

Examples of JPA Provisions

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CREATION OF AUTHORITY

Creation of Authority

- **Example 1:** “There is hereby created pursuant to the Act a joint powers agency which will be a public entity separate from the parties to this Agreement and shall be known as the Monterey Peninsula Regional Water Authority. Within 30 days after the effective date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5, Within 10 days after the effective date of this Agreement, the Authority shall cause a statement of the information concerning the Authority, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the County Clerk for the County of Monterey, setting forth the facts required to be stated pursuant to Government Code section 53051(a).” (MPRWA)
- **Example 2:** “There is hereby created a joint powers public agency known as the Santa Rosa Regional Reclamation Authority (herein the “Authority”). For the purposes of this Agreement, the Authority is a public agency separate from its Member Agencies. Each Member Agency has the power to construct, operate, maintain, administer, and manage facilities for the collection, transmission, treatment, and disposal of wastewater, the reuse of treated wastewater, and wastewater byproducts for any beneficial purpose. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner hereinafter provided. Nothing contained in this Agreement shall obligate any Member Agency to participate in projects undertaken by any other Member Agency financed prior to the date of this Agreement, except for the Facilities defined in this Agreement. The Authority’s service territory is delineated in the map attached to this Agreement as Exhibit B.” (SRRA)
- **Example 3:** “There is hereby created the El Dorado Water and Power Authority to exercise powers and take actions in the manner set forth in this Agreement. The Authority shall be a public entity separate from the Parties. The exercise of any power or the carrying out of any act under this Agreement shall comply with the applicable laws of the State of California.” (EDWPA)
- **Example 4:** “There hereby is created a public entity separate from its Members, to be known as the "Chino Basin Desalter Authority" ("CDA"). The CDA is formed by this Agreement pursuant to the provisions of Article I, Chapter 5, Division 7, Title 1 commencing with Section 6500, of the Government Code of the State of California.” (CDA)
- **Example 5:** “There is hereby established pursuant to the Joint Exercise of Powers Act a joint powers authority which shall be a public entity separate from the parties to this Agreement. The name of such entity shall be the Sacramento Central Groundwater Authority. The boundaries of the Authority shall be as follows: on the north, the boundary shall be the American River; bounded on the south by the southern boundary of the Omochumne-Hartnell Water District; on the west by the Sacramento River and Interstate 5 and on the east by the Sacramento – El Dorado County line, as further and more precisely depicted in the boundary map, attached hereto and incorporated herein as Exhibit A.” (SGA)

Purpose of Authority

- **Example 1:** “Each Member has in common the power to study, plan, develop, finance, acquire, construct, maintain, repair, manage, operate, control, and govern Water Projects either alone or in cooperation with 'other public or private non-member entities. The purpose of this Agreement is to establish a public entity separate from its Members to jointly exercise some or all of the foregoing common powers, as deemed necessary by the Authority, to: (1) ensure the timely development, financing, construction, operation, repair, and maintenance of one or more Water Projects; and (2) ensure that the governance of such Water Projects includes representation that is directly accountable to the Cities' water users.” (MPRWA)
- **Example 2:** “The Authority shall own, operate, maintain, and administer the Facility utilizing revenues generated by the Facility, funds contributed by the Member Agencies, and loan proceeds and grants received from the federal and state governments.” (SRRA)
- **Example 3:** “The Authority is created to coordinate the exercise of those powers in a unified manner, to foster communications among the Parties of the issues that arise in the SMUD UARP proceedings or contemporaneously therewith, and to minimize the burdens of the SMUD Upper American River Project while maximizing its benefits for the Parties, their constituents, and the El Dorado County community as a whole. It is recognized that the Parties individually are participants in the SMUD UARP proceedings, and signatories to certain communications and negotiation protocols. As a consequence, any proposals, settlement offers, and/or negotiated settlement agreements involving the Authority will require separate approval of the affected Parties' governing boards.” (EDWPA)
- **Example 4:** “Each Member has in common the power to study, plan, develop, finance, acquire, lease, design, construct, maintain, repair, manage, control and dispose of the Facilities, either alone or in cooperation with other public or private entities, as provided in the Term Sheet and to purchase water from facilities owned and operated by other entities. The purpose of this Agreement is to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner herein set forth, in order to effectuate the purposes of the Term Sheet. Nothing contained in this Agreement shall obligate any Member to participate in projects other than with regard to the Facilities that may be undertaken by any other Member.” (CDA)
- **Example 5:** Example 5: “This Agreement is being entered into in order to establish a joint powers authority for the following purposes: to maintain the long-term sustainable yield of the North Area Basin; to manage the use of groundwater in the North Area Basin and facilitate implementation of an appropriate conjunctive use program by water purveyors; to coordinate efforts among those entities represented on the governing body of the joint powers authority to devise and implement strategies to safeguard groundwater quality; and to work collaboratively with other entities, including groundwater management authorities that may be formed in other areas of the County of Sacramento and adjacent political jurisdictions, to promote coordination of policies and activities throughout the region.” (SGA)

TERM

Term of Agreement

- **Example 1:** ““This Agreement shall become effective upon the execution by each of the Cities and shall remain in effect until terminated pursuant to the provisions of Article 15 (Withdrawal of Members) of this Agreement.” (MPRWA)
- **Example 2:** “This Agreement shall remain in effect and the Authority shall continue to fulfill its purpose and exercise its power for a period of ninety-nine (99) years from the Effective Date of this Agreement or until this Agreement is extended or terminated as provided for herein.” (SRRRA)
- **Example 3:** “The term of this Agreement shall be three years, unless otherwise terminated sooner pursuant to the terms and conditions herein.” (EDWPA)
- **Example 4:** “The CDA shall continue in existence until dissolved in accordance with the terms of this Article X.” (CDA)
- **Example 5:** “This Agreement shall remain in effect until terminated by one of the parties hereto pursuant to this section.” (SGA)

