

**BISHOP AREA WASTEWATER AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT (“Agreement”), is made and entered into by and between the EASTERN SIERRA COMMUNITY SERVICE DISTRICT (“ESCSD”), organized and existing under the Community Services District Law, Government Code section 61000 *et seq.* and the CITY OF BISHOP (“Bishop”), organized and existing as general law city under the general laws of the state of California. ESCSD and Bishop are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

- A.** Each Party to this Agreement is a public agency authorized and empowered to contract for the joint exercise of powers under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California; and
- B.** The Eastern Sierra Community Service District (“ESCSD”) was formed in 1977 for the purposes of providing wastewater collection, treatment and disposal services within its boundaries; and
- C.** ESCSD owns and operates a wastewater collection and treatment system, including a wastewater treatment plant, which plant has a treatment capacity of 0.85 million gallons per day (“MGD”) (“ESCSD Treatment Plant”);
- D.** The City of Bishop (“Bishop”) was incorporated in 1903, and among other municipal services, provides wastewater collection, treatment, and disposal services within the majority of its boundaries; and
- E.** Bishop owns and operates a wastewater collection and treatment system, including a wastewater treatment plant, which plant has a treatment capacity of approximately 1.6 MGD (“Bishop Treatment Plant”); and
- F.** Because of the close proximity of the ESCSD Treatment Plant to the Bishop Treatment Plant (together the “Plants”), ESCSD and Bishop have in the past determined it efficient and cost effective to explore opportunities for collaboration and coordination regarding future expansion of the Plants, and other joint projects to facilitate operation and management of their respective wastewater collection and treatment systems; and
- G.** Additionally, ESCSD and Bishop have jointly met with the Lahontan Regional Water Quality Control Board regarding future regulatory requirements impacting the Bishop and ESCSD wastewater collection and treatment systems for purposes of further identifying opportunities for collaboration and coordination on future projects; and
- H.** To this end ESCSD and Bishop have conducted the following joint studies (“Joint Studies”):

- Joint Treatment and Nutrient Removal – Feasibility Report, 2016
 - Inter-System Sewer Connections Feasibility Study City of Bishop, California, 2009
 - Land Area Calculations for Acquisition Alternatives – Resource Concepts Inc. (RCI), October 2019-Ongoing
- I.** The Joint Studies have identified various opportunities for collaboration and coordination, including but not limited to interconnection of the Plants to facilitate treatment of wastewater collected within both ESCSD’s and Bishop’s service areas, and the proposed Irrigation and Nutrient Removal Improvement Project; and
- J.** ESCSD and Bishop have also previously collaborated for the benefit of their respective residents as memorialized in various agreements, including, but not limited to, the “Agreement Respecting Sewer Services” dated May 1994, and the “Agreement to Furnish Water to Eastern Sierra Community Service District Wastewater Treatment Plant” dated April 2004; and
- K.** ESCSD and Bishop desire to build upon the past joint efforts to pursue both the interconnection of the Plants to facilitate treatment of wastewater, and the sprinkler irrigation program as a means of disposing of treated effluent (“Interconnection and Sprinkler Irrigation Program”); and
- L.** ESCSD and Bishop believe that the best way to achieve their joint goals in a way that is mutually beneficial is to form a joint powers agency under Articles 1 through 4, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code of the State of California (“Joint Exercise of Powers Act”); and
- M.** By forming a joint powers agency (“JPA”) under the Joint Exercise of Powers Act, ESCSD and Bishop believe they will be better able to, through a separate JPA, oversee and manage the planning and implementation, including but not limited to construction, operation and administration of, the Interconnection and/or Sprinkler Irrigation Program.

NOW THEREFORE, in consideration of the above Recitals and of the mutual promises and agreements contained herein, the Parties agree as follows:

**ARTICLE 1
GENERAL PROVISIONS**

1.1 **Definitions.** Unless the context otherwise requires, the words and terms defined in this Section 1.1 shall, for the purposes of this Agreement, have the meanings herein specified.

1.1.1 **Act** means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) relating to the joint exercise of powers common to public agencies.

