



RESOLUTION No. 16-465

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE AN AMENDED AND RESTATED JOINT POWERS AGREEMENT (JPA) WITH SIERRA COUNTY CREATING THE NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

WHEREAS, pursuant to the provisions of Article 7, Chapter 3, Part 3 of Division 9 of the California Welfare and Institutions Code (Section 12300 et seq.) each county in the state is required to designate an entity or body to serve as the employer of records for purposes specified in the law, for providers of In Home Supportive Services (IHSS); and

WHEREAS, pursuant to the provision of Welfare and Institutions Code Section 12302.25, counties are entitled to establish regional agreements as a means of complying with the provisions of the IHSS law requirements for designation of an employer of record; and

WHEREAS, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code 9 (Section 6500 et seq.), two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties; and

WHEREAS, on April 23, 2002, Nevada County adopted Ordinance 2082, establishing the Nevada County In-Home Supportive Services (IHSS) Public Authority as the employer of record for IHSS providers, and subsequently adopted Ordinance 2112 on March 25, 2003, providing for the inclusion of the County of Sierra within the jurisdiction of the Authority and re-designating the Authority as a regional public authority to be known as the Nevada-Sierra Regional In-Home Supportive Services Public Authority; and

WHEREAS, on April 1, 2003, per Resolution 03-112, the Board of Supervisors approved the Joint Powers Agreement (JPA) with Sierra County creating the Nevada-Sierra IHSS Public Authority, establishing and designating a bi-county public authority as the employer of records for the IHSS providers, and on January 24, 2006, the Board approved Resolution 06-43 amending the Agreement to make minor substantive and grammatical changes; and

WHEREAS, the proposed Amended and Restated JPA renames and establishes the Authority as the "Nevada-Sierra Connecting Point Public Authority," also known informally as "Connecting Point," and expands the scope of community programs and services provided by the Authority, including the provision of social services to eligible participants; and

WHEREAS, upon execution of this Agreement, the Director of Social Services shall file this Agreement with the Secretary of State's Office and State Controller in compliance with applicable provisions of the California Government Code; and

WHEREAS, this Amended and Restated JPA shall be effective upon adoption by the Board of Supervisors of each of the two counties (Sierra and Nevada Counties).

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amended and Restated Joint Powers Agreement (JPA) with Sierra County Creating the Nevada-Sierra Connecting Point Public Authority, also known informally as "Connecting Point," be and hereby is approved in the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Joint Powers Agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of September, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____



Dan Miller, Chair

9/13/2016 cc: DSS*
AC*
Sierra County

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
CREATING THE NEVADA-SIERRA CONNECTING POINT
PUBLIC AUTHORITY**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT (“Agreement”) is executed in the State of California by and between the COUNTY OF NEVADA (“Nevada”) and COUNTY OF SIERRA (“Sierra”), (collectively, the “Parties”) under the laws of the State of California. This Agreement supersedes and repeals the Joint Powers Agreement creating the “Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority and Governing Board,” dated May 23, 2002 (“Original Agreement”), and subsequent amendments thereto, as set forth below.

RECITALS

WHEREAS, pursuant to the provisions of Article 7, Chapter 3, Part 3 of Division 9 of the California Welfare and Institutions Code (Sections 12300 et. seq.) each county in the state is required to designate an entity or body to serve as the employer of record for purposes specified in the law, for providers of In Home Supportive Services (IHSS); and

WHEREAS, pursuant to the provisions of Welfare and Institutions Code Section 12302.25, counties are entitled to establish regional agreements as a means of complying with the requirements for designation of an employer of record under provisions of the IHSS law; and

WHEREAS, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the California Government Code 9 (Section 6500 et seq.), two or more public agencies may, by agreement, form a Joint Powers Agency to exercise those powers and functions that are common to the contracting parties; and

WHEREAS, it is the desire and intent of the parties to establish a regional public authority which will serve as the employer of record for the IHSS providers within Nevada and Sierra Counties; and

