

**JOINT POWERS AGREEMENT ESTABLISHING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS
AS A SEPARATE LEGAL ENTITY FROM ITS MEMBER AGENCIES**

This agreement, made and entered into this 7th day of January 2020, by and among the County of Mono, a political subdivision of the State of California ("Mono"), the County of Inyo, a political subdivision of the State of California ("Inyo"), the Town of Mammoth Lakes, a municipal corporation ("Town") and the City of Bishop, a municipal corporation ("City") (collectively "Member Agencies" or "Members"), shall supersede and replace, in its entirety, that Amended Joint Powers Agreement Eastern Sierra Council of Government Entities (COG) entered into by and among the Parties on or about February 26, 1999.

I. Recitals

- 1.01 In 1995, the Counties of Inyo and Mono and the Town of Mammoth Lakes executed a joint powers agreement (JPA) establishing the Eastern Sierra Council of Governments (ESCOG). The 1995 JPA was amended in 1999 to add the City of Bishop as a party.
- 1.02 Since its establishment, the ESCOG has functioned as a forum for communication among Member Agencies regarding issues of regional concern and, more recently, for the planning and implementation of regional communications and broadband solutions through the establishment of the Inyo-Mono Broadband Consortium. The ESCOG has not historically operated as a joint powers authority independent from its Members, nor taken the necessary steps to become such an independent legal entity.
- 1.03 The Member Agencies acknowledge and agree that there are circumstances where it is necessary or desirable for the Member Agencies to function collectively on a regional basis, such as where regionalization enhances funding opportunities, provides resources and capabilities that would not otherwise be available, or improves the delivery of services to benefit the interests of the Members' constituents.
- 1.04 The Member Agencies further agree that the creation of a regional joint powers authority that is a separate legal entity from the Members would position the ESCOG to maximize and take advantage of these opportunities.
- 1.05 Article 1 of Chapter 5 of Division 7 of Title 1, commencing with section 6500, of the California Government Code authorizes two or more public agencies, by joint powers agreement approved by their governing bodies, to jointly exercise any powers common to them and/or to create a separate legal entity for the purpose of exercising such powers.
- 1.06 It is the intent of the Parties to enter into a joint powers agreement pursuant to the provisions of sections 6500 et seq. to establish a joint powers authority, the Eastern Sierra Council of Governments, which would supersede and replace the historic ESCOG established in 1995 (and modified in 1999), for the purposes of enhancing funding and resource opportunities and providing such programs, services or functions that the Member Agencies, by approval of their governing bodies, deem necessary or desirable.

II. Purposes

- 2.01 The ESCOG shall continue to be organized to: (1) provide a forum for discussion and study of regional issues of interest to the Member Agencies; (2) identify and plan for the solution of selected regional issues requiring multi-governmental cooperation; (3) facilitate actions and agreements among the Member Agencies for specific project development; (4) conduct other region wide functions as the Members deem appropriate.
- 2.02 In addition to the above, the ESCOG shall be organized to identify funding sources and to apply for and receive funding for the planning and implementation of programs of regional impact or significance, and to implement such programs, upon approval of the governing bodies of each Member Agency.

III. Powers

- 3.01 To contract or otherwise participate in, and to accept grants, funds or services from the State or Federal government, their agencies or instrumentalities or from any civic organization or private person (including but not limited to corporations) in connection with any program judged by the ESCOG Board to be relevant to its purposes, and upon approval of the governing bodies of the Member Agencies.
- 3.02 To accept gifts, bequests or donations in support of current programs of the ESCOG or to support ongoing operating expenses.
- 3.03 To contract for any services judged by the ESCOG to be necessary or convenient for carrying out its purposes and to pay the costs of such services in accordance with section 5.02. Such contracts may be with an ESCOG Member, upon agreement by that Member and the ESCOG, or with an outside agency or firm and may include contracts for:
- a. General legal services.
 - b. Litigation or specialized legal services.
 - c. Liability Insurance and, where applicable, workers' compensation insurance.
 - d. Human Resources services.
 - e. Other governmental services required to operate the ESCOG may be provided by a Member, JPA staff or an independent contractor.
- 3.04 The debts, liabilities or obligations of the ESCOG shall not become the debts, liabilities or obligations of the Member Agencies. The ESCOG may incur debts, liabilities or obligations in accordance with the above. However, notwithstanding the foregoing, and as required by Government Code sections 6508.1, 6508.2, 20574.1 and 20575, in the event of dissolution of the JPA, the Member Agencies shall apportion any PERS liability among themselves and allow CalPERS to make the apportionment if the Members cannot agree.
- 3.05 To employ personnel including an Executive Director and/or such other staff as the ESCOG Board of Directors deems appropriate and to establish the powers and duties of such personnel.