- 1.1.2 Administrator means the Member Agency designated by the Board of Directors to manage and administer the Authority.
- 1.1.3 Agreement means this Joint Exercise of Powers Agreement.
- 1.1.4 Annual Budget means the budget adopted pursuant to Section 6.2.2 of this Agreement.
- 1.1.5 Authority means the Bishop Area Wastewater Authority, which is created by this Agreement.
- 1.1.6 Board or Board of Directors means the Board of Directors referred to in Article 2 ARTICLE 2 of this Agreement, which is the governing body of the Authority.
- 1.1.7 Director means a member of the Board appointed to the Board pursuant to Section 2.2 of this Agreement.
- 1.1.8 Effective Date means the last date on which all Parties to this Agreement have executed the Agreement.
- 1.1.9 Member Agency(ies) means ESCSD, Bishop and any other entity added to this Agreement by a subsequent amendment.
- 1.1.10 Member of the Board or Board Member means and includes any duly appointed Director, Chair and/or Vice-Chair of the Board.
- 1.1.11 Operator means the Member Agency designated by the Board of Directors to provide operation, maintenance, and similar services to the Authority.
- 1.1.12 Party(ies) means those entities who have executed this Agreement or any Amendment to this Agreement and who have not withdrawn from the Authority.
- 1.2 **Purpose.** This Agreement is made pursuant to the Act by ESCSD and Bishop, each of which is authorized to contract with the other pursuant hereto. The purposes of this Agreement are to create the Bishop Area Wastewater Authority (“Authority”), provide for the administration of the Authority and to enable the Authority to: (1) take all actions necessary to operate, maintain and improve both the existing irrigation system and create a new irrigation system; (2) acquire and/or lease additional land from City of Los Angeles DWP to increase acreage in the irrigable discharge area; (3) design and construct a diversion structure to alleviate capacity concerns; (4) pursue grant funding and financing options for future projects; (5) fund storage pond improvements; (6) construct additional monitoring wells; (7) incorporate existing Bishop acreage into an Authority-operated discharge area; (8) Collectively interact with regulatory agencies with oversight over both Parties; and (9) study the consolidation of the two wastewater treatment plants. Nothing in this Agreement impacts or transfers the ownership of the wastewater collection and treatment systems, treatment plants, or existing discharge acreage of either Party.

1.3 Creation of Authority. Pursuant to the Act, there is hereby created a public entity known as the “Bishop Area Wastewater Authority.” The Authority shall be a public entity separate and apart from the Member Agencies and shall administer this Agreement.

1.4 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by the Parties as provided in Article 7 of this Agreement.

1.5 Powers of Authority

1.5.1 General Powers. The Authority shall exercise, in the manner herein provided, the powers common to the Member Agencies, powers otherwise permitted under the Act, and powers necessary to accomplish the purposes of this Agreement, subject however to such limitations as are applicable to the ESCSD under the provisions of the Community Services District Law, Government Code section 61000 et seq., as required by Government Code section 6509.

1.5.2 Specific Powers. Subject to the limitations set out in Section 1.5.1, the Authority is hereby authorized, in its own name, to do all acts necessary, convenient and appropriate for the exercise of the foregoing powers for the purposes set forth in this Agreement and to do any or all of the following:

- (a) To make and enter contracts;
- (b) To employ agents and employees;
- (c) To lease, acquire, construct, manage, maintain or operate any building, works or improvements;
- (d) To acquire, hold or dispose of real or personal property;
- (e) To incur debts, liabilities or obligations, which do not constitute a debt, liability or obligation of any Member Agency;
- (f) To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that the Authority consents to such gifts, contributions and donations;
- (g) To fix the compensation, if any, paid to the Board of Directors, Secretary, Treasurer, Controller and Attorney, in compliance with all applicable laws;
- (h) To prescribe the duties, compensation and other terms and conditions of employment of other agents, officers and employees;
- (i) To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the Authority;