Dissolution/Termination

- **Example 1:** “This Agreement may be rescinded and the Authority terminated by unanimous written consent of all Members, except during the outstanding term of any Authority indebtedness.” (MPRWA)
- **Example 2:** “This Agreement may be extended or terminated by written consent of the Member Agencies evidenced by certified copies of resolutions of the Member Agencies’ governing boards.” (SRRA)
- **Example 3:** “Subject to the rights and obligations set forth in the Term Sheet, the CDA may be dissolved by a two-thirds (2/3) affirmative vote of the Board, or by the failure of a condition subsequent. The CDA shall not be dissolved until all debts and liabilities of the CDA have been eliminated.” (CDA)

Effect of Termination on JPA's Finances

- **Example 1:** “Upon termination of this Agreement, any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the Authority for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of Directors shall offer the property, works, rights, and interest of the Authority for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.” (MPRWA)
- **Example 2:** “Upon dissolution of the Authority, each Member Agency shall receive its proportionate (based on contribution) or otherwise defined (e.g. by agreement of the Member Agencies) share of the assets of the Authority (or the equivalent value thereof) within a reasonable amount of time after dissolution and each Member Agency shall contribute its proportionate or otherwise defined share towards the discharge of any enforceable debts or liabilities incurred by the Authority as the same appear on the books of the Authority.” (SRRA)
- **Example 3:** “In the event that the Authority is terminated or otherwise ceases to exist, Authority funds, including any interest earned on deposits, and property remaining after payment of all obligations, shall be returned to each Party in proportionate share with that Party's Contribution. All decisions of the Board of Directors of the Authority with regard to allocation of remaining funds and property upon termination or cessation shall be final.” (EDWPA)

Effect of Termination on JPA's Finances (Cont.)

- **Example 4:** “Upon dissolution of the CD A, any surplus funds on hand shall be returned to the then Members in proportion to the contributions made which proportion shall be defined as the then existing relative quantity commitments to purchase water from the CD A. plus the return of any property contributed by a Member to the CDA for use as part of the Facilities without payment by the CDA to that Member for such use. Upon an affirmative vote to dissolve in accordance with Section 10.3 above, the Board shall offer any Facilities, rights and interests of the CDA for sale to the Members at not less than Fair Market Value. In the event that two or more Members of the CDA wish to purchase any portion of the Facilities, the entity in whose service area the Facility is located shall have a priority right to purchase the Facilities. If the Facility is not located in the service area of any of the entities who wish to purchase it. then the Board will determine who shall be entitled to acquire the Facility by majority vote. If no such sale is consummated within a reasonable period of time, the Board shall then offer such Facilities, rights and interests for sale to any other third party for good and adequate consideration which shall not be less than Fair Market Value. The net proceeds from any sale shall be distributed among the then Members in proportion to the contributions made which proportion shall be defined as the then existing relative quantity commitments to purchase water from the CDA. The Members shall arrange for the salvage of any remaining Facilities.” (CDA)
- **Example 5:** “In the event of the termination of the Authority where there will be a successor public entity which will carry on the functions of the Authority and assume its assets, the assets of the Authority shall be transferred to the successor public entity. If there is no successor public entity which will carry on the functions of the Authority and assume its assets, the assets shall be returned to the parties hereto in proportion to the contribution of each party during the term of this Agreement. If there is a successor public entity which will carry on some of the functions of the Authority and assume some of its assets, the assets of the Authority shall be allocated by the governing board of the Authority between the successor public entity and the parties hereto.” (SGA)

MEMBERSHIP

Original Members

- **Example 1:** “The Members of the Authority shall be the City of Carmel-by-the-Sea, the City of Del Rey Oaks, the City of Monterey, the City of Pacific Grove, the City of Sand City, and the City of Seaside, as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.” (MPRWA)
- **Example 2:** “The Members of the CDA shall be the original Parties to this Agreement, including the IEUA as an ex-officio Member, and such other entities which execute an Amendment to this Agreement and each Amendment thereto, and which have not withdrawn from the CDA pursuant to the provisions of Article IX hereof.” (CDA)

New Members

- **Example 1:** “Any public agency (as defined by the Act) that is not a Member on the effective date of this Agreement may become a Member upon: (a) the approval of the Board of Directors by a supermajority of at least seventy (70) percent of the votes held among all Directors as specified in Article 8 (Member Voting); (b) payment of a pro rata share of all previously incurred costs that the Board of Directors determines have resulted in benefit to the public agency, and are appropriate for assessment on the public agency; and (c) execution of a written agreement subjecting the public agency to the terms and conditions of this Agreement.” (MPRWA)
- **Example 2:** “It is recognized that public agencies other than the original Member Agencies to this Agreement may wish to participate in the Authority. Additional public agencies may become members of the Authority upon such terms and conditions as established by the Board and the unanimous consent of the existing Member Agencies of the Authority, evidenced by the execution of a written amendment to this Agreement signed by all of the Member Agencies including the additional public agency.” (SRRA)
- **Example 3:** “Additional entities may become Members of the CDA upon such terms and conditions as may be provided by the Board with the consent of two-thirds (2/3rds) vote of the Board, and evidenced by the execution of a written Amendment to this Agreement by all Members, including the additional Member. The addition of new Members shall not affect any other rights of existing Members without the consent of all affected Members.” (CDA)
- **Example 4:** “Should circumstances change in the future, any person or entity may petition the parties hereto to amend this Agreement so as to add or delete representatives to the governing board to accurately reflect groundwater production within the boundaries of the Authority.” (SGA)

