

VECTOR CONTROL JOINT POWERS AGENCY  
JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers **Agreement**, as amended, dated for convenience this 1st day of July, 1999, is made and entered into in the State of California by and among the participating **Member Districts**, as defined.

RECITALS

WHEREAS, California Government Code Section 6500, et seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line broker, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the districts which are parties to this **Agreement** desire to join together with other districts in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said districts; and

WHEREAS, the Vector Control Joint Powers Agency, a public entity, was created by an initial joint powers agreement dated June 1, 1979, among the various districts; and

WHEREAS, said participating districts have determined that it is appropriate and in the public interest to make certain changes and additions to this **Agreement** which will provide clarification and will permit the **Agency** to offer **Joint Protection Programs** of pooled **self-insurance** to its membership; and

WHEREAS, it is considered necessary to amend the **Agreement** by rewriting the document in its entirety to make the clarifications and changes which are required to accomplish this purpose; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the participating districts by resolution of the governing boards of districts;

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the districts, each of the districts which are parties hereto does hereby adopt this amended **Agreement**, dated July, 1999, and the revised Bylaws of the Vector Control Joint Powers Agency, which do hereby concurrently supersede that certain **Agreement** creating the **Agency**, dated June 1, 1979, all amendments thereto, and the Bylaws adopted pursuant thereto.

## ARTICLE I DEFINITIONS

The words or phrases in this document, which are in bold print, are defined in the Bylaws of Vector Control Joint Powers Agency.

## ARTICLE II PURPOSES

This **Agreement** is entered into by **Member Districts** in order to jointly fund and develop **Joint Protection Programs** to provide indemnification for various losses experienced by the **Member Districts**. These **Joint Protection Programs** shall be provided through pooled funding arrangements, the purchase of **insurance** coverages, or a combination thereof. These **Joint Protection Programs** shall also seek to reduce the amount and frequency of losses through strong safety and loss control measures and the use of good risk management practices. Programs shall be implemented to decrease the cost incurred by **Member Districts** in the handling and litigation of **claims**. These purposes shall be accomplished through a joint exercise of powers by **Member Districts** pursuant to the terms of this **Agreement** and by the creation of this separate public entity Joint Powers **Agency**.

## ARTICLE III CREATION OF JOINT POWERS AGENCY

- A. Pursuant to Section 6500, et seq. of the California Government Code, the **Agency** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers agency shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.
- B. It is the express understanding of all parties that the **Agency** created originally on or about July 1, 1979, is the same **Agency** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.
- C. The **Agency**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, and other documents duly adopted by the **Agency**.

ARTICLE IV  
PARTIES TO AGREEMENT

- A. Each district which has applied to and been accepted as a member of the **Agency** is a party to the Joint Exercise of Powers **Agreement**. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the respective Boards of Trustees of the **Member Districts** have adopted this amended **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Agency** and with all other districts which have signed this **Agreement** and, in addition, with each district which may hereafter be added as a party to and may sign this **Agreement**. Each district which has or may hereafter sign this **Agreement** also certifies that the deletion of any district from the **Agency** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member District's** intent to contract as described above with the then-remaining **Member Districts**.
- B. Each district which is a member of the **Agency** at the time this amended **Agreement** is adopted by two-thirds (2/3rds) of the **Member Districts**, certifies that it intends to and does hereby contract with the **Agency** and with all other districts which have signed the original **Agreement** in force prior to these amendments being adopted, and in addition, with each district which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V  
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Agency**, a district must be a district which is duly organized and existing under the laws of the State of California, pursuant to the Mosquito Abatement District/Vector Control District Law (Health and Safety Code Sections 2200 - 2406) or the Pest Abatement District Law (Health and Safety Code Sections 2800 - 2930), and must be approved for participation in the **Agency** in the manner provided by the Bylaws.

B. SUCCESSOR

1. Should any **Member District** reorganize in accordance with the statutes of the State of California, the successor or successors in interest, if a member of the **Association**, may be substituted as a **Member District** upon adoption of a resolution declaring its intention to succeed to the predecessor's interest in the **Agency** and approval by the **Agency Board**.

2. After any local government change of organization or reorganization, including, but not necessarily limited to, a dissolution, merger, or consolidation, which results in extinguishment or dissolution of the legal existence of a **Member District**, the rights, obligations, and liabilities of such **Member District** under this **Agreement**, the Bylaws, and any **Master Plan Documents**, shall be succeeded by the successor public entity and such successor shall be bound by such rights, obligations, and liabilities.

C. **NEW OR RETURNING MEMBERS**

Eligible districts may become a party to this **Agreement** pursuant to the Bylaws of the **Agency**. All new or returning members must participate in the **Agency** for a minimum of five years.

ARTICLE VI  
TERM OF AGREEMENT

This **Agreement**, as amended, shall become effective when approved by two thirds (2/3rds) of the respective Boards of Trustees of the **Member Districts**. When effective, this **Agreement**, as amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member District** in accordance with the Bylaws and **Master Plan Documents** of the **Agency**.

ARTICLE VII  
POWERS OF THE AGENCY

- A. This **Agency** shall have all of the powers common to **Member Districts** and all additional powers set forth in Section 6500, et seq. and Section 989, et seq. of the Government Code and other applicable law. The **Agency** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including but not limited to any or all of the following:
  1. To make and enter into contracts;
  2. To incur debts, liabilities, and obligations;

3. To assess **Member Districts** for good cause as determined by the **Board**;
  4. To acquire, hold, or dispose of property;
  5. To receive contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
  6. To sue and be sued in its own name;
  7. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law;
  8. To determine all questions of policy relating to conditions of the **Agency** employment, disposition of the **Agency** personnel, and the records and books to be kept and maintained as specified in the Bylaws; and
  9. To establish and maintain separate **trust funds**.
- B. Whenever in this **Agreement** any consent or approval is required, the same shall not be unreasonably withheld. This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

## ARTICLE VIII RESERVATIONS OF POWERS

The **Member Districts** reserve unto themselves, through their individual representatives acting by a two-thirds (2/3rds) vote of **Member District** representatives present and voting at a regular or special membership meeting, the following powers which may not be delegated to the **Board**, or to any other body:

1. To adopt and, except as provided in Article XI (C), discontinue any **joint protection programs**;
2. To change the composition of the **Board**; and
3. To involuntarily terminate a **Member District** pursuant to Article XVI (B).

ARTICLE IX  
**BOARD OF DIRECTORS**

A. STRUCTURE

The **Agency** shall be governed by a **Board of Directors** which is hereby established and which shall consist of six members. The composition, selection, organization, and other specifics of the **Board** shall be set forth in the Bylaws.

B. POWERS OF THE **BOARD OF DIRECTORS**

The **Board of Directors** of the **Agency** shall have the powers to exercise all powers of the **Agency**, except those powers which have been specifically reserved to the **Member Districts** and to hold meetings and conduct all business affairs of the **Agency**, including the powers to:

1. recommend **Joint Protection Programs** and other programs to be offered by the **Agency** and recommend the terms and conditions of such programs;
2. determine and purchase all **Insurance** necessary to carry out the **Joint Protection Programs** or programs offered by the **Agency**;
3. finance and establish loss reserves adequate to **Self-Insure** or partially **Self-Insure** the **Joint Protection Program** or programs offered by the **Agency** through the sale of Certificates of Participation, bonds, notes, or other financial obligations or through contributions to a loss reserve by **Member Districts**;
4. ratify or veto committee appointments made by the President as the **Board** deems necessary and where appropriate to investigate, pursue, and collect on behalf of **Member Districts**, subrogation **Claims** relating to the negligent and intentional acts and omissions of third parties;
5. supervise the adjustment and defense of all **Claims** involving liability of the **Agency** and a **Member District** during its period of membership in and coverage by the **Agency**;
6. fix and collect **Deposit Premiums, Insurance Premiums**, charges, payments,

penalties, and interest, pursuant to **Master Plan Documents**;

