

# JOINT POWERS AGREEMENT

## TO ESTABLISH, OPERATE, AND MAINTAIN A BUSINESS SERVICES PROGRAM FOR THE SCHOOL DISTRICTS IN VENTURA COUNTY

THIS AGREEMENT is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, relating to the joint exercise of powers, between the public educational agencies of Ventura County signatory hereto, and also those which may hereafter become signatory hereto, for the purpose of operating an agency to be known and designated as "Ventura County Schools Business Services Authority" hereinafter designated as the "Authority".

### WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and

WHEREAS, the development, organization and implementation of such an Authority is of such magnitude that it is desirable for aforesaid parties to join together in the Joint Powers Agreement in order to accomplish the purposes hereinafter set forth; and

WHEREAS, the signatories hereto have determined that there is a need by public educational agencies for a cooperative business services program: and

WHEREAS, it has been determined by such signatories that a business services program is of value; and

WHEREAS, a cooperative business services program and adequately serve the needs of all of such signatories; and

WHEREAS, Title I, Division 7, Chapter 5, Article 1, of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for a cooperative business services program for their mutual advantage and concern;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC EDUCATIONAL AGENCIES, each of the parties hereto does agree as follows:

### 1. CREATION OF THE JOINT POWERS ENTITY

A joint powers entity, separate and apart from the public education agencies signatory hereto shall be and is hereby created and shall hereafter be designated as the Ventura County Schools Business Services Authority, hereinafter referred to as the "Authority".

### 2. FUNCTIONS OF THE AUTHORITY

- (a) The Authority is established for the purposes of administering this Agreement, pursuant to the joint powers provisions of the California Government Code, and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of a cooperative business services program for the public educational agencies who are members thereof.
- (b) The functions of the Authority are:
  - (1) To provide a cooperative business services program and system for business services for the members of the Authority and as such, to perform the financial administration and fiscal service including, but not limited to budget preparation, budget administration, fiscal monitoring, payroll services, accounts payable and receivable services, and report compilation.
  - (2) To enter into contracts related to the functions of a business office.
  - (3) To acquire, hold, and dispose of personal property.

- (4) To incur debts, liabilities, and obligations for such items as salaries, taxes supplies, utilities, equipment, rent and contracted services related to the functions of a cooperative business office.
- (5) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental entity that would relate to the purpose of this agreement.
- (6) To employ and dismiss personnel.
- (7) To sue and be sued in the name of the Authority.
- (8) To perform such other functions as may be necessary or appropriated to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.
- (9) To establish a prudent reserve for economic uncertainties.

### 3. POWERS OF THE AUTHORITY

Ventura County Schools Business Services Authority shall have the power and authority to exercise any power common to the public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of the Authority shall be subject to the restrictions upon the manner of exercising such powers by a public educational agency having the same status as the Somis Union School District of Ventura County, except as otherwise provided in this Agreement.

### 4. TERM OF THE AGREEMENT

This Agreement shall become effective on April 1, 1988. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws.

### 5. BYLAWS

- (a) The Ventura County Schools Business Services Authority shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and by such amendments to the Bylaws as are referred to said Bylaws shall be those set forth in Exhibit "A" as may be amended. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws and further agrees that the Authority shall be operated pursuant to this Agreement and said Bylaws.
- (b) Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. All amendments must be approved by two-thirds (2/3) of the members of the Board of Directors before the amendment shall become effective. Bylaw provisions, which fulfill the requirements of State law for the creation of this Authority, may not be deleted or amended in such a way as to conflict with State law. Such amendments shall be binding upon all members of the Authority. The effective date of any amendment will be on July 1 following adoption, unless otherwise stated.

### 6. MEMBERSHIP IN VENTURA COUNTY SCHOOLS BUSINESS SERVICES AUTHORITY

- (a) Each party to this agreement must be eligible for membership in the Ventura County Schools Business Services Authority as defined in the Bylaws and shall become a member of the Authority on the effective date of this Agreement, except as provided herein below. Each party which becomes a member of the Authority shall be entitled to the rights and privileges of, and shall be subject to the obligations of, membership as provided in this Agreement and in the Bylaws.
- (b) Upon the written approval of all (100%) of the members of the Board of Directors of the Authority, and school district that is not a party hereto but that desires to join the Authority created hereby may become a member hereof by executing a copy of this Agreement whereby said school district agrees to comply with the terms of this Agreement and of the Bylaws effective as of the date of execution.