- 3.06 To invest, in accordance with Government Code section 6509.5, monies in the treasury of the ESCOG that is not immediately required for necessities of the ESCOG.
- 3.07 With the approval of the governing bodies of each of the Member Agencies, to raise revenues through the imposition of fees, assessments, taxes or the issuance of bonds, in accordance with applicable laws.
- 3.08 To own, lease or license real or personal property and/or equipment which is necessary or proper to carry out the purposes of the ESCOG.
- 3.09 All other powers that are necessary or proper to carry out the purposes of the ESCOG.
- 3.10 To take official positions on matters of policy and/or to support or oppose legislation which is consistent with a legislative platform of the ESCOG, which platform has been approved by the governing bodies of the Member Agencies.
- 3.11 In establishing the ESCOG, is not the intention of the parties to create a council of governments as that term is defined in subdivision (b) of Government Code sections 65582. Accordingly, the ESCOG shall have none of the powers or obligations set forth in Article 10.6, of Article 3, of Division 1, Title 7 of the Government Code related to the development of Housing Elements, nor shall it have any powers or obligations as may be set forth in any other statutes or regulations applicable to a "council of governments," unless this agreement is modified, by approval of the governing bodies of all of the Member Agencies, to provide such powers.

Each of the above powers may be exercised by the ESCOG in the same manner, and subject to the same restrictions, as such powers are exercised by the Town of Mammoth Lakes.

IV. Organization - The internal organization of the ESCOG shall be as follows:

- 4.01 Membership. Members shall consist of the County of Inyo, the County of Mono, the Town of Mammoth Lakes and the City of Bishop, upon approval of this agreement by the governing body of each, and the execution of this agreement by an authorized representative of each Member. Each Member shall be entitled to be represented by two representatives, each of whom shall be a member of the legislative body of such Member.
- 4.02 Board of Directors, Officers and Meetings.
 - a. The ESCOG shall have a Board of Directors comprised of two representatives, and up to two alternates, appointed by each of the governing bodies of its Members. The term of office of each director shall not exceed his or her term of office on the legislative body he or she represents.
 - b. Upon execution of this agreement by all four Member Agencies, the ESCOG representatives having previously been appointed by the governing bodies of the Member Agencies shall

continue to serve as directors of the ESCOG for the terms for which they were previously appointed. If a vacancy occurs on the board, it shall be filled by appointment of the governing body of the affected Member and such appointed representative shall serve for the remainder of the term.

- c. The Board of Directors shall elect from among its members a Chair, Vice-chair and Secretary for a term of one (1) year. The members currently serving in those offices shall continue to serve for the remainder of their appointed terms, except that the member, if any, previously appointed to serve as Secretary/Treasurer shall instead serve as Secretary. Notwithstanding the above, the office of Secretary may be an administrative staff person of the ESCOG or of a Member Agency designated by the Board of Directors.
- d. The ESCOG shall establish regular meetings of the Board of Directors which shall be not less than one (1) such meeting each calendar quarter.
- e. Meetings of the ESCOG shall be noticed and carried out in accordance with the provisions of the Ralph M. Brown Act.
- f. A majority of the Board of Directors shall constitute a quorum for the transaction of business. A majority of the Board of Directors for purposes of a quorum shall include at least one representative of each Member Agency. No resolution or motion shall be passed or become effective without affirmative vote of at least a majority of the membership of the ESCOG board and at least one affirmative vote by the representative of each Member Agency. Additionally, for those actions requiring approval by the governing bodies of the Member Agencies as specified in Article III of this agreement, each and every Member Agency must also approve the resolution or motion.

V. Financial Provisions

- 5.01 Each Member shall contribute to the administrative support of the ESCOG. Administrative support is understood as those costs, expenditures and obligations which maintain up to one (1) 0.5 FTE agency administrative staff person. Each Member's contributions to administrative time and support shall be accounted for. It is intended that each Member will provide twenty-five percent (25%) of the administrative staff person, unless otherwise agreed by the Board of Directors, and shall agree in advance regarding any additional administrative support.
- 5.02 Members may make financial contributions to the ESCOG in any manner authorized by Government Code section 6504. All contract costs incurred pursuant to section 3.03 and section 5.04 of this JPA shall be divided equally among the Members. Any financial contributions other than for costs under section 3.03 or 5.04 shall be provided on an individual project basis and approved by the governing body of the Member Agency providing such support. Any advances of public funds to the ESCOG shall be repaid in the manner provided in the document authorizing the advance.

- 5.03 The ESCOG's fiscal year shall commence on July 1 of each year and terminate on June 30 of the following year.
- 5.04 The Finance Director of the County of Mono shall serve as the Fiscal Agent, Treasurer and Auditor (hereinafter "Treasurer") for the ESCOG, unless otherwise directed by a majority of the board. The Treasurer shall be responsible for all money of the ESCOG from whatever source, shall be the depository and have custody of the money of the ESCOG, and shall perform all duties and functions of the Treasurer as set forth in Government Code sections 6505, 6505.5, or any other applicable state, federal or local law or regulation. All funds of the ESCOG shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements during the fiscal year. Members shall share the costs of this service equally.
- 5.05 Nothing contained in this agreement shall bind any Member to a financial commitment on behalf of the ESCOG, except as specifically provided.

VI. Property and Records

- 6.01 Upon any dissolution of the ESCOG, any surplus money or property shall be disposed of by division among the Members in the same proportion as such Members contributed to the ESCOG.
- 6.02 The Town of Mammoth Lakes shall serve as the repository of all records of the ESCOG. Record retention shall conform to the requirements of law. Any record destruction shall first be approved by the Board of Directors. The Board of Directors may provide for record retention beyond the requirements of law.

VII. General Provisions

- 7.01 Amendments. This agreement may be amended at any time by all of the Member Agencies acting through a majority vote of their governing bodies. In the event the ESCOG should determine that an amendment to this agreement would be in the best interests of the ESCOG and its Member Agencies, it may propose such amendment for ratification by the governing bodies of each Member Agency. This agreement shall be deemed and be so amended upon the date the last governing body approves such amendment.
- 7.02 Voluntary Association. It is understood and agreed that membership and participation in the ESCOG as described in this agreement is voluntary. Any Member may withdraw by giving written notice to the governing bodies of the other Member Agencies in the manner provided in this agreement for the communication of notices.
- 7.03 Withdrawal. A Member may withdraw from the ESCOG by providing written notice to the remaining Members at least ninety (90) days prior to the end of the fiscal year, and shall remain liable for its share of financial support and/or contribution to the ESCOG through the end of that fiscal year. Except for payments required by AB 1912 (2018) and described in section 3.04, a

withdrawing Member shall not be liable to the ESCOG nor any of the other Members for payment of contributions or financial support to the ESCOG not previously committed by that Member.

7.04 Dissolution and Termination. The ESCOG may be dissolved and this agreement terminated at any time in the same manner as provided for amendment in section 7.01. The ESCOG shall automatically be dissolved upon withdrawal of 2 of its Members.

7.05 Effective Date and Term of Agreement. This agreement shall be and become effective for all purposes when approved by the governing bodies of each of the Member Agencies and shall remain in full force and effect unless and until dissolved or terminated in the manner provided in this agreement.

7.06 Notices. In the event it is or becomes necessary for a party to this agreement to serve or give notice to any other party, such notice shall be deemed validly served and given if deposited in a United States Post Office with postage thereof fully prepaid, sent registered or certified mail and, if to Inyo County, addressed to the County Administrator, Administrative Center, County of Inyo, PO. Box N, Independence, California 93526; if to Mono County, addressed to the County Administrative Officer at P.O. Box 696, Bridgeport, California 93517; if to the Town of Mammoth Lakes, addressed to the Town Manager at P.O. Box 1609, Mammoth Lakes, California 93546; and, if intended for the City of Bishop, addressed to the City Manager at 337 West Line Street, Bishop, California 93514.