7. establish and implement an investment policy consistent with limitations set forth in the Government Code;
8. withdraw or invest any funds on deposit in any manner authorized by law for the investment of funds of a **Member District** or the **Agency**;
9. make assessments against any **Joint Protection Programs** or programs offered by the **Agency** as set forth in the **Master Plan Documents**;
10. expend funds of the **Agency** only for the purpose of carrying out the provisions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, or any Rules and Regulations adopted by the **Agency**;
11. provide administration, financial administration, **Claims** management services, legal representation, safety engineering, loss prevention and risk management programs and services, actuarial services, and other services necessary or proper to carry out the purposes of the **Agency** either through its committees, officers, employees, or by contract with one or more third parties;
12. establish procedures for the production and maintenance of records by the **Agency** employees, contractors, and **Member Districts** and to ensure compliance therewith;
13. purchase liability **Insurance**, directors and officers liability **Insurance**, and such other **Insurance** as the **Board of Directors** may deem necessary or proper in order to protect the **Agency**, the **Agency** employees, and participating **Member Districts**;
14. obtain a fidelity bond in such amount as the **Board** may determine for any person or persons who have charge of or the authority to expend funds of the **Agency**;
15. enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of the **Agency**;
16. acquire, hold, manage, and dispose of any and all personal and real property necessary or appropriate to carry out the purposes and functions of the **Agency**;
17. manage a **Member Trust Fund** for any **Member District** who so desires in which the **Member District's** unobligated reserves shall be maintained;
18. adopt resolutions from time to time establishing policies and procedures to



implement this **Agreement**, the Bylaws, and any **Master Plan Documents**;

19. establish and declare by Resolution, from time to time, the location of the **Agency** office;
20. adopt and amend the Bylaws;
21. adopt and amend Memoranda of Coverage; and
22. adopt and amend **Master Plan Documents**.

ARTICLE X  
OFFICERS

The officers of the **Agency** shall consist of the President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, Assistant Treasurer, Litigation Manager, Risk Manager, and Administrator. Other offices may be created by the Bylaws or by the **Board**. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

ARTICLE XI  
**JOINT PROTECTION PROGRAMS**

- A. The **Board** may at any time and from time to time offer to the membership for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Districts** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **Claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Districts**.
  
- B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program and its participating **Member Districts** shall not be a liability or obligation of another program or participating **Member District** of another program. Separate accounting shall be maintained for each **Joint Protection Program**.
  
- C. Each **Joint Protection Program** may be terminated by a two-thirds (2/3rds) vote of the participants present and voting at a regular or special membership meeting.
  
- D. Each and every **Joint Protection Program** shall be distinct and mutually exclusive from every other program. A **Member District's** participation in one program shall not obligate it or its funds on deposit with the **Agency**, to the debts, obligations, or liabilities of any other program.

ARTICLE XII  
OBLIGATIONS OF MEMBER

The parties to this **Agreement** have the following obligations:

1. Pay all financial obligations to the **Agency** within the time prescribed;
2. Appoint an individual to attend the annual and special membership meetings and be responsible for coordinating the activities of the **Member District** with the **Agency**;
3. Conduct its operations in a manner which enhances safety and loss control;
4. Adopt an approved risk management statement, acceptable to the **Agency**;
5. Adopt a safety and loss control policy which includes an acceptable safety manual for use by the **Member District's** employees, acceptable to the **Agency**;
6. Comply with all safety and risk management requirements established under the authority of this **Agreement**;
7. Conduct, or cause to be conducted, safety and loss control inspections as required by the **Board**;
8. Permit and assist the **Agency** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
9. Submit DE-6 of Federal 941 forms to the **Agency** concurrent with the submission dates established by the State of California;
10. Submit underwriting information requested by the **Agency** on a timely basis;
11. Provide accurate statistical data concerning the **Member District** to the **Agency** when requested;
12. Cooperate fully with the **Agency** in determining the cause of losses and in the settlement of losses;
13. Cooperate to the fullest extent with the **Agency** counsel on matters of **claims** and the conduct of defense of **claims**.

ARTICLE XIII  
INDEMNIFICATION OF DIRECTORS, OFFICERS, AND EMPLOYEES

The members of the **Board of Directors** and the officers and employees of the **Agency** shall act in good faith and in the best interests of the **Agency** in the performance of their duties hereunder. The members of the **Board of Directors** and the officers and employees of the **Agency** shall be liable for an act or omission within the scope of their office or employment by the **Agency** as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the **Agency**. No member of the **Board** shall be liable for any action taken or omitted by any other member of the **Board**. No member of the **Board**, officer, or employee shall be required to pay the **Deposit Premium** on a bond or other security to guarantee the faithful performance of his or her duties hereunder, although the **Agency** may provide such bonds. Funds of the **Agency** shall be used to defend and to indemnify members of the **Board**, officers, and employees of the **Agency** for any act or omission pursuant to the provisions of Government Code Sections 910 to 996.6. The **Agency** may purchase **insurance** to provide coverage for acts or omissions of directors, officers, and employees.

The **Agency** shall indemnify, protect, defend, and hold harmless each and all of the **Member Districts**, and their officers and employees, for and from any and all liability, **Claims**, causes of action, damages, losses, judgments, costs, or expenses (including attorney's fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this **Agreement** by the **Agency**, by one or more of the **Member Districts**, or any of their officers, employees, agents, or independent contractors. This indemnification provision is intended to supplant and supersede the pro rata right of contribution formula set forth in Government Code Section 895.6.

ARTICLE XIV  
SELF-INDEMNIFICATION AMONG THE **MEMBER DISTRICTS**

Section 895.2 of the California Government Code imposes certain tort liability jointly upon entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said code. Therefore, the **Member Districts** hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the California Government Code, each assumes the full liability imposed upon it for any of its officers, agents, or employees by law for injuries caused by a negligent or wrongful act or omission occurring in the performance of this **Agreement** to the same extent that such liability would be imposed in the absence of Section 895.2 of said code. To achieve this purpose, each member agency indemnifies and holds harmless all

other **Member Districts** for any loss, cost, or expense that may be imposed upon such other **Member Districts** solely by virtue of Section 895.2 of the California Code.

#### ARTICLE XV WITHDRAWAL

Any **Member District**, at the conclusion of their five year commitment period, at their sole discretion, may voluntarily withdraw from membership in the **Agency** only at the end of any **fiscal year** by notifying the **Agency** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Agency** unless the **Board** authorizes it to be rescinded by the **Member District**.

The withdrawal of any **Member District** after the effective date of a **joint protection program** in which it has participated shall not terminate its responsibility to contribute its share of **deposit premiums** or funds to any fund or **insurance** program created by the **Agency** until all **claims**, or other unpaid liabilities, covering the period of participation by the **Member District** in the risk pooling program have been finally resolved and a determination of the final amount of payments due by the **Member District** or credits to the **Member District** has been made by the **Board** in accordance with Article XVIII.

#### ARTICLE XVI INVOLUNTARY TERMINATION

- A. A **Member District** may be involuntarily terminated for any of the following reasons:
1. Failure to pay all delinquent amounts due the **Agency**. Such amounts may be, but are not limited to, the **Insurance Premium, Deposit Premium**, surcharge, or share of administrative costs.
  2. Failure to comply with this **Agreement**, the Bylaws, Resolutions, or the rules of a program in which the **Member District** participates as set forth in the **Master Plan Documents**, and all amendments to such documents, or failure to approve any amendment to this **Agreement** or to a **Master Plan Document** for a mandatory program, or the initial adoption of a **Master Plan Document** for a mandatory program.
  3. Termination of participation in a mandatory **Joint Protection Program**.

4. Failure to maintain membership in the **Association**.
  5. Dissolution of the **Member District**.
- B. Involuntary termination for the reasons stated in (2) above may be effected by the **Agency**, when ordered by a two-thirds (2/3rds) vote of the individual **Member Districts'** representatives present and voting at a regular or special membership meeting, by giving written notice to the **Member District** of **Agency's** intention to terminate its membership in the **Agency** upon a date not less than thirty (30) days thereafter for the reasons set forth in the notice. The termination of membership shall be effective upon the date set forth in the notice unless prior to that effective date the **Member District** being terminated requests in writing a hearing by the **Board**. At the hearing, evidence shall be received as to the reasons why the termination should not be completed. After such hearing the vote of a majority of the members of the **Board** shall be required to terminate the **Member District**. If, following the hearing, the **Agency** involuntarily terminates the **Member District**, then the **Agency** shall give such **Member District** thirty (30) days notice in writing of its decision to involuntarily terminate the **Member District** and effective date of the termination.
- C. Involuntary termination for the reasons stated in (1), (3), (4), and (5) above may be effected by the **Agency** Administrator by giving written notice to the **Member District** of the **Agency's** intention to terminate its membership in the **Agency** upon a date not less than thirty (30) days thereafter for the reasons set forth in the notice unless compliance occurs and is proven to the satisfaction of the **Agency** Administrator during said thirty (30) day period. Involuntary termination for the reasons stated in (1), (3), (4), and (5) above are not subject to appeal to the **Board** or the members.

