

TRANSIT AUTHORITY JOINT POWERS AGREEMENT

Between the

COUNTY OF INYO
California

COUNTY OF MONO
California

CITY OF BISHOP
California

and the

TOWN OF MAMMOTH LAKES
California

TRANSPORTATION AUTHORITY JOINT POWERS AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of October 2006, by and between the County of Inyo, hereinafter referred to as "Inyo County," the County of Mono, hereinafter referred to as "Mono County," the City of Bishop, hereinafter referred to as "City," and the Town of Mammoth Lakes, hereinafter referred to as "Town", or any two or more of the listed agencies.

WITNESSETH:

WHEREAS, Inyo County and Mono County are authorized pursuant to Government Code § 26002 to establish and operate transit systems and the Town and City are authorized pursuant to Government Code § 39732 to operate transit systems; and

WHEREAS, Government Code § 6500 et seq. (hereinafter referred to as the "Act") authorizes municipalities and counties to jointly exercise any power common to them all; and

WHEREAS, the parties hereto desire to jointly exercise their powers to provide public transit services throughout and beyond the geographical areas of the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED by County of Inyo, County of Mono, City of Bishop and Town of Mammoth Lakes, or any two or more of the listed agencies as follows:

ARTICLE I

CREATION AND OPERATION OF THE AUTHORITY

SECTION 1.1 CREATION OF AUTHORITY: The potential parties to this agreement are County of Inyo, County of Mono, City of Bishop, and Town of Mammoth Lakes. Pursuant to the Act, a public entity to be known as "Eastern Sierra Transit Authority," hereinafter referred to as the "Authority" is created upon adoption of this agreement by any two or more of the potential parties to this agreement. The Authority is a public entity separate and apart from the parties hereto.

Within thirty (30) days of the adoption of this Agreement by two or more of the potential parties to this Agreement, the Authority shall prepare the notice required by Government Code Section 6503.5, file it with the Secretary of State, and pay any fees for such filing that the Secretary of State may charge. In addition, within sixty (60) days

of the date of commencement of its legal existence, and thereafter as required, the Board of Directors of the Authority shall file with the Secretary of State and the Clerks of Inyo and Mono County in accordance with Government Code Section 53051.

SECTION 1.2 GOVERNING BOARD: Each potential party to this agreement who adopts the agreement shall be considered a member entity. The Authority shall be administered by a governing board, initially consisting of two members appointed by the governing board of each member entity, who shall be members of that member entity's governing body. The governing board shall be called the "BOARD OF DIRECTORS OF THE EASTERN SIERRA TRANSIT AUTHORITY," hereafter referred to as the "Board of Directors." Any of the potential parties to this agreement who have not adopted this agreement may appoint two non-voting members to the Board of Directors until such time as the agreement is adopted by that potential party.

SECTION 1.3 ALTERNATE MEMBERS: Each member entity may appoint an alternate member to the Board of Directors who may serve in the place of either of that member entity's governmental members. Any alternate must have the same qualification as the member originally appointed.

SECTION 1.4 TERM OF OFFICE: Each member of the Board of Directors shall serve at the pleasure of the appointing party hereto; provide, however, Board members who are members of the respective governmental entities, shall cease to serve upon termination of that public office. The appointing party shall fill vacancies.

SECTION 1.5 REGULAR MEETINGS: The Board of Directors shall provide for its regular and special meetings; provided, however, at least one regular meeting shall be held each month. Each member entity shall be notified of the date, hour and place of the regular meetings and of all special meetings.

SECTION 1.6 RALPH M. BROWN ACT: All meetings of the Board of Directors of the Authority, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act as set forth in Governmental Code Sections 54950 and following.

SECTION 1.7 QUORUM: A majority of the Board of Directors shall constitute a quorum for the transaction of business. All actions by the Board of Directors require a recorded majority vote of the total membership of the Board of Directors.

SECTION 1.8 RULES: The Board of Directors of the Authority will adopt and amend as necessary such rules and regulations for the conduct of its meetings and affairs as are necessary to accomplish its stated purpose.

