

RESOLUTION NO. 99-215

RESOLUTION DE-DESIGNATING THE COUNTY OF SOLANO  
AS THE COMMUNITY ACTION AGENCY AND DESIGNATING  
THE SOLANO SAFETYNET CONSORTIUM AS THE  
COMMUNITY ACTION AGENCY FOR SOLANO COUNTY

---

WHEREAS, Solano County designated itself as the Community Action Agency in 1995, after the closure of Solano Economic Opportunity Council, and

WHEREAS, there continues to be an absence of qualified private non-profit organizations in Solano County to designate as the Community Action Agency, and

WHEREAS, the cities of Solano County recognize a need to coordinate with the county on the provision of safety net services to all residents of Solano County, and

WHEREAS, the county and certain cities have joined together in a joint powers authority, named the Solano Safety Net Consortium, for the purpose of coordinating and providing safety net services to the residents of Solano County, and

WHEREAS, the Board of Supervisors of Solano County believes that the Solano Safety Net Consortium is better qualified to act as the Community Action Agency for Solano County than the county acting alone,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Solano that Solano County de-designates the County of Solano as the Community Action Agency;

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Solano that Solano County hereby designates the Solano Safety Net Consortium as the Community Action Agency for Solano County, and directs staff to do all things necessary to obtain approval of such designation from appropriate state and federal agencies;

BE IT FURTHER RESOLVED that upon approval of the designation of the Solano Safety Net Consortium as the Community Action Agency for Solano County, all existing programs of the Community Action Agency and all assets attributable to the Community Action Agency shall be forthwith transferred to the Solano Safety Net Consortium.

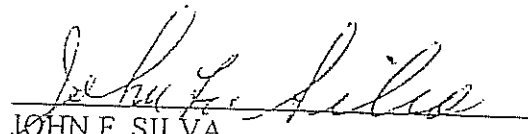
On motion of Supervisor Kondylis, and second of Supervisor Carroll, the Solano County Board of Supervisors adopted this resolution on September 14, 1999, by the following vote:

AYES: Supervisors Carroll, Kondylis, Kromm, Thomson and Chairman Silva

NOES: None

ABSENT: None

ABSTAINED: None

  
JOHN F. SILVA  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

Michael D. Johnson,  
Clerk of the Board of Supervisors

By: Myna Chivila Deputy  
Deputy

JOINT EXERCISE OF POWERS AGREEMENT

SOLANO SAFETY NET CONSORTIUM

This Joint Exercise of Powers Agreement ("Agreement"), dated for reference July, 1999, is by and among the cities of Fairfield, California, Vacaville, California, Vallejo, California, Suisun City, California, Rio Vista, California, Benicia, California, Dixon, California (the "Cities") and the County of Solano (the "County"), (collectively, the "Agencies" and "parties" to this Agreement). Each of the Cities is a municipal corporation duly organized and existing under the laws of the State of California and the County is a political subdivision of the State of California. The addresses of the principal business office of the Agencies are as follows:

City of Fairfield  
1000 Webster Street  
Fairfield, California 94533

City of Vacaville  
650 Merchant Street  
Vacaville, California 95688

City of Vallejo  
555 Santa Clara Street  
Vallejo, California 94590-5934

City of Suisun City  
701 Civic Center Boulevard  
Suisun City, California 94585

City of Rio Vista  
One Main Street  
Rio Vista, California 94571

City of Benicia  
250 East "L" Street  
Benicia, California 94510

City of Dixon  
600 East "A" Street  
Dixon, California 95620

County of Solano  
580 Texas Street  
Fairfield, California 94533-6378

This Agreement is made pursuant to the Joint Exercise of Powers Law (Articles 1 through 4 [commencing with Section 6500] of Chapter 5, Division 7, Title 1 of the California Government Code, as now or hereafter amended, hereinafter the ("Act")).

#### PREAMBLE

WHEREAS, each of the Agencies is authorized by law to provide homeless and safety net services; and

WHEREAS, each of the Agencies has determined that there is a need to coordinate the provision of homeless and safety net services on a county-wide basis; and

WHEREAS, each of the Agencies has determined that the creation of a Joint Powers Agency (JPA) is the best organizational approach for coordinating the provision of homeless and safety net services; and

WHEREAS, each of the Agencies has determined that the creation of a Joint Powers Agency (JPA) to acquire, own and use property necessary to the provision of homeless and safety net services will enable the Agencies to realize significant cost savings and administrative efficiencies in acquiring and using such property; and

WHEREAS, agencies created pursuant to the Act are authorized by the Act to finance, acquire and own public capital improvements and to convey such public capital improvements to any of its members;

NOW, THEREFORE and in consideration of the foregoing and of the mutual covenants and promises herein set forth, the Agencies agree as follows:

#### ARTICLE I

##### PURPOSE AND ADMINISTRATION

(1) Purpose. The purpose of this Agreement is to create a public entity to provide oversight and coordination of homeless and safety net services to the residents of the Agencies; to serve as the conduit for safety net funding support; to administer such funds and make grants available to other non-profit entities for services to the homeless; to set policy and be the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net services; and to undertake such other programs as the Board of Directors may authorize.

(2) Creation of Consortium. Pursuant to the Act, there is hereby created a public entity to be known as the "Solano Safety Net Consortium" ("Consortium"). The Consortium shall be a public entity separate and apart from each of the Agencies, and shall administer this Agreement.

(3) Board.

- (a) Created. The Consortium shall be administered by a Board of Directors (the "Board"). The Board shall be called the "Board of Directors of the Solano Safety Net Consortium." All voting power of the Consortium shall reside in the Board.
- (b) Directors. The legislative bodies of each of the Agencies shall appoint one Director and one alternate.
- (c) At-Large Director. The Board of Directors may, by resolution, appoint an additional Director and alternate. The Board may wish to appoint an at-large Director and alternate if there are an even number of Directors.
- (d) Terms; Vacancies. Each Director and alternate shall serve a two-year term commencing on July 1st and ending on June 30th of the second following year and each Director and alternate shall serve at the pleasure of the body that appointed them. Vacancies during a term and following expiration of the term of any Director or alternate shall be filled in the same manner as the original appointments.
- (e) Compensation; Expenses. Directors and alternates shall not receive compensation for service on the Board but shall receive reimbursement for necessary expenses, including travel incurred in connection with his or her services as a Director or alternate, with prior approval and pursuant to resolution of the Board.

(4) Meetings of the Board.

- (a) Regular Meetings. Regular meetings of the Board shall be held on the first Monday of every month with the exception of legal holidays, or at such other time as the Board may fix by resolution from time to time. No notice of any regular meeting of the Board need be given to the Directors.

- (b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.
- (c) Call, Notice and Conduct of Meetings. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of Sections 54950 et seq. of the California Government Code.
- (5) Minutes. The Secretary (as defined in Article II, Paragraph (3) hereof) shall cause to be kept minutes of the meetings of the Board, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and alternate and to each of the Agencies.
- (6) Voting. Each Director and each alternate shall have one vote. Said vote can only be exercised by the Director or alternate in attendance at the meeting and no alternate may vote if the Director for whom that alternate was appointed is in attendance at the time the vote is to be cast. In no event shall any Agency have more than one vote. Should any party elect to withdraw from the Consortium, such party shall no longer have a vote in any Consortium policy matter.
- (7) Quorum. A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings of the Board.
- (8) By-laws. The Board may adopt by-laws, rules and regulations for the conduct of its meetings or as are necessary for the purposes hereof.
- (9) Fiscal Year. The fiscal year of the Consortium shall be from July 1 of one year to June 30 of the following year, or any other twelve-month period hereafter designated by the Directors.
- (10) Executive Advisory Committee. The Consortium may establish the Executive Advisory Committee (the "Committee") of the Solano Safety Net Consortium. The Board shall appoint the members of the Committee and shall fill all vacancies on the Committee and shall establish procedures and regulations for the function of the Committee as the Board deems appropriate. The Committee shall perform such duties as are delegated by the Board.

- (11) Personnel. The Board shall be responsible for the regulation of all personnel activities, including but not limited to the selection, recruitment, discipline, and discharge of any Consortium staff. The Board may designate the Executive Director or another person to exercise the authority of the Board to perform any or all of the duties of this Section (11) and to take such action as is necessary and appropriate with regard to those duties.

## ARTICLE II

### OFFICERS AND EMPLOYEES

- (1) Chairman. The Consortium shall have a Chairman who shall be a Director and who shall be selected as Chairman by the Board and who shall perform the duties normal to said office. The Chairman may sign contracts on behalf of the Consortium and shall perform such other duties as may be imposed by the Board.
- (2) Vice-Chairman. The Consortium shall have a Vice-Chairman who shall be a Director and who shall be selected as Vice-Chairman by the Board. In the absence of the Chairman, the Vice-Chairman shall perform the duties of the Chairman and shall perform all duties normal to such office.
- (3) Secretary. The Consortium shall have a Secretary who shall be selected by the Board and shall perform all duties normal to such office.
- (4) Treasurer and Auditor. Pursuant to Sections 6505.5 and 6505.6 of the Act, the treasurer of one of the cities or the county treasurer or a certified public accountant shall be designated by the Board as the Treasurer/Auditor of the Consortium. The Treasurer/Auditor shall be the depository, shall have custody of all of the accounts, funds and money of the Consortium from whatever source, shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure strict accountability of all funds and reporting of all receipts and disbursements of the Consortium. As provided in Section 6505 and Section 6505.6 of the Act, the Treasurer/Auditor shall make arrangements with a certified public accountant for an annual independent audit of accounts and records of the Consortium.
- (5) Executive Director. The Board may appoint an Executive Director by a majority vote of the whole Board and may delegate authority to the Executive Director to execute

contracts approved by the Board and to perform any duties necessary and appropriate for the day-to-day management and operation of the Consortium.

- (6) Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer/Auditor shall have charge of, handle and have access to all accounts, funds and money of the Consortium and all records of the Consortium relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the Consortium.
- (7) General Counsel. The Board may appoint a General Counsel of the Consortium who shall provide legal advice and perform such other duties as may be prescribed by the Board.
- (8) Other Employees. The Board shall have the power to appoint and employ such other employees, consultants and independent contractors as may be necessary to accomplish the purposes of this Agreement.
- (9) Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the Consortium (other than any Director) as the Board shall from time to time deem appropriate.
- (10) Removal and Reappointment. Unless otherwise expressly stated herein, all officers of the Consortium shall serve at the pleasure of the Board. Nothing in this paragraph, however, shall authorize the Board to appoint or dismiss a Director or alternate with the exception of the At-Large Director and alternate.

### ARTICLE III

#### POWERS

- (1) General Powers. The Consortium shall exercise in the manner herein provided the powers common to each of the Agencies and necessary or appropriate to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Paragraph (5) of this Article III.
- (2) Designation as Community Action Agency. Upon approval by the Solano County Board of Supervisors, the Consortium shall be designated as the Community Action Agency (CAA) for Solano County. Such designation shall grant to the Consortium the power to seek grants and funding on a



County-wide basis. Any and all laws, rules and regulations that apply to CAAs shall apply to the Consortium, including, but not limited to, provisions of Government Code Sections 12750 through 12763, and as amended from time to time.

- (3) Specific Powers. The Consortium is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including, but not limited to, any or all of the following:
- (a) to provide oversight and coordination of homeless and safety net services to the residents of the Agencies;
  - (b) to serve as the conduit for safety net funding support;
  - (c) to administer such funds and make grants available to other non-profit entities for services to the homeless;
  - (d) to set policy and be the central agency for the oversight and technical assistance for the operation of homeless shelters, transitional housing, homeless assistance centers, community action councils and other safety net services;
  - (e) to make and enter into contracts;
  - (f) to set measurable goals, performance objectives and standards that must be met and achieved by groups under contract to the Consortium to deliver services to the homeless;
  - (g) to employ agents or employees;
  - (h) to manage, maintain, or operate any public facility or improvement;
  - (i) to sue and be sued;
  - (j) to incur debts, liabilities or obligations, provided that no such debt, liability or obligation shall constitute a debt, liability or obligation of any or all of the Agencies;
  - (k) to apply for, accept, receive and disburse grants, loans and other aid from any agency of the Federal Government, the State of California, any of the Agencies, or private funding sources;

- (l) to invest any money in the treasury pursuant to Section 6505.5 of the Act that is not required for the immediate necessities of the Consortium, as the Consortium determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
  - (m) to make and enter into agreements necessary to carry out the purposes of this Agreement;
  - (n) to carry out and enforce all the provisions of this Agreement; and
  - (o) to exercise any and all other powers as may be provided in the Act.
- (4) Restrictions on Exercise of Powers. The powers of the Consortium shall be exercised in the manner prescribed in the Act and shall be subject (in accordance with Section 6509 of the Act) to the restrictions upon the manner of exercising such powers that are imposed upon the Agencies.
- (5) Obligations of Consortium. The debts, liabilities and/or obligations of the Consortium shall not be the debts, liabilities and/or obligations of any or all of the Agencies.

#### ARTICLE IV

##### CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

- (1) Contributions. Each of the Agencies may, but are not required to:
- (a) make contributions from their treasuries for the purposes set forth herein;
  - (b) make payments of public funds to defray the cost of such purposes;
  - (c) make advances of public funds for such purposes, such advances to be repaid as provided herein; or
  - (d) use its personnel, equipment or property in lieu of other contributions or advances.
- (2) Accounts and Reports. The Treasurer/Auditor shall establish and maintain such funds and accounts as may be required by any applicable laws or regulations or good

accounting practice. The books and records of the Consortium in the hands of the Treasurer/Auditor shall be open to inspection at all reasonable times by representatives of the Agencies. The Treasurer/Auditor, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Agencies.

- (3) Funds. Subject to the applicable provisions of any instrument or agreement into which the Consortium may enter, which may provide for a trustee to receive, have custody of and disburse Consortium funds, the Treasurer/Auditor of the Consortium shall receive, have the custody of and disburse Consortium funds in accordance with generally accepted accounting practices, shall approve demands against the Consortium pursuant to Government Code Section 6505.5(e), and shall make the disbursements required by this Agreement or necessary to carry out any of the provisions or purposes of this Agreement.
- (4) Funds to Nonparticipating Agencies. Should any party elect to withdraw from the Consortium or should any Solano County city elect not to join the Consortium, such party's or city's status in future funding cycles for homeless and safety net services will not change as a result of membership or non-membership in the Consortium, with the exception that no such party or city shall receive any additional funds generated by the Consortium.
- (5) Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses, which shall include all expenses not included in any financing issue of the Consortium, prior to the commencement of each fiscal year.

#### ARTICLE V

##### TERM; DISPOSITION OF ASSETS

- (1) Term. This Agreement shall continue in full force and effect until terminated by a unanimous vote of the Board.
- (2) Disposition of Assets. Upon the dissolution of the Consortium, after paying or adequately providing for the debts and obligations of the Consortium, the remaining assets of the Consortium shall be distributed to the parties to this Agreement with the exception of Block Grant funds which shall be transferred to the successor CAA pursuant to the provisions of Article V, Paragraph 6 of this Agreement. If for any reason the parties to this

Agreement are unable or unwilling to accept the assets of the Consortium, said assets shall be distributed to the Federal Government, to the State of California or to any local government for public purposes.

- (3) Terminations. Any Agency may withdraw from its status as a party to this Agreement at the end of any given fiscal year provided that at such time said Agency has either discharged, or arranged for, to the satisfaction of the remaining members of the Board, the discharge of any pending obligation it has assumed hereunder, and further provided that written notice of intention to so withdraw has been served upon the Board and the Clerk of each Agency hereto no later than April 30th preceding the end of the fiscal year.
- (4) Continuation. The inclusion of additional parties to this Agreement or the withdrawal of some, but not all, of the parties to this Agreement shall not be deemed a dissolution of the Consortium nor a termination of this Agreement. The Consortium shall continue to exist and this Agreement shall continue in full force and effect so long as there shall be at least two parties to this Agreement.
- (5) One-Year Review. After the first year of operation of the Consortium, the legislative body of each party to this Agreement shall evaluate the effectiveness of the Consortium and shall determine whether the Consortium should continue to operate. Further, at any time, the Board of Directors may evaluate the effectiveness of the Consortium and shall determine whether the Consortium should continue to operate.
- (6) Community Action Agency. If the Consortium is dissolved, the County of Solano through the County Board of Supervisors shall be designated the CAA.

## ARTICLE VI

### GENERAL PROVISIONS

- (1) Notices. Any notices required by or given pursuant to this Agreement shall be in writing and shall be delivered to the Clerk of each of the Agencies at the address of the principal business offices of the respective Agencies listed in the introduction of this Agreement or at such other address as any Agency may specify in writing to the Consortium.

- (2) Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of California.
- (3) Headings. The article and paragraph headings contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope of any provision of this Agreement.
- (4) Consent. Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld.
- (5) Amendment. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of bonds issued by the Consortium or certificates of participation regarding payments to be made by the Consortium or the Agencies or by applicable regulations or laws of any jurisdiction having authority, by one or more supplemental agreements executed by all of the parties to this Agreement either as required to carry out any of the provisions of this Agreement or for any other purpose.
- (6) Enforcement by Consortium. The Consortium is hereby authorized to take any or all legal or equitable actions, including, but not limited to, injunction and specific performance, necessary or permitted by law to enforce this Agreement.
- (7) Severability. Should any part, term or provision of this Agreement be decided by any 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 parts, terms, or provisions of this Agreement shall not be affected thereby.
- (8) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Agencies, respectively. None of the Agencies may assign any right or obligation hereunder without the written consent of the other Agencies.
- (9) New Parties. Upon approval by the Board additional public agencies may become parties to this Agreement.
- (10) Execution in Counterparts. This Agreement may be executed on behalf of the respective Agencies in one or more counterparts all of which collectively shall constitute one document and agreement.

(11) Effective Date. This Agreement shall take effect upon execution by at least two of the listed Agencies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set above each of the parties.

Dated: \_\_\_\_\_

ATTEST

CITY OF FAIRFIELD

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF VACAVILLE

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF VALLEJO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST

CITY OF SUISUN CITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

//  
//  
//  
//  
//  
//  
//  
//