

Agreement No. 20-28

**Agreement Between the County of Yolo and the Cities of Davis,
Winters, and Woodland Creating the
Yolo Animal Services Planning Agency Joint Powers Authority**

THIS AGREEMENT (“Agreement”) is entered into this 25th day of February, 2020 by and between the County of Yolo and the Cities of Davis, Winters, and Woodland (each individually a “Member” and referred to collectively as the “Members”) to create the Yolo Animal Services Planning Agency as a joint powers agency under California Government Code Section 6500 *et seq.*

RECITALS

WHEREAS, Government Code Sections 6500-6515, permitting two or more local public entities by agreement to jointly exercise any power common to them, authorizes the Members to enter into this Agreement; and

WHEREAS, the County of Yolo (“County”) currently operates an animal shelter and associated animal services program to house and care for a variety of dogs, cats, and other animals that are lost, abandoned, or otherwise in need of shelter services; and

WHEREAS, each of the Cities contracts with the County for animal control and shelter services within its jurisdictional boundaries, but currently lacks a formal governance role in animal services shelter management and operations; and

WHEREAS, the Members collectively desire to create a new governance structure so as to explore future operational options for alternative provision of animal services in a coordinated manner that affords each Member a substantial role; and

WHEREAS, the Members enter into this Agreement to create the Yolo Animal Services Planning Agency as a joint powers agency for the purposes set forth above;

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereby agree as follows:

AGREEMENT

1. **Creation of Yolo Animal Services Planning Agency.** Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), as amended from time to time (the “JPA Law”), the Members hereby establish the Yolo Animal Services Planning Agency (hereinafter, the “Agency”) as a joint powers agency separate from each of its Members.

As authorized by Government Code Section 6508.1, the assets, debts, liabilities, and obligations of the Agency shall not constitute assets, debts, liabilities, or obligations of any Member. However, a Member may separately contribute assets to and contract for, or assume responsibility for, specific debts, liabilities, or obligations of the Agency. Within 30 days after the

Effective Date, as defined in Section 5, below, the County Administrator shall cause a notice of this Agreement to be prepared and filed with respect to the Agency with the office of the Secretary of State in the manner set forth in Government Code Section 6503.5.

2. **Parties to this Agreement.** Each Member is a public agency under Government Code Section 6500 and may contract with the other Members to create a joint exercise of powers agency for the purposes set forth in Section 3, below. Each Member also certifies that the withdrawal or other removal of any Member from this Agreement does not affect this Agreement nor each remaining Member's intent to contract with the other Members then remaining for the purposes set forth herein.

3. **Purpose.** The purpose of this Agreement is to establish the Agency and provide authority to carry out the following planning tasks and actions:

- (a) To establish a JPA governance structure, including the development of a shared vision, mission, and goals.
- (b) To explore operational models, staffing and program options related to the provision of animal services in Yolo County.
- (c) To conduct or provide guidance regarding related public outreach.
- (d) If the Members so choose, to consider the development of a subsequent JPA with the intent of instituting an operational model that may include the development of a shelter facility and make recommendations regarding governance models for shelter construction, management, and/or operations.

4. **Powers.** The Agency shall have all powers granted to joint powers agencies in Articles 2 and 4 of the JPA Law. Additionally, the Agency is authorized, in its own name, to exercise all powers and carry out all acts necessary to fulfill the purposes of the Agency as set forth in the Recitals and Section 3, above, including but not limited to the following:

- (a) To make and enter into contracts;
- (b) To receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (c) To sue and be sued in its own name;
- (d) To recruit and coordinate work by volunteers, contract with consultants, contractors, and agents; and
- (e) To receive, collect, invest and disburse moneys.

Further, although the Agency is expected to exercise only limited powers and, as of the date of this Agreement, is not anticipated to have its own funds, assets, contracts, or debts

or liabilities, the Members nonetheless authorize it to exercise all of the following powers if circumstances so require:

- (f) Incur debts, liabilities and obligations; provided that no debt, liability or obligation of the Agency is a debt, liability or obligation of any Member except as separately agreed to by a Member agreeing to be so obligated;
- (g) Acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means;
- (h) To hire and maintain its own employees; and
- (i) To lease real or personal property as lessee and as lessor;

As provided in Government Code Section 6509, all of the foregoing powers shall be exercised subject only to such restrictions upon the manner of exercising such power as are imposed upon the County in the exercise of similar powers.

5. **Effective Date; Term.** This Agreement shall become effective on the date on which the last of the Members approves execution of the Agreement through the formal action of its governing body. This Agreement shall continue in effect until lawfully terminated as provided herein.