- (j) To apply for, accept, receive and disburse grants, loans and other aid from any agency of the United States of America or of the State of California;
- (k) To sue and be sued in its own name;
- (l) To invest money in the treasury, pursuant to Government Code section 6505.5, that is not required for the immediate necessities of the Authority, as the Authority determines advisable, in the same manner and on the same conditions as local agencies, pursuant to Section 53601 of the Government Code;
- (m) To carry out and enforce all provisions of this Agreement;
- (n) To provide for the provision of services both inside and outside of the boundaries of the Authority, pursuant to Government Code sections 61100 and 61101; and
- (o) To exercise any and all powers which are provided for in the Act and in Government Code section 6584 et seq. including, without limitation Government Code section 6588, as they exist on the Effective Date of this Agreement or may hereafter be amended; and
- (p) To exercise any and all powers, whether or not specifically enumerated herein above, which are provided for in Government Code sections 61060 through 61070, inclusive, as they exist on the Effective Date of this Agreement or as may hereafter be amended.

**ARTICLE 2
BOARD OF DIRECTORS**

2.1 **Creation.** The Authority shall be governed by a board of four (4) members, which is hereby established and which shall be composed of two (2) representatives appointed from each Member Agency. The governing board shall be known as the “Board of Directors of the Bishop Area Wastewater Authority.” All voting power shall reside in the Board.

2.2 **Members of the Board of Directors.**

2.2.1 **Directors Appointed.** Upon the Effective Date of this Agreement, each Member Agency which has not already done so shall designate and appoint, by resolution or minute order of its governing body, two (2) members of its governing body to act as its representatives on the Board of Directors, and one individual to act as an alternate to each Director so appointed. The alternate appointed by each Member Agency shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member is absent.

2.2.2 **Membership.** Each Director and alternate of the Board of Directors shall serve until a successor is appointed; provided, however, each Director and alternate

serves at the pleasure of the appointing Member Agency's governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing Member Agency governing body. If a Director or alternate's membership on the appointing Member Agency's governing body ceases, his or her membership on the Board shall also cease.

2.2.3 Board Compensation.

The Board shall serve without compensation from the Authority. Compensation may be provided as approved by the Member Agencies appointing each Director and alternate, and any such compensation will be the responsibility of the Member Agency.

2.3 Powers of the Board. All the power and authority of the Authority shall be exercised by the Board of Directors.

2.4 Provision for Bylaws. The Board may cause to be developed and may adopt, from time to time, such bylaws for the Authority to govern its day-to-day operations. Each Member Agency shall receive a copy of any bylaws developed and adopted under this Section.

**ARTICLE 3
MEETINGS OF THE BOARD**

3.1 Meetings. The Board shall provide for its regular meetings by resolution; provided, however, that at least one regular meeting shall be held each fiscal quarter. The date, hour and place of the regular meetings shall be fixed by Resolution of the Board and filed with the governing body of each of the Member Agencies. The Board may meet in joint session with other public agencies and advisory bodies in accordance with State law.

3.2 Ralph M. Brown Act. All meetings of the Board, including without limitation, regular, adjourned regular, special, and emergency meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, commencing with section 54950 of the Government Code.

3.3 Voting. Each Board Member shall have one vote. Except as otherwise provided by law or by this Agreement, all actions of the Board shall be approved on the affirmative vote of a majority of the Members of the Board.

3.4 Quorum. A majority of the Members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time.

3.5 Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, special, and emergency meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member of the Board and to each Member Agency.

3.6 Rules. The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

ARTICLE 4

OFFICERS AND EMPLOYEES OF THE AUTHORITY

4.1 **Chair.** The Board of Directors shall elect one of its members as Chair of the Board. The term of office for the Chair of the Board shall be one (1) year. The Chair of the Board shall preside at all meetings and shall perform such other duties as are specified by the Board of Directors.

4.2 **Vice-Chair.** The Board of Directors shall elect one of its members as Vice-Chair. The term of office for the Vice-Chair shall be one (1) year. The Vice-Chair shall perform all the duties of the Chair of the Board in the absence of the Chair of the Board or in the event the Chair of the Board is unable to perform such duties and shall perform such other duties as are specified by the Board of Directors.

4.3 **Secretary.** The Board of Directors shall elect a Secretary who shall serve at the pleasure of the Board. The Secretary may but need not be a member of the Board of Directors. The Secretary shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as the Board of Directors specifies.