WHEREAS, the County of Nevada has heretofore adopted Ordinance No. 2082, establishing the Nevada County In-Home Supportive Services Public Authority, as the employer of record for the IHSS providers; and

WHEREAS, the County of Nevada has adopted Ordinance No. 2112 amending Ordinance No. 2082 to include Sierra County within the jurisdiction of the Public Authority and re-designating the Public Authority as a regional public authority to be known as the Nevada – Sierra Regional In-Home Supportive Services Public Authority; and

WHEREAS, the County of Sierra has adopted Ordinance No. 940, establishing and designating the Nevada Sierra Regional In-Home Supportive Services Public Authority, as the employer of record for the IHSS providers; and

WHEREAS, on January 24, 2006, the Board of Supervisors of the County of Nevada passed and adopted Resolution No. 06-43 amending Resolution No. 03-112, approving an amendment to the Agreement, which amendment made changes to the Agreement while restating significant portions of the Agreement in its entirety; and

WHEREAS, the Parties wish to amend the Agreement to expand the scope of community programs and services provided by the Authority, including the provision of social services to eligible participants, and to rename the Public Authority as the “Nevada-Sierra Connecting Point Public Authority,” also known informally as “Connecting Point.”

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS

“Agreement” means this Joint Exercise of Powers Agreement, as the name now exists or as it may from time to time be amended by any supplemental agreement entered into pursuant to the provisions hereof.

“Authority” shall mean the Nevada-Sierra Connecting Point Public Authority, a Joint Powers Agency hereby established and created by the Agreement.

“Social Services” shall mean services that include but are not limited to assisting eligible customers find and secure employment and become financially self-supporting, as well as the provision of resource and referral information and services to assist individuals connect to community programs and services through various mediums, including but not limited to confidential phone service and online databases.

“Governing Board” or **“Board”** shall mean the governing body of the Authority.

“Fiscal Year” shall mean the period of twelve (12) months commencing on July 1st of any year.

“Government Code” shall mean the California Government Code.

“Joint Powers Law” or the **“Act”** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

“In-Home Supportive Services” (IHSS) shall mean the services and duties required under Welfare and Institutions Code Sections 12300 et. seq.

“Program” shall mean any service or lawful activity of the Authority.

ARTICLE 2
PURPOSES

This Agreement is entered into by the Parties in order that they may jointly comply with the requirements of the IHSS laws, including maintaining a bi-county public authority as the employer of record for the IHSS providers, facilitating the services as required by the IHSS law, and providing other social services to eligible recipients.

ARTICLE 3
TERM

This Agreement shall be effective upon adoption by the Board of Supervisors of the two counties. This Agreement shall remain in full force and effect until it is terminated by the consent of the parties hereto and upon the proper discharge of all legal obligations incurred or undertaken by the Authority.

Either party may terminate this Agreement by providing notice of the termination; which shall then be effective beginning July 1st of the following (fiscal) year, provided however, that notice of termination shall be given no less than nine (9) months before the effective date of the proposed date of termination, unless with mutual written agreement with all counties.

ARTICLE 4
CREATION OF THE AUTHORITY

Pursuant to the provisions of Welfare and Institutions Code Sections 12300 et. seq. the County of Nevada has adopted Ordinance No. 2112 providing for the inclusion of the County of Sierra within the jurisdiction of the Public Authority heretofore established by Nevada County Ordinance No. 2112 and re-designating the Public Authority as a regional public authority to be known as the Nevada – Sierra Regional In-Home Supportive Services Public Authority. The County of Sierra has adopted Ordinance No. 940 establishing the regional public authority as the Public Authority for Sierra County. It is the intent of the parties to this Agreement that the renamed Nevada-Sierra Connecting Point Public Authority also be deemed established pursuant to the joint powers laws of the State of California (Government Code Sections 6500 et. seq.). The Nevada-Sierra Connecting Point Public Authority (the “Authority”) shall be and is hereby designated as a public entity separate and apart from the parties hereto with such powers as are hereinafter set forth.

Upon the execution of this Agreement, the Director of the Nevada County Department of Social Services shall file this Agreement and the aforesaid ordinances of Nevada and Sierra counties with the Secretary of State’s Office in order to comply with applicable provisions of State law and to complete all legal proceedings necessary to bring the Authority into existence in Nevada and Sierra counties.

ARTICLE 5
INSURANCE AND LIMITATION OF LIABILITY

A. To the full extent permitted under State law, and specifically pursuant to the provisions of Government Code Section 6508.1, the debts, liabilities, and obligations, including employer-employee benefits and liabilities, of the Authority shall be its own and shall not be or constitute debts, liabilities and obligations of any of the member counties.

B. The Authority shall procure and maintain policies of general liability appropriate for the conduct of its business which insurance shall include provisions for coverage for the officers and directors of the Authority. All policies of insurance shall name the member counties as co-insureds.

ARTICLE 6
FUNDING OF THE PUBLIC AUTHORITY

A. In Home Supportive Services

In establishing the Authority, the Boards of Supervisors recognize that the funding of IHSS is the product of a complex relationship of Federal, State, and County financing, and that the ability of the Public Authority to operate and to negotiate the wages and benefits of the providers of IHSS is contingent upon the availability of adequate funding. Nothing in this Article is intended to require the member counties to appropriate or to transfer any funds for the operation of the Public Authority or for the payment of wages or benefits for In-Home Supportive Services personnel, except as expressly provided in an agreement between the Public Authority and the member counties, and the funds necessary to fund any obligation of the member counties has been appropriately provided for in the respective County's annual budget or in an amendment to such annual budget.

1. The total of all administrative costs, wages, and benefits proposed or established by the Public Authority shall not exceed the funding provided by the Federal, State and County allocations and shall not obligate the Public Authority to make any payments in excess of the funds appropriated to the Public Authority from such sources. No action by the Public Authority shall obligate the member counties to allocate funding in excess of the amounts expressly provided for in the collective annual budgets as adopted by the member counties. The Public Authority shall not establish a payment rate, including costs of wages, benefits, and operation until the Public Authority determines that the funds necessary for the payment rate are legally available.
2. The establishment and operation of the Public Authority or application of Government Code Section 3500 et seq. shall not result in payments from the general fund of the member counties beyond the amounts provided for in their respective annual budget, as amended from time to time.
3. The Public Authority shall utilize all available start-up funds pursuant to Welfare and Institutions Code Section 14132.95 and shall seek to maximize the benefit of any

available new or increased non-county matching Federal or State funds or other available grant or foundation funds.

4. The Public Authority shall provide the member counties with the expenditure information necessary for the respective counties to report to the California Department of Social Services in order to receive reimbursement for the State and Federal share of the Authority costs.
5. The Public Authority shall assist the member counties in developing and submitting the information and documentation necessary to obtain approval from the California Department of Social Services for the Public Authority's reimbursement rate and any rate adjustment.
6. The County of Nevada shall act as the fiscal agent for the Public Authority. The California Department of Social Services (CDSS) requests that the County of Nevada submit quarterly billings on behalf of the member counties (CDSS form SOC 448 submittal). The member counties shall submit appropriate billing information to the County of Nevada's Adult and Family Services Department by the 15th day of the month following the close of each quarter.
7. To cover the Public Authority's expenses and cash flow, the member counties shall advance the Public Authority funds on a quarterly basis based on the Public Authority's annual budget. Reconciliation between advances and actual expenses for quarters 1 and 2 will be made in quarters 3 and 4 respectively with a final reconciliation at the end of the fiscal year for quarters 3 and 4. Any reconciling adjustments will be reflected in the following fiscal year.
8. Payment for all services provided pursuant to this Article is contingent upon the appropriation of County, State and Federal funds for the purpose of providing IHSS.
9. Annually, the member counties shall provide funding to the Public Authority as follows:
 - a. The cost of the administration of the Public Authority shall be paid for from the funds provided to the Public Authority from the State and Federal funds that are annually allocated to the IHSS program. Additional funding shall be provided by the member counties as matching funds. The annual allocation of the administration expenses of the Authority shall be adjusted quarterly based on each county's percentage of IHSS hours worked in the previous quarter. A year-end adjustment will be made and each county's total contribution will be reconciled.

In the event that other counties request membership in the regional Public Authority, or in the event of unanticipated caseload shifts in any member county, this sharing formula may be revised as agreed by the member counties.

Said funding allocation shall be applicable only as to the administrative

expenses of the Public Authority and shall not apply to the funding for payment to the IHSS workers/providers. Funding for payment to the IHSS workers/providers shall be assessed to the member counties based on the direct allocation of the actual wages, benefits and associated expenses paid for services rendered within the respective jurisdictions of the member counties.

10. In recognition of the multi-county jurisdiction of the Public Authority, the Governing Board may, but shall not be required to, establish wages and benefits for IHSS providers based on such geographical, jurisdictional or other basis as the Board may deem appropriate, based on the funding available for such purposes. Prior to establishing wages and benefits on a geographical, jurisdictional or other basis, the Public Authority shall consult with the board of supervisors of the affected county or counties as well as with any county that contracts for services with the Public Authority.

B. Social Services

Funding for the Authority's provision of social services shall be based entirely on contractual agreements entered by and between the Public Authority and the entity for which the programs and services are to be provided, and shall be funded solely by the contracting entity, and shall not include funds designated for IHSS programs and/or services.

ARTICLE 7 POWERS AND FUNCTIONS OF THE PUBLIC AUTHORITY

A. The Public Authority shall have all of the powers common to the counties in California and all additional powers set forth in the joint powers law of the State of California and is hereby expressly authorized to do all acts necessary for the exercise of said powers. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. Pursuant to Government Code section 6509, the Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the County Members.

In accordance with the provisions of Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers as are established by law for general law counties.

B. Powers of the Governing Board:

1. The Board shall exercise all powers and conduct all business of the Public Authority, unless otherwise expressly provided by law;
2. The Board shall act as the policy making body of the Authority;
3. The Board shall annually adopt a budget of the Public Authority in compliance with state law;

4. The Board shall approve the execution of each contract or agreement to be entered into in the name of the Public Authority.
5. The Board shall prepare, review and update a strategic or other long-term plan for the Authority, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;
6. The Board shall appoint or hire staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes;
7. To incur debts, liabilities, and obligations;
8. To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities;
9. To sue and be sued in its own name, and to settle any claim against it;
10. To receive and use contributions and advances from member counties as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property;
11. The Board shall have such other powers and duties reasonably necessary to carry out the purposes of the Public Authority.

C. The Public Authority shall be the employer of record for collective bargaining purposes for the IHSS providers and shall comply with the provisions of the IHSS law pertaining to such employees. In addition the Public Authority shall carry out the following functions to implement the goals and objectives of Welfare and Institutions Code Section 12301.6, including, but not limited to:

1. The provision of assistance to recipients in finding In-Home Supportive Services personnel through the establishment of an Independent Provider registry;
2. The investigation of the qualifications and background of potential In-Home Supportive Services Independent Providers;
3. The establishment of a referral system under which In-Home Supportive Services personnel shall be referred to recipients;
4. The provision for training for providers and recipients;
5. The performance of any other functions related to the delivery of In-Home Supportive Services including that within 30 days of commencement of the operation of the Public Authority, the governing board shall develop a written

process to address consumer complaints regarding Public Authority services;

6. The assurance that the requirements of the personal care option pursuant to Subchapter 19, commencing with Section 1396, of Chapter 7 of Title 42 of the United States Code are met;
7. The adoption of rules and regulations for the administration of the Public Authority consistent with the provisions of this Article; and
8. The exercise of all powers, duties and functions as are prescribed by statute, ordinance of the Board of Supervisors and the Public Authority.