Ability of Members to Withdraw

- **Example 1:** “A Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days’ written notice to the Executive Director.” (MPRWA)
- **Example 2:** “Any Party may withdraw from this Agreement, subject to written notice submitted to each member of the Board at least one month prior to the effective date of the withdrawal. The membership of any Party which ceases to have the powers in common with the Parties to this Agreement shall terminate thirty (30) days after the occurrence of the requisite events specified in this section.” (EDWPA)
- **Example 3:** “Any Member Agency of the Authority shall have the right to withdrawal its membership upon serving written notice of its intention thereof on all other Member Agencies at least 120 days before the end of any fiscal year; provided, however, that no such withdrawal shall relieve the withdrawing Member Agency from financial obligations incurred by it under this Agreement.” (SRRA)
- **Example 4:** “Except as provided in Section 2.2 hereof with regard to SARWC, any Member may withdraw from the CDA at any time upon giving each of the other Members written notice 180 days prior to the end of the fiscal year; provided, however, any withdrawing Member shall be obligated for all liabilities and expenses of the CDA and its interim pre formation representative, JCSD, incurred prior to withdrawal, including any commitments to purchase water from the CDA and any other diminution of revenue caused by such withdrawal, unless those obligations are assigned and assumed.” (CDA)

Effect of Withdrawal

- **Example 1:** “Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Authority required of the Member pursuant to terms of this Agreement, and that were incurred or accrued prior to the effective date of such termination or Withdrawal, including without limitation those debts, liabilities and obligations pursuant to Sections 4.9, 4.10 and 13.4. Any Member who withdraws from the Authority shall have no right to participate in the business and affairs of the Authority or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Authority on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Authority shall not receive distributions in excess of the contributions made to the Authority while a Member. The right to share in distributions granted under this Section 15.3 shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Authority.” (MPRWA)
- **Example 2:** “Upon withdrawal of any Member Agency, the withdrawing Member Agency shall receive its proportionate (based on contribution) or otherwise defined (e.g. by agreement of the Member Agencies) share of the assets of the Authority (or the equivalent value thereof) within a reasonable amount of time after withdrawal and shall contribute its proportionate or otherwise defined share towards the discharge of any enforceable debts or liabilities incurred by the Authority as the same appear on the books of the Authority.” (SRRRA)
- **Example 3:** “In the event a Party withdraws from this Agreement or otherwise ceases to be a member, the Authority shall wind up and dissolve its affairs.” (EDWPA)

BOARD OF DIRECTORS

Formation of Board of Directors

- **Example 1:** “Each Member shall appoint one Director and one Alternate Director to the Board of Directors. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board, if the Director is present. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including votes on matters before the Board. Each Director and Alternate Director shall be appointed prior to the initial meeting of the Board, as set forth in Section 7.1.” (MPRWA)
- **Example 2:** “The Authority shall be governed and administered by a Board of Directors (“Board”). The Board shall consist of three (3) individuals (the “Primary Directors”), one each of which shall be appointed by Resolution by each Member Agency’s governing board. Each Member Agency’s governing board shall also appoint by Resolution one Alternate Director who shall serve and assume the rights and duties of the Primary Director when the Primary Director is unable to attend a Board meeting. Concurrently with the adoption of a Resolution authorizing the execution of this Agreement, each Member Agency shall designate and appoint, by resolution of its governing body, two persons to act as its Primary Director and its Alternate Director on the Board.” (SRRA)
- **Example 3:** “The Authority shall be governed by the Board of Directors. The Board shall be a sixteen member Board comprised of fifteen voting directors, and non-voting director(s) as follows. Voting Members: Each director of all three Boards shall have one vote. Non-voting Directors: A majority of the WATER AGENCY Board of Directors are also members of other participating Parties. As a consequence, any non-Party member of the WATER AGENCY Board shall be a member of the Authority's Board of Directors as a non-voting director. At the time of formation of the Authority, there is one non-Party member of the WATER AGENCY Board.” (EDWPA)
- **Example 4:** “The CDA shall be governed by a Board of Directors (“Board”) comprised of one representative from each Member of the CDA. The representative of IEUA, however, shall serve as the representative of an ex-officio Member only. Within thirty (30) days after the execution of this Agreement by all of the Original Members, each Member shall designate and appoint by resolution of its governing body, a representative to serve as a Director on the Board. Each Member also shall appoint an alternate Director to serve in the absence of the regular Director, to assume all rights and duties of the absent Director. Each Member shall give written notice to the CDA of the names of its Director and alternate Director.” (CDA)

Formation of Board of Directors (Cont.)

Example 5: “The governing body of the Authority shall be a Board of Directors of sixteen (16) members consisting of the following representatives who shall be appointed in the manner set forth in Section 7 of this Agreement:

- An elected member of the governing board or designated employee of each of the following public agencies: the City of Folsom, the City of Sacramento and the Sacramento County Water Agency.
- An elected member of the governing board of each of the following public agencies: the Carmichael Water District, the Citrus Heights Water District, the Del Paso Manor Water District, the Fair Oaks Water District, the Rio Linda/Elverta Community Water District, the Sacramento Suburban Water District, and the San Juan Water District.
- A member of the board of directors, or designee thereof, of each of the following private water purveyors or investor owned utilities: the Arden Cordova Water Company-California American Water Company, the Natomas Central Mutual Water Company and the Orange Vale Water Company.
- One representative of Agricultural Interests within the boundaries of the Authority.
- One representative of Commercial/Industrial Self-Supplied Water Users within the boundaries of the Authority.

The members of the governing board of the Authority shall be appointed as follows:

- The City of Folsom representative shall be appointed by the Folsom City Council.
- The Agricultural Interests representative shall be appointed by the County Board of Supervisors.
- The representative of Commercial/Industrial Self-Supplied Water Users shall be appointed by the Sacramento City Council.
- The Citrus Heights City Council shall appoint the representative of the Citrus Heights Water District.
- The Sacramento City Council shall appoint the representatives of the following entities: Arden Cordova Water Company, California-American Water Company, the City of Sacramento, Del Paso Manor Water District, the Natomas Central Mutual Water Company, and Sacramento Suburban Water District.
- The County Board of Supervisors shall appoint the representatives of the following entities: Carmichael Water District, Fair Oaks Water District, Orange Vale Water Company, Rio Linda/Elverta Community Water District, San Juan Water District and the Sacramento County Water Agency.

Prior to the appointment of the representatives of the entities described above, those entities shall submit a recommended appointment for their respective representatives to the appointing authority. The appointing authority shall give consideration to such recommendations, but shall retain the absolute discretion to appoint any person satisfying the criteria for appointment set forth in Section 5 hereof.” (SGA)

Powers/Duties of Board of Directors

- **Example 1:** “Subject to the provisions of the Act, the Board of Directors shall be the policymaking body of the Authority. The business and affairs of the Authority, and all of the powers of the Authority, including without limitation all powers set forth in Article 4 (Powers), are reserved to and, shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.” (MPRWA)
- **Example 2:** “All the power and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Member Agencies as set forth herein; provided, however, that the Board may delegate by Resolution such powers and authority to the Administrator as the Board deems appropriate.” (SRRA)

Requirements of Directors (i.e., public officials)

- **Example 1:** “Each Director and Alternate Director shall be an official elected to the governing body of the City he or she represents, and shall have been appointed by resolution of that City's governing body.” (MPRWA)
- **Example 2:** “Both the Primary Director and Alternate Director shall be an elected member of the governing board of the appointing Member Agency.” (SRRA)
- **Example 3:** “Any officer, employee or agent of the Board also maybe an officer, employee or agent of any of the Members. The public officer or officers or persons who have charge of, handle, or have any access to any money or property of the CDA shall be bonded, and the amount of their bond shall be designated and fixed in the budget for each fiscal year pursuant to Government Code § 6505.1. The Treasurer may be changed only by a two-thirds (2/3) vote of the Members, and only then if IEUA is not acting as a financial representative of the CDA for securing loans, grants, commercial paper or other funding for the benefit of the CDA.” (CDA)
- **Example 4:** “With the exception of the initial term of the representatives appointed by the City of Folsom and the City of Sacramento, the term of office of each member of the governing board the Authority shall be for a period of four (4) years. For the purpose of providing staggered terms of office, the term of the initial representatives appointed by the City of Folsom and the City of Sacramento shall be for a period of two (2) years. Thereafter, the term of office of each representative appointed by the City of Folsom and the City of Sacramento shall be for a period of four (4) years.” (SGA)

Term of Directors

- **Example 1:** “Each Director and Alternate Director shall . . . serve for a term of two years.” (MPRWA)
- **Example 2:** “Each Primary Director and Alternate Director shall hold office until their successor is selected.” (SRRA)
- **Example 3:** “Each Director and alternate Director shall hold office from the first meeting of the Board after the appointment of the Director or alternate Director until a successor is selected and qualified.” (CDA)
- **Example 4:** “With the exception of the initial term of the representatives appointed by the City of Folsom and the City of Sacramento, the term of office of each member of the governing board the Authority shall be for a period of four (4) years. For the purpose of providing staggered terms of office, the term of the initial representatives appointed by the City of Folsom and the City of Sacramento shall be for a period of two (2) years. Thereafter, the term of office of each representative appointed by the City of Folsom and the City of Sacramento shall be for a period of four (4) years.” (SGA)

Removal of Directors

- **Example 1:** “A Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the member that appointed him or her. No individual Director may be removed in any other manner, including by the affirmative vote of the other Directors.” (MPRWA)
- **Example 2:** “Primary Directors and Alternate Directors shall serve at the pleasure of the governing board of the appointing Member Agency and may be removed at any time, with or without cause, in the sole discretion of a Member Agency’s governing board.” (SRRA)
- **Example 3:** “Directors and alternate Directors shall serve at the pleasure of the governing body of their appointing Members and may be removed at any time, with or without cause, at the sole discretion of such governing body.” (CDA)
- **Example 4:** “Each member of the governing board shall serve at the pleasure of the appointing body and may be removed as a member of the governing board by the appointing body at any time.” (SGA)

Vacancies

- **Example 1:** “A vacancy shall occur when a Director resigns, or is removed by his or her appointing Member, or when he or she ceases to hold office on the legislative body of the Member that appointed him or her. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed by the Member. Members shall submit any changes in Director or Alternate Director positions to the Executive Director in writing and signed by an authorized representative of the Member.” (MPRWA)
- **Example 2:** “If at any time a vacancy occurs on the governing board, a replacement shall be appointed to fill the unexpired term of the previous representative pursuant to the provisions of Section 7 hereof within ninety (90) days of the date that such position becomes vacant.” (SGA)

Director Compensation

- **Example 1:** “No Director shall be compensated by the Authority for attendance at meetings of the Board or at any committee created by the Board. No member of a committee created by the Board shall be compensated for attendance at any meetings of that committee. Nothing in this section is intended to prohibit a Member Agency from compensating its representatives on the Board or on a committee for attending such meetings.” (SRRA)
- **Example 2:** “Members of the Board of Directors shall serve without compensation other than that approved and paid by the Party that the director represents. Reimbursable expenses of directors shall be the responsibility of the Party that the director represents.” (EDWPA)
- **Example 3:** “The CDA shall pay a stipend to the Members of the Board, including its ex-officio Member, in the amount of \$ 150.00 per meeting for a maximum of four meetings per year. In addition, a Director or alternate Director shall be reimbursed for reasonable expenses incurred in the conduct of the business of the CDA.” (CDA)

OFFICERS

Election/Appointment of Officers

- **Example 1:** “Officers shall be elected annually by, and serve at the pleasure of, the Board of Directors. Officers of the Authority shall be a President, Vice President, Secretary, and Treasurer. The Treasurer shall be appointed consistent with the Act. The Vice President, or in the Vice President’s absence; the Secretary, shall exercise all powers of the President in the President’s absence or inability to act. The President, the Vice President, and the Secretary must be Directors.” (MPRWA)
- **Example 2:** “The Board shall elect its own officers, which shall include a Chair, Vice-Chair, and a Secretary-Treasurer, all of whom shall be members of the Board. The Chair shall preside at all meetings of the Board, and shall exercise and perform such other powers and duties as may be assigned by the Board. The Vice-Chair shall perform the duties of the Chair in the absence or disability of the Chair, and shall have such other powers as the Board may prescribe.” (SRRA)
- **Example 3:** “The Board shall select a chair from among the directors who shall be the presiding officer at all Board meetings and a vice chair among the directors who shall serve in the absence of the chair.” (EDWPA)
- **Example 4:** “There shall be selected from the membership of the Board, a Chairperson and a Vice-Chairperson. The Board shall also appoint a Secretary who may be a Director. The Treasurer shall be the Treasurer of IEUA who shall serve in the combined office of Treasurer and Auditor.” (CDA)
- **Example 5:** “The governing board of the Authority shall elect a chair, a vice chair and such other officers as the governing board shall find appropriate.” (SGA)

