

JOINT POWERS AGREEMENT

For the Operation of

CHAC

(Community Health Awareness Council)

THIS AGREEMENT is entered into pursuant to statutory provisions of the State of California, namely, Title 1, Division 7, Chapter 5, Article 1, Government Code, and provides for the joint exercise of powers among the following parties:

Los Altos, City of

Los Altos Hills, Town of

Mountain View, City of

Los Altos School District

Mountain View-Whisman School District

Mountain View-Los Altos High School District

and such other parties as may be eligible and who apply for participation in this Agreement as is provided hereinafter.

WITNESSETH:

WHEREAS, it is to the mutual benefit of the parties hereto and in the best public interest that said parties join together to establish an agency to accomplish the purposes hereinafter set forth; and

WHEREAS, the parties hereto find and determine that there is a serious problem among the youth and other members of the community concerning health abuse; and

WHEREAS, health abuse poses one of the most serious social and moral problems confronting society; and

WHEREAS, health abuse often results in anti-social behavior, in criminal activities, alienation of families, and degradation of the person; and

WHEREAS, the increase in health abuse has centered particularly among the young, for whom the parties to this agreement recognize a responsibility and entertain a strong desire to lead and educate as useful citizens; and

WHEREAS, the professional workers on probation, police department, county health department, school districts, and in the field of medicine attest to the immediacy of the need for a concerted community effort to identify and alleviate some of the causes inherent in health abuse and to assist with needed counseling; and

WHEREAS, the parties find and determine that the development of a forceful, effective recreational, educational, and community program is necessary to counter the growing pattern of health abuse and alienation of youth; and

WHEREAS, the State Legislature, under Part 3, Division 12, Chapter 6, Education Code, has authorized public authorities including counties, cities, and school districts to organize, promote and conduct programs and to establish projects contributing to the physical, mental, or moral development of the community; and

WHEREAS, the State Legislature under Sections 8751 and following of the Education Code, has authorized school districts to provide for the establishment of a comprehensive program on drug education, including the promotion of effective liaison between school and community involving parents, pupils, community health agencies, law enforcement agencies, and other concerned community groups; and

WHEREAS, the State Legislature under Part 2, Division 1, Chapter 9, Health and Safety Code, has expressed its concern over drug abuse as a public health and law enforcement problem and has provided for the development and coordination of county-wide community drug abuse programs for drug abuse control among local community mental health services, including the program contributions of educational institutions, health agencies, law enforcement, and other appropriate agencies;

NOW, THEREFORE, the parties mutually agree:

1. *TERM OF AGREEMENT.* The Agreement shall be effective and the Council shall be established upon the executive hereof by two or more parties as attested by the signatures and dates of execution hereof. As each successive party executes said Agreement, the provision shall be operative and effective as to said party from the date of said execution. The Agreement shall continue in effect until terminated as provided herein. Additional eligible entities may, from time to time, become party to this Agreement upon the approval of the Board of Directors.

2. *NAME OF AGENCY.* The parties hereto agree that an Agency, wholly separate and apart from the entities of the parties, be and is hereby created under the aforesaid provisions of law, and shall hereafter be designated as CHAC (Community Health Awareness Council, hereinafter referred to as "Council").

3. *CONTROL OF AGENCY.* The Council shall be under the control of a Board of Directors, hereinafter referred to as "the Board." The Board of Directors shall consist of one representative

3.1 The Board of Directors shall consist of one representative from each participating agency, appointed by the governing body of each agency. In addition, when representatives from not less than six (6) participating agencies shall have been appointed to the Board, the Board shall include representatives from the community who shall be selected by the representatives of the participating agencies. The number of representatives from the community shall be determined by the Board as it sees fit. Any later reduction in the number of participating agencies shall not affect the number of community members on the Board.

4. *NOTICES.* The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications and shall designate one of its members or its secretary as an officer for the purpose of receiving service on behalf of the Council.

