

CITY COUNCIL MEETING  
AUGUST 6, 1986

5

JOINT EXERCISE OF  
POWERS AGREEMENT FOR  
CENTER FOR MANAGEMENT  
DEVELOPMENT APPROVED

RES. NO. 86-113

CC-6

CC-34

The City's Public Works Department and Finance Department have been using the Center for Management Development for the training of their personnel for a number of years. The Center for Management Development was formed by cities who were interested in low-cost training for their employees. The Board of Directors of the Center has recently adopted a new cost allocation system and has rewritten the Joint Exercise of Powers Agreement giving all participating members Board representation.

Council adopted Resolution No. 86-113 approving the Joint Exercise of Powers Agreement for the Center for Management Development appointing the City Manager or his representative to the Board of Directors.



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

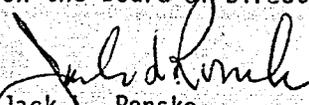
## COUNCIL COMMUNICATION

**TO:** City Council  
**FROM:** City Manager  
**DATE:** July 30, 1986  
**SUBJECT:** Joint Exercise of Powers Agreement for the Center for Management Development

**RECOMMENDED ACTION:** That the City Council adopt a resolution approving the Joint Exercise of Powers Agreement for the Center for Management Development and appointing the City Manager or his representative to the Board of Directors.

**BACKGROUND INFORMATION:** The City's Public Works Department and Finance Department have been using the Center for Management Development (CMD) for the training of their personnel for a number of years. The Center for Management Development was formed by cities who were interested in low-cost training for their employees. The City, for the past few years, has been an associate member and has paid approximately \$45 per training day. The Board of Directors of the Center for Management Development has recently adopted a new cost allocation system and has rewritten the Joint Exercise of Powers Agreement giving all participating members Board representation. The new cost will be \$40 per slot.

Other agencies participating in CMD, in addition to Lodi, are: Davis, Fairfield, Napa, Solano County, Vacaville, San Joaquin County, and Woodland. Previously, only Fairfield, Napa, Vacaville, and Davis were members of the Joint Powers Agreement. Other agencies were members as associates only, with no representation on the Board of Directors.

  
Jack A. Ronsko  
Public Works Director

Attachment

JLR/SB/ma

APPROVED:

  
THOMAS A. PETERSON, City Manager

FILE NO.

RESOLUTION NO. 86-113

A RESOLUTION APPROVING CENTER FOR MANAGEMENT DEVELOPMENT  
JOINT POWERS AGREEMENT

The City Council of the City of Lodi finds:

1. Membership by the City of Lodi in the Center for Management Development in accordance with the attached Joint Powers Agreement is hereby approved.
2. The attached Joint Powers Agreement wholly amends and replaces a former Joint Powers Agreement under which the Center for Management Development operated.
3. The City Manager is hereby appointed as the representative to the Board of Directors of the Center for Management Development.
4. The City Manager is hereby authorized to do all things necessary to implement the City's membership in the Center for Management Development.

Dated: August 6, 1986

I hereby certify that Resolution No. 86-113 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 6, 1986, by the following vote:

Ayes: Council Members - Hinchman, Olson, Pinkerton,  
Snider and Reid (Mayor)

Noes: Council Members - None

Absent: Council Members - None

*Alice M. Reimche*  
ALICE M. REIMCHE  
City Clerk

JOINT EXERCISE OF POWERS AGREEMENT  
CENTER FOR MANAGEMENT DEVELOPMENT

This Agreement, made and entered into by the undersigned, witnesseth:

WHEREAS, several public agencies in Northern California desire to establish an entity to contract to provide training services; and,

WHEREAS, under a prior agreement the City of Fairfield, Napa, Vacaville, and Davis had been undertaking the joint provision of training services through a joint powers authority called the Center for Management Development and now desire to wholly revise the agreement under which said Center for Management Development operated; and,

WHEREAS, it would be of benefit to the parties hereto, hereafter called "Participating Agencies," to avail themselves of the economies of scale of providing training services on a consolidated basis and the efficiencies of contracting for such services.

NOW, THEREFORE, the parties for and in consideration of the mutual promises and Agreement herein contained and the performance thereof, do agree as follows:

1. FORMATION OF AUTHORITY: This Agreement is made pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers, and is for the purpose of establishing an authority (which shall be known as the "Center for Management Development") that will contract with a public or private entity, or entities, to provide training services to the Participating Agencies. This agreement amends and wholly supersedes that certain prior agreement under which a Center for Management Development was formed.

2. DELIVERY OF SERVICE: The Authority may contract with a public (including but not limited to one or more participating agencies) or private entity for training services.

3. ADMINISTRATION: The Authority shall be administered by one of the Participating Agencies which shall serve under the direction and at the pleasure of a Board of Directors of the Authority (the "Board"). The Board shall be composed of one representative from each of the Participating Agencies.

4. MEMBERSHIP: Any City, County, or Special District in Northern California which may desire to join and receive service from the Authority may do so by executing this Agreement. All parties shall be bound by all terms and provisions of this Agreement as of the date of execution.

5. POWERS: The Authority shall have the power, in its own name, to make and enter into contracts to employ agents and employees, to acquire, hold and dispose of property, to incur debts, liabilities, or obligations of any or all of the parties to this Agreement. The exercise by the Authority of the power to sue or be sued in its own name shall be subject to the restrictions on the exercise of such power applicable to the undersigned. The Authority shall also have the power through the Board of Directors to establish By-laws consistent with this Agreement.

6. EFFECTIVE DATE: This Agreement shall become effective when entered into by any two agencies eligible for membership and shall continue in full force until dissolved pursuant to the relevant provision herein.

7. FINANCIAL INDEPENDENCE: The Authority shall be self-supporting, deriving its revenue from payments for services rendered to the Participating Agencies and others, grants-in-aid, gifts, or other sources recommended by the Board of Directors. Payment for services shall be apportioned among Participating Agencies on a method determined by the Board of Directors.

8. TREASURER: The City of Fairfield Finance Director shall initially act as Treasurer of the Authority and shall serve at the pleasure of the Board of Directors. The Board shall provide for reimbursement of the costs of serving as Treasurer of the Authority. The Treasurer, who shall have custody of all the money of the Authority from whatever source, shall establish a separate fund for all revenues and shall maintain a strict accountability of all income and expenses pertaining to this agreement. Only expenses of the Authority shall be proper charges against this fund. Decision to re-allocate financial resources of the Authority shall be determined by the Board of Directors. The accounting records shall be available for inspection by member agencies at any time during normal business hours. The City of Fairfield may terminate its role as Treasurer by provision of thirty (30) day advance written notice of withdrawal to the Board of Directors. All funds received by the Authority shall be strictly accounted for and the Treasurer shall make or contract for an annual audit of the accounts and records of the Authority as prescribed in California Government Code section 6505.

9. TERMINATION: Any party may withdraw from this Agreement by adoption of a resolution by its governing body, and by provision of not less than sixty (60) days prior to any July 1 of advance written notice of withdrawal to the Board of Directors. This Agreement and the Authority may be terminated effective not sooner than ninety days after adoption of a resolution to that effect by two-thirds of the public agencies participating in the Agreement; or, if there are only two such agencies, by either.

Upon termination of the Agreement, any Authority property acquired under this Agreement shall be distributed among the parties hereto as the Board of Directors may determine.

Upon termination of the Agreement, any surplus money in the possession of the Authority after the payment of all costs, expenses and charges validly incurred under this Agreement shall be returned to the parties in proportion to their respective contributions, to be determined by the Board of Directors at the time of termination.

10. AMENDMENTS: This Agreement may be amended at any time upon adoption of a resolution to that effect by two-thirds of all member agencies. If there are only two such agencies, amendments may be made at any time by unanimous consent.

11. SEPARABILITY: Should any part, term, portion or provision of this Agreement be deemed by the courts to be illegal or in conflict with any law on the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

12. SUCCESSORS: This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

Execution of this Agreement shall be indicated by resolution of the governing board of each Participating Agency, such resolution to be attached hereto in lieu of signature.