER RESOLVED that the Chairman of the Board  
of Supervisors be authorized to sign said Joint Powers Agreement.

The foregoing Resolution was duly passed and adopted  
by the Board of Supervisors of the County of Amador at a regular  
meeting thereof, held on the 16th day of June, 1981, by the  
following vote:

AYES:       Supervisors Myron Questo, Willard Summers,  
              John Begovich, Jon Colburn, Fred Joyce

NOES:       None

ABSENT:     None

*Frederick C. Joyce*  
Chairman, Board of Supervisors

ATTEST:

SEELDON D. JOHNSON, County Clerk and  
Ex-Officio Clerk of the Board of  
Supervisors, Amador County, California

By *Catherine Montgomery*  
Deputy

THE PLATONIC COPY OF THIS  
A CORRECT COPY OF THE ORIGINAL  
ON FILE IN THIS OFFICE.

ATTEST: JUN 17 1981

Sheldon D. Johnson, County Clerk and Ex-Officio  
Clerk of the Board of Supervisors of the State of  
California in and for the County of Amador.  
By *Sheldon D. Johnson* Deputy