

RESOLUTION OF THE CITY COUNCIL
APPROVING A JOINT EXERCISE OF POWERS
AGREEMENT FOR FORMATION OF CENTRAL
SIERRA ECONOMIC DEVELOPMENT DISTRICT

RESOLUTION NO. 177

IT IS HEREBY RESOLVED by the City Council of the City of AMADOR, State of California, that the Joint Exercise of Powers Agreement for the formation of the Central Sierra Economic Development District is hereby approved, and

FURTHER RESOLVED that the Mayor of said City Council is hereby authorized and directed to sign said agreement for and on behalf of the City of AMADOR.

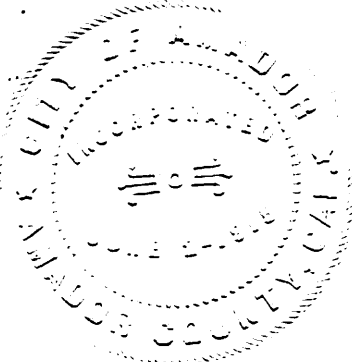
PASSED AND ADOPTED this 12TH day of AUGUST, 1976 by the following polled vote:

AYES: Councilmen DAUBENSPECK, SETZER, SHERRILL & MAYOR LLOYD SMITH
NOES: Councilmen _____
ABSENT: Councilmen CLARENCE VAIRA

Lloyd Smith
LLOYD SMITH, Mayor of the City
of AMADOR
State of California

ATTEST:

Harold K. Buus
HAROLD BUUS CLERK
AMADOR CITY, CA.



1 A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN ALPINE COUNTY,
2 AMADOR COUNTY, CALAVERAS COUNTY, AND TUOLUMNE COUNTY;
3 AMADOR CITY, CITY OF ANGELS, CITY OF IONE, CITY OF JACKSON,
4 CITY OF PLYMOUTH, CITY OF SONORA, AND THE CITY OF SUTTER CREEK
5 FOR THE PURPOSE OF CREATING AN ECONOMIC DEVELOPMENT DISTRICT.

6 THIS AGREEMENT is entered into this 1st day of August, 1976, by and
7 between the counties of Alpine, Amador, Calaveras and Tuolumne, hereinafter
8 referred to as "county members", and the cities of Amador, Angels, Ione,
9 Jackson, Plymouth, Sonora, and Sutter Creek, hereinafter referred to as
10 "city members", and collectively referred to as "members".

11 W I T N E S S E T H

12 WHEREAS, each member is empowered by law to provide economic develop-
13 ment planning and to participate in federal programs relating to economic
14 development; and

15 WHEREAS, each member is of the opinion that there should be regional
16 planning for economic development; and

17 WHEREAS, the Economic Development Act of 1965, PL 89-136 as amended
18 (hereinafter called "Act") provides that public agencies may combine to
19 form Economic Development Districts; and

20 WHEREAS, the geographical area of member agencies represents an
21 economic development district for purposes of the Act; and

22 WHEREAS, the member agencies deem it necessary and proper to create
23 a separate public entity by joint exercise of powers agreement to devise
24 and create an organizational and administrative structure for the
25 operation of an economic development district encompassing the geograph-
26 ical territory of the member agencies and to secure approval of the
27 federal government for designation as an Economic Development District
28 pursuant to the Act and to assist member agencies in applying to the
federal and state governments for grants, funds, and assistance.

1 NOW, THEREFORE, the Boards of Supervisors of the Counties of Alpine,
2 Amador, Calaveras and Tuolumne, and the City Councils of the Cities of
3 Amador City, Angels, Ione, Jackson, Plymouth, Sonora, and Sutter Creek,
4 for and in consideration of the mutual promises and agreements herein
5 contained do agree as follows:

6 1. Formation of Agency. The Central Sierra Economic Development
7 District (hereinafter referred to as the "District") is established upon
8 the execution hereof by all designated county members and at least one
9 city member located in each county which is a member. No city shall become
10 a member of the District until said city expressly ratifies and adopts
11 this agreement. The District shall be a public agency separate and
12 distinct from its members, and which may sue and be sued.

13 2. Purpose. The purpose of this Agreement shall be to provide for
14 the joint participation by members, as members of the District, to:

15 (a) promote economic growth by means of planning and coordin-
16 ating the efforts of members and the private sector within the territorial
17 limits of the members;

18 (b) promote more jobs for the unemployed and underemployed
19 residents of the members;

20 (c) improve the social and physical environments of the members;

21 (d) prevent unnecessary duplication of effort on behalf of
22 members;

23 (e) assume any additional purposes, duties and functions as
24 may be determined by all parties to this Agreement.