### 7. WITHDRAWAL OR REMOVAL FROM MEMBERSHIP

- (a) Any party to this Agreement may voluntarily rescind this Agreement and terminate its membership in the Authority. Such termination of membership and rescission of this Agreement shall become effective subject to the conditions and in the manner and means set forth in the Bylaws.

- (b) Any party to this Agreement may at any time be removed from membership in the Authority by vote of two-thirds (2/3) of the members of the Board of Directors as provided by the Bylaws. Such removal from membership shall operate to terminate the Agreement as to such party.

#### 8. TERMINATION OF AGREEMENT

This Agreement may be terminated by a two-thirds (2/3) majority vote of the parties to this Agreement provided, however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Authority. Obligations remaining after disposition of assets shall be prorated to member districts based on the proportionate share of the members' costs as of the fiscal year ending prior to the termination of the agreement.

#### 9. DISPOSITION OF PROPERTY AND FUNDS

- (a) In the event of the dissolution of the Authority, the complete rescission or other final termination of this Agreement by all public educational agencies then a party hereto, any property interest or surplus moneys remaining in the Authority following a discharge of all obligations shall be disposed of as provided by the Bylaws.
- (b) In the even a member withdraws from this Agreement, any property interest of that member remaining in the Authority following discharge of all obligations attributable to that member and its officers and employees shall be disposed of as provided by the Bylaws.
- (c) "Obligations", as referred to herein, shall include, but not be limited to, all payments required by law, together with all reserves which have been established for the purpose of paying claims and related claim costs together with any other legal obligations incurred by the Authority pursuant to this Agreement.

#### 10. AMENDMENTS

This Agreement may be amended by written agreement signed by all parties to this Agreement; provided that if two-thirds (2/3) of the parties to this Agreement agree in writing to an amendment, the other parties must also agree to said amendment or they may be involuntarily terminated as parties to this Agreement as provided by the Bylaws.

#### 11. SEVERABILITY

Should any portion, term, condition, 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 be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby, so long as each member concurs.

#### 12. LIABILITY

- (a) Pursuant to the provisions of Sections 895, et seq., of the California Government Code, the members of the Authority are jointly and severally liable upon any liability which is otherwise imposed by law upon the Authority for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement.
- (b) The Authority shall insure itself, to the extent deemed necessary by the Board of Directors, against loss, liability and claims arising out of or connected with this Agreement.

#### 13. ENFORCEMENT

The Authority is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by the Authority and judgment is recovered again a member, the member shall pay all costs incurred by the Authority, including reasonable attorney's fees as fixed by the court.

#### 14. DEFINITIONS

Unless the context requires otherwise, the terms used herein shall have the following meaning:

- (a) "Authority" shall mean the Ventura County Schools Business Services Authority created by the Agreement.
- (b) "Board of Directors" shall mean the governing board of the Authority established by the Bylaws to direct and control the Authority.

- (c) "Employee" shall have the same meaning as provided by Part 1, Division 3.6 (Section 810 et seq.) of the California Government Code, as may be amended.
- (d) "Member" shall mean the school districts which belong to the Ventura County Schools Business Services Authority.
- (e) "Parties To This Agreement" shall mean the members of the Ventura County Schools Business Services Authority.
- (f) "Public Educational Agency" shall mean a school district.
- (g) "Reserves" shall mean that part of the member's contribution held by the Authority to make future business services payments as respects claims that have been incurred but are unpaid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below:

Signed by:

Briggs School District Superintendent, Dr. Alex Pulido

Mesa Union School District Superintendent, Dennis Convery

Santa Clara School District Board of Trustees Clerk, Shirley Diamond

Somis Union School District Superintendent, Dale Forgey

on April 5, 1988