JOINT EXERCISE OF POWERS AGREEMENT

(CHANNEL COAST REGIONAL TRAINING CENTER)

THIS AGREEMENT, made and entered into by the undersigned, witnesseth;

WHEREAS, The Regents of the University of California through its University Extension, Santa Barbara, hereinafter called "University Extension", has established the Channel Coast Regional Training Center, hereinafter called "Center;" and

WHEREAS, the parties hereto recognize that all levels of government are experiencing increasing demand for services at a time when revenue sources are not increasing to keep pace, and further recognize the need to continually upgrade employee performance at all levels; and

WHEREAS, the parties hereto believe that employee and managerial performance should be enhanced through continued education, training and employee development services, and that there is a need to conduct needs assessment, develop, implement and evaluate employee training and development programs; and

WHEREAS, the parties believe local agencies can benefit from training and employee development services delivered on a regional, intergovernmental, co-operative basis at greater cost-effectiveness than would otherwise be available;

NOW, THEREFORE, the parties for and in consideration of the mutual promises and agreement herein contained and the performance thereof, do agree as follows:

1. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers, and is for the purpose of providing for the maximum utilization and joint usage of certain staff, equipment, and curriculum, to be accomplished in the manner herein provided.

2. The Center shall provide training programs to develop and improve the knowledge, abilities, skills and attitudes of government employees at all levels.

3. The Center shall conduct these programs through workshops, seminars, and courses held in locations throughout Ventura, Santa Barbara, and San Luis Obispo Counties.

4. Each program will be conducted by approved instructors to be designated by the Center.

5. Continuing Education Units and/or University Extension credit will be offered in conjunction with the programs, to the participants, whenever feasible.

6. The Center shall initially be administered by University Extension, which shall serve under the direction and at the pleasure of a Board of Directors. The Board of Directors shall be composed of one representative from each of the member agencies.

7. Any public agency as defined in Section 6500 of the Government Code which may desire to join and participate in the activities of the Center may do so by executing this Agreement without prior approval or ratification by the representatives of the existing parties to this Agreement until March 31, 1978. Any public agency which may desire to join and participate in the activities of the Center after March 31, 1978, may do so by executing this Agreement with prior approval and ratification of a majority of the representatives of the existing parties to this Agreement. All parties shall be bound by all terms and provisions of this Agreement as of the date of execution.
The Center shall have the power, in its own name, to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, to incur debts, liabilities, or obligations necessary for the accomplishment of its purposes and to receive Grants in Aid for programs consistent with the purposes herein expressed. The Center is a public entity separate from the parties to the Agreement. The debts, liabilities, or obligations of the Center shall not be the debts, liabilities or obligations of any or all of the parties to this Agreement. The exercise by the Center of the power to sue or be sued in its own name shall be subject to the restrictions on the exercise of such power applicable to the undersigned. The Center shall also have the power through the Board of Directors to establish By-laws consistent with this Agreement.

This Agreement shall become effective when entered into by any two agencies eligible for membership and shall continue in full force until dissolved pursuant to the relevant provision herein.

8. The Center shall be self-supporting, deriving its revenue from payments for services rendered to the parties and others, grants-in-aid, gifts, or other sources recommended by the Board of Directors. No membership fee shall be required of any member agency.

9. University Extension shall initially act as Treasurer of the Center and shall serve at the pleasure of the Board of Directors. The Treasurer, who shall have custody of all the money of the Center from whatever source, shall establish a separate fund for all revenues and shall maintain a strict accountability of all income and expenses pertaining to this agreement. Only expenses of the programs associated with the operation of the Center, shall be proper charges against this fund for said operation. Decisions to re-allocate financial resources of the Center shall be determined by the Board of Directors. The accounting records shall be available for inspection by member agencies at any time during normal business hours. University Extension may terminate its role as Treasurer by provision of thirty (30) day advance written notice of withdrawal to the Board of Directors. All funds received by the Center shall be strictly accounted for and the Treasurer shall make or contract for an annual audit of the accounts and records of the Center as prescribed in California Government Code section 6505.

10. The Center shall maintain at its expense at all times during the term of this agreement insurance coverage as follows:

A. Worker's Compensation insurance as prescribed or permitted by the laws of the State of California.

B. Comprehensive General Liability insurance -- Bodily Injury and Property Damage liability insurance covering injury to and death of persons and damage to property, including without limitation, acts of Center, its employees and agents, with a limit of not less than $500,000 combined single limit in any one accident.

C. Automobile Liability insurance covering liability arising out of the operation of owned or non-owned automotive equipment -- Bodily Injury and Property Damage liability covering injury to and death of persons and damage to property, including without limitation, acts of Center, its employees and agents, with a limit of not less than $500,000 combined single limit in any one accident.
D. Commercial Blanket Bond (Fidelity Bond) covering the Center against the infidelity of its employees and agents in an amount not less than $200,000 per occurrence.

Policies of insurance referred to above shall be primary as to any other valid and collectible insurance carried by the parties to the agreement, and shall name the parties, as additional insureds, as respects the activities performed under this agreement.

The Center shall provide the parties to this agreement with certificates of insurance issued by its underwriters certifying such coverages. Such certificates shall provide that the participants shall be given thirty (30) days' written notice before such coverages are reduced or terminated.

11. The Center hereby designates University Extension as the agency which shall have charge of, handle, and have access to any property of the Center and may be required to file an official bond in an amount to be fixed by the Board of Directors.

12. Any party may withdraw from this Agreement by adoption of a resolution by its governing body, and by provision of thirty (30) day advance written notice of withdrawal to the Board of Directors. This Agreement and the Center may be terminated effective not sooner than ninety days after adoption of a resolution to that effect by two-thirds of the public agencies participating in the Agreement; or, if there are only two such agencies, by either.

13. Upon termination of the Agreement, any Center property acquired under this Agreement shall be distributed among the parties hereto as the Board of Directors may determine.

14. Upon termination of this Agreement, any surplus money in the possession of the Center after the payment of all costs, expenses, and charges validly incurred under this Agreement shall be returned to the parties in proportion to their respective contributions, to be determined by the Board of Directors at the time of termination.

15. The staff of the Center employed by University Extension shall be subject to University personnel policies and procedures, and shall be responsible to the Board of Directors for the operation of the Center and for the various training programs presented. Contracts of Center staff who are employed on contract shall be renewed by mutual agreement of the Board of Directors and University Extension. Center performance shall be subject to review by the Board of Directors.

16. This Agreement may be amended at any time upon adoption of a resolution to that effect by two-thirds of all member agencies. If there are only two such agencies, amendments may be made at any time by unanimous consent.

Should any part, term, portion or provision of this Agreement be deemed 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 parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.