The following IHSS functions are expressly reserved to and shall be the sole responsibility of member counties within their respective jurisdictions

1. The Public Authority shall not be obligated to provide training directly, to pay for training provided privately or in the community, to pay for the providers' time spent in training, to accompany recipients to training, to pay for transportation to training or to pay for any materials required by the training. The Public Authority shall not be obligated to ensure that any provider or recipient attend or complete any training.
2. The Public Authority shall not be responsible for authorizing services for an IHSS recipient;
3. The Public Authority shall not be responsible for determining a recipient's need for IHSS, the level and quality of services required, and the eligibility of individuals to be served.
4. The Public Authority shall not be responsible for conducting the initial or any subsequent assessment of need for services.
5. The Public Authority shall not be responsible for terminating the recipient's participation in the IHSS program.

D. The Public Authority shall have the power to enter into agreements to be the contractual provider of social services to eligible customers.

ARTICLE 8

GOVERNING BOARD

The Nevada-Sierra Connecting Point Public Authority Governing Board shall govern the Public Authority. Initial membership on the Public Authority Governing Board shall be as follows:

A. Appointment by the Board of Supervisors The Governing Board of the Nevada-Sierra Connecting Point Public Authority shall be composed of a maximum of eleven (11) members

appointed by the Board of Supervisors of the two counties, as follows: Nevada County shall appoint 9 board members and Sierra County shall appoint one (1) member. Sierra County may appoint a second member, provided, however, if the seat for the Sierra County's second member remains vacant for more than sixty (60) days, the Sierra County Board of Supervisors shall appoint a member recommended by the JPA Board to serve the remainder of unexpired term of the vacant seat.

The Boards of Supervisors shall solicit recommendations for appointment of qualified members through a fair and open process, including reasonable written notice to, and affording reasonable response time from, members of the general public and interested persons and organizations. No fewer than 50 percent, or six individuals, of the membership shall be individuals who are consumers (current or past recipient of personal assistant services). The Board of Supervisors of the respective counties shall have sole authority to remove governing body members appointed from their counties, who may be removed at the will and pleasure of the Board of Supervisors.

B. Representative Capacity For purposes of Government Code Section 87103 and 2 Cal. Code of Regulations 18703.3, the persons appointed to the Public Authority Governing Board are appointed to represent and further the interests of the specific economic interest which an individual member is appointed to represent and each such person therefore does not have financial interests in decisions of the Public Authority that will have a material financial effect on such person or a member of his or her immediate family, distinguishable from its effects on the public generally.

C. Terms of and Limits on Service The initial board members shall be appointed for periods with staggered terms, as follows:

Three (3) members for one (1) year terms (two from Nevada, and one Sierra);
Four (4) members for two (2) year terms; (two from Nevada and one from Sierra);
Four (4) members for three (3) year terms. (from Nevada)

The respective Boards of Supervisors shall specify the term at the time of the initial appointments.

After the initial terms end, all terms shall be three-years.

D. Residency Qualified appointees must reside in their respective counties and have familiarity with, or knowledge of, personal assistance services, the capacity to understand their role to aid and assist the Public Authority in the administration of its duties; and the ability to attend regularly scheduled meetings, which shall occur only in facilities, which meet disability access requirements. Within the first ninety (90) days of being seated, the member of the Public Authority Board shall receive orientation and training regarding the functions and duties of the Public Authority, current issues related to delivery of IHSS, and the responsibilities of the Public Authority Governing Board. Each subsequent new member shall receive similar orientation and training from Public Authority staff within sixty (60) days of appointment.