SECTION 1.9 FISCAL YEAR: The fiscal year of the Authority shall be from July 1 through June 30.

SECTION 1.10 TERM OF AGREEMENT: The initial term of THIS AGREEMENT shall extend through the end of the third full operating year, thus it shall extend through June 30, 2010, except that the agreement may be terminated sooner if agreed to by a majority of the member entities. After the first three (3) years, THIS AGREEMENT shall continue until withdrawal is elected pursuant to Section 1.11 of THIS AGREEMENT.

SECTION 1.11 WITHDRAWAL: After June 30, 2010 any member entity may withdraw from THIS AGREEMENT, but only on four months prior written notice, and such withdrawal shall not become effective until the end of the fiscal year within which the end of the four month notice expires. The withdrawing member shall be entitled to the current value, as of the date of withdrawal, of their proportionate ownership interest in any assets contributed to the Authority, and the return of any surplus money on hand in proportion to the contributions made.

SECTION 1.12 COMPLIANCE WITH FEDERAL STANDARDS: In the performance of its function, the Authority shall comply with Title VI of the Civil Rights Act of 1964, as amended (Public Law 88-352), and all requirements imposed by the U.S. Department of Transportation.

The Authority shall not discriminate on the grounds of race, religion, color, sex, age, sexual preference, marital status, disability, medical condition, or national origin, with regards to all activities, direct or indirect (i.e., through contracting and subcontracting), involving the Authority.

SECTION 1.14 AMENDMENTS: THIS AGREEMENT may only be amended by a written amendment approved by the governing bodies of all member entities.

SECTION 1.15 SUCCESSORS: THIS AGREEMENT shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

SECTION 1.16 BYLAWS, POLICY AND PROCEDURE MANUAL: Within the first six (6) months of the Authority's existence, the board of Directors shall establish Bylaws and a Policy and Procedure Manual to govern the day-to-day operations of the Authority, which is not inconsistent either with applicable law or with this Agreement. Each Board Member and each Member Entity shall receive a copy of the Bylaws and

the Policy and Procedure Manual. Thereafter, the Board of Directors may amend, or repeal any bylaw, regulation, or policy and procedure, and may adopt additional bylaws, regulations, or policies and procedures which are not inconsistent either with the applicable law or with this Agreement. The Executive Director shall send to each Board member and to each Member Entity all Bylaw amendments promptly after adoption by the Board of Directors.

SECTION 1.17 DESIGNATION OF SUCCESSION OR ASSIGNS: Any successor or assignee of a Member Entity must be approved by a majority of the Board of Directors, and will incur all responsibilities of the original Member Entity under this Agreement.

ARTICLE II

OFFICERS AND STAFFING

SECTION 2.1 CHAIR AND VICE-CHAIR: The Board of Directors shall elect a Chair and Vice-Chair from among its members.

SECTION 2.2 TREASURER AND AUDITOR CONTROLLER: The Treasurer of one of the contracting parties, or a certified public accountant, shall be the depository and have custody of the money of the EASTERN SIERRA TRANSIT AUTHORITY, and shall provide all duties and functions of the Treasurer for the Authority as set forth in Government Code Sections 6505, 6505.5, and all other applicable provisions of federal, state and local laws, ordinances, regulations, and this Agreement. The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depository pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The Director of Finance for any of the contracting parties with oversight authority over the Treasurer and Auditor-Controller of that party may also serve in this capacity. Alternately, the Authority may appoint one of its officers or employees to either or both of such positions pursuant to Government Code Section 6505.6.

The determination set forth above shall be made pursuant to a resolution of the Board of Directors of the Eastern Sierra Transit Authority. The governing body of the entity providing any of the services described above shall determine the charge to be made for such services and shall enter into a written agreement with the Authority.