25 3. Governing Board. The governing board of the District, hereinafter
26 referred to as the "Board", shall be composed of the following directors:

27 (a) One director and one alternate director appointed by and
28 from the membership of the board of supervisors of each county member; one

1 director and one alternate director appointed by and from the membership
2 of the city councils of each of the cities of Angels and of Sonora; and one
3 director and one alternate director appointed by and from the membership
4 of the city councils of all the city members located in Amador County
5 acting together. These directors and alternate directors should be the
6 directors and the alternate directors appointed by the respective members
7 to the Central Sierra Planning Council, if the member is a part thereof.

8 (b) The boards of supervisors of each county member forthwith
9 upon formation of the District shall nominate as candidates for additional
10 directors of the District three persons who reside in the nominating
11 county, one of whom shall be an American Indian. As soon as said nomina-
12 tions are completed, the directors appointed pursuant to paragraph 3 (a)
13 hereof shall by majority vote appoint one director and one alternate from
14 each county member. One director and one alternate director shall be an
15 American Indian. Said additional members and alternates shall not be
16 elected officials of any county or city.

17 (c) Vacancies shall be filled in the same manner as the initial
18 directors are selected.

19 (d) Nominations and appointments to the Board shall be made
20 so that said Board may be broadly representative of all segments of
21 the community, including business, labor, government, education, minorities,
22 and the economically handicapped.

23 (e) The terms of office of directors who are elected officials
24 shall be at the pleasure of their respective appointing board of super-
25 visors or city council. The term of office of the directors appointed by
26 the directors who are elected officials shall be three (3) years from
27 the date of their appointment, provided, however, that no such director
28 shall continue to be a director if the county of which said director is a

1 resident ceases to be a member agency of said District or said director
2 ceases to be a resident of the county from which he was nominated.

3 (f) The Board shall elect from its membership a chairman and
4 a vice-chairman, each of whom shall serve for a term of one year.

5 (g) A majority of the directors of said District shall be
6 required to vote affirmatively for any action in order for said action
7 to be valid and effective.

8 (h) Alternate directors may take part in any discussion or
9 meeting of the board whether or not the primary director from the respective
10 member is present, provided, however, that in the event that a director
11 is present at any meeting, no alternate director shall have a vote in any
12 decision.

13 4. Duties of Governing Board. The Board shall have the following
14 duties and powers:

15 (a) To act as the policy making body of the District;

16 (b) To act as the executive body of the District, which power
17 said Board may delegate to staff to the extent the Board deems appropriate
18 and is otherwise in accordance with law;

19 (c) To enter into contracts and to accept and expend funds
20 from Federal, State, member agencies, and other sources for the purposes
21 specified herein;

22 (d) To prepare, review and update an Overall Economic Develop-
23 ment Plan for the District, establish priorities for grant applications,
24 make annual progress reports to the U.S. Economic Development Adminis-
25 tration pursuant to the Act, and make such other reports as may be
26 required or appropriate;

27 (e) To assist, upon request, area and local Overall Economic
28 Development Program committees of member agencies in the preparation of

1 applications to state and federal agencies for grants, loans and technical
2 assistance;

3 (f) To assist the private sector in making applications for
4 loans, and work with local development corporations to assist private
5 enterprise in the development of new business and the expansion of existing
6 business;

7 (g) To work with local committees of member agencies to coordin-
8 ate programs complying with local community desires;

9 (h) To appoint or hire such staff or contract with such entities
10 or individuals as said Board deems necessary to carry out the District's
11 functions and purposes; and

12 (i) If member and other agencies request it, the Board may
13 review applications of member and other agencies for grants from the
14 U.S. Economic Development Administration. Upon review of such applications,
15 the Board may establish priorities for funding.

16 5. Budget. An annual budget for the operation of the District and
17 fiscal year shall be adopted by the Board.

18 6. Financing. The members shall provide the cost of administration
19 of the District until a federal grant is received for this purpose. If
20 or when the U.S. Economical Development Administration provides grant funds
21 for said District, with members to supply local matching funds of whatever
22 proportion, members shall supply said matching funds upon notice therefor
23 from District. In the event that any member within 60 days of notice therefor
24 has failed to contribute the funds required by District, said member shall
25 be deemed to have withdrawn from said District. All contributions to
26 said District shall be in accordance with the formula or plan established
27 by the Board of said District after formation thereof, which formula or
28 plan may be amended at any time and from time to time. Required

1 contributions may be in-kind so long as the approval therefor shall
2 have first been obtained from the Board.

3 7. Custody of funds; reporting. All payments of public funds shall
4 be paid to and disbursed by District which shall be strictly accountable
5 for all funds and responsible for reporting to the members hereof concern-
6 ing all receipt and disbursements. All of District's funds shall be
7 deposited in a special fund established for the purpose in the treasury
8 of one county member. The treasurer of said county shall be in charge
9 of and be the depository for said funds and other property of the District.
10 No bond shall be required of him.

11 8. Permissible contributions. Every member agency may, but shall
12 not be required to, contribute money, office supplies, furnishings,
13 equipment, supplies of service as the respective governing board of said
14 member may deem appropriate in excess of the contributions required under
15 paragraph 6 hereof.

16 9. Limitations on expenditures. The Board and every official or
17 employee of the District shall be limited in the making of expenditures or
18 the incurring of liabilities to the amount of appropriations allowed by
19 the budget as adopted by the Board or thereafter revised by said Board.
20 No expenditure of any kind or contract entered into on behalf of District
21 without approval by the Board, except as otherwise provided by law,
22 warrants issued, expenditures made or liabilities incurred in excess of
23 any budget appropriation are not a liability of the District or a
24 liability of any party to this Agreement.

25 10. Members not liable for debts of District. Pursuant to
26 Section 6508.1 of the California Government Code, the debts, liabilities,
27 and obligations of the District shall be those of the District and not
28 of the parties to this Agreement.

1 11. Duration of Agreement. This agreement shall continue in effect
2 until terminated by agreement or withdrawal of at least two-thirds (2/3)
3 of the county members, provided, however, that any member may withdraw
4 from said District at any time without terminating said District unless
5 and until two-thirds of said county members have withdrawn therefrom.
6 In the event that any county member withdraws from said District, the
7 city or cities in said county who are city members shall be automatically
8 deemed to have withdrawn therefrom. Withdrawal by any member shall relieve
9 said member from any obligation to contribute any money or property
10 previously required of said member by the Board, provided, however, that
11 in the event that said withdrawing member has received any benefit related
12 to said required contribution, said member shall not be relieved from said
13 obligation.

14 12. Disposition of property upon termination. In the event that
15 said District is terminated by agreement, the property and monies on
16 hand at the time of termination after all debts and liabilities are paid
17 shall be distributed among the parties then members of said District
18 in accordance with their proportionate contributions thereto. Any
19 member who withdraws from said District shall forfeit all of its right,
20 title and interest to all such property and monies.

21 13. Members Option to bypass District. It is the option of
22 members to submit U.S. Economic Development Administration grant applica-
23 tions through the District to the Economic Development Administration, or
24 directly to said Economic Development Administration, bypassing District.

25 14. Amendment. This Agreement may be amended at any time by the
26 mutual written agreement of all the members thereof.

27 15. This agreement shall be executed in counterpart and when so
28 executed by each and every party hereto shall be deemed to be executed

1 by all parties as if it were a single document. Executed counterparts
2 shall be delivered forthwith to the District, c/o Don Fry, 520 #18 Highway
3 49, Altaville, California 95221. Said executed counterparts shall be
4 retained by District and District shall distribute to all other parties
5 Xeroxed copies of said original counterparts as said other parties'
6 executed copies.

1 IN WITNESS WHEREOF, the undersigned counties of the
2 State of California and the cities located therein do execute this
3 agreement upon the respective dates set forth after their signatures:

4 COUNTY OF ALPINE

CITY OF IONE

5 By _____
6 Chairman Date _____

By _____
Mayor Date _____

7 COUNTY OF AMADOR

CITY OF JACKSON

8 By _____
9 Chairman Date _____

By _____
Mayor Date _____

10 COUNTY OF CALAVERAS

CITY OF PLYMOUTH

11 By _____
12 Chairman Date _____

By _____
Mayor Date _____

13 COUNTY OF TUOLUMNE

CITY OF SONORA

14 By _____
15 Chairman Date _____

By _____
Mayor Date _____

16 AMADOR CITY

17 By Lloyd L. Smith
18 Mayor Date _____

19 CITY OF ANGELS

20 By _____
21 Mayor Date _____

22 CITY OF SUTTER CREEK

23 By _____
24 Mayor Date _____