ATTACHMENT 2

BOARD OF SUPERVI RS, COUNTY OF HUMBOLDT, TATE OF CALIFORN Certified copy of portion of proceedings, Meeting on April 18, 1978

JOINT EXERCISE OF POWERS AGREEMENT WITH VARIOUS COUNTIES FOR FORMULATION AND IMPLEMENTATION OF EEL-RUSSIAN RIVER WATERSHED CONSERVATION AND DEVELOPMENT PLAN; CHAIRMAN TO EXECUTE

The Chairman of this Board of Supervisors is hereby directed

to execute on behalf of the County, the following:

Document: Joint Excercise of Powers Agreement

Dated: April 18, 1978 ·

With:

County of Lake County of Mendocino County of Sonoma

Expires:

As per Agreement

Subject:

Agreement for formulation and implementation of an Eel-Russian River Watershed Conservation and Development Plan

Adopted on motion by Supervisor Dorsey and the following vote:

, seconded by Supervisor

Parsons

AVES: Supervisors-NOES: Supervisors-ABSENT: Supervisors-Pritchard

SS.

STATE OF CALIFORNIA, /

County of Humboldt

I, DONALD R. MICHAEL

By-

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Scal of said Board of Supervisors DONALD R. MICHAEL Apr. 18, 1978 XXXXXXXXXXXXXXXXX

County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Humbold, State of California

JOINT EXERCISE OF POWERS AGREEMENT FOR THE . FORMULATION AND IMPLEMENTATION OF AN EEL-RUSSIAN RIVER WATERSHED CONSERVATION AND DEVELOPMENT PLAN

THIS JOINT EXERCISE OF POWERS AGREEMENT, is made and entered into by and between the following Public Agencies within the State of California, that is, the COUNTY OF HUMBOLDT, the COUNTY OF LAKE, the COUNTY OF MENDOCINO, and the COUNTY OF SONOMA, each of which is a political subdivision of the State of California.

RECITALS: This Agreement is made with reference to the following facts:

(a) WHEREAS, the Eel and Russian Rivers and their tributaries are valuable resources vital to economic development, environmental quality and general well being of the Counties of Humboldt, Lake, Mendocino and Sonoma, and successful achievement in the formulation and implementation of an Eel-Russian River Watershed Conservation and Development Plan requires a united, coordinated, orderly and positive approach to overcome the effects of unplanned development of the watersheds, limited areas available for economic growth and development, severely limited local public funds, limited tax base, and inadequacies of resources, facilities and services; and

(b) WHEREAS, the State and Federal governments have enacted a number of laws establishing new and more effective aid programs, but these aid programs are legally and administratively complex and impose substantial demands on local leadership and staff resources and a more areawide coordinated and united organizational structure is needed to make the most effective use of such aid programs and particularly to formulate, implement and carry out an Eel-Russian River Conservation and Development Plan; and

(c) WHEREAS, the necessity for additional and improved public facilities and services, stimulation of public and private economic development activities, initiation of new and more effective watershed management plans, procedures and mechanisms as required for further public and private development programs and projects, present problems which cannot be adequately met by individual public agencies in this area; and

(d) WHEREAS, Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California authorizes the joint exercise by agreement of two or more public agencies of any power common to them; and

(e) WHEREAS, pursuant to Section 25680 et seq. of the Government Code, the parties hereto possess in common the power to study, discuss, formulate and recommend policies, action plans, and procedures for the solution of watershed management and economic problems of direct concern to the performance of their constitutional and statutory functions, and the power to aid, assist and participate in the administration and implementation of such policies, plans, programs and procedures and expend public funds for these purposes; and

(f) WHEREAS, the parties hereto recognize that the exigencies of the problems in this area and within their respective jurisdictions require that they unify and coordinate their efforts in solving said problems by entering into this agreement to provide

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for the joint exercise of their said powers in aiding and assisting in the implementation of an Eel-Russian River Watershed Conservation and Development Plan, to formally establish a joint powers organization to aid and assist in the formulation, implementation and execution of such a plan, and to officially establish the structure of the Board of Directors of said Joint Powers Agency;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I - AUTHORITY

SECTION 1.01. Legal Authority. This Joint Exercise of Powers Agreement is made under the authority of Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.

ARTICLE II - DEFINITIONS

SECTION 2.01. <u>General</u>. Unless the context otherwise requires, the words and terms defined in this Article II shall, for the purposes hereof, have the meanings specified.

SECTION 2.02. <u>Act</u>. "Act" means Title I, Division 7, Chapter 5 (commencing with Section 6500) of the Government Code of the State of California.

SECTION 2.03. <u>Commission</u>. "Commission" means the Eel-Russian River Commission created pursuant to this agreement.

SECTION 2.04. Fiscal Year. "Fiscal Year" means the period from July 1 to and including the following June 30.

SECTION 2.05. <u>Board of Directors</u>. "Board of Directors" means the governing board of the Commission established pursuant to this agreement.

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SECTION 2.06. <u>State</u>. "State" means the State of California. SECTION 2.07. <u>Administrative Expense</u>. "Administrative Expense" means those sums of money required to be expended by the Commission from an administrative expense fund to be established and maintained by the Commission to finance those costs of administering this agreement and for carrying out the powers and functions authorized in this agreement which are not payable from the proceeds of either State or Federal grants.

SECTION 2.08. <u>Member</u>. "Member" means a member of the Board of Directors of the Commission and includes an alternate member.

ARTICLE III - PURPOSE

It is the purpose of this agreement . SECTION 3.01. Purpose. to provide a united, coordinated, orderly, positive and more effective means for aiding and assisting in the formulation, administration, and implementation of an Eel-Russian River Conservation and Development Plan to promote proper watershed conservation and flood control measures and to provide measure to achieve proper economic stimulus and development in the Eel and Russian River watersheds for the general benefit of all the people in the participating counties by establishing a separate Eel-Russian River Commission and by vesting this Commission with power (1) to effectively aid, assist, and coordinate the formulation, administration and implementation of an Eel-Russian River Conservation and Development Plan and (2) to establish appropriate operating and advisory committees to conduct public hearings to assist the Commission in carrying out the foregoing purposes and to assist the Commission in the implementation of projects and programs to improve the quality of life in the area.

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ARTICLE IV - FORMATION AND ORGANIZATION

SECTION 4.01. <u>Creation of Commission</u>. Pursuant to the Act, there is hereby created a public entity to be known as the "Eel-Russian River Commission", herein called "Commission." The Commission is a public entity, separate and apart from the parties to this agreement and said Commission shall administer this agreement.

The Commission shall be SECTION 4.02. Governing Board. governed by a Board of Directors composed of one member from the governing board of each public entity that is a party to this agreement, each serving in an individual capacity as a member of the Board of Directors. Each public entity that is a party to this agreement shall also appoint from its respective governing board, one alternate member of the Board of Directors. The alternate may attend and participate in any meeting of the Board of Directors of the Commission. The alternate may vote at any meeting of the Board of Directors of the Commission at which the regular member from the alternate's public entity is absent. Each member (and alternate member) shall serve at the pleasure of the appointing public entity. If a person serving as a member (or alternate) ceases to be a member of the governing board of the public entity that appointed such person to serve as a member (or alternate) on the Board of Directors of the Commission, he shall at the same time cease to be a member (or alternate) of the Board of Directors of the Commission. Such public entity shall proceed without undue delay to appoint a new member (or alternate) as the case may be.

All voting power of the Commission shall reside in the Board of Directors.

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A. A member of the governing board of the public entity that appointed such person as a member of the Board of Directors of the Commission may serve simultaneously as a member of the governing board of such appointing public entity and as a member of the Board of Directors of the Commission.

B. No person while serving as a member of the Board of Directors of the Commission shall be eligible to be appointed to any salaried office or employment in the service of the Commission nor shall he become eligible for such appointment within one year after he has ceased to be a member of the Board of Directors of the Commission.

C. The members of the Board of Directors of the Commission shall serve without compensation. This shall not affect in any way remuneration received by a local public official who, in addition to his responsibilities as a local public official, serves as a member of the Board of Directors of the Commission. All members of the Board of Directors of the Commission may be reimbursed for reasonable and necessary expenses incurred in the performance of their duties as such members. Reimbursement of expenses shall be subject to approval of the Board of Directors of the Commission.

SECTION 4.03. <u>Regular Meetings</u>. The Board of Directors shall provide for its regular meetings. The date, hour, and place of the holding of regular meetings shall be fixed by resolution of the Board of Directors, and a copy of such resolution shall be filed with each party hereto.

SECTION 4.04. <u>Ralph M. Brown Act</u>. All meetings of the Board of Directors, including, without limitation, regular, adjourned

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regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

SECTION 4.05. <u>Minutes</u>. The secretary of the Commission shall cause to be kept minutes of the meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board of Directors and to each public entity that is a party to this agreement for approval at the next regular meeting of the Commission.

SECTION 4.06. <u>Quorum</u>. Three (3) members of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn, from time to time. An affirmative vote of at least three (3) members of the Board of Directors shall be required to take action on all policy and fiscal matters but a vote of the majority of a quorum at a meeting shall be sufficient for action on procedural matters.

SECTION 4.07. <u>Rules</u>. The Board of Directors of the Commission may adopt, from time to time, such by-laws, rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

SECTION 4.08. Office. The Board of Directors of the Commission may establish and maintain an office within the territory encompassed by the Commission as it deems will best facilitate the accomplishment of the objectives and purposes of the Commission.

SECTION. 4.09. <u>Boundaries</u>. The Commission shall encompass all of the territory within the geographical boundaries of Humboldt, Lake, Mendocino and Sonoma Counties.

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ARTICLE V - OFFICERS AND EMPLOYEES

SECTION 5.01. <u>Chairman, Vice-Chairman and Secretary</u>. The Board of Directors shall elect a Chairman and Vice Chairman from among its members at its first meeting. Thereafter at its first meeting in each succeeding calendar year, the Board of Directors shall elect a Chairman and Vice Chairman. Each officer shall assume the duties of his office upon election. If either the Chairman or the Vice Chairman ceases to be a member, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs. The Chairman shall preside at and conduct all meetings of the Board of Directors.

A. The Board of Directors shall select a Secretary who may, but need not, be a member of the Board of Directors. The Secretary shall serve at the pleasure of the Board of Directors and shall perform those duties and functions customary to the office of Secretary of a public entity.

B. The Chairman shall sign all contracts on behalf of the Commission and perform such other duties as may be imposed by the Board of Directors; and

C. The Vice Chairman shall act, sign contracts, and perform all of the Chairman's duties in the absence of the Chairman.

SECTION 5.02. <u>Treasurer</u>. The Treasurer-Tax Collector of the County of Mendocino is hereby designated as the Treasurer of the Commission and as the depositary to have custody of all the money of the Commission from whatever source. The Auditor-Controller of the County of Mendocino is hereby designated as the Auditor-Controller of the Commission. The Treasurer-Tax Collector and

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the Auditor-Controller shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and report of all receipts and disbursements of the Commission.

The Board of Supervisors of the County of Mendocino shall determine the reasonable charges to be made against the Commission for the services of the Treasurer-Tax Collector and Auditor-Controller, such charges not to exceed the actual cost to the County for such services.

SECTION 5.03. Bonding Persons Having Access to Property. From time to time, the parties hereto shall designate the public officers or persons, in addition to the Treasurer-Tax Collector and Auditor-Controller, having charge of handling or having access to any property of the Commission, and shall further designate the respective amounts of the official bonds of the Treasurer and Auditor-Controller and such other persons pursuant to Section 6505.1 of the Act.