SECTION 2.3 EXECUTIVE DIRECTOR: The Board of Directors shall appoint an Executive Director. The Executive Director shall serve at the pleasure of or upon the

terms prescribed by the Board of Directors. The Executive Director so appointed may be an employee of a member entity, an employee of the Authority, or an independent contractor. Under rules and regulations provided by the Board, the powers and duties of the Executive Director are:

- a. To lead and coordinate the transit system of the Authority and to be responsible to the Board of Directors for proper administration of all affairs of the Authority.
- b. To appoint, assign, direct, supervise, and, subject to the personnel rules adopted by the Board of Directors, discipline or remove Authority employees.
- c. To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board of Directors and be responsible for their administration after adoption by the Board of Directors.
- d. To formulate and present to the Board of Directors plans for transit facilities and/or services within the Authority and the means to finance them.
- e. To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the Authority.
- f. To attend all meetings of the Board of Directors and act as the secretary of the Board. To cause to be kept minutes of all meetings of the Board of Directors and to cause a copy of the minutes to be forwarded to each member of the Board of Directors and to the member entities, prior to the next regular meeting of the Board of Directors.
- g. To establish and maintain fare collection and deposit services.
- h. To organize and operate an ongoing transit marketing program, including free-ride events and other special promotions selected by the Board of Directors.
- i. To execute transfers within major budget units, in concurrence with the Treasurer Auditor-Controller of the Authority, as long as the total expenditures of each major budget unit remain unchanged.
- j. To purchase or lease items, fixed assets, or services within the levels authorized in the Bylaws.
- k. To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.

- I To perform such other duties as the Board of Directors may require in carrying out the policies and directives of the Board of Directors.

SECTION 2.4 BONDING PERSONS HAVING ACCESS TO PROPERTY: The Governing Board of the member entities shall designate the officers, agents, and employees of the Authority who have charge of handling, or have access to, any property of the Authority, and such Governing Boards shall determine the amount of the official bond for such officers, agents, and employees pursuant to Section 6505.1 of the Government Code.

SECTION 2.5 FINANCE: The treasurer Auditor-controller shall assure that there shall be strict accountability of all funds of the Authority. The Executive Director shall draw warrants to pay demands against the Authority when the demands have been approved by the Board of Directors.

- a. The Executive Director will report to the Board of Directors all receipts and disbursements. In addition, the Executive Director shall, through the Regional Transportation Planning Agency (RTPA), arrange for an independent audit of the accounts and records, as prescribed by Section 6505 of the Act. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party, including TDA funds received by the Authority as an agent for a member agency.

SECTION 2.6 SECONDARY SUPPORT SERVICES: The Executive Director shall be responsible to arrange for the following secondary support services:

- a. Legal Counsel, General Services, Office Space, Fueling Services, Parking, Utilities, Administrative Support, Communications, Clerk of the Board, Payroll, and other support services.
- b. The provision of an corresponding charges for said services shall be subject to authorization from the Executive Director and in accordance with the provisions of this Agreement, Bylaws, and Regulations, and Policies and Procedures adopted by the Board of Directors, and with all other applicable federal and state laws, rules and regulations.

ARTICLE III

PURPOSE, POWERS AND DUTIES

Section 3.1 **PURPOSE AND POWERS:** The purpose of the Authority is to provide public transportation services within the jurisdiction and boundaries of the member entities. In order to carry out this purpose, the Authority shall have each of the following powers:

- a. To make and enter into contracts and expend funds, providing for transportation services to the public, including special transportation dependent groups, such as the elderly or handicapped, as well as other governmental entities, such as the US Government;
- b. To supervise and oversee the performance of transportation service contracts;
- c. To provide all services necessary to operate a transportation system;
- d. To acquire, construct, manage, maintain or operate any facilities or improvements;
- e. To acquire, hold and dispose of property;
- f. To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of the member entities;
- g. To employ personnel;
- h. To sue and be sued in its own name;
- i. To invest in accordance with the provisions of Section 6509.5 of the Act, money in the treasury of the Authority that is not required for immediate necessities of the Authority;
- j. To apply for, accept and utilize funds from any source for public transit purposes, including Transportation Development Act Funds, State Transit Assistance Funds, and Section 5310 and Section 5311 funds available through the Federal Transit Administration;
- k. To raise revenues, including the establishment of transportation fares, for transit services;
- l. To incur short-term indebtedness;
- m. To own, lease, operate and maintain transportation vehicles and other property or equipment, which is necessary or reasonable to carry out the purpose of this agreement, and

- n. All other powers that are necessary and proper for the Authority in order to provide public transportation services.
- o. Provide services to locations outside the jurisdiction and boundaries of any of the member entities.

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

SECTION 3.2 DUTIES: The authority shall have the following specific duties:

- a. On or before April 1 of each year, it shall cause to be prepared and submitted to the Board of Directors and each of the member entities a proposed budget for the upcoming fiscal year. The proposed budget shall be subject to the provisions of Article IV of this Agreement.
- b. The Governing Board of each member entity shall designate the Authority as its nonexclusive agent to prepare and submit claims for funds to the Mono County Local Transportation Commission (MCLTC) and/or Inyo County Local Transportation Commission (ICLTC) in accordance with the Transportation Development Act and its regulations, to receive such funds, and to provide and/or negotiate, prepare contracts, and contract for transportation services.
- c. The Authority will prepare and submit to the member entities quarterly progress reports concerning the provision of services by the contracting parties.
- d. The Authority shall provide transit services and shall, on or before April 1, of each year, provide a qualitative and quantitative evaluation of the services to the member entities.
- e. Within 90 days after the close of the fiscal year, the Authority shall prepare and submit an annual report of its operation to the member entities.

SECTION 3.3 OBLIGATIONS AND AUTHORITY: The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of any of the member entities.

SECTION 3.4 SERVICE CHANGES: Authority services at the time of formation are defined as those services provided by Inyo-Mono Transit to each member entity in the year prior to the formation of the Authority.

Transportation Development Act Funded Services: Services may be adjusted from time to time as deemed appropriate by the Board of Directors. Each member entity, by resolution or minute order of its governing body, may submit a request to the Authority for changes in the transportation services funded through TDA within said member entity's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services.

In reviewing such requests, the Authority shall consider:

- a) Whether such changes are in substantial conformance with the adopted regional transportation plan;
- b) Whether there is sufficient funding available to implement the proposed service change; and
- c) Whether there are sufficient manpower and capital resources available to implement such services.

For services operating wholly within an individual jurisdiction's boundaries, preference shall be given to the plans of the local jurisdiction.

Contract Services: Individual jurisdictions can negotiate with the Authority for provision of services above the level of service funded through the Transportation Development Act or other funds obtained by the Authority. The costs associated with these additional services shall be calculated based upon marginal costs plus allocation of fixed costs to the additional services based upon the proportion of vehicle-hours for the service to the total vehicle-hours provided by the JPA and shall be charged to and paid by the individual jurisdictions.

SECTION 3.5 LIABILITY OF THE PARTIES: No debt, liability, or obligation of any one member entity shall constitute the debt, liability, or obligation of any of the other member entities. The Authority created hereunder shall indemnify and hold harmless the member entities and their agents, officers and employees from and against any damages, costs, or liabilities arising out of the acts or omissions of the Authority, or its officers, agents, and employees. Where Authority employees are also employees of a member entity, the Authority shall indemnify and hold harmless that employing entity for any damages, costs, or liabilities arising out of the acts or omissions of the employing entity's agents, officers or employees when those persons act on behalf of or at the direction of the Authority. The Authority shall maintain insurance coverage (including workers compensation coverage) adequate to fulfill its responsibilities under this section.

ARTICLE IV

FUNDING

SECTION 4.1 TRANSFER OF TRANSPORTATION ASSETS: The member entities will transfer all existing transportation assets being operated on their behalf by Inyo-Mono Transit to the Authority. The Board of Directors shall be responsible to establish policies and procedures for managing such assets.

SECTION 4.2 TRANSFER OF EMPLOYEES: It is anticipated that some of the current employees of Inyo County will desire to have the option of retaining their current benefit structure. It is the intent of the member entities to provide an option under which current Inyo County employees who work under the supervision of the Authority can “grandfather” their current benefit structure.

SECTION 4.3 ADMINISTRATIVE AND OPERATING COSTS: The Governing Board of each member entity shall designate the Authority as its nonexclusive agent for purposes of applying for and receiving Transportation Development Act Funds to be used solely of [sic] the purposes of funding the administrative, operating and capital costs to be incurred by the Authority under the provisions of the Transportation Development Act statutes and applicable California Code of Regulations.

SECTION 4.4 APPROVAL OF BUDGET: The Board of Directors shall adopt the annual budget of the Authority.

SECTION 4.5 LIMITATION OF FUNDING RESPONSIBILITIES: No member entity may be required to provide funding greater than that received by said member entity from the Inyo County Local Transportation Commission or Mono County Local Transportation Commission without the consent of its governing board; provided, however, any member entity may choose to provide additional funding if its governing board so provides.

SECTION: 4.6 ASSIGNMENT OF FEDERAL TRANSPORTATION (FTA) CONTRACTS AND GRANT APPLICATION AUTHORITY:

- a. Subject to approval from FTA, the member entities may assign existing FTA contract and policies, including contractual requirements, assurances, and responsibilities, over to the Authority.

- b. The Authority Executive Director is hereby authorized to prepare, submit, and execute grant applications for the use of FTA operating, planning and capital funds, as well as other state and federal funds which may become available, for those projects included in the adopted budgets or Short Range Transit Plans, and for those projects approved by the Authority Board of Directors.

SECTION 4.7 GANN LIMIT TRANSFER: To the extent required by law and as provided by Article XIII B, Section 3 of the California Constitution, the appropriations limit of the Authority shall be increased by such reasonable amount as the member entities shall mutually agree, and the appropriations limit of each member entity shall be decreased as the member entities shall mutually agree.

ARTICLE V

DISPOSITION OF ASSETS

SECTION 5.1 SUCCESSOR ENTITY: If the Authority shall be succeeded by a new and separate entity or public entity deemed by the Authority Board of Directors to be a “successor entity,” that entity or entity [sic] shall receive title to all property held by the Authority pursuant to THIS AGREEMENT.

SECTION 5.2 NO SUCCESSOR ENTITY: Upon termination of the Authority, without a successor entity or entities, the Board of Directors shall determine whether, and in what proportion, the property held by the Authority shall be divided among the parties to THIS AGREEMENT, or whether such property shall be sold and the proceeds disposed of pursuant to subparagraph 5.3.

SECTION 5.3 SURPLUS MONEY: Upon termination of the Authority, with no successor entity, all funds, including the proceeds of the sale of property, in the possession of the Authority after payment of all costs, expenses, and charges validly incurred under THIS AGREEMENT, shall be returned to the member entities in proportion to their contribution as shall be determined by the Board of Directors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 SEVERABILITY: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute,

ordinance, or regulation, the remaining provisions of this Agreement or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have cause THIS AGREEMENT to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

CITY OF BISHOP

By: _____
John Young
Mayor, City of Bishop

ATTEST:

By: _____
Denise Gillespie
Asst. City Clerk, City of Bishop

Date: _____

**OFFICE OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517
(760) 932-5534/5533 Fax (760) 932-5531**

*Christy Robles
Acting County Clerk-Recorder*

**MINUTE ORDER
M06-181**

TO: County Administration
FROM: Board of Supervisors
SUBJECT: Formation of the Eastern Sierra Transit Authority, a new Joint Powers Authority
MEETING OF: October 17, 2006

(A) Approve the Joint Powers Agreement between County of Inyo, Mono County, City of Bishop and Town of Mammoth Lakes for the formation of the Eastern Sierra Transit Authority and authorize the Chairperson to sign on behalf of Mono County. (B) Appoint the Eastern Sierra Council of Government representatives from Mono County to also serve as members of the Board of Directors. Current ESCOG representatives are Supervisors Hunt and Hazard.

