

**JOINT POWERS AGREEMENT  
CREATING THE  
LAKE COUNTY COMMUNITY RISK REDUCTION AUTHORITY**

This JOINT POWERS AGREEMENT CREATING THE LAKE COUNTY COMMUNITY RISK REDUCTION AUTHORITY (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Lake, the Lakeport Fire Protection District, the Northshore Fire Protection District , and the South Lake Fire Protection District (each fire district that is a signatory to this Agreement shall collectively be one party to this Agreement entitled to one membership vote, and shall hereinafter be referred to as the "Fire Districts",) and the Lake County Watershed Protection District, hereinafter "Parties" or "Members" (collectively) or "Party" or "Member" (individually).

**RECITALS**

WHEREAS, each of the Parties to the Agreement is a public agency as defined in California Government Code section 6500; and

WHEREAS, each of the Parties is either directly or indirectly authorized to implement measures that would reduce the risk of uncontrolled fires and other related impacts and property damage resulting from hazardous vegetation, earthquakes, and environmental causes, protect populated areas, and effectively utilize the authority of local government, special districts, state agencies, federal agencies, and the public to reduce these risks to the public, real property, and local governmental infrastructure; and

WHEREAS, the Parties desire to create the Lake County Community Risk Reduction Authority ("Authority") on behalf of its Party agencies;

WHEREAS, the Parties desire to create a new public entity to administer the provisions of this Agreement, the purpose of which is to enhance home and property protection for Lake County residents and to support the continued development of local resiliency through improved resources, tools and information to assist public and private entities in understanding and acting upon their respective roles in reducing and managing risks associated with fires occurring as a result of hazardous vegetation, earthquakes, and various environmental causes.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the Parties hereto as follows:

1. Creation of Authority.

(a) The Lake County Risk Reduction Authority is hereby created as a joint powers agency pursuant to the provisions of the Government Code of the State of California relating to the joint exercise of powers common to public agencies.

(Gov. Code § 6500, et seq.). The Authority is a public entity separate from its Parties. Pursuant to Government Code section 6509.

(b) Upon the Effective Date of this Agreement, a Notice of Joint Powers Agreement shall be filed with the California Secretary of State in accordance with Government Code section 6503.5. The Authority shall comply with all other formation requirements provided under California law.

2. Purpose.

(a) This Agreement provides for the creation of a public entity separate and apart from the Parties to this Agreement, the purpose of which is to support the entire Lake County community through the effective use of the authority of local governments, and to implement programs offering low- or no- cost risk reduction resources to the public, the development of funding to implement and maintain such programs, and to provide informational and educational resources to the public so that they are better able to assess and manage these risks.

(b) The Authority's functions shall include but not be limited to:

- (i) Development of low- or no-cost resources to reduce the risks of fire from hazardous vegetation, earthquakes, and environmental causes;
- (ii) Development of community infrastructure improvements;
- (iii) Development of property inspection programs and scoring and assessment tools to prioritize the level of individual and community risk;
- (iv) Development and management of funding sources necessary to the Authority's risk reduction programs;
- (v) Development of educational and training tools to assist Authority members, the public and non-member governmental agencies in discovering, assessing and reducing the risks associated with fire and other disasters and mitigating the potential impacts.

(vi) Development of community programs to improve the resilience of our local forested areas;

(vii) Enforcement of County, State, and Federal laws.

### 3. Powers of Authority

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish the purpose as set forth herein including, but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To prepare reports and other documents for the purpose of applying for and accepting grants, advances, and contributions;
- (c) To employ or contract for services through an adopted procurement policy directly or indirectly related to its purposes;
- (d) To receive contributions and donations of property, funds, services, and other forms of assistance from any source, including Party agencies;
- (e) To sue and be sued in its own name; and
- (f) To incur debts, liabilities, or obligations, subject to limitations herein set forth.
- (g) To collect all fines, fees, penalties, and other monies the Authority is legally authorized to collect.
- (h) To devise, develop, organize, and effectuate Action Plans designed to improve the resiliency of the County of Lake in the face of disaster. Said Action Plans shall take a form consistent with the purposes of the Authority enumerated

in Section 2 herein as exemplified in Exhibit “A”, attached hereto and incorporated herein by reference.

4. Use of Public Funds and Property and Member Reimbursement.

(a) Use of Funds and Property. The Authority shall be empowered to use for its purposes, public funds, property and other resources received from the Parties and from other sources. Where applicable, the Authority’s Board of Directors may permit one or more of the Members to provide in-kind services, including the use of property.

(b) Reimbursement of Costs/Expenses. Reimbursement of costs and/or expenses of Member agencies and participating non-member agencies shall be according to the procedure described in Exhibit “B”, attached hereto and incorporated herein by reference.

(c) Official Bond. Pursuant to Government Code section 6505.1, the Authority's Administering Entity, as defined in Section 9(e) *infra*, shall be the person designated to have charge of, handle, and have access to any property of the Authority and is required to file an official bond in an amount to be fixed by the Members.

5. Term, Termination, Addition or Withdrawal of Parties, Disposition of Assets.

(a) The Authority shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by the governing body of each of the Parties then a party to this Agreement or at any point in time at which there

ceases to be at least two parties to this Agreement. At such point in time this Agreement shall be automatically terminated. However, the Authority and this Agreement shall continue to exist for the purpose of disposing of liabilities, distributing funds, property and/or other assets (such funds, property and/or other assets, collectively, the "Authority Assets"), and all other functions necessary to conclude the business of the Authority.

(b) Any public agency as defined in California Government Code section 6500 that is directly or indirectly authorized to engage in risk reduction of the type described herein may seek to become a party to this Agreement upon authorization by its governing body, amendment to this Agreement in accordance with Section 18 below, and execution of this Agreement by the public agency.

(c) Any Party may remove itself at any time from the Authority with no less than thirty (30) days' written notice to the Board of Directors. The withdrawal of a Party shall not in any way discharge, impair, or modify the voluntarily assumed obligations of the withdrawn Party in existence as of the effective date of its withdrawal. A withdrawn Party shall not be entitled to the return of any Authority Assets until the effective date of the termination of this Agreement.

(d) Upon termination of this Agreement, after the payment and fulfillment of all obligations of the Authority, any Authority Assets remaining shall be distributed to the Parties in proportion to the contribution made by the Parties toward the funding of the Authority. The Authority shall cease to exist when the Authority

Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Joint Exercise of Powers Act (Gov. Code §6500 et seq.).

6. Governance.

(a) The Authority shall be governed by a Board of Directors, which shall consist of one director appointed by the governing body of each Member. A Member may change its director from time-to-time by notifying the other Members in writing.

(b) An alternate may be designated by a director to act in place of that director during his or her absence. Such designation shall be in writing by the designating director and shall be delivered to the Administering Agency, as defined in Section 9(e) *infra*.

(c) Within One Month after the Effective Date, the Board shall consider and adopt Bylaws for the Authority in substantively the form shown in Exhibit "C", attached hereto and incorporated herein by reference.

7. Meetings.

The Board shall fix the hour, date, and place for its regular meetings in its By-Laws.

8. Application of Laws to Authority Functions.

The Authority shall comply with all applicable laws in the conduct of its affairs, including but not limited to the Joint Exercise of Powers Act (Gov. Code §6500 et

seq.); Ralph M. Brown Act (Gov. Code § 54950, et seq.), and conflict of interest laws/regulations (such as Gov. Code § 1090, et seq. the requirements of the California Political Reform Act, Gov. Code § 87100, et seq., and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations § 18700, et seq.), as amended.

9. Administration and Officers.

(a) The officers of the Authority are the Chair, Vice-Chair, Secretary, and a Treasurer.

(b) The Board shall, at its first meeting elect a Chair and Vice-Chair from among the Directors. The Vice-Chair shall assume the responsibilities of the Chair in the absence of both the Chair and the Chair's alternate.

(c) The Secretary will (1) keep or cause to be kept, at the principal office of the Administering Agency, as defined in Section 9(e) *infra*, or such other place as the Board may direct, a book of summary minutes of all meetings and actions of Directors and committees of the Authority, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings; and (2) give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws to be given. The Secretary has such other powers and may perform such other duties as may be prescribed by the Board of Directors.



(d) The Board of Directors shall designate a qualified person to act as the Treasurer of the Authority. The person holding the position of Treasurer of the Authority shall have charge of the depositing and custody of all funds held by the Authority. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Government Code section 6505.5, and that may be prescribed by the Board or the Bylaws. In the event that the person designated by the Board is not a Director, the person serving as Treasurer may be reasonably compensated for performing such work. In the event that the person designated by the Board to perform such services is an employee of a Party, the governing body of that Party shall determine the reasonable charges to be made against the Authority for the services of Treasurer.

(e) Administering Entity. The Board shall appoint an Administering Entity for the Authority that will start serving on the Effective Date of this Agreement. The Administering Entity shall be responsible for the general supervision and control of the activities of the Authority, subject to oversight by the Authority's Board. The Administering Entity shall have such other powers and duties as may be prescribed by the Board or the Bylaws. The Board may terminate the Administering Entity or the individual appointed to handle the Authority's day-to-day affairs without cause with thirty (30) days' written notice. The Board may immediately relieve the Administering Entity or the individual appointed to handle

the Authority's day-to-day affairs, if, in the reasonable judgment of the Board, there is cause to do so.

(f) CAL FIRE Advisor. The Authority may create an advisory position through the participation of a CalFire representative who shall, if requested by the Authority and approved by CalFire, participate as a non-voting member and shall advise the Authority as to relevant State Fire Laws and the existence of grants and other programs that may be of assistance of the goals of the Authority.

10. Operative Year.

For the purposes of this Agreement, the term "Operative Year" shall mean the 12-month period as established from time to time by the Authority, being, at the date of this Agreement, the period from January 1 to and including the following December 31, except for the first Operative Year, which shall be the period from the date of this Agreement to December 30, 2018.

11. Privileges and Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits that may apply to the activities of officers, agents or employees of public agencies when performing their respective functions within their respective territorial limits, shall apply to them to the same degree and extent while engaged as Parties of the Authority or otherwise as an officer, agent, Director, or other

representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

12. Liability.

(a) The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone, and not any of the Parties of this Agreement.

(b) The Authority, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind to any person arising from or related to activities of the Authority.

(c) The Authority shall hold harmless and indemnify Parties, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the Authority in pursuit of this Agreement, and in so doing, shall provide Parties, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

(d) Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Party, and any officers, agents, and employees for their actions taken within the scope of their duties while acting on behalf of the Authority.

13. Acknowledgement by Parties, Limitation on Authority.

To the extent that the Authority provides input to any public agency in any rulemaking or permitting proceeding, that input will be limited exclusively to providing technical information, and shall not include any advice or recommendations of a policy or legal nature.

14. Entire Agreement.

It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items and exhibits referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

15. Severability.

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. Amendment.

This Agreement may be modified at any time by written amendment executed by all of the Parties. Any amendment shall become effective upon the execution of the amendment by each Party, unless specified otherwise.

17. Effective Date.

The effective date ("Effective Date") of this Agreement shall be the first day of the first month following the execution of this Agreement by the parties thereto.

18. Counterparts.

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

19. Consent; Choice of Law; Venue.

Wherever in this agreement any consent or 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. Venue for litigation by and among any of the Parties related to this Agreement shall be in the Superior Court of the County of Lake.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates hereafter set forth.

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Chair, Board of Supervisors

County of Lake

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Chair, Board of Directors

Lake County Watershed Protection District

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JPA Creating the LC Community Risk Reduction Authority

ATTEST: CAROL J. HUCHINGSON  
Clerk of the Board

APPROVED AS TO FORM:  
ANITA L. GRANT  
County Counsel

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Doug Hutchison, Fire Chief  
For the Lakeport Fire District

\_\_\_\_\_  
Mike Ciano, Fire Chief  
For the Northshore Fire District

\_\_\_\_\_  
Mike Wink, Fire Chief  
For the South Lake Fire District

EXHIBIT "A"

## FORMULATION OF ACTION PLANS

### 1. Development of Risk Reduction Assessment/Scoring Tool

The purpose of such an assessment tool is to provide residents of the County with a measurement of the risk incurred in relation to the condition and maintenance of their respective real properties as well as to the risk they pose to other, neighboring properties.

Properties may be inspected by professionals in the fields of fire safety, code enforcement, environmental health, building safety, etc. Said professionals shall conduct those inspections using an assessment tool, or scoring tool, designed to measure the condition of real property, the areas of potential risk, and to then provide recommendations as to improvements and/or enhancements to reduce the present level of risk. This tool will essentially score fire risk for homeowners regarding defensible space, home hardening needs against ember cast and radiant heat, and outside conditions that increase their risk. The tool will also provide methods of reducing the risk which may offer some additional assurances to fire insurers.

Homeowners are informed of the specific risks of wildfire to their homes through a scoresheet specifically calculated and provided by trained professionals. Homeowners will be provided with a list of resources to correct/improve their space as well as information for financial assistance for qualified homeowners.

### 2. Development of Code Enforcement and Fire Safety Standards for Community and Neighborhood Protection

The purpose of these standards shall be both educational and regulatory. The standards so established shall inform and educate communities and neighborhoods as to potential risk factors to facilitate self-help. These standards shall also be used in a regulatory fashion to ensure that there is an effective code enforcement and/or fire safety response should isolated properties pose a risk to communities and neighborhoods.

Homeowners will be educated on the specific risks of wildfire to their homes



through the scoresheet approach described above. The professional inspectors will pass through the neighborhoods and communities and develop scores based on risks from regional vegetation/forests, more local vegetation, vegetation and adjacent buildings and other structures that compose a threat, the defensible space and ignitable clutter leading to the house and the ember and radiant heat threats to the buildings.

Once informed of the risks posed to other neighboring properties and the methods of correction, those who fail to self-correct may be subject to enforcement action to ensure the safety of the neighborhood and community as a whole.

### 3. Development of Education Programs

The purpose of these programs is to create a structured educational tool for use by Member agencies in providing information to schools, community groups, and stakeholder agencies to increase awareness of the critical nature of risk reduction efforts in Lake County.

These programs shall also present scoring results for County communities and populated areas, which information will serve as the focus of community events, town hall meetings, and publicity campaigns designed to enhance public awareness and participation in the risk reduction as a community.

EXHIBIT "B"

ARRANGEMENT FOR THE DISTRIBUTION OF REIMBURSEMENT  
TO MEMBER AND OTHER AGENCIES CONSEQUENT  
TO ACTIONS OF THE AUTHORITY

At all times, any reimbursements to be paid to Member and other agencies shall be conditioned upon the requirement that any action generating such reimbursement and any participation by a non-member agency has been pre-approved by the Board of Directors.

At the conclusion of any such approved action, each Member agency and other agency invited by the Authority Board of Directors to participate, each such agency shall submit to the Administering Entity of the Authority a detailed statement of the reimbursement sought. Such reimbursement shall be reviewed and, if appropriate, recommended for approval by the Administering Entity. Final approval shall be made by the Board of Directors, with direction to the Authority Treasurer to remit payment.

In the event there is insufficient money to pay the total reimbursement sought, the invited agencies shall be paid first and the remaining Member agencies seeking reimbursement shall be paid thereafter. If, after reimbursement is made to any non-member agencies, the remaining monies are insufficient to pay 100% of amounts requested by the Member agencies, each Member agency seeking reimbursement shall be paid in a pro-rata share as follows: The Member taking the lead in any such action shall be entitled to an amount no greater than 50% of the remaining monies. All other Member agencies seeking reimbursement shall share equally in the remainder.

EXHIBIT "C"

**BYLAWS  
FOR THE REGULATION OF THE LAKE COUNTY  
COMMUNITY RISK REDUCTION AUTHORITY**

**ARTICLE I – OFFICES**

Section 1. Principal Executive Office.

The principal executive office for the transaction of the business of the Authority is hereby fixed and located at \_\_\_\_\_. The Administering Entity of the Authority shall have the authority to change the location of the principal executive office from time to time. Any such change shall be by amendment to this section to state the new location.

Section 2. Other Offices.

Other business offices may at any time be established by the Administering Entity at any place or places where the Authority is qualified to do business.

**ARTICLE II - BOARD OF DIRECTORS**

Section 1. Composition and Selection.

The Board of Directors shall be composed of one Director from each Member of the Authority, who shall be either a member of the legislative body of that Member or a designee appointed to serve by that body.

Each legislative body shall also appoint at least one alternate, who shall be an officer, employee, or designee of that Member. The alternate may attend meetings and vote in the absence of the Director. "Absence," as the term is used in this section, includes "vacancy" as defined in Section 2 of this Article II. "Director" as the term is used in these Bylaws includes an "alternate" serving in the absence of the Director.

If a Member's membership in the Authority is terminated for whatever reason and by whatever method, that Member shall no longer have a representative on the Board of Directors, Administering Entity, or any Committee of the Authority.

Section 2. Vacancies.

A vacancy or vacancies on the Board of Directors shall be deemed to exist in case of death, resignation, expiration of term, removal by the Member that made the appointment, or when the Director ceases to be a member of the legislative body of the appointing Member. Vacancies in the positions of Director or alternate or alternates shall be filled in the manner provided for regular appointment of such persons in the Agreement creating the Authority and the Bylaws.

Section 3. Regular Meetings of the Board of Directors.

(a) Time Held and Business to be Transacted.

The meetings of the Board of Directors shall be held on \_\_\_\_\_ at \_\_\_\_\_, or at such other time as may be designated by the Administering Entity. At the first meeting of this Board, the President and Vice President of the Authority shall be elected as provided in Article III, reports of the affairs of the Authority shall be considered, and any other business may be transacted that is within the powers of the Board of Directors.

(b) Notice.

Written notice of each meeting shall be given by the Board Secretary to each Member of the Authority by mail, email, or other means of written communication, in the manner provided by the Ralph M. Brown Act, California Government Code Section 54950, et seq. Such notice shall specify:

- (1) the place, the date, and the hour of such meeting;
- (2) those matters that are intended to be presented for action or review by the Board of Directors;
- (3) if officers and members of the Administering Entity are to be elected, the names of nominees intended at the time of the notice to be presented for election;
- (4) the general nature of any proposal to be presented for action with respect to approval of (i) a new Member, (ii) a contract or other transaction of the Authority, (iii) amendment of the Agreement creating the Authority, (iv) voluntary termination of the Agreement creating the Authority, or (v) a distribution of program assets; and
- (5) such other matters, if any, as may be expressly required by statute or by the Agreement creating the Authority.

Section 4. Special Meetings.

Special meetings of the Board of Directors, for the purpose of taking any action permitted by statute and the Agreement creating the Authority, may be called at any time by the President, or by the Vice President in the absence or disability of the President, or by the Administering Entity of the Authority or by not less than a majority of the Members. Upon request in writing that a special meeting of the Board of Directors be called for any proper purpose, notice of any special meeting shall be given in compliance with the Ralph M. Brown Act, California Government Code Section 54950, et seq. Such notice shall specify the place, date and hour of such meeting, and, if applicable, the names of nominees for officers or members of the Administering Entity intended at the time of the notice to be presented for election and the nature of the business to be transacted. No business other than that specified in the notice of the special meeting may be transacted at that meeting.

Section 5. Place of Meetings.

All meetings of the Board of Directors shall be held at a place within the State of California designated by the Administering Entity.

Section 6. Quorum.

At any meeting, the presence in person or by approved teleconference by the Director or alternate of a majority of the Members shall constitute a quorum for the transaction of business.

## Section 7. Adjourned Meetings.

### (a) Adjournment.

Any meeting of the Board of Directors may be adjourned from time to time by the vote of a majority of the Directors present.

### (b) Notice.

When any meeting of the Board of Directors is adjourned for forty-five (45) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as specifically provided herein, or by the Ralph M. Brown Act, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted thereat, other than by announcement of the time and place thereof at the meeting at which such adjournment is taken.

## Section 8. Voting.

### (a) Voting at a Meeting

Members that are Members on the day of the meeting of the Board of Directors shall be entitled to vote at such meeting. Such vote may be by voice vote. However, upon demand made by a Director at any election and before the voting begins, all elections for officers must be by ballot. If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting shall be the act of the Board, unless the vote of a greater number is required by the Agreement creating the Authority or by statute.

Every Member shall have one vote to be exercised by its Director. If one person has been duly appointed by more than one Member as the Director representing those Members, said person shall have the right to cast votes equal to the number of Members for which he or she has been appointed as Director.

Ballots shall have imprinted on them, the name of the Member on whose behalf a ballot is cast. Ballots shall be open to inspection and public disclosure. A Director has the right to change his or her vote up to the time the vote is finally announced and thereafter only with permission of the Board of Directors prior to adjournment. No Director may change his or her vote, nor may anyone challenge the vote of any Director after the results have been announced, except by the consent of the Board of Directors, and then only prior to adjournment of the meeting at which the vote was cast.

## **ARTICLE III - OFFICERS OF THE AUTHORITY**

### Section 1. Officers.

The officers of the Authority shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer.

### Section 2. Election and Term of Office.

The President and Vice President of the Authority shall be elected by the Board of Directors as

described hereinabove, and each shall hold office for a term of two years or until he or she resigns or is removed or otherwise disqualified to serve, and until his or her successor is elected.

### Section 3. Vacancies.

A vacancy in any office because of death, resignation, removal, disqualification, expiration of term, or any other cause shall be filled in the manner prescribed in the Agreement creating the Authority and the Bylaws for regular appointments to such office.

### Section 4. Removal and Resignation.

#### (a) Removal.

Any officer may be removed, without cause, by the Board of Directors, at any regular or special meeting thereof.

#### (b) Resignation.

Any officer may resign at any time by giving written notice to the Administering Entity or to the Chair of the Authority. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### Section 5. Chair.

The Chair shall preside at all meetings of the Board of Directors. He or she shall have the powers and duties as may be prescribed by the Board of Directors, the Agreement creating the Authority, or the Bylaws.

### Section 6. Vice-Chair.

In the absence or disability of the Chair, the Vice-Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chair. The Vice-Chair shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors or the Bylaws.

### Section 7. Secretary.

The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office or such other place as the Administering Entity may order, a permanent record of minutes of actions taken at all meetings of the Board of Directors, whether regular or special, (and, if special, how authorized), the notice thereof given, the names of those present at the meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office of the Authority a list of all designated Directors and alternates of each Member.



The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by law to be given, and shall have such other powers and perform such other duties as may be prescribed by the Administering Entity, the Agreement creating the Authority, or by the Bylaws.

#### Section 8. Treasurer.

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Authority, including accounts of its assets, liabilities, receipts, and disbursements, and shall have such other duties as are provided for in the Agreement creating the Authority.

### **ARTICLE IV - ADMINISTERING ENTITY**

#### Section 1. Appointment by the Board of Directors.

At the January meeting of the Board each year, the Board shall appoint one of its members to serve as the Administering Entity to serve for a one-year term.

#### Section 2. Functions of the Administering Entity.

The Administering Entity shall be responsible for the daily operations of the Authority. The Administering Entity shall assist in the preparation of agenda items and shall prepare each meeting agenda for distribution by the Authority Secretary. The Administering Entity shall be responsible for oversight of the Treasurer and the receipt and expenditure of grant and other monies. The Administering Entity shall engage in those functions prescribed by the Board, including but not limited to, the scheduling of educational events, the preparation of necessary documentation related to Authority Action Plans, the issuance of press releases, the preparation of grant and other funding requests, and the scheduling of various outreach efforts.

#### Section 3. Removal of the Administering Entity.

The Board of Directors may, by majority vote, terminate a member's function as the Administering Entity and may then, by majority vote, appoint another member to act in said position. Such a termination without cause shall require thirty (30) days written notice to the member then acting as the Administering Entity. Such a termination with cause may be immediate; however, the member subject to that termination shall be entitled to a public hearing before the Board to occur within a reasonable time thereafter.

### **ARTICLE V – SUBCOMMITTEES**

#### Section 1. Purpose and Composition.

Whenever a majority of the Board determine it would benefit the interests of the Authority to do so, the Board may create a subcommittee comprised of members' staff and no more than two (2) members of the Board to create and/or review particular Action Plans, to develop funding sources, to consider new and/or expanded opportunities for the Authority, to review funding, accounting, and budgetary matters,

and/or to assist the Administering Entity in its assigned functions. Such a subcommittee shall be ad hoc: created only for a particular purpose clearly expressed at the time of its creation and shall cease to exist when said purpose is fulfilled.

## Section 2. Reporting

At the conclusion of its efforts, any subcommittee so created shall make a full and complete report to the Board of Directors at an open meeting of that body.

## **ARTICLE VI - MISCELLANEOUS**

### Section 1. Annual Report.

The Administering Entity of the Authority shall cause an annual report to be sent to the Members not later than 90 days after the close of each fiscal year. Such report shall contain a statement of net position as of the end of such fiscal year and a statement of revenues, expenses, and changes in net position for such fiscal year.

### Section 2. Agents of the Authority.

- (a) For the purpose of this Article, "agent" means any person who is or was an officer, employee or other agent of the Authority.
- (b) The Authority shall provide for the defense of any civil action or proceeding brought against any such agent of the Authority in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Authority, and to the extent of such defense as is provided for in California Government Code Section 995 et seq.

### Section 3. Inspection of Authority Records.

The accounting, books and records, the list of Members' designated Directors and alternates, and minutes of proceedings of the Board of Directors and the Administering Entity and all other committees of the Authority shall be open to the inspection of any Member at any reasonable time. Such inspection by a Member may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

### Section 4. Rules of Procedure for Meetings.

All meetings of the Board of Directors shall be conducted in accordance with Rosenberg's Rules of Order, except where such are in conflict with California law, the Agreement creating the Authority, or the Bylaws, whereupon the latter three shall govern over said Rules of Order.

## **ARTICLE VII - AMENDMENTS TO BYLAWS**

### Section 1. Power of Board of Directors.

New Bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote of a majority of the quorum at a meeting of the Board of Directors.