Term of Officers

- **Example 1:** “Officers shall be elected at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. An Officer may serve for multiple consecutive terms.” (MPRWA)
- **Example 2:** “The officers shall hold office for a term of one year commencing on January 1st of each and every calendar year and may serve a maximum of two consecutive years before the rotation of the officer positions.” (SRRA)
- **Example 3:** “The terms of office of the chair and vice chair shall be set by the Board; provided, however, that the office shall be declared vacant if the person serving the Authority dies, resigns, or is otherwise no longer serving as a representative of the Party to which it is an appointed representative.” (EDWPA)
- **Example 4:** “The Chairperson, Vice-Chairperson, and Secretary shall hold office for a period of one year commencing January 1st of each fiscal year; provided, however, the first Chairperson, Vice-Chairperson and Secretary appointed shall hold office from the date of appointment to December 31st of the ensuing fiscal year.” (CDA)
- **Example 5:** “Such officers shall serve for a term of one (1) year unless sooner terminated at the pleasure of the governing board.” (SGA)

Removal of Officers

- **Example 1:** “Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by an affirmative decision of the Board.” (MPRWA)

Additional Officers

- **Example 1:** “General Legal Counsel shall be appointed by the Board and shall serve at the pleasure of the Board. Subject to the limits of the Authority’s approved budget, the Board shall also have the power to appoint and employ such other officers, consultants, advisors, and independent contractors as it may deem necessary or convenient for the business of the Authority all of whom shall serve at the pleasure of the Board.” (SRRA)
- **Example 2:** “The Board shall have the power to appoint such additional officers as it deems necessary.” (CDA)
- **Example 3:** “The governing board of the Authority shall appoint a treasurer, controller, clerk and legal counsel as it deems appropriate.” (SGA)

MEETINGS

Meeting Schedule

- **Example 1:** “The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board within the boundaries of the Members, and at such other times as may be determined by the Board.” (MPRWA)
- **Example 2:** “The Board shall meet at the Principal Office of the Authority or such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by Resolution adopted by the Board, a copy of which shall be provided to each Member Agency.” (SRRRA)
- **Example 3:** “The Board shall hold one regular meeting each month, and may provide for the holding of special meetings at more frequent intervals. The meetings will be held at the WATER AGENCY offices located at 3932 Ponderosa Road, Suite 200, Shingle Springs, California 95682. The date and hour upon which such regular meetings will be held shall be fixed by the Board.” (EDWPA)
- **Example 4:** “The Board shall meet at the CDA principal office or such other place designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board, with a copy of such resolution furnished to each Member. Regular meetings of the Board shall occur once every quarter, and the first meeting of the fiscal year shall occur within thirty (30) days of the beginning of the fiscal year. All meetings of the Board shall be adjourned, sine die or to a time and place certain, by a majority vote of the voting power present at the meeting.” (CDA)
- **Example 5:** “The Authority shall provide for regular and special meetings in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) or with any successor provision.” (SGA)

Special Meeting

- **Example 1:** “Special meetings of the Board of Directors may be called by the President or by four (4) or more Directors in accordance with the provisions of Government Code section 54956.” (MPRWA)
- **Example 2:** “The Board or the Administrator may call such special meetings of the Board at such time and place as determined by the Board and/or the Administrator.” (SRRA)
- **Example 3:** “The Board . . . may provide for the holding of special meetings at more frequent intervals.” (EDWPA)
- **Example 4:** “In addition to its four regular meetings, the Board may hold special meetings upon the written request of at least two-thirds (2/3) of the voting power of the Board.” (CDA)
- **Example 5:** “The Authority shall provide for regular and special meetings in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) or with any successor provision.” (SGA)

Conduct

- **Example 1:** “All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code sections 54950, et seq.). The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by applicable law.” (MPRWA)
- **Example 2:** “All meetings of the Board, including, without limitations, regular, adjourned regular and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code, Section 54950 et seq.).” (SRRA)
- **Example 3:** “All meetings of the Board shall be called, held, noticed and conducted subject to the provisions of the Ralph M. Brown Act, commencing with Section 54950, et seq. of the California Government Code.” (EDWPA)
- **Example 4:** “The Authority shall provide for regular and special meetings in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) or with any successor provision.” (SGA)

Rules of Conflict/Interest

- **Example 1:** “The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000-91014).” (MPRWA)
- **Example 2:** “The Board may adopt rules and regulations for, among other things, its meetings, including a conflict of interest code and a purchasing procedure. The Board may, from time to time, review and revise these rules and regulations as needed.” (SRRA)
- **Example 3:** “The Board may adopt from time to time such rules and regulations for the conduct of its affairs as it may deem necessary.” (CDA)

VOTING

Vote Apportionment

- **Example 1:** “Voting by the Board of Directors' shall be made on the basis of one vote for each Director, unless one or more Directors requests weighted voting. If weighted voting is requested, then each Director's vote shall be weighted proportionally to the amount of water delivered to Cal-Am customers Within each City, as determined on a three year running average. Accordingly, to determine the weighted vote for each Director, the annual average amount of metered water delivered by Cal-Am during the preceding three years to customers within each City shall be compared to the annual average of the total metered water delivered by Cal-Am during the preceding three years to customers within all of the Cities combined, and the resulting percentages for each City shall represent the weighted vote for each Director representing each respective City. A Director, or an Alternate Director when acting in the absence of his or her Director, may vote on all matters of Authority business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors.” (MPRWA)
- **Example 2:** “Each Member Agency shall have one vote.” (SRRA)
- **Example 3:** “Each Director shall have one vote.” (EDWPA)
- **Example 4:** “Unless otherwise provided herein, each Member, other than its ex-officio Member, shall be entitled to vote. A voting Member's vote shall be weighted according to the relative proportion that each Member's then existing firm commitment to purchase water bears to the total quantity of water then available for purchase from the CDA by all of its Members. However, any ex officio Member, shall be entitled to full access to all information provided to the Board, and entitled to full participation in deliberation of matters before the Board, but shall not be entitled to vote.” (CDA)

Vote Apportionment (cont.)

