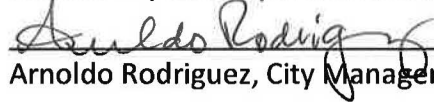


REPORT TO CITY COUNCIL

Approved by:



Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: March 6, 2019

Agenda Number: B-9

SUBJECT:

Consideration of a Resolution Approving the Madera County Arts Authority First Amended Joint Powers Agreement and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that City Council (Council) adopt a resolution approving the Madera County Arts Authority First Amended Joint Powers Agreement.

SUMMARY:

On April 18, 2018, the Council approved a Joint Powers Agreement (Agreement) with the County of Madera and the Madera Unified School District to form the Madera County Arts Authority (Authority). On January 28, 2019, the Authority voted to approve revisions to the Agreement and they are seeking approval from each of the member agencies.

DISCUSSION:

The purpose of the Authority is to enlighten the public as to the arts, and more specifically, to cooperatively provided for the development of an arts center in the City of Madera. The Agreement executed in April of 2018 establishes a structure for the organization and operation of Authority, defining its powers, officers, bylaws, and voting rights. The Agreement does not require any financial commitment from any member agency.

The existing Agreement specifies that the Board of Directors for the Authority shall be comprised of one representative each from the City, County, School District, Arts Council, and a public member residing in the unincorporated area. According to the Authority's bylaws, the public member is selected by the four other Board members. All Board members serve until their successors are appointed. The Board of Directors selects its officers (Chair, Vice Chair, etc.) and establishes their terms annually, with each officer limited to serving a maximum of two consecutive terms.

The Authority is requesting approval for two changes to the existing Agreement, both focusing on the structure of the Board of Directors, as follows:

- Section 3.01. A requirement that the at-large public member reside in the unincorporated area of the County is proposed to be amended to allow the at-large member to reside anywhere in the County.
- Section 3.02. A requirement that officers selected internally by the Authority be limited to two terms is proposed to be stricken, allowing officers to serve as many terms as deemed appropriate by the Board of Directors.

The changes proposed in the First Amended Agreement do not change the overall purpose or operational structure for the Authority. No objections to the changes have been identified.

FINANCIAL IMPACT:

No fiscal impact will result from approval of the First Amended Agreement for the Authority.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

An entire section of the Vision Plan is dedicated to "A Rich Cultural life". The references to supporting the arts are too many to be easily captured in this report, but may be briefly summarized as follows:

- Strategy 311. Public Arts Program. Establish a public arts program to express and honor Madera's diverse multicultural and ethnic backgrounds.
- Strategy 314. Provide facilities for all arts in Madera including performing, visual, musical, written and vocal.
- Strategy 315. Promote the Arts in Madera.

ALTERNATIVES:

As a member of the Authority, the City Council can choose not to amend the Agreement, leaving the existing language intact.

ATTACHMENTS:

1. Resolution
2. Madera County Arts Authority First Amended Agreement

ATTACHMENT 1

RESOLUTION NO. 19-__

**Resolution of the City Council of the City of Madera, California Approving the
Madera County Arts Authority First Amended Joint Powers Agreement and
Authorizing the Mayor to Execute the Agreement**

WHEREAS, on April 18, 2018, the Council approved a Joint Powers Agreement (Agreement) with the County of Madera and the Madera Unified School District to form the Madera County Arts Authority (Authority); and

WHEREAS, on January 28, 2019, the Authority voted to approve revisions to the Agreement and they are seeking approval from each of the member agencies; and

WHEREAS, the City has reviewed the proposed changes to the Agreement and found that they do not change the overall purpose or operational structure for the Authority.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Madera County Arts Authority First Amended Joint Powers Agreement, a copy of which is on file with the Office of the City Clerk and referred to for particulars, is approved.
3. The Mayor is hereby authorized to execute the First Amended Agreement on behalf of the City.
4. This resolution is effective immediately.

ATTACHMENT 2

**MADERA COUNTY ARTS AUTHORITY
FIRST AMENDED JOINT POWERS AGREEMENT**

THIS FIRST AMENDED JOINT POWERS AGREEMENT (“Agreement”) is made and effective as of _____, 2019 (the “Effective Date”) pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit A, in order to form the Madera County Arts Authority.

This Agreement is made to accomplish the following goals and purposes:

A. The Madera County Arts Authority’s goal is to enlighten the public as to the enhancement and benefits of artistic principles, including but not limited to:

- a. Expanding artistic awareness, participation and expression in all areas of the arts — visual, literary and performing;
- b. Help organize and increase private and public sector support for existing and new cultural and educational activities;
- c. Enrich school curricula by promoting the arts;
- d. Serve all generation and cultural groups through the arts;
- e. Develop public and private financial support for the arts;
- f. Help strengthen existing arts organizations;
- g. Provide assistance to individual artists; and
- h. Help coordinate local arts resources, including raising funds to promote art in public places.

B. The parties to this Agreement wish to cooperate to carry out the above purposes in addition to cooperatively seeking to provide for the development of an arts center in the City of Madera, serving the entire County of Madera and to develop a mechanism of its operation and maintenance.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article I: Definitions

Section 1.01— Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a)“Agency” shall mean an entity eligible to participate as a member of a Joint Powers Authority pursuant to Government Code Section 6500, *et seq.* of the Government Code (the “Act”).

(b) “Authority” shall mean the Madera County Arts Authority, being the separate entity created pursuant to the provisions of Government Code sections 6500 *et seq.* by this Agreement.

(c) “Board of Directors” or “Board” shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(d) “Committee” shall mean any committee established pursuant to Section 3.03 of this Agreement.

(e) “Fiscal Year” shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) “Days” shall mean calendar days.

(g) “General Members” shall mean those Members of the Authority more particularly identified as General Members on Exhibit A and which qualify for membership under the Act, and any agency that shall hereafter become General Members in accordance with the terms and provisions of this Agreement. Agencies requesting membership after the Effective Date of this Agreement and agree to be bound by the terms of this Agreement must be voted in by the Board consistent with Exhibit A and may then be designated General Members.

(h) “Members” shall mean the General Members

(i) “Parties” or “party” shall mean the Agencies that are General Members of the Authority and have executed this Agreement and any subsequent General Members joined in accordance with this Agreement.

(j) “Special Activities” shall mean activities that are consistent with the purpose of this Agreement, but that are undertaken by fewer than all the parties, in the name of the Authority pursuant to Section 3.07, so long as the special activities are not detrimental in any reasonable manner, to the Authority or one or more General Members, and have been approved by the Board, pursuant to Section 3.06.

Article II: Creation of Authority

Section 2.01—Creation.

The parties, pursuant to their joint exercise of powers under the provisions of Government Code sections 6500 *et seq.*, hereby create a public entity to be known as the “Madera County Arts Authority.”

Section 2.02—Term.

This Agreement shall become effective without further action by any party, upon the third (3rd) General Member executing this Agreement, and upon providing notice to the California Secretary of State as required by Government Code section 6503.5. This Agreement shall remain in effect until terminated by agreement of a majority of then participating General Members. Unless it is terminated, this Agreement shall remain in effect and be binding upon

the parties hereto and upon all subsequent parties joined herein for such a period as the Authority engages in any activities under this Agreement. Except as specifically provided in this Agreement, the foregoing provision shall not apply to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03—Purpose.

The purpose of this Agreement is to provide for the joint exercise of powers common to each of the General Members, through the Authority, to cooperatively provide for the development of an arts center in the City of Madera, serving the entire County of Madera and to develop a mechanism of its ongoing operation and maintenance

Section 2.04—Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers provided that said acts are duly adopted by the then seated Board of Directors and are consistent with this Agreement. Notwithstanding the foregoing, the Authority shall not have the power to control, limit or empower a Member's rights under this Agreement.

Article III: Internal Organization

Section 3.01—Governing Body.

The Authority shall be governed by a Board of Directors, that is hereby established and that shall be initially composed of one representative from each of the General Members, as shown on Exhibit A, one member of the Madera County Arts Council, and one at-large member who resides in Madera County.

A majority of the Board shall always consist of representatives from the General Members. Without amending this Agreement, the Board of Directors and at-large member composition may be altered from time to time to reflect the termination and/or admission of any new General Members and/or at-large members.

Each General Member shall select a representative, a first alternate, and a second alternate from its governing body, to serve as their Board Director. The term of each member of the Board of Directors and alternates so named shall be to serve until their respective successors are appointed. Unless the member is an elected official who is no longer in office. In such case, the alternate, or if the alternate is no longer in office, the second alternate, will become the representative until such time as the General Member designates new representatives. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director, including, without limitation, such Director's duties as a member of any Committee established pursuant to Section 3.03.

Section 3.02—Officers.

The Board of Directors shall, at its first meeting and thereafter at its first meeting following January 1 of each succeeding fiscal year, select Officers from among the Board of Directors. The Board shall select a Chair from among the Board of Directors who shall be the

presiding officer of the Board meetings. The Board shall select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The Board shall also select a Treasurer, who need not be a member of the Board of Directors but who shall qualify and satisfy the requirements set forth in Government Code sections 6505.5 and 6505.6. The terms of such Officers shall be established by the Board of Directors annually. The Board may, with cause, alter the appointments, from time to time, at its sole discretion by vote.

Section 3.03—Committees.

The Board of Directors shall determine the need for and may establish one or more committees from time to time. Each such Committee shall be comprised of representatives of the Board, shall exist for the term specified in the action establishing the Committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the various activities of the Authority. The Board may, with cause, alter the appointments, from time to time, at its sole discretion by vote.

Section 3.04—Employees; Consultants.

The Board of Directors may hire employees and consultants including engineers, accountants and attorneys, to provide services and advise to the Authority to accomplish the purposes of the Authority. The County of Madera will provide legal counsel to the Authority, at its own expense, for one calendar year (365 days) from the effective date of this Agreement.

Section 3.05—Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary and may address any matter, including, but not limited to financing, personnel and management of the Authority or any committee therein. Any proposed initial bylaws must be provided to the Board of Directors in writing for a period of not less than thirty (30) days prior to being considered for vote by the Board. Thereafter, proposed amendments to the bylaws must also be provided in writing for a period of not less than thirty (30) days prior to being considered for vote by the Board.

Section 3.06—Voting; Quorum.

(a) A quorum for the transaction of Authority business shall be a majority of the Board. Each Board Director (or in his/her absence alternate Director) shall be entitled to one vote. Any Board member abstaining from a vote shall be counted for purposes of determining the existence of a quorum.

(b) Any action by the Board of Directors shall require an affirmative vote of the quorum of the Board, except that a decision to terminate or dissolve the Authority requires a vote of the majority of the Members. Any vote to adopt or amend bylaws of the Authority also requires a vote of the majority of the Members.

Section 3.07—Meetings.

Meetings of the Board of Directors and any Committee (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as may be amended from time to time.

Section 3.08—Special Activities.

With the prior approval of the Board of Directors granted at a noticed public meeting, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, employees, and agents harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Activity.

Article IV: Financial Provisions

Section 4.01—Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02—Funds; Accounts.

(a) The Treasurer shall serve as the Fiscal Agent for the Authority unless otherwise directed by the Board. The Fiscal Agent shall be responsible for all money of the Authority from whatever source.

(b) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members.

(c) The Authority shall contract with a certified public accountant to make an audit of the accounts and records of the Authority, which shall be conducted in compliance with Section 6505 of the California Government Code. The Fiscal Agent shall have the right to reject any proposed certified public accountant. All costs associated with this Audit shall be the full responsibility of the Authority.

Section 4.03 — Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the Authority. Each such officer and person, including any selected Treasurer, shall file a bond in an amount designated by the Board of Directors.

Section 4.04—Budget.

By June of each Fiscal Year, the Board of Directors shall adopt a budget for the Authority for the ensuing Fiscal Year; provided, that except as provided in Section 4.05, the Authority shall not impose assessments or other charges on Members.

Section 4.05—Payments to the Authority.

(a) All fees, costs and expenses incurred by the Authority shall be funded (i) from voluntary contributions from third parties, (ii) contributions of the General Members, or (iii) grants or other funds secured by the Authority.

(b) No Member shall be bound, financially or otherwise, by any obligation, contract or activity undertaken by the Authority unless and except to the extent agreed upon in writing by the Member. Funding of other matters shall be through Special Activity agreements or as otherwise agreed to by the Members in writing. The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued.

Article V: Management

Section 5.01—Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more persons to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. Any person so engaged shall have such responsibilities as are set forth in the contract for services. All benefits, wages, salary, retirement, taxes or other obligation, economic or otherwise, shall be the sole obligation of the persons that are engaged.

Article VI: Relationship of Authority and Its Members

Section 6.01—Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507 and in furtherance of the terms of this Agreement, the Authority shall be a public entity separate and apart from the parties to this Agreement. Unless agreed to, and to the extent otherwise already agreed to herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02—Admission, Withdrawal and Termination of Members.

(a) Additional qualified parties may join in this Agreement and become General Members upon the approval of the Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement as if such entity had been an original signatory hereto.

(b) Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving written notice of its election to do so to the Chairman. The termination is effective on the 30th day following the notice of withdrawal, the “Effective Date of Withdrawal.”

(c) Upon withdrawal, the Member shall not be relieved of all obligations, if any, to pay costs or liabilities of the Authority that were incurred prior to the Effective Date of Withdrawal and the same shall survive until satisfied in full.

(d) In the event one Member refuses further participation under the Agreement, or is in breach of its obligations under this Agreement, such Member may be terminated by a vote of the Board of Directors, and upon termination it shall no longer be a member of the Authority, but will be subject to surviving duties and obligations.

(e) Upon the termination of a Member’s participation under Section 6.02(d), such former Member shall have no further obligations to the Authority, except that such Member shall not be relieved of any obligations for costs or liabilities of the Authority, if any, that were incurred prior to the vote terminating that Member’s participation under Section 6.02(d).

Section 6.03—Termination and Disposition of Property Upon Termination or Determination by Board of Directors of Surplus.

(a) This Agreement may be terminated upon the vote of more than one-half of the Members of the Authority.

(b) Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the Members of the Authority that contributed such monies in proportion to their contributions. The Authority shall prepare an accounting that describes the contributions recognized as being subject to distribution.

(c) The Board of Directors shall first offer any surplus properties, works, rights and interests of the Authority for sale to the Member entities and the sale shall be based on the highest bid. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good and adequate consideration.

(d) If the Authority is dissolved, all remaining funds, property and works will be divided evenly amongst the Member entities provided, however, any funds, property and works donated to the Authority by a specific Member entity shall be deeded back to or delivered to the specific Member entity if the Authority is dissolved.

(e) Each Member shall have the right, but not the duty, to participate in the defense of any action that may result in liability under this section. If the General Member(s) that are the party in the action that may cause liability under this section do not give notice to the General Members within five (5) business days of the service of the complaint that may result in liability, then the other General Members will not be subject to contribution under this section unless each individually chooses to accept such liability, in full or part.

Section 6.04 —Liability for Debts.

The Members do not hereby intend to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if any General Member(s) of the Authority is, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement, such Member shall be entitled to contribution from the other Members so that after said contributions each General Member shall bear an equal share of such liability.

Article VII: Miscellaneous Provisions

Section 7.01—Amendment.

This Agreement may be amended from time to time by action of the Board. Any proposed amendment(s) must be provided to the General Members in writing at least thirty (30) days before the amendment(s) is considered by the Board of Directors. Amendments to this Agreement shall become effective 60 days after Board approval.

Section 7.02—Severability and Validity of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

Section 7.03—Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the advance written consent of the Authority, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the

successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04—Execution in Parts or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile or electronic signatures shall be binding. The Authority shall hold all the executed versions of this Agreement and make them available as requested. The Authority shall maintain all public records as required by law.

Section 7.05— Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties hereto on Exhibit A of this Agreement, or to such other changed addresses communicated to the Authority and the Member entities in writing, and to such other entities that become Members.

Section 7.06—Insurance.

The Authority shall procure, carry and maintain commercial general liability insurance to include coverage for all operations of the Authority under this Agreement, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) explosion, collapse, and underground hazards; (e) personal injury liability; and (f) protective liability for impacts on the Parties' operations. The Authority shall provide the Commercial General Liability Insurance with limits determined by the Board. The Authority shall provide the policy with an endorsement for a general aggregate limit per project. Defense costs may not be included in said general aggregate limit. Should the Board directly employ any individuals as employees of the Authority, workers' compensation, employers' liability, and automobile liability will be obtained as determined by the Board. Should the Authority enter into any agreements for goods, services or projects, including construction projects, any said agreements must contain contractual transfer of risk provisions as approved by any legal counsel retained by the Authority.

Section 7.07—Defense and Indemnity.

The General Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims or other demands for money, action or inaction, regardless of how denominated, characterized or accrued. In addition, all personnel, labor, benefits, contract liability and insured tort liability shall be the sole liability of the Authority and not of one or more General Members.

Except for Special Activities as provided in Section 3.08 and disputes arising from Section 6.04, the Authority shall assume the defense of and indemnify and save harmless each Party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement, except to the extent the liability arises from the gross negligence or willful misconduct of the parties seeking indemnity.

Section 7.08—Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement, the parties involved shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the parties are unsuccessful in resolving such matter(s) through an informal meeting process within sixty (60) days of notice of such dispute/controversy, they shall attempt to resolve such matter(s) through mediation utilizing a commercially recognized alternative dispute resolution provider. If they are unable to resolve such matter(s) through mediation within ninety (90) days of notice of a request to mediate, they may attempt to settle such issue(s) by arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a request on the other parties by registered or certified mail with a copy to the American Arbitration Association.

The cost of the Arbitrator shall be deposited with the Arbitrator, and shall be borne equally by the parties agreeing to arbitration, based on the Arbitrator's estimate and shall be paid either in advance or as agreed prior to the date set for Arbitration. Each party shall bear their own attorneys' fees and costs.

All costs related to undertaking the rights set forth in this section shall be borne equally by the parties and shall be paid either in advance or as agreed. If a party does not pay as required the non-paying party shall lose its rights under this section.

Section 7.09—Conflicts of Interest.

The Authority shall adopt a conflict of interest policy.

Section 7.10—Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

* * * * *

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective board of directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

Dated: _____

CITY OF MADERA

By: _____

Its: _____

Dated: _____

COUNTY OF MADERA

By: _____
Chairman, Board of Supervisors

Dated: _____

MADERA UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

ATTEST:

Approved as to Legal Form:

By: _____
Clerk, Board of Supervisors

By: _____
Regina A. Garza, County Counsel

Exhibit A

**General
Members**

1. The City of Madera
2. The County of Madera
3. Madera Unified School District