MINUTE ORDER INFORMATION

Directed to: CAO
Meeting Date: October 17, 2006
MO Number: M06-181
Agenda Item#: Bb
Notes:

MOTION INFORMATION

Motion: Bauer
Second: Hunt
Vote: 3-0
Abstain: None
Absent: Farnetti

CC LIST

Clerk of the Board X Employment File
County Adm. CAO X Special District
County Counsel Other:
Auditors Office X
Contract File X

possession of the Authority after payment of all costs, expenses, and charges validly incurred under THIS AGREEMENT, shall be returned to the member entities in proportion to their contribution as shall be determined by the Board of Directors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 SEVERABILITY: If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS WHEREOF, the parties hereto have caused THIS AGREEMENT to be executed and attested by the proper officers, who are duly authorized, as of the day and year first above written.

CITY OF BISHOP

By: _____

John Young

Mayor, City of Bishop

ATTEST:

By: _____

Denise Gillespie

Asst. City Clerk, City of Bishop

Date: _____

October 11, 2006

COUNTY OF INYO

By: Alvan Cash

Chairman, Board of Supervisors

ATTEST:

By: Marcia Donnelly

Date: 10-17-06

Clerk to the Board of Supervisors

Approved as to format:

By: Paul N. Bruce

Date: 10-17-06

Inyo County Counsel

COUNTY OF MONO

By: Tom Karmeth

Chairman, Board of Supervisors

ATTEST:

By: Christy Joddy
Acting

Date: 10-17-06

Clerk to the Board of Supervisors

Approved as to format:

By: _____

Date: 10-30-06

County Counsel

TOWN OF MAMMOTH LAKES

By: Kirk A. Stapp
KIRK A. STAPP
Mayor

ATTEST:

By: Arina Hutter
ARINA HUTTER
Town Clerk, Town of Mammoth Lakes

Date: 10-30-00

RESOLUTION NO. 06-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BISHOP, STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN A JOINT POWERS AGREEMENT FOR THE FORMATION OF THE EASTERN SIERRA TRANSIT AUTHORITY

WHEREAS, the California Joint Exercise of Powers Act (California Government Code Section 6500 et. seq.) authorizes two (2) or more public agencies to jointly exercise any power common to them; and

WHEREAS, the Town of Mammoth Lakes and the City of Bishop, California Municipal Corporations located, respectively, in Mono County and Inyo County, California and the Counties of Mono and Inyo, County political subdivisions of the State of California, ("the parties"), possess in common the powers to plan, operate, manage, and evaluate transit services; and

WHEREAS, the parties to this Joint Powers Agreement possess in common the power to acquire and expend funds toward the provision of transit services; and

WHEREAS, the parties to this Joint Powers Agreement find that it is in the best interest of the citizens of the Eastern Sierra that a Transit Authority be formed to more efficiently provide transit services throughout the region.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BISHOP that the MAYOR of the City is hereby authorized to and shall sign the aforesaid Joint Powers Agreement, in substantially the form as set forth in Exhibit "A" attached, on behalf of the City.

PASSED, APPROVED AND ADOPTED this 10th day of October 2006.



JOHN YOUNG, MAYOR

ATTEST: Richard F. Pucci, City Clerk

By: 

Denise Gillespie, Assistant City Clerk



STATE OF CALIFORNIA}

COUNTY OF INYO }

I, Denise Gillespie, Assistant City Clerk for the City of Bishop, do hereby certify that the whole number of members of the City Council of said City of Bishop is five (5); that the foregoing *Resolution No. 06-18* was duly passed and adopted by said City Council; approved and signed by the Mayor of said City; and attested by the City Clerk of said City, all at a regular meeting of said City Council, held on October 10, 2006, and that the same was so passed and adopted by the following roll call vote.