- **Example 5:** (a) Each member of the governing board of the Authority shall have one vote. With the exception of fiscal items as set forth in subsections (b) and (c) below, a majority vote of all members of the governing board is required to approve any item.

(b) Fiscal items related to the Administrative Costs of the Authority shall require approval by a double majority consisting of the following: a majority vote of all members of the governing board and a majority vote weighted according to the financial contribution of each Retail Provider, of Agricultural Interests, or of Commercial/Industrial Self-Supplied Water Users to the total administrative budget for the last complete fiscal year. The weighted vote of each member of the governing board shall be established and fixed annually at the time the Financing Plan for the administrative budget is adopted, and shall remain in effect throughout the succeeding fiscal year and shall apply to all votes on fiscal items related to the Administrative Costs of the Authority.

(c) Fiscal items related to Water Costs shall require approval by a double majority consisting of the following: a majority of all members of the governing board and a majority vote weighted on the basis of Water Production as defined in Section 2(d) hereof.

(d) For purposes of subsection (c) hereof, the weighted vote of the representative of Agricultural Interests and the Commercial/Industrial Self-Supplied Water Users representative shall be weighted on the basis of groundwater production by all such interests and users within the boundaries of the Authority, adjusted to reflect any differential rate which may be paid by a particular classification of water users; e.g., if each acre-foot of water pumped equals one vote and Agricultural Interests pump 100,000 acre feet, but pay only 20% of the per acre-foot assessment, fee or charge levied on other types of pumpers, the vote of the Agricultural Interests representative would be calculated at 20,000 votes.” (SGA)

Quorum

- **Example 1:** “A quorum of any meeting of the Board of Directors shall consist of a majority of the Directors appointed. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of a majority of Directors present, but no other business may be transacted. For purposes of this Article, a Director shall be deemed present if the Director appears at the meeting in person or telephonically; provided the telephone appearance is consistent with the requirements of the Ralph M. Brown Act.” (MPRWA)
- **Example 2:** “The majority of the Board shall constitute a quorum for the transaction of business; except that less than a quorum may adjourn from time-to-time.” (SRRA)
- **Example 3:** “A quorum of the Board for the transaction of business shall consist of a majority of all directors.” (EDWPA)
- **Example 4:** “For the purposes of transacting the business of the Board, a quorum shall consist of two-thirds (2/3) of the voting power of the Board.” (CDA)
- **Example 5:** “A majority of the members of the governing board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.” (SGA)

Threshold for Board Action

- **Example 1:** “Except as otherwise specified in this Agreement, all affirmative decisions of the Board of Directors shall require the affirmative vote of the majority of all appointed Directors (whether present or not), unless weighted voting is requested, in which case all affirmative decisions by the Board shall require the affirmative vote of the majority of the weighted votes held by all Directors (whether present or not), provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors, or total number of weighted votes, as applicable, that constitute a majority.” (MPRWA)
- **Example 2:** “The affirmative vote of a majority of the Board shall be required for the approval of any action except for the budget approval process, admission of new parties or an amendment of this Agreement all of which shall be governed by the approval process in Sections 3.1, 3.4, 7 and 8 below.” (SRRRA)
- **Example 3:** “ Except when this Agreement or applicable law imposes a higher standard, any action of the Board of Directors shall require the affirmative vote of eight directors.” (EDWPA)

EXECUTIVE DIRECTOR & STAFF

Executive Director

- **Example 1:** “The Board of Directors shall appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members.” (MPRWA)
- **Example 2:** “The Authority shall appoint, from time-time, when and as it deems appropriate, an Administrator for the purpose of managing the Facility, contracting for the construction, operation, and maintenance of the Facility and providing management and administrative services for the Authority. The Administrator shall serve in accordance with a written agreement with the Authority. A Member Agency and its staff may be appointed as the Administrator. The Authority shall make such an appointment by adopting a Resolution, a copy of which shall be provided to each Member Agency. Such a Resolution or a separate Resolution shall place a limitation on the Administrator in connection with any proposed expenditures of Authority funds as the Board deems appropriate and consistent with applicable law.” (SRRA)
- **Example 3:** “The General Manager of the WATER AGENCY shall act as the Executive Director of the Authority.” (EDWPA)
- **Example 4:** “The governing board of the Authority shall appoint an Executive Director who shall be responsible to the governing board for the proper and efficient administration of the Authority as directed by the governing board pursuant to the provisions of this Agreement or of any ordinance, resolution or order of the governing board.” (SGA)

Duties of Executive Director

- **Example 1:** “The Executive Director shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Authority. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws, if adopted.” (MPRWA)
- **Example 2:** “The duties of the Executive Director shall include representation of the Authority in activities and proceedings as authorized by the Authority or as necessary to promote its purpose, serving as staff to the governing Board of the Authority to coordinate ongoing operations and to develop and implement standards, policies and procedures consistent with the Board's direction, develop meeting agendas, meeting minutes, and publishing notices of meetings, provide reports to the Board as requested, and cause to have publicly posted the notices of meetings of the Authority in conformity with the Brown Act.” (EDWPA)
- **Example 3:** “The Authority shall appoint, from time-to-time, when and as it deems appropriate, an Administrator for the purpose of managing the Facility, contracting for the construction, operation, and maintenance of the Facility and providing management and administrative services for the Authority. The Administrator shall serve in accordance with a written agreement with the Authority. A Member Agency and its staff may be appointed as the Administrator. The Authority shall make such an appointment by adopting a Resolution, a copy of which shall be provided to each Member Agency. Such a Resolution or a separate Resolution shall place a limitation on the Administrator in connection with any proposed expenditures of Authority funds as the Board deems appropriate and consistent with applicable law.” (SRRA)
- **Example 4:** “In addition to any other duties which may be assigned, the Executive Director shall have the following authority: under the policy direction of the governing board, to plan, organize and direct all Authority activities; to authorize expenditures within the designations and limitations of the budget approved by the governing board; to make recommendations to and requests of the governing board concerning any matter which is to be performed, done or carried out by the governing board; to have the authority to appoint, discipline, assign and otherwise supervise and control the activities of any employees or contractors which may be hired or retained by the Authority; and to have charge of, handle and have access to any property of the Authority.” (SGA)

Staff

- **Example 1:** “The Executive Director may employ such additional full-time and/or part-time employees, assistants and independent contractors who may be necessary from time to time to accomplish the purposes of the Authority, subject to the approval of the Board of Directors. Employees of the Authority shall not be deemed employees of any Member. The Authority may contract with a Member or other public agency or private entity for various services, including without limitation those related to the Authority's finance, purchasing, risk management, information technology and human resources. A written agreement shall be entered between the Authority and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation the compensation, if any, that shall be made for the provision of such services.” (MPRWA)
- **Example 2:** “The WATER AGENCY shall provide a staff member to act as secretary, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. In addition, the Authority may employ such other employees or officers as it deems necessary to carry out the purposes of this Agreement.” (EDWPA)
- **Example 3:** “CDA shall have no full time staff. The Member who appoints the Director who serves as the Chairperson of the Board shall provide administrative staff support as needed by the CDA. The cost of this administrative staff time shall be borne by the Member who appoints the Director who serves as Chairperson.” (CDA)

Advisory Committees

- **Example 1:** “The Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Authority. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each committee shall include a Director as the chair thereof. Other members of each committee may be constituted by such individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such: committee shall have any authority to act on behalf of the Authority.” (MPRWA)

FINANCIAL

Liability

- **Example 1:** “In accordance with Government Code section 6507, the debt, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not the Members.” (MPRWA)
- **Example 2:** “The debts, liabilities, or obligations of the Authority shall be the debts, liabilities, and obligations of the Authority alone and not of its Member Agencies.” (SRRA)
- **Example 3:** “The debts, liabilities and obligations of the CDA shall be the debts, liabilities or obligations of the CDA alone and not of the Members, including ex officio Members. However, a Member separately may contract for, or otherwise assume responsibility for specific debts, liabilities, or obligations of the CDA, and no other Member then shall be liable therefore.” (CDA)
- **Example 4:** “The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the parties to this Agreement.” (SGA)

Indemnity

- **Example 1:** “Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Member, each Director, and any officers, agents and employees of the Authority for their actions taken within the course and scope of their duties while acting on behalf of the Authority. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Authority agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of: or are in any way attributable in whole or in part, to negligent acts or omissions of the Authority or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Authority.” (MPRWA)
- **Example 2:** “No voting or non-voting member, officer or employee of the Authority, or any member Party, its officers, directors, employees, and representatives shall be individually or personally liable for any claims, losses, damages, costs, injury or liability of any kind, nature and description arising from the actions of the Authority undertaken pursuant to this Agreement. To the extent permitted by law, the Authority shall indemnify, defend, and hold each of the Parties, their respective elective and appointive boards, officers, representatives, agents and employees harmless from any liability for damage or claims for damage for personal or real property injury of any type, which may arise or are alleged to have arisen from any of the Authority's operations, actions, or activities under the terms of this Agreement.” (EDWPA)

Accounting Practices

- **Example 1:** “The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Authority shall maintain strict accountability of all funds and report of all receipts and disbursements of the Authority.” (MPRWA)
- **Example 2:** “Full books and accounts shall be maintained for the Authority in accordance with practices established by, and consistent with, those utilized by the Controller of the State of California for similar public entities. The Authority’s Secretary-Treasurer shall comply strictly with the requirements of the statute governing joint powers authorities at Government Code, Section 6500 et seq.” (SRRA)
- **Example 3:** “Pursuant to Government Code section 6505.6, the COUNTY Auditor is appointed as Finance Officer and Auditor of the Authority. The COUNTY Auditor shall comply with the duties and responsibilities of the offices of treasurer and auditor as set forth in subdivisions (a) to (d), inclusive, of section 6505,5, as may now exist or as it may be amended from time to time. The Finance Officer shall serve a two-year term as the depository and have custody of all Authority funds from whatever source, and shall perform the following functions in accordance with applicable law. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered on all receipts and disbursements, at least annually. The books and records of the Authority shall be open to inspection by the public and the Parties. The Finance Officer shall either make or, upon the approval of the Board, contract with a certified public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted, at a minimum, in accordance with the requirements of the State Controller under section 26909 of the California Government Code, and shall conform to generally accepted auditing standards. The Authority shall provide the COUNTY reimbursement from an equal allocation to each participating Party for the services of the Finance Officer.” (EDWPA)
- **Example 4:** “Full books and accounts shall be maintained for the CDA in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Treasurer shall comply strictly with requirements for the statute governing joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code.” (CDA)
- **Example 5:** “The controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with Government Code Section 6505. The treasurer of the Authority shall be the depository and shall have custody of all money of the Authority from whatever source. The controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority or by its authorized representative pursuant to any delegation of authority adopted by the Authority. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.” (SGA)