6. **Board of Directors.** The Agency shall be administered by a Board of Directors. The Board may adopt Bylaws on matters covered by this Agreement and on any other issues as may be necessary or useful to the conduct of its affairs. The Board shall exercise all powers and conduct all business of the Agency, either directly or by delegation except to the extent prohibited by this Agreement, by applicable law, or by its duly adopted Bylaws. Other specific terms and conditions relating to the Board of Directors are as follows:

- (a) Directors. The Board is comprised of four voting members and an equal number of alternates, with one director and one alternate appointed by the governing body each Member. Each Member-appointed director and alternate shall be elected officials of the governing body of the Member. All subsequent references to a “Director” in this Agreement shall be deemed to include the appointed alternate.

The Board shall adopt and maintain a conflict of interest code pursuant to state law. To adhere to the regulations of the Fair Political Practices Commission (Title 2, Division 6, California Code of Regulations), each Director shall file with the Authority the required FPPC forms upon assuming office, during office, and upon termination of office.

- (b) Term. Each Director shall serve a term defined in length by the governing body of the appointing Member in its sole discretion. There are no term or other limits for Directors appointed by individual Members, but Board membership shall

automatically terminate upon the end of a Director's service on the governing body of the appointing Member. Any vacancy in a Member's Director position shall be filled by its governing body, subject to the provisions of this Agreement.

- (c) Compensation. Directors are not entitled to compensation, reimbursement of expenses, or other remuneration of any type from the Agency. This does not limit or in any way preclude a Director from receiving reimbursement of expenses or other compensation by the appointing Member.
- (d) Officers. The Board of Directors shall, at its first meeting and periodically thereafter as may be specified in its Bylaws or otherwise agreed upon, elect a Chair and Vice-Chair by majority vote. The Chair and Vice-Chair shall coordinate with the Secretary to set meeting agendas and shall also have the duties set forth in any adopted Bylaws of the Agency. If either the Chair or Vice-Chair ceases to be a Director, the resulting vacancy will be filled at the next meeting of the Board.

The Secretary of the Agency shall be the County Administrator or his or her designee until such time as the Board may appoint a replacement. The Secretary shall keep the records of the Agency, shall act as the Secretary at the meetings of the Board of Directors, shall keep a record of the proceedings of the Agency, and shall perform all duties incidental to the office.

The Financial Officer of the Agency shall be the Chief Financial Officer of the County or his or her designee until such time as the Board may appoint a replacement. The Financial Officer shall be the treasurer and controller of the Agency and shall have the powers, duties, and responsibilities specified in Government Code Section 6505.5. Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing bonds providing for a trustee or other fiscal agent, the Financial Officer is designated the depository of the Agency to have custody of all its monies from whatever source derived. The Financial Officer is designated as the public officer or person who has charge of, handles, or has access to any property of the Agency, and as such (if the Agency owns or possesses property and funds with an aggregate valued exceeding \$1,500) shall file an official bond with the Secretary of the Agency in the amount determined to be necessary pursuant to Government Code Section 6505.1.

Unless the Board of Directors elects to retain other counsel for general legal matters, the County Counsel or his or her designee shall be the General Counsel to the Agency. Nothing in this Agreement constrains the authority of the County Counsel to decline to provide legal services to the Agency, either on individual matters or altogether. The Board of Directors or the Executive Director, subject to any limits on his or her contracting authority, may also contract with a private law firm for specialized legal services or for legal services generally in the event the County Counsel declines to provide representation.

The Board of Directors has the power to appoint other officers and employees as it may deem necessary and to retain independent counsel, consultants, and accounts.

7. **Meetings.** The Board of Directors shall provide for its regular meetings in accordance with the calendar of regular meetings adopted by the Board annually. It shall hold at least one regular meeting each year. The date, hour, and place of the holding of the regular meetings shall be specified in any adopted Bylaws or set pursuant to a calendar of meetings adopted by the Board; provided, however, that if the Chair determines there is no business to transact at such meeting, it shall be cancelled. Other meetings, including special and emergency meetings, may be called in accordance with the Ralph M. Brown Act (California Government Code Sections 54950-54963). All meetings shall be conducted in accordance with the provisions of the Brown Act.

- (a) **Quorum.** A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. Each Director shall have one vote; an alternate Director shall have no votes if the Director is present. All actions of the Board shall require a minimum of three affirmative votes.
- (b) **Minutes.** The Secretary shall cause to be kept minutes of all meetings of the Board of Directors and shall, as soon as possible after each meeting, cause a copy of the adopted minutes from any prior meeting(s) to be forwarded to each member of the Board.
- (c) **Closed Sessions.** Closed sessions of the Board shall be confidential. However, confidential information from closed sessions may be disclosed to Members as permitted by Government Code Section 54956.96. