

## ARTICLE 9. SCOPE OF POWERS.

(a) The Agency shall be an administrative, initiating, advisory, coordinating, and evaluating entity. The Agency shall have the power and authority to exercise any power common to the parties hereto, FWL and SWRL, and to exercise any power set forth in the California Government Code, Section 6508, provided

Sounds like a vertical control of operations: Administer, Advise Coordinate, Evaluate AND Initiate...Where does representing the public interest come in, or ANY citizens' rights under this agreement, should EITHER policies OR expenses debts incurred in operations harm the public, who because it's public entity formed by other public entities, will be funding them indirectly?

Image Filename only (this JPA available at [West.org/About](#) page; a link is provided in the body of text)  
"JPA 1995 creating WestEd, p3Article9 SCOPE OF POWERS (a,b) (Screen Shot 2017-03-27 at 11.49AM).png"

Blogger Commentary 2017: BASIC CONCEPTS: "FWL" and "SWRL" are already defined as "public entities" and presumably had at least some of their funding from public (tax receipts, proprietary (as of a business) enterprise receipts of govts involved, and/or contracts with a U.S. federal agency, probably the USDOE) and are now creating a third, "JOINT POWER AGENCY." This "speaks into existence," under the JPA law, another "entity" (agency - "WestEd"), i.e., WestEd is a spinoff, effectively, government entity. Similar but NOT identical to the creation of any business entity under the incorporation laws of a certain state or territory by the "incorporators," and with attached Articles of Incorporation and/or Bylaws. It is a speaking into existence of that which did not exist before, and delegating powers - to do business - to this new creation. **NOTE: It can incur debts through signing contracts, but FWL & SWRL are NOT liable for debts "WestEd" incurs in doing business for them**

that the same are for furtherance of the objectives of this Agreement as contained herein and in the recitals set forth above, and may to the extent permissible thereunder, enter into contracts in its own name with persons and with public or private agencies, boards, and other entities all subject to the terms and conditions of this Agreement.

(b) Neither the Agency nor the Board shall have any power or authority to bind FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL to the debts, liabilities and obligations of the Agency and no debt, liability or obligation of the Agency shall be the debt, liability or obligation of FWL, SWRL or the signatory parties to the Joint Powers Agreement creating FWL or SWRL.