5. *MEETINGS.* The Board may hold special meetings as it may determine and shall hold regular meetings at least once every two months. The date, hour, and place for each such regular meeting shall be fixed annually by resolution of said Board, which resolution shall be publicly posted for two weeks on the bulletin board regularly used for official notices by the Council.

5.1. An Annual Meeting of the Board shall be held in March for the purpose of selection of officers and the conduct of whatever other business of an organizational nature is necessary, in addition to consideration of the regularly scheduled items.

5.2. The Secretary of the Board shall cause to be kept minutes of its meetings, both regular and special, and shall promptly transmit to each of the parties hereto, and to such other persons as the Board may determine, true and correct copies of the minutes of such meetings, which shall be primarily a reflection of the actions taken by the Board.

6. *VOTING.* The presence of a majority of the Board of Directors shall be required in order to constitute a quorum necessary for the transaction of the business of the Board. No action of the Board shall be valid unless a majority of the Board concur therein by their votes.

7. *OFFICERS AND EMPLOYEES.* The Board shall elect a chairman and a vice-chairman from its members upon the occasion of its annual meeting.

7.1 The Board shall appoint the Executive Director of the Council who shall act as executive and administrative officer of the council, who may but is not required to serve as secretary of the Board, and who shall perform such other and further duties as may be determined by the Board. The Executive Director shall be an ex officio member of the Board but shall have no voting power on the Board.

7.2 The Board, for the achievement of the purposes herein, shall have the power to appoint any other officer, or officers, as it may deem necessary or appropriate.

7.3 The Board shall have the power to fix the duties, to fix and pay the compensation, and to regulate the reimbursement of expenses of all employees of the Council.

7.4 Nothing shall prohibit the Board, acting through its Executive Director, with approval of the Board, and within the constraints of the budget adopted in accordance with Section 11 hereof, from contracting for services of employees of parties hereto, or of other institutions and organizations, and reimbursing them for the costs, including salaries and fringe benefits, involved in providing such services. The provision, however, shall not prohibit individual participating agencies, with the approval of said Board of Directors, from exercising supervision and other management controls

including the defining of duties and responsibilities, for its own employees assigned by such agencies to carry out the purposes of this Council within the jurisdiction of the participating agency.

7.5 The members of the Board shall serve without compensation.

8. SCOPE OF POWER.

8.1. The Council shall be a community agency which shall serve as an organization and place where young persons or members of their family and such other persons as may be authorized by the Board may seek comprehensive services regarding health abuse and related problems. The Council shall develop and implement a vigorous total community awareness program to provide accurate information on health abuse and related problems to adults and youths. The Council will assist administrators, educational, religious, and community agencies with in-service training programs and materials. The Board shall have the power and authority to exercise any power common to the parties hereto and to exercise any power set forth in the California Government Code Section 6508, provided that the same are for the furtherance of the objectives of this Agreement as contained herein and in the recitals set forth above, and may, to the extent permissible thereunder, enter into contracts in its own name with persons and with public or private agencies, boards, and other entities all subject to the terms and conditions of this agreement. In the absence of its consent, no party to this Agreement, appointing power, or members of the Board shall be bound to provide any sum of money, property, or service of any kind to the Council. The Board shall have no power or authority to bind any of the parties to this Agreement to any debt, liability, or obligation in the absence of express written authorization from the party to be bound.

8.2 The Board shall adopt appropriate rules not inconsistent herewith for the orderly transaction of the business of the Council.

8.3 The Board shall have no power or authority to incur any obligation in excess of the amount appropriated to its use by the funding sources. The debts, liabilities, and obligations of the Board and the Council shall not become the debts, liabilities, and obligations of the parties to this Agreement unless expressly consented to by an individual party or parties, in which case such debts, liabilities, and obligations shall be imputed to that party or parties only.

9. *ADVISORY COMMITTEES.* The Board from time to time may establish or abolish one or more advisory committees to perform such functions as the Board may determine.
10. *INSURANCE.* The Council shall insure itself, the Board and the parties hereto, in a manner which the Board may determine, from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement.

11. *FUNDS AND EXPENDITURES.*

11.1 The Council shall receive and disburse funds for the operation of its program pursuant to budget approved by the Board and shall at all times maintain a complete and accurate system of accounting for such funds consistent with established accounting procedures and annual audit, as required by law for nonprofit organizations.

11.2 Each and every expenditure of Council funds shall be authorized by the Board through adoption of a budget. The Board will file annually with participating agencies a statement of estimated annual income and expenditures made during the prior fiscal year, in addition to a copy of projected budget for the forthcoming fiscal year (July 1-June 30).

11.3 Notice shall be sent by April 1st of each year to participating agencies advising what financial assistance, if any, will be needed from the agencies to carry on the program of the Council.

11.4 The Board shall have no power or authority to assess the parties to this Agreement for contribution of any kind whatsoever unless specifically approved by the governing bodies of the participating agencies.

12. *WITHDRAWAL OF PARTNERS.* The powers and authority of the Board shall continue until termination of this Agreement. Any party may withdraw from its status as a party to this Agreement by giving written notice no later than May 1, with such withdrawal to be effective on July 1 for the ensuing fiscal year. Upon withdrawal, the withdrawing party must discharge or arrange to discharge to the satisfaction of

the remaining parties any pending obligations it may have assumed hereunder. A withdrawing party will incur no liability for any obligation incurred after the date of submission of the notice of withdrawal provided for herein, provided withdrawal is accomplished on July 1.

13. DISPOSITION OF PROPERTY, EQUIPMENT, AND/OR FUNDS. In the event of the complete rescission, or other final termination of this Agreement, the property, equipment, and/or funds, following discharge of the all obligations due by the Council, shall be disposed of in the following manner:

13.1 Property contributed by the parties hereto shall be disposed of by sale or other disposition according to law, and the proceeds, in cash or by their fair market value in kind at the time of rescission or other final termination as aforesaid, distributed to the parties hereto in proportion to the contribution made by them. If the value of the property to be distributed exceeds the contribution by the parties, such excess shall be distributed, subject to the provisions of 13.2 and 13.3 hereof, to a nonprofit organization designated by majority vote of the Board.

13.2 Equipment shall be disposed of in accordance with 13.1, although specific items, if so designated in advance by a particular donor, shall be returned to said donor.

13.3 In accordance with Government Code Section 6512, surplus money, other than that obtained from the parties hereto, shall be returned in proportion to the contributions made by any and all donors or grantees whose funds might be within the budget of the Council at the time of the rescission.

14. AGREEMENTS. This Agreement may be amended at any time by the unanimous vote of all parties hereto.

15. 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 to be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as set forth hereinbelow:

**CONFIRMATION OF AGREEMENT
RELATING TO JOINT POWERS AGREEMENT
FOR COMMUNITY HEALTH AWARENESS COUNCIL**

The undersigned, all of the parties to the Joint Powers Agreement (the "JPA") relating to Community Healthy Awareness Council (the "Agency"), hereby confirm their unanimous vote and agreement as follows:

1. The new name of the Agency is CHAC.
2. The Executive Director of the Agency may but is not required to serve as the Secretary of the Board; the Board of Directors may create such offices and appoint such individuals to those offices as it sees fit.
3. The Board of Directors may determine the number of community member positions on the Board as it sees fit.
4. There is no longer an "alternate Director" arrangement.

This Confirmation shall be treated as an amendment to the JPA under Section 14 of the JPA, including effecting appropriate changes in Sections 2, 3.1, 3.2 and 7 of the JPA. Except as otherwise expressly stated in this Confirmation, nothing in this Confirmation modifies the JPA in any respect, and the JPA remains in full force and effect. The Confirmation may be signed in any number of counterparts, all of which shall be taken together as one instrument.

The Agency will take such steps as are appropriate to effect the amendments set out in this document.

CITY OF LOS ALTOS

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF LOS ALTOS HILLS

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MOUNTAIN VIEW

By: _____
Name: _____
Title: _____
Date: _____

LOS ALTOS SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOUNTAIN VIEW-LOS ALTOS UNION SCHOOL DISTRICT

By: Susan Sweetley
Name: Susan Sweetley
Title: Trustee, Board of Education
Date: 11/28/12

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CITY OF LOS ALTOS

By: _____
Name: _____
Title: _____
Date: _____

TOWN OF LOS ALTOS HILLS

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MOUNTAIN VIEW

By: _____
Name: _____
Title: _____
Date: _____

LOS ALTOS SCHOOL DISTRICT

By: Steph Taylor
Name: Steph Taylor
Title: Board Clerk
Date: 1-8-13

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOUNTAIN VIEW-LOS ALTOS UNION SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

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CITY OF LOS ALTOS

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MOUNTAIN VIEW

By: _____

Name: _____

Title: _____

Date: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF LOS ALTOS HILLS

By:  _____

Name: Rich Larsen

Title: Mayor

Date: November 19, 2012

LOS ALTOS SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MOUNTAIN VIEW-LOS ALTOS UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

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CITY OF LOS ALTOS

By: Marcia Somers

Name: Marcia Somers

Title: City Manager, City of Los Altos

Date: 2/14/13

TOWN OF LOS ALTOS HILLS

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MOUNTAIN VIEW

By: _____

Name: _____

Title: _____

Date: _____

LOS ALTOS SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MOUNTAIN VIEW-LOS ALTOS UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

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CITY OF LOS ALTOS

By: _____

Name: _____

Title: _____

Date: _____

TOWN OF LOS ALTOS HILLS

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MOUNTAIN VIEW

By: *Daniel H. Rich*

Name: *Daniel H. Rich*

Title: *City Manager*

Date: *4-18-13*

LOS ALTOS SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

MOUNTAIN VIEW-LOS ALTOS UNION SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY
CITY OF MOUNTAIN VIEW


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CITY OF LOS ALTOS	TOWN OF LOS ALTOS HILLS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
CITY OF MOUNTAIN VIEW	LOS ALTOS SCHOOL DISTRICT
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT	MOUNTAIN VIEW-LOS ALTOS UNION SCHOOL DISTRICT
By: <u></u>	By: _____
Name: <u>Craig A. Goldman</u>	Name: _____
Title: <u>Superintendent</u>	Title: _____
Date: <u>3/1/2013</u>	Date: _____

CITY OF MOUNTAIN VIEW

EXECUTED ON May 15, 1973 1973

APPROVED AS TO FORM:

By *Paul E. Pennington*
Title Mayor, City of Mountain View

[Signature]
City Attorney

LOS ALTOS SCHOOL DISTRICT

Executed on April 25, 1973

APPROVED AS TO FORM:

By *[Signature]*
Title President of the Board

[Signature]
Asst./Deputy County Counsel

MOUNTAIN VIEW SCHOOL DISTRICT

Executed on _____ 1973

APPROVED AS TO FORM:

By _____
Title _____

[Signature]
Asst./Deputy County Counsel

MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT

Executed on Oct 19, 1973

APPROVED AS TO FORM:

By *[Signature]*
Title President of the Board

[Signature]
Asst./Deputy County Counsel

WHISMAN SCHOOL DISTRICT

Executed on 11 1973

APPROVED AS TO FORM:

By _____
Title _____

[Signature]
Asst./Deputy County Counsel

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13.2 Equipment shall be disposed of in accordance with 13.1, although specific items, if so designated in advance by a particular donor, shall be returned to said donor.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as set forth hereinbelow:

CITY OF LOS ALTOS

Executed on April 3 1973

By [Signature]
Title Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

TOWN OF LOS ALTOS HILLS

Executed on April 25 1973

By [Signature]
Title Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

7/23/92

By action of the Board of Directors on 10/14/87, the name of the agency was changed to: "Community Health Awareness Council".

On 11/15/89, revised Constitution and By-Laws were adopted by the Board of Directors which incorporated the changed name.

On 1/19/90, a copy of the revised Constitution and By-Laws was sent to each of the JPA entities with a covering letter requesting their approval or dissent. No dissents were made known.