ARTICLE A9
MEETINGS OF THE GOVERNING BOARD

- A. Initial Meeting: No later than forty five (45) days following the effective date of this Agreement the initial meeting of the Governing Board for the Public Authority, as reconstituted to include Sierra County, shall be called and convened. For the purpose of calling such meeting, the Public Authority shall prepare the initial agenda for the Governing Board and shall call and post such notices as are required under the Brown Act.
- B. Regular Meetings: Unless otherwise provided for by resolution adopted by the Public Authority Governing Board, regular meetings of the Governing Board shall be held on the fourth Friday of each month at 1:00 P.M., at such sites as may be established and published by the Governing Board.
- C. Minutes and Records: The Clerk of the Public Authority Governing Board shall provide for the keeping of minutes of regular and special meetings of the Board and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.
- D. Brown Act: All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950, et seq.
- E. Place of Business: The principal office for the transaction of the business shall be 466 Brunswick Road, Grass Valley, California.

ARTICLE 10
OFFICERS

The Governing Board shall elect from its membership a Chair, Vice Chair and Secretary/Treasurer of the Board, to serve for one-year terms. The Chair, or in his or her absence, the Vice Chair, shall preside at and conduct all meetings of the Board.

- A. The Secretary/Treasurer of the Public Authority, or his/her designee, shall serve as Clerk of the Authority's Board and shall perform all functions of the Secretary to the Authority Board.
- B. The Nevada County Auditor/Controller is designated as the Auditor of the Public Authority. The Auditor shall do all the following.
 - (1) Receive and receipt all money of the Public Authority and place it in the treasury of the County of Nevada so designated to the credit of the Authority;
 - (2) Pay when due out of money of the Public Authority any and all sums due from the Public Authority only on those claims audited and approved by the Public Authority on warrants of the Auditor of the Public Authority;

- C. The Nevada County Treasurer/Tax Collector is designated as the Treasurer of the Authority. The Treasurer shall do all of the following:
- (1) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.
 - (2) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or who has been designated by the agreement.
- D. The cost associated with the discharge of these duties by the Nevada County Auditor/Controller, the Nevada County Treasurer/Tax Collector, the Nevada County Clerk of the Board of Supervisors and any other Nevada County officer or employee shall be reimbursed to Nevada County as expenses of the Public Authority.
- E. The Nevada County Auditor/Controller and Nevada County Treasurer/Tax Collector shall serve as ex-officio officers to the Public Authority without additional compensation and shall serve under the official (fidelity) bonds in place as officers for the County of Nevada.

ARTICLE 11
STAFF

- A. Unless otherwise provided for by the Public Authority's Board of Directors, the staff of the Nevada County Department of Social Services shall assist the staff of the Public Authority.
- B. The Governing Board shall hire an Executive Director of the Public Authority who shall conduct the daily operations and business of the Public Authority, subject to such lawful directions as the full Board of the Public Authority may from time to time give to the Executive Director. The Executive Director of the Public Authority shall not be removed or reassigned except upon the majority vote of the full Nevada-Sierra Connecting Point Public Authority Governing Board.
- C. All direct and indirect cost associated with the discharge of these duties by the Nevada County Department of Social Services and any other Nevada County department, officer and/or employee shall be reimbursed to Nevada County as expenses of the Public Authority.

ARTICLE 12
ACCOUNTS AND RECORDS

- A. Annual Budget: The Public Authority shall annually adopt an operating budget pursuant to the requirements of state law.

- B. Funds and Accounts: The Public Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Nevada-Sierra Connecting Point Public Authority Governing Board and in keeping with the requirements of the federal and/or state government. So long as the state may require same, separate accounts shall be maintained for the services and programs provided in the participating counties. Books and records of the Public Authority shall be open to inspection at all reasonable times by authorized representatives of member counties. The Public Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505. The Public Authority may contract with the Auditor of the Public Authority for additional accounting services, as needed, except for the payroll of Public Authority employees.
- C. Annual Audit: Pursuant to Government Code Section 6505, the Public Authority shall either make or contract with a certified public accountant to make an annual fiscal audit of all accounts and records of the Public Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with the county auditor of each member County within twelve (12) months of the end of the fiscal year under examination. Costs of the audit shall be considered a general expense of the Public Authority (Government Code 26909)