SECTION 5.04. Legal Advisor. The Board of Directors shall select, appoint, employ and retain the legal advisor of the Commission, who shall perform such duties as may be prescribed by the Board of Directors.

SECTION 5.05. Other Employees. The Board of Directors shall have the power to appoint and employ such other officers, employees, and may contract with consultants and other professional persons or firms as it considers necessary for the purposes hereof.

SECTION 5.06. <u>Compensation</u>. The Board of Directors shall determine the compensation of, and pay from Commission funds

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(including payment from funds which the Commission may receive from time to time in the form of federal and state grants) the salaries, wages, fees and other compensation of such planning, engineering, legal, financial, or other technical and professional personnel, consultants, and other employees of the Commission.

SECTION 5.07. <u>Non-Civil Service</u>. Nothing herein contained shall be construed as making the Commission a department of any party to this agreement or as placing any of the officers, counsel, personnel, or employees of the Commission under any other form of specially protected employment right or status.

ARTICLE VI - POWERS

SECTION 6.01. As provided in the Act, the Commission shall be a public entity separate from the parties hereto. The Commission shall have the power to aid and assist in the formulation, administration and implementation of an Eel-Russian River Watershed Conservation and Development Plan, and to further administer, coordinate, promote, carry out and implement the purposes of this agreement as referred to in Section 2.01 of Article III hereof.

SECTION 6.02. Specific Powers. The Commission is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers for the purposes of this agreement including, but not limited to, any or all of the following:

A. To make and enter into contracts;

B. To employ agents, employees, consultants, and independent contractors;

C. To acquire, hold or dispose of real and personal property, or any interest therein, by deed, purchase, lease, contract, gift,

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devise, or otherwise.

D. To sue and be sued in its own name, except as otherwise provided by law.

An action to determine the validity of any contract may be brought pursuant to Chapter 9 (commencing with Section 860) Title 10, Part 2 of the Code of Civil Procedure of the State of California.

E. To incur debts, liabilities or obligations, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any of the separate public entities that are parties to this agreement; provided that the total debts, liabilities or obligations incurred in any fiscal year do not exceed the revenue received in the same fiscal year.

F. To apply for, accept, receive and disburse grants, loans and other financial assistance from any agency of the United States of America or of the State of California, or from any other public agency or from other sources, public or private, and expend such funds for the purposes set forth in this agreement;

G. To invest any money, that is not required for the immediate necessities of the Commission, as the Commission determines is advisable, in the same manner and upon the same conditions as apply to local agencies, pursuant to Section 53601 of the Government Code of the State of California;

H. To carry out and enforce all the provisions of this agreement;

I. To contract for and obtain insurance against any insurable risk reasonably anticipated to result from the exercise of any powers or functions of the Commission or the performance of any

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duties by the officers and employees of the Commission;

J. To make, adopt, amend, and repeal its by-laws, rules, ordinances, resolutions and procedural regulations not inconsistent with, and to carry into effect, the powers granted in and purposes of this agreement;

K. To perform such duties and functions as may be necessary or appropriate for the coordination of federal or state assisted programs and projects within the geographical boundaries of the Eel and Russian River watersheds;

L. To do and perform any and all acts necessary to participate in federal or state assisted projects within the jurisdictional boundaries of the Commission, including, without limitation, applying for, accepting and administering grants or other financial assistance from the federal government, the state, or other public agencies, or from any other sources, public or private, for such projects; to use and expend such funds for any of the purposes as described or referred to in this agreement; and to enter into and carry out contracts or agreements in connection therewith which are not inconsistent with the purposes and powers of the Commission as set forth in this agreement; and

M. To aid and assist member entities and other public agencies in the application for economic support of appropriate projects and programs.

N. To adopt a seal and alter it at its pleasure.

SECTION 6.03. <u>Claims</u>. All claims and actions for money or damages against the Commission and its officers and employees are

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governed by Division 3.6 (commencing with Section 810) of Title I of the Government Code of the State of California. The Commission shall be deemed a "public entity" within the meaning of Division 3.6 of Title I of said Government Code.

SECTION 6.04. Interests in Contracts. The provisions of Article 4 (commencing with Section 1090), Article 4.5 (commencing with Section 1100), and Article 4.6 (commencing with Section 1120), Chapter 1, Division 4, Title I, and Sections 87100 et seq. of the Government Code of the State of California prohibiting certain financial interests in public contracts and pertaining to conflicts of interest shall apply to the officers, directors, and employees of the Commission.

SECTION 6.05. <u>Enforcement by Commission</u>. The Commission is hereby authorized to take any or all legal actions necessary and permitted by law to enforce this agreement.

ARTICLE VII - RESTRICTIONS ON POWERS

SECTION 7.01. Specific Restrictions. The following specific restrictions on the powers and functions of the Commission shall apply and be observed by the Commission:

A. The Commission shall have no taxing powers.

B. The Commission shall not interfere in the internal affairs of a member entity.

C. The Commission shall have no veto power over grant applications submitted to state or federal agencies by a member entity.

D. The Commission shall have no authority to incur any general obligation bond indebtedness.

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ARTICLE VIII - METHOD OF PROCEDURE

SECTION 8.01. <u>Assumption of Responsibilities</u>. Upon completion of the initial organization of the Commission and the selection of a Chairman and Vice Chairman, and the appointment of the Secretary and Legal Advisor, the Commission shall proceed to carry out its duties and responsibilities as set forth in this agreement.

ARTICLE IX - FINANCIAL PROVISIONS

SECTION 9.01. Fiscal Year. The fiscal year of the commission shall be from July 1 of each year to and including June 30 of the following year.

SECTION 9.02. <u>Contributions</u>. The parties hereto shall each contribute to the Commission on or before May 1, 1978, the sum set forth opposite their respective names as shown in Exhibit "A" attached hereto and made a part hereof. Any financial contributions other than set forth above shall be made only upon official action by the governing board of such party hereto as may desire to make any further or additional contribution to the Commission.

The expenditure of funds contributed to the Commission by the parties hereto shall be used only for ordinary administrative and operating expenses of the Commission and for payment of fees and costs incurred or to be incurred by the Commission in connection with the preparation, filing and processing of one or more applications for federal financial assistance required for the implementation of the Eel-Russian River Watershed Conservation and Development Plan.

SECTION 9.03. Annual Budget.

A. The Board of Directors of the Commission shall, on or before February 1 of each year, prepare and submit to each party

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hereto a budget estimate of the expenses of conducting the Com-

B. The budget estimate shall be in such form as the Board of Directors may prescribe using the guidelines of the California State Controller. The budget estimate shall contain a summary of the fiscal policy of the Commission for the budget year and shall include data showing the relation between the total proposed expenditures and the total anticipated income or other means of financing the budget for the ensuing year, contrasted with the corresponding data for the current year. The budget estimate may include an unappropriated balance item to be available for appropriation in the ensuing fiscal year to meet contigencies other than contigencies resulting from temporary insufficiencies in the revenues of the Commission.

C. After submission of the budget estimate, the Board of Directors shall fix a time and a place for hearing by the Board of Directors thereon.

At the budget hearing the Board of Directors may increase or decrease any item in the budget estimate and may delete any item therefrom or add any new item thereto.

Upon the conclusion of the budget hearing and not later than March 1 of each year the Board of Directors shall approve the budget estimate as submitted to the parties hereto or as revised by the Board of Directors, and thereupon the same shall constitute the final budget for the ensuing fiscal year.

The several items of the final budget shall be deemed appropriated for the ensuing fiscal year in the amounts and for the purposes specified in the final budget.

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SECTION 9.04. <u>Records and Accounts</u>. The Commission shall cause to be kept accurate and correct books of account, showing in detail the costs of administration, bond interest, bond redemption, operation and maintenance, and all financial transactions of the Commission. Said books of account shall be open to inspection at all times during normal working hours by the public or any representative of any of the parties hereto, or by any accountant or other person authorized by any party hereto to inspect said books of account. The Auditor-Controller shall, in accordance with Section 6505 of the Act, cause the books of account and other financial records of the Commission to be audited annually.

ARTICLE X - TERMINATION

SECTION 10.01. <u>Term</u>. This agreement shall be effective on the 1st day of May, 1978, and shall continue until rescinded or terminated by agreement of all the parties hereto, provided that termination shall not occur less than six months before the end . of the fiscal year.

SECTION 10.02. <u>Disposition of Assets</u>. On the termination of this agreement, surplus money of the Commission shall be returned to the respective parties hereto in the same proportions that the total of all contributions paid by each party pursuant to Sec-9.02 hereof during the term of this agreement bears to the total of such contributions paid by all the parties hereto. On the termination of this agreement, all property of the Commission, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties hereto and, until such division is agreed upon shall be held in trust by the Commission for all the parties hereto.

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ARTICLE XI - MISCELLANEOUS PROVISIONS

SECTION 11.01. <u>Notices</u>. Notices hereunder shall be sufficient if delivered to: The Chief Administrative Officer of each party hereto or to such other person and address as a party hereto may request in writing to the Commission from time to time. Notice to the Commission shall be sufficient if delivered to the Office of the Secretary of the Commission.

SECTION 11.02. <u>Amendment of Agreement</u>. This agreement may be amended only by an agreement approved by all of the then participating public entities. Approval of the Board of Directors of the Commission shall not be required for amendment of this agreement.

SECTION 11.03. <u>Partial Invalidity</u>. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 11.04. <u>Withdrawal of Member</u>. Any party hereto may withdraw as a party to this agreement at any time upon the giving to the Commission six months prior written notice of its intent to withdraw. The withdrawing party shall be entitled to reimbursement of its pro rata share of the balance of any monies contributed by members from local funds which are unemcumbered when notice of withdrawal is received by the Commission. Likewise, the withdrawing

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party shall be entitled to its pro rata share of the proceeds from sale of any property or equipment which was purchased with local funds contributed by the members.

SECTION 11.05. Notice to Secretary of State. The Secretary of the Commission shall be responsible for preparing and filing the notice to the Secretary of State of this joint exercise of powers agreement, pursuant to the provisions of Section 6503.5 of the Government Code of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto

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affixed, as of the day and year first above written.

COUNTY OF HUMBOLDT

Chairman of the Board of Supervisors of the County of Humboldt, State of California.

(SEAL)

ATTEST:

DONALD R. MICHAEL County Clerk and ex officio Clerk of the Board of Supervisors of the County of Humboldt, State of California.

By aria L. mile Deputy Clerk

COUNTY OF LAKE Βv

Chairman of the Board of Supervisors of the County of Lake, State of California.

(SEAL)

ATTEST:

LOIS R. HESTERBERG

County Clerk and ex officio Clerk of the Board of Supervisors of the County of Lake, State of California.

Deputy Clerk

COUNTY OF MENDOCINO

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Chairman of the Board of Supervisors of the County of Mendocino, State of California.

(SEAL)

ATTEST:

County Clerk and ex officio Clerk of the Board of Supervisors of the County of Mendocino, State of California.

By ssl. Deputy Clerk

COUNTY OF SONOMA Вy

Chairman of the Board of Supervisors of the County of Sonoma, State of California.

(SEAL)

ATTEST: Eeve T. Le

Acting County Clerk and ex officio Clerk of the Board of Supervisors of the County of Sonoma, State of California.

Lena Gamia Deputy Clerk By

MEMBER CONTRIBUTIONS TO EEL-RUSSIAN RIVER COMMISSION 1977-78 Fiscal Year

\$2,000.00
2,000.00
2,000.00
2,000.00

Payments to be made to Eel-Russian River Commission, c/o Mendocino County Treasurer-Tax Collector on or before May 1, 1978.