Budget

- **Example 1:** “Within ninety (90) days after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the GSA for the ensuing fiscal year. In the event that a budget is not so approved, the prior year’s budget shall be deemed approved for the ensuing fiscal year, and any assessment(s) of contributions of Members approved by the Board during the prior fiscal year shall again be assessed on the Members in the same amount and terms for the ensuing fiscal year.” (MPRWA)
- **Example 2:** “At the first meeting of the Board, and annually thereafter in the month of March, a general operating budget, a non-operating budget, a capital project budget and specific project budgets shall be adopted by the Board. The budget shall be prepared in sufficient detail to constitute an operating outline for contributions to be made by the Member Agencies and expenditures to be made during the ensuing year for operation, administration, projects, programs, planning, study, and general operating reserves. The budget shall be adopted by unanimous approval of the Board. The Board shall include in the annual budget the operating capacity rights of each Member Agency.” (SRRA)
- **Example 3:** “The fiscal year of the Authority shall begin July 1 and end June 30. For each fiscal year, the Authority shall adopt a budget in accordance with applicable laws. Affirmative votes of eight directors representing a majority as set forth in Article V shall be necessary for a budget to be adopted. At the same time that a budget is adopted, the Authority shall establish the Contribution of each Party, if necessary. Each Party shall be responsible for the payment to the Authority of the Contribution which is set at the time of adoption of each budget.” (EDWPA)
- **Example 4:** “Within ninety days after the first meeting of the governing board of the Authority, and thereafter prior to the commencement of each fiscal year (defined as July 1 through June 30), the governing board shall adopt a budget for the Authority for the ensuing fiscal year.” (SGA)

Funding/Contributions

- **Example 1:** “For the purpose of funding the expenses and ongoing operations of the Authority, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors shall issue assessments for contributions by the Members to fund said account in the amount and frequency determined necessary by the Board. Assessments for Member contributions shall be made by each Member in proportion to the weighted vote. of each member as determined pursuant to Section 8.2, and therefore no Member shall be required to make contributions to the Authority in excess of that portion of each 'assessment that is equivalent to the weighted vote possessed by its Director. Such contributions shall be paid by each Member to the Authority within sixty (60) days of assessment by the Board.” (MPRWA)
- **Example 2:** “The contribution payment of each Member Agency to the Authority budget and/or project budget shall be due, payable, and delivered to the Authority within thirty (30) days after receipt of a billing therefor from the Authority. To the extent permitted by state law, unpaid and past due contributions shall bear interest at the legal rate of interest from the date due to the date paid.” (SRRA)
- **Example 3:** “The Authority shall incur no costs associated with the operation of the Authority except as authorized by separate action of the Party or Parties to whose benefit the costs are incurred.” (EDWPA)

Return of Contributions

- **Example 1:** “In accordance with Government Code section 6512.1, repayment or return to the Members of all or any part of any contributions made by Members and any revenues by the Authority may be directed by the Board of Directors at such time and upon such terms as the Board of Directors may decide provided that (1) any distribution shall be made in proportion to the contributions paid by each Member to the Authority, and (2) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Sections 13.2, shall be returned to the contributing Member, together with accrued interests at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Authority shall hold title to all funds and property acquired by the Authority during the term of this Agreement.” (MPRWA)
- **Example 2:** To the extent that any funds, or property in lieu of funds, received from any Member Agency are used for the acquisition or construction of facilities, the same shall be allocated annually on the books of the Authority to the credit of said contributing Member Agency. Upon termination or dissolution of the Authority, the facilities, and any funds in possession of the Authority at such time shall be distributed in kind or sold, and the proceeds of investments thereof distributed to the Member Agencies at the time of termination as their interest appear on the books of the Authority. Unless the Member Agencies mutually agree otherwise, any assets assigned or transferred to a Member Agency shall be assigned or transferred free and clear of all encumbrances and liens of any kind.” (SRRA)

Issuance of Indebtedness

- **Example 1:** “The Authority may issue bonds, notes or other forms of indebtedness, as permitted under Sections 4.9 and 4.10, provided such issuance be approved at a meeting of the Board of Directors by unanimous vote of the Directors as specified in Article 8 (Member Voting).” (MPRWA)

GENERAL

Amendments to JPA

- **Example 1:** “This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.” (MPRWA)
- **Example 2:** “This Agreement may be amended only by the unanimous approval of all of the Member Agencies.” (SRRA)
- **Example 3:** “This Agreement may be amended only by an affirmative vote of the governing boards of each Party.” (EDWPA)
- **Example 4:** “This Agreement may be amended upon written approval of any Amendment by all Members. The approval by a Member of an Amendment to this Agreement shall not be effective until a certified copy of the resolution of the governing body of such Member is filed with the Secretary of the CDA, together with a fully executed original of such amendment.” (CDA)
- **Example 5:** “This Agreement may only be amended by the affirmative vote of the governing bodies of all of the parties hereto.” (SGA)

Assignment

- **Example 1:** “Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.” (MPRWA)
- **Example 2:** “The Member Agencies shall not assign any rights or obligations under this Agreement without the written consent of all the Member Agencies. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties to this Agreement.” (SRRA)
- **Example 3:** “The rights and duties of a Party to this Agreement may not be assigned or delegated without the advance written consent of the Parties, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void.” (EDWPA)
- **Example 4:** “A Member may assign its rights under this Agreement subject to the following conditions:

Assignments to Members. A Member may assign its right to another Member upon approval by majority vote of the Board, which approval shall not be unreasonably withheld.

Assignments to Non-Members. A Member may assign its rights and obligations under this Agreement to entities other than a Member upon prior approval by majority vote of the Board, which approval shall not be unreasonably withheld. However, the CDA and each individual Member shall have a right of first refusal to assume the assigning Member's rights and obligations under the same terms and conditions negotiated by the assigning Member.

- As between CDA and any Member, CDA shall have first priority right to exercise the right of first refusal. If the CDA declines to exercise this right, then any individual Member may exercise this right.
- In the event that two or more Members wish to exercise this right of first refusal then the Board will determine which Member shall be entitled to exercise this right by a majority vote of the Board.
- The Member proposing the assignment shall not be permitted to vote on the question of the approval of the assignment, but may vote on the question of who shall be entitled to exercise the right of first refusal.
- The voting rights of the assignee under this Agreement shall be determined in the sole discretion of CDA as provided in Section 9.4.” (CDA)