ARTICLE 13
RESPONSIBILITIES FOR FUNDS AND PROPERTY

- A. Pursuant to Government Code Section 6505.1, the Executive Director of the Public Authority, and such other persons as the Governing Board may designate, shall have charge of, handle, and have access to the property of the Public Authority; provided however that the funds of the Public Authority shall be deposited with the Nevada County Treasurer/Tax Collector.
- B. The Public Authority shall secure and pay for a fidelity bond or bonds in an amount or amounts and in the form specified by the Governing Board covering all officers and staff of the Public Authority and all officers and staff who are authorized to have charge of, handle, and have access to property of the Public Authority.

ARTICLE 14
AUTHORITY PROCEDURES

Unless and until otherwise established by the Public Authority Governing Board, all ordinances, regulations and policies established by the County of Nevada pertaining to the manner of conducting County business, including but not limited to public contracting and the purchase of supplies and materials by the purchasing agent of the County, shall be deemed to apply to the Public Authority unless the context requires otherwise.

ARTICLE 15
TERMINATION AND DISTRIBUTION OF ASSETS

- A. In the event that this Agreement is terminated pursuant to the provisions of Article 3, the Public Authority shall remain in existence following the notice or agreement for termination, until the Public Authority has fully and properly discharge of all of its legal obligations. Any such termination of this Agreement and the existence of the Public Authority shall occur only at the end of a fiscal year, as adopted by the Public Authority; provided however, that the service and program responsibility may be terminated by the Public Authority and assumed by the counties at a mutually convenient time and the Public Authority shall remain in existence until all of its legal and fiscal matters and obligations are fully discharged.
- B. Upon cessation of all programs and services provided by the Public Authority and the completion of all contractual or other legal commitments entered into by the Public Authority, the property and other assets (if any) of the Public Authority shall be disposed of as follows, unless the disposition is otherwise controlled by applicable provisions of federal and/or state law:
- (1) First, all real or personal property given, loaned, or otherwise provided to the Authority by a member county shall be returned to such county without further consideration.
 - (2) Next, any remaining property or assets of the Authority shall be appraised and offered to a member county who may wish to acquire same for the appraised value. Any property not disposed of through the purchase by a member county shall be sold in accordance with the provisions of State law that govern the disposition of surplus property by a county.
 - (3) Lastly, any remaining cash shall then be distributed to the member counties in proportion to the ratio of their total payments, if any, to the Public Authority for any purpose for the preceding five years, and if no payments have been made, then by the ratio of the caseload in their respective counties.

ARTICLE 16
**LIABILITY OF THE BOARD OF DIRECTORS,
OFFICERS AND EMPLOYEES**

- A. The members of the Board of Directors, all officers, employees, and legal advisors of the Public Authority shall not be liable for any error in the exercise of their judgment and/or discretion or for any action or omission of their part, if in the performance of their duties and function on behalf of the Public Authority they use ordinary care and diligence.
- B. Pursuant to the provisions of the California Tort Claims Act (Government Code Section 810 et seq.), the Public Authority shall be required to indemnify, defend and hold harmless each and every director, officer and employee of the Public Authority

(including, but not limited to, staff from any member county that performs any service or function or provides any advice to the Public Authority on Public Authority business), from all claims, demands and lawsuits that may be filed against any such person stemming from the activities of the person in the course and scope of their employment and/or service on behalf of the Public Authority.



ARTICLE 17
AMENDMENTS

This Agreement may only be amended, in writing, by the adoption of a Resolution by the Board of Supervisors of each of the member counties.

ARTICLE 18
MISCELLANEOUS

- A. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- B. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.
- C. Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.
- D. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

Approved on this 13th day of September, 2016, by the Nevada County Board of Supervisors.

By 
Dan Miller, Chairperson
Attest: 

Approved on this 2nd day of August, 2016, by the Sierra County Board of Supervisors.

By 
, Chairperson
Attest: