

2011 REVISED JOINT EXERCISE OF POWERS AGREEMENT

FOR THE

NORTH CENTRAL COUNTIES CONSORTIUM

This AGREEMENT is entered into pursuant to Title I, Division 7, Chapter 5 of the Government Code of the State of California, by and between the counties of Colusa, Glenn, Sutter and Yuba, hereinafter known collectively as “the parties.”

1. Creation of the North Central Counties Consortium

On September 27, 1983, the counties of Colusa, Glenn, Lake, Sutter, and Yuba jointly created, pursuant to the Joint Exercise of Powers Act, an entity separate and apart from the member counties, known as the “North Central Rural Training & Employment Consortium.” On July 7, 1989, that agreement was revised and the entity became known as the North Central Counties Consortium (the “Consortium”). On July 1, 2010, Lake County withdrew from the Governing Board of the Consortium reducing the number of represented counties to four. Effective July 1, 2011, the Consortium consists of four member counties. The four remaining counties continue their obligation to develop and operate a workforce development system for the North Central Counties Consortium workforce investment area.

2. Reauthorization of the Consortium

The parties hereby authorize the continuation of the Consortium. The Consortium is authorized to perform all powers and functions set out in this agreement, including, but not limited to, all powers relating to workforce development granted to local governments under:

- The Workforce Investment Act of 1998 (WIA) (29 U.S.C. §2801)

The Consortium is further authorized to perform all powers and functions granted to local governments under any related or successor workforce development legislation adopted by the federal government or the State of California.

3. Members

- a) The Consortium shall be governed by a board of directors, hereinafter known as the “Governing Board” composed of four members selected as follows:
 - 1) One member of the Board of Supervisors of Colusa County,
 - 2) One member of the Board of Supervisors of Glenn County,
 - 3) One member of the Board of Supervisors of Sutter County, and
 - 4) One member of the Board of Supervisors of Yuba County.

- b) The Board of Supervisors of each of the four represented counties listed above shall appoint one of its Supervisors to the Governing Board as well as one alternate Supervisor for each respective appointee. Each of the members and alternates shall serve at the pleasure of and in the manner determined by the appointing body. The term of Governing Board members and alternates may be terminated at any time by the appointing body. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Governing Board whenever the regular member, for whom they have been designated to act as an alternate, is absent from the meeting.
- c) A majority of the members of the Governing Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn any meeting. No action may be taken by the Governing Board except upon the affirmative vote of not less than three members of the Governing Board. Votes shall be cast only in person and not by proxy.
- d) If, pursuant to Section Thirteen of this agreement, a member county should withdraw from the Consortium, that member county's Governing Board representative and alternate shall lose their right to vote and to further participate in the Consortium pursuant to the terms and conditions outlined in Section Thirteen.
- e) As the board of directors for the Consortium, the Governing Board shall have the sole authority to modify the terms of this Agreement. No modification of this Agreement may occur without the unanimous affirmative vote of all Governing Board representatives.

4. Powers and Purposes

The purpose of this agreement is to create a separate public entity which will exercise its powers to develop and operate a four county workforce development system. The Consortium shall exercise the powers set forth in Section Two, above, and shall have the power to perform all acts necessary or convenient for such purposes that are authorized by law. Such powers shall include, but are not limited to, the following:

- a) The Consortium will act as grant recipient, fiscal agent and administrative entity for the above-mentioned four (4) county workforce investment area. The Consortium may negotiate with, apply for, contract for and receive monies from federal, state, county, city, and special district governments and other public and private entities and agencies to carry out its purpose, and shall disburse and account for funds so received;
- b) All funds granted to the Consortium by formula are to be allocated in turn to each member county using an identical fund allocation formula;

- c) Discretionary and special purpose funds received by the Consortium, shall be allocated as equitably as practicable, based upon the applicable terms of the funding application, fund source requirements, Consortium policy, or vote of the Governing Board;
- d) The Consortium will maintain financial and statistical records to satisfy federal, state, and other laws and regulations and to provide necessary information for effective administration;
- e) The Consortium will adopt, promulgate and enforce such bylaws, rules, and regulations as the Governing Board deems necessary;
- f) The Consortium will establish an annual budget;
- g) The Consortium may incur debts, liabilities and obligations;
- h) The Consortium can sue or be sued in its own name;
- i) All powers of the Consortium shall be exercised subject to:
 - 1) Restrictions which are imposed upon counties in their exercise of similar powers as provided in the Government Code; and
 - 2) Restrictions set forth in grants or other agreements the Consortium may enter into.

5. Workforce Investment Board

- a) The Governing Board has appointed a Workforce Investment Board (WIB) pursuant to federal and State of California requirements specific to the WIA. To the extent practicable, each county shall have an equal number of representatives on the WIB. To the extent practicable, these representatives will be balanced between private and public sector. If compliance with state or federal law should render an equal number of WIB representatives impractical, representatives shall be added in a manner that will provide as close to equal representation for each county as reasonably possible.
- b) The Governing Board shall, in consultation with the WIB, hire the Consortium Executive Director who shall staff both the Governing Board and the WIB. The Executive Director will in turn hire and supervise other Consortium employees.
- c) The Governing Board and the WIB shall enter into a written agreement setting forth their respective roles and responsibilities. The Governing Board/WIB agreement shall be consistent with and shall incorporate this 2011 Revised Joint Exercise of Powers Agreement by reference.

6. Office and Fiscal Year

The principal office for transacting the business of the Consortium shall be established by resolution of the Governing Board. The Consortium shall operate on a fiscal year beginning July 1 and ending June 30.

7. Meetings and Chief Elected Official

- a) The Governing Board shall meet jointly with the WIB at least twice annually, and may, by resolution, provide for additional regular meetings either jointly or separately from the WIB. The date, hour and place of such regular meetings shall be fixed by resolution of the Governing Board. Special meetings of the Governing Board, if desired, shall be called in accordance with the provisions of Government Code section 54956. All meetings of both the Consortium and the WIB shall be called, held, noticed and conducted subject to the provisions of the Ralph M. Brown Act (Gov. Code §54950 et seq.).
- b) The Governing Board shall annually elect a Chair and Vice Chair. The Chair shall serve as the local chief elected official as required by the WIA and other federal and state workforce development initiatives.

8. Contractor and One Stop Operator Selection

- a) The Governing Board and WIB shall jointly select One Stop operators and other contractors. The Governing Board and WIB may delegate the contract approval function to the Consortium Executive Director for contracts below a threshold amount, or for contracts for goods and services or other specified items. Such delegation, if adopted, shall be by a joint resolution separately adopted by the Governing Board and WIB.
- b) The Governing Board member representing a given county shall have the right to require a new selection process for the One Stop operator, also known as the lead agency, for that county. The Consortium shall manage the selection process in accordance with state and federal procurement rules, and shall include specifications provided by the Governing Board member. The Governing Board member in conjunction with the WIB shall oversee the One Stop operator rating and selection process and report the recommendation to the Governing Board and the WIB for final decision.
- c) The process to select the One Stop operator shall not occur more than once in a given 12 month period, absent the consent of the Governing Board and WIB.

9. Miscellaneous Powers and Depository

- a) In order to achieve the purposes of this agreement, the Consortium may make and enter into contracts, including contracts with public and private organizations and

individuals, employ agents and employees, acquire, construct, manage, maintain and operate any building, works or improvements and acquire, hold or dispose of both real and personal property.

- b) The Consortium shall, pursuant to California Government Code section 6505.6, designate a funds depository. The depository shall:
 - 1) receive and properly document the deposit of all Consortium funds into accounts established by the Consortium;
 - 2) be responsible for the safekeeping and disbursement of all Consortium funds held by the depository.
 - 3) pay valid Consortium obligations from Consortium funds, using warrants or checks authorized by the Governing Board; and
 - 4) to the extent allowable by law, credit interest earned on such funds to the Consortium's account.

10. Rules for Conducting Business

The Governing Board of the Consortium shall adopt rules for conducting the Consortium's business. Such rules shall provide for an annual independent audit, for the compensation and privileges of Consortium employees, and for an annual report on the activities of the Consortium to be made to the Governing Board, which shall include itemization of all Consortium revenues and expenditures, review of the annual audit report, and a report on accomplishments.

11. Debts, Liabilities and Obligations

- a) The Consortium is an entity separate and apart from the member counties, and, to the maximum extent allowed by law, the debts, liabilities, and obligations incurred by the Consortium shall not pass through to and shall not become the obligations of the parties.
- b) The Consortium agrees to hold each of the parties to this agreement harmless from any claims of liability or damage arising from the actions or omissions of the Consortium.
- c) If the Consortium incurs liability as the result of the actions of the One Stop operator chosen through the special selection process described in Section Eight, the county requesting the special selection process assumes all liability of funds incurred by the One Stop operator so selected for the year immediately following the operator's selection.

- d) If the Consortium incurs liability over and above the sum total of its assets, and if that liability is passed on to the four member counties by operation of law, the counties shall be liable in proportion to the relative expenditure of funds in each county in the program and in the year in which the liability arose.

12. Termination

This agreement may be terminated:

- a) Upon the joint action of all of the parties; or
- b) Upon withdrawal of member counties sufficient to reduce the remaining number of counties to two or less.

13. Withdrawal

- a) Any party to this agreement may withdraw by providing written notice of withdrawal to all remaining parties not less than one hundred and eighty (180) days prior to the end of the fiscal year. Withdrawal shall be effective at the end of the fiscal year in which notice is given.
- b) Withdrawing member counties shall be responsible for the withdrawing county's pro rata share of liabilities incurred by the Consortium, pursuant to Section Eleven, Paragraph (d) of the agreement, up to the effective date of withdrawal. Upon withdrawal, the Consortium shall provide an itemized final accounting to the withdrawing member county for the payment of costs incurred up to the effective withdrawal date. The withdrawing member county shall pay such costs to the Consortium within thirty (30) days from the actual date of their withdrawal.

14. Severability

Should any part, term or provision of this agreement be decided by a court of competent jurisdiction 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.

In WITNESS WHEREOF, the parties hereto have caused their representatives to affix their signatures on the dates herein below:

Date Aug 2, 2011

Attest [Signature]

COUNTY OF COLUSA

By [Signature]
Mark D. Marshall, Chairman

Approved as to form and legal sufficiency

[Signature]
Thomas R Paeker, County Counsel

Date 7-19-11

Attest _____

COUNTY OF GLENN

By [Signature]

Approved as to form and legal sufficiency

[Signature] - GLENN COUNTY COUNSEL

Date Sept. 22, 2011

Attest [Signature]
Deputy



COUNTY OF SUTTER

By [Signature]

Approved as to form and legal sufficiency

[Signature] For Ron Erickson

Date July 21, 2011

Attest [Signature]

COUNTY OF YUBA

By [Signature]

Approved as to form and legal sufficiency

[Signature]