## ARTICLE XVII CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member District**, the said **Member District** shall continue to be responsible for any unpaid **Insurance Premiums, Deposit Premiums**, surcharges, administration costs, and **Claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents** of **Joint Protection Programs** in which the **Member District** has participated. Any amounts due the **Agency** may be paid from any balance remaining in the **Member District's** unobligated fund.

ARTICLE XVIII  
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member District** withdraws from the **Agency** or its membership is involuntarily terminated, said **Member District** shall thereafter be entitled to receive its unobligated share of monies held by the **Agency**, less any and all amounts owed the **Agency** whether contingent or not, by the said withdrawing or terminated **Member District**. The remainder of any funds held by the **Agency** for the withdrawing or terminating **Member District**, subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member District** and shall be accepted in full settlement and satisfaction against any **claims** the **Member District** may have against the **Agency**. The **Agency** shall require that sufficient funds are retained on deposit with the **Agency** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including an amount for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member District**, and the amount to be retained on deposit shall be determined by the **Agency**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member District** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XIX  
TERMINATION OF AGENCY

The **Agency** may be terminated at any time if two-thirds (2/3rds) of the respective Boards of Trustees of the then-**Member Districts** adopt a resolution requesting termination of the **Agency**; provided, however, that this Joint Powers **Agreement** and the **Agency** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Agency**. The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Agency**. Upon completion of the liquidation and dissolution of the **Agency**, the **Agency** shall pay to each district which was a member of the **Agency** at the time of termination its pro rata share based on a district's contribution to the **Agency**, as determined by an independent Certified Public Accountant which has audited the financial

records of the **Agency**, of the remaining assets of the **Agency** and shall pay to each **Member District** all monies held by the **Agency** in the reserve funds of that **Member District**.

## ARTICLE XX AUDIT

- A. The **Agency** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant selected by the Administrator, in consultation with the Executive Committee or the President, and shall conform to generally accepted auditing standards. A copy of the audit report shall be mailed to each **Member District**. The audit shall comply with Government Code Section 6505.
- B. In accordance with Government Code Section 26909, a copy of the audit shall be filed with the County Auditor of the county in which each **Member District** is located.

## ARTICLE XXI BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**, AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Agency** or the **Board of Directors** as they now exist or may hereafter be adopted or amended.

## ARTICLE XXII ENFORCEMENT

The **Agency** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Agency** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member District**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.



ARTICLE XXIII  
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective Boards of Trustees of the **Member Districts** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Districts**, any **Member District** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIV  
COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

\_\_\_\_\_ DISTRICT

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

JOINT EXERCISE OF POWERS AGREEMENT  
VECTOR CONTROL JPA

RESOLUTION NO. \_\_\_\_\_

IT IS HEREBY RESOLVED that the Board of Trustees of the \_\_\_\_\_  
\_\_\_\_\_ approves the Vector Control Joint Powers Agency Joint Exercise of Powers  
Agreement, dated July 1, 1999, as amended and in the form as attached hereto, and it is FURTHER  
RESOLVED that the President is authorized and directed to execute such Agreement, and the  
Secretary is authorized and directed to attest such Agreement for and on behalf of the District.

The forgoing resolution was adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the  
following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

PRESIDENT \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST: SECRETARY \_\_\_\_\_

DATE \_\_\_\_\_

**VECTOR CONTROL JOINT POWERS AGENCY**  
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