7.07 Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors.

VIII. Execution

IN WITNESS WHEREOF, the Member Agencies have executed this agreement as of the date last written below.


COUNTY OF INYO

BY: 
Chair, Board of Supervisors

DATED: Nov. 26, 2019

ATTEST: 
Clerk to the Board

APPROVED AS TO FORM:


Inyo County Counsel

COUNTY OF MONO

DATED: _____

BY: *Stacy Corless*
Chair, Board of Supervisors

ATTEST: *Johanna*
Clerk to the Board

APPROVED AS TO FORM:
Stacy Corless
Mono County Counsel

TOWN OF MAMMOTH LAKES

DATED: *January 7, 2020*

BY: _____
Town Mayor

ATTEST: _____
Town Clerk

APPROVED AS TO FORM:

Town Attorney

CITY OF BISHOP

DATED: _____

BY: _____
City Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

BY: _____
Chair, Board of Supervisors

ATTEST: _____
Clerk to the Board

APPROVED AS TO FORM:

Mono County Counsel

TOWN OF MAMMOTH LAKES

DATED: 12/18/19

BY: Bill Swann
Town Mayor

ATTEST: Janice Deary
Town Clerk

APPROVED AS TO FORM:
Andrew Morris
Town Attorney

CITY OF BISHOP

DATED: _____

BY: _____
City Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

BY: _____
Chair, Board of Supervisors

ATTEST: _____
Clerk to the Board

APPROVED AS TO FORM:

Mono County Counsel

TOWN OF MAMMOTH LAKES

DATED: _____

BY: _____
Town Mayor

ATTEST: _____
Town Clerk


APPROVED AS TO FORM:

Town Attorney

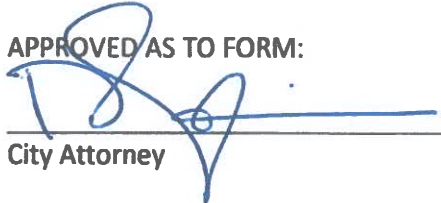
CITY OF BISHOP

DATED: 11/25/2019

BY:  _____
City Mayor

ATTEST:  _____
City Clerk

APPROVED AS TO FORM:

 _____
City Attorney



State of California
Secretary of State

FILE NO. _____

NOTICE OF A JOINT POWERS AGREEMENT

(Government Code section 6503.5)

Instructions:

- 1. Complete and mail to: Secretary of State, P.O. Box 942870, Sacramento, CA 94277-2870.
2. Include filing fee of \$1.00.
3. Do not include attachments, unless otherwise specified.
4. A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov.

(Office Use Only)

Name of the agency or entity created under the agreement and responsible for the administration of the agreement: Eastern Sierra Council of Governments

Agency's or Entity's Mailing Address: Eastern Sierra Council of Governments c/o Town of Mammoth Lakes
P. O. Box 1609 Town of Mammoth Lakes, CA 93546

Title of the agreement: Joint Powers Agreement Establishing the Eastern Sierra Council of Governments as an Independent Legal Entity

The public agencies party to the agreement are (if more space is needed, continue on a separate sheet and attach it to this form):

- (1) The County of Mono
(2) The County of Inyo
(3) The Town of Mammoth Lakes and (4) The City of Bishop

Effective date of the agreement: January 7, 2020

Provide a condensed statement of the agreement's purpose or the powers to be exercised: To provide a forum for discussion and study of regional issues of interest to the Member Agencies; identify and plan for the solution of selected regional issues requiring multi-governmental cooperation; facilitate actions and agreements among the Member Agencies for specific project development; conduct other region wide functions as the Members deem appropriate; identify funding sources; and upon approval of the governing bodies of each Member Agency, to apply for funding for and implement programs of regional impact or significance.

RETURN ACKNOWLEDGMENT TO: (Type or Print)

NAME [Eastern Sierra Council of Governments c/o TOML]
ADDRESS P. O. Box 1609
CITY/STATE/ZIP [Mammoth Lakes, CA 93546]

Jan 16 2020
Date
[Signature]
Signature
Jeff Griffiths, Chair
Typed Name and Title