4.4 **Treasurer and Auditor Controller.**

Pursuant to Government Code Sections 6505.5 and 6505.6, the Authority's Treasurer and Auditor/Controller shall be the Administrator's senior financial officer (such as its chief financial officer, director of finance, or finance manager as designated by the Administrator) unless the Board elects to appoint as the Treasurer and Auditor/Controller another individual of its own choosing. The Treasurer shall be the depository and have custody of all money of the Authority, from whatever source, and shall have all of the duties and obligations set forth in Sections 6505 and 6505.5 of the Government Code. The offices of Treasurer and Auditor/Controller may be held by separate individuals, or combined and held by one individual as the Board may elect. If the Board does not elect to appoint another individual of its own choosing as the Treasurer and Auditor/Controller, the Treasurer and Auditor/Controller shall serve at the pleasure of the Administrator and may be removed at any time, with or without cause, in the sole discretion of the Administrator's governing body or management-level employee.

4.5 **Authority Attorney.**

The Attorney for the Authority, who may be counsel to one of the Member Agencies, shall be appointed by the Board of Directors. The Attorney for the Authority or a designated deputy shall attend or participate in meetings of the Board of Directors at the direction of the Chair; provided, however, that the absence of the Authority Attorney shall not affect the validity of any meeting. The Attorney shall perform such other duties the Board of Directors specifies.

- 4.6 **Official Bond.** Pursuant to Government Code section 6505.1, the public officer, officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount to be fixed by the Parties to this Agreement.
- 4.7 **Additional Officers and Employees.** The Board shall have the power to appoint such additional officers and to employ such employees, assistants, contractors, consultants and others as may be appropriate. Such power shall include, but not be limited to, the power to appoint an Administrator for the purposes of managing and administering the Authority, and an Operator for the purposes of providing operations, maintenance, and similar services to the Authority. A Member Agency may be appointed as the Authority's Administrator and/or Operator pursuant to a written agreement with the Authority.

ARTICLE 5 COMMITTEES

5.1 **Committees.**

The Board of Directors, by a majority vote, may form committees for any purpose. Such vote shall designate the method for appointing committee members, the scope of the duties and responsibility of the committee, whether the committee is a standing or ad hoc committee, and such other matters as the Board may deem appropriate.

ARTICLE 6 FINANCES

6.1 **Fiscal year.** The Fiscal Year of the Authority shall be the period commencing on July 1 of each year and ending on and including the following June 30.

6.2 **Annual Budget.**

6.2.1 **Interim Budget.** The Board shall, within one hundred and twenty days (120) days of the Effective Date of this Agreement, approve an interim budget, which shall constitute the operating budget until the Annual Budget is adopted.

6.2.2 **Annual Budget.** Annually, in March of each year, the Board shall adopt a preliminary budget and an allocation of contributions from Member Agencies for presentation to each Member Agencies' governing body. The governing body of each Member Agency shall, no later than May 31 of each year, review and comment on the preliminary budget and allocation of contributions. Thereafter, annually, prior to July 1 of each year, the Board shall adopt a final budget for all expenses to be made by the Authority during the ensuing Fiscal Year and adopt an allocation of contributions from Member Agencies, which may include specific allocations of contributions from each Member Agency for special projects. Each annual budget shall be adopted and shall be effective on the affirmative vote of a majority of the Directors. Contributions for each Member Agency shall be due and payable to the Authority within forty-five (45) days of approval of the budget; provided, however, contributions towards capital improvement projects shall be

due and payable to the Authority within thirty (30) days of award of the contract for such project, or as otherwise determined by the Authority.

6.2.3 Failure to Obtain Budget Approval. In the event the Board does not adopt a budget prior to start of a fiscal year, the budgeted amounts of all expenses and allocation of contributions from Member Agencies shall remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index (“CPI”) with a minimum increase of no less than two percent (2%). The CPI shall mean the Consumer Price Index, Bureau of Labor Statistics, U.S. Department of Labor Consumer Price Index-All Urban Consumers, Riverside-San Bernardino-Ontario, CA for the twelve (12) month period ending the February prior to the beginning of the fiscal year, or if this index no longer exists, an index approved by a majority of the Board. This factor shall be applied to the budget until such time as a new budget is adopted by the Board. Any shortfall in revenues shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments.

6.3 Funds, Accounts and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements.

6.3.1 Sources of Funds. The sources of funds available to the Authority may include, but are not limited to, the following:

- (a) Grants, donations, and loans received by the Authority from local, State, or Federal agencies or from individuals or businesses.
- (b) Funds collected as user charges or user fees by Member Agencies.
- (c) Funds collected as connection fees by Member Agencies.
- (d) Funds received from State and Federal disaster relief agencies.
- (e) Funds obtained by issuing bonds, notes, warrants and other evidences of indebtedness.
- (f) “In kind” contributions from Member Agencies.
- (g) Funds from any other source derived.

The Authority shall arrange for the receipt of such funds from the above sources as are available to the Authority and as are necessary for the conduct of the Authority’s activities. Member Agencies may, in the appropriate circumstances: (a) make contributions from their treasuries for the purposes set forth in this Agreement; (b) make payments of public funds to defray the cost of such

purposes; and (c) make advances of public funds for such purposes. The provisions of Government Code section 6513 are incorporated into this Agreement. The Authority may adopt a cost sharing formula for determining contributions from Member Agencies.

- 6.3.2** Accounts. Revenues or funds received or made available to the Authority from any source whatsoever, shall be deposited into accounts that may be established by the Authority and may be expended by the Authority in any legal manner, subject to such reservations as may be imposed by the Authority from time to time.
- 6.3.3** Reports. The Treasurer shall, within one hundred and eighty days (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such fiscal year to the Board of Directors and to each Member Agency. The Authority's books and records shall be open to inspection at all reasonable times by representatives of each Member Agency.
- 6.4** Payments and Advances. No expenditures in excess of those budgeted shall be made without approval of a revised or amended budget, which may from time to time be submitted to and approved by the Board of Directors.
- 6.5** Audit. The Treasurer and Auditor/Controller shall cause an annual audit of the accounts and records of the Authority to be made and reported in accordance with Sections 6505 through 6505.6 of the Government Code. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination.
- 6.6** Procurement Methods. The Board may adopt such policies relating to procurement of services, equipment, supplies and other materials needed to accomplish the purposes of this Agreement.

ARTICLE 7

TERMINATION / WITHDRAWAL / AMENDMENT

7.1 Duration and Termination.

This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated by the mutual written consent of both Member Agencies; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority. Notwithstanding the above, the Parties hereto agree and acknowledge that this Agreement may not be terminated for the first year of its term, which period shall be considered a one year, non-cancelable commitment.

- 7.2 **Withdrawal.** Notwithstanding any other provision of this Agreement, any Member Agency may withdraw from the Authority by providing the Authority with 180 days written notice of its intent to withdraw. A withdrawal from the Authority constitutes a withdrawal of that Member Agency's representatives from the Board of Directors.
- 7.3 **Effect of Withdrawal.** The withdrawal of a Member Agency shall not terminate its responsibility to contribute its share of any obligation incurred by the Authority, including amounts determined by the Board for (1) liabilities and claims accrued during the time the agency was a Member Agency or (2) budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given. Except as the withdrawing Member Agency may agree, in writing, with the Board, the withdrawing Member Agency shall automatically relinquish all rights as a Member Agency under this Agreement, on the effective date of the withdrawal. Upon termination of this Agreement, a Member Agency that has withdrawn will be treated like all other Member Agencies for purposes of disbursement of Authority assets, unless otherwise agreed in writing.
- 7.4 **Disbursement.** Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the Authority shall be disbursed among Member Agencies, including any Member Agencies which previously withdrew from the Authority. All assets shall be divided among the Member Agencies in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when received) made during the term of this Agreement, if it is feasible to do so. However, the Board may, in its discretion and by a majority vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member Agency's contribution.
- 7.5 **Amendment.** This Agreement may be amended at any time by the written approval of the governing body of each Member Agency upon recommendation of a majority of the Board of Directors of the Authority.

ARTICLE 8 SPECIAL PROVISIONS

- 8.1 **Insurance.** The Authority shall maintain types and levels of insurance coverage for the Authority as the Board of Directors determines to be reasonably adequate, provided, however, that each Member Agency shall be named as an additional insured on such policy of and/or or agreement for insurance coverage.
- 8.2 **Liability of Authority, Board, Officers, Employees.** Pursuant to Government Code section 6508.1, the debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Member Agencies or any of their respective members, officers, directors, employees or agents. The Authority, its Directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Member Agency, its officer, director or employee shall be responsible

for any action taken or omitted by any other Member Agency, or its officers, or employees.

- 8.3 Indemnity.** The Authority shall indemnify, defend and hold harmless the Board of Directors, the individual Member Agencies, and their members, officers, directors, employees and agents from and against any and all liability, loss, damages, expenses, costs (including, without limitations, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, including, but not limited to those related to the use of any property and/or facility of any Member Agency, except such loss or damage which was caused by the willful misconduct of the Board of Directors, any individual Member Agency, or their members, officers, directors, employees and agents. Further, the duty of the Authority to indemnify, defend and hold harmless shall not extend to the activities the individual Member Agencies, and their members, officers, directors, employees and agents that are outside the scope of this Agreement. The Authority's duty to indemnify each Member Agency pursuant to this Agreement shall survive that Member Agency's withdrawal from the Agency.
- 8.4 Conflict of Interest Code.** The Authority shall, by resolution, adopt a conflict of interest code as required by law.

ARTICLE 9 MISCELLANEOUS PROVISIONS

- 9.1 Severability.** If any section, clause or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to the other Party or to other persons or circumstances shall not be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.
- 9.2 Notices.** Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid to the respective Parties, as follows:

Eastern Sierra Community Service District

Attention: Office Manager
301 W. Line Street, Suite D
Bishop CA 93514

With a copy to:

Ward Simmons, General Counsel
Best Best & Krieger LLP
P.O. Box 1028
Riverside, CA 92502

City of Bishop

Attention: City Administrator
PO Box 1236
Bishop CA 93515

With a copy to:

Dean Pucci, City Attorney
City of Bishop
PO Box 1236
Bishop CA 93515

- 9.3 **Other Obligations.** The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as may be provided for in other agreements to be executed by the Parties.
- 9.4 **Consent.** Whenever in this Agreement or in any amendment thereto consent or approval is required, the same shall not be unreasonably withheld.
- 9.5 **Other Agreements Not Prohibited.** Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.
- 9.6 **Assignment.** The rights, titles and interests of any Party to this Agreement shall not be assignable or transferable without the consent of the governing body of each Party hereto and the Board of Directors.
- 9.7 **Section Headings.** The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.
- 9.8 **Laws of California.** This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.
- 9.9 **Construction of Language.** It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 9.10 **Cooperation.** The Parties recognize the necessity and hereby agree to cooperate with each other in carrying out the purposes of this Agreement.
- 9.11 **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.
- 9.12 **Enforcement.** The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to an injunction and specific performance, necessary or permitted by law to enforce this Agreement.
- 9.13 **Integration.** This Agreement constitutes the full and complete Agreement of the Parties.

9.14 **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Joint Exercise of Powers Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set forth below, making the same effective on the date signed by the last of all Parties hereto.

Eastern Sierra Community Service District

City of Bishop

By: *Scott Raskuchi*

By: *Randall Phillips*

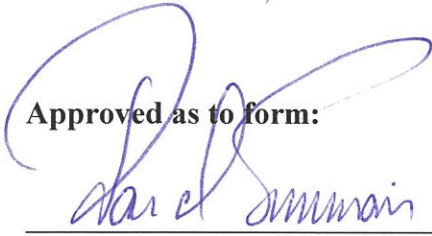
Title: *Board President*

Title: *City Administrator*

Date: *6/25/20*

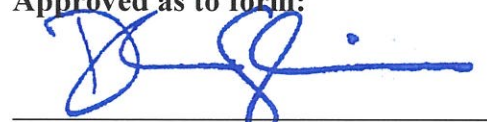
Date: *4/16/2020*

Approved as to form:



Ward Simmons, General Counsel
Best Best & Krieger LLP

Approved as to form:



Dean Pucci, City Attorney