AYES: Crom, Connolly, Cullen, Henderson, Young

NOES: None

ABSTAIN: None

ABSENT: None

WITNESS, my hand and the seal of the City of Bishop this 11th day of October 2006.


Denise Gillespie, Assistant City Clerk
CITY OF BISHOP



In the Rooms of the Board of Supervisors
 County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisor of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 10th day of OCTOBER, 2006 an order was duly made and entered as follows:

Transit Pgrm/
 Regional Transit
 Joint Powers
 Authority (JPA)

The County Administrator briefly reviewed the events, which had resulted in the request for the Board to consider approving the Joint Powers Agreement (JPA) for the County to participate in the Eastern Sierra Transit Authority. The Board acknowledged and thanked Mr. Juliff, County Counsel, and other County Staff for their efforts in bringing the concept of a regional transportation service to the culmination of a mutually advantageous Joint Powers Authority. The Board also discussed the County's representation on the JPA Board of Directors, with Supervisor Bilyeu noting that the two Board Members assigned to the Eastern Sierra Council of Government (ESCOG) were from North County. The Chairperson reminded the Board that recommendations for Committee Assignments are at the discretion of the Chairperson and that Supervisor Bilyeu as this year's Vice-Chairperson should through succession to the Chair, have the opportunity to appoint the ESCOG representatives next year. Supervisor Arcularius further clarified that when she or other Board Members participate in the various committees, commissions and boards to which they are assigned on a yearly basis, there is an expectation that those Board Members are representing the entire County not just their districts. The Board went on to expound on how pleased they were to have the opportunity for the Transit Program to transition to a JPA in order to take advantage of all the funding and other opportunities available to a JPA that are not available to the governmental entities, in order to provide expanded Transit services for the Eastern Sierra Region. Moved by Supervisor Arcularius and seconded by Supervisor Bilyeu to A) approve the Joint Powers Agreement between the County of Inyo, the County of Mono, the City of Bishop and the Town of Mammoth Lakes for the formation of the Eastern Sierra Transit Authority and authorize the Chairperson to sign; and B) assign the Eastern Sierra Council of Government representatives from Inyo County to also serve as members of the Board of Directors of the JPA. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 10th

Days of OCTOBER 2006



RONALD JULIFF
 Clerk of the Board of Supervisors

By

Patricia Gunsolley
 Patricia Gunsolley, Assistant

| | |
|------------------------|---------|
| Routing | |
| CC | _____ |
| Purchasing | _____ |
| Personnel | X _____ |
| Auditor | _____ |
| CAO | X _____ |
| Other Transit | _____ |
| DATE: October 13, 2006 | |

RESOLUTION NO. 06-95

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES,
STATE OF CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN
A JOINT POWERS AGREEMENT FOR THE FORMATION OF THE EASTERN SIERRA
TRANSIT AUTHORITY

WHEREAS, the California Joint Exercise of Powers Act (California Government Code Section 6500 et. Seq.) authorizes two (2) or more public agencies to jointly exercise any power common to them; and

WHEREAS, the Town of Mammoth Lakes and the City of Bishop, California Municipal Corporations located, respectively, in Mono County and Inyo County, California, and the Counties of Mono and Inyo, County, political subdivisions of the State of California, ("the parties"), possess in common the powers to plan, operate, manage, and evaluate transit services; and

WHEREAS, the parties to this Joint Powers Agreement possess in common the power to acquire and expend funds towards the provision of transit services; and

WHEREAS, the parties to this Joint Powers Agreement find that it is in the best interest of the citizens of the Eastern Sierra that a Transit Authority be formed to more efficiently provide transit services throughout the region.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES that the MAYOR of the Town is hereby authorized to and shall sign the aforesaid Joint Powers Agreement, in substantially the form as set forth in Exhibit "A," attached, on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 20th day of September, 2006.


KIRK A. STAPP, Mayor

ATTEST:


ANITA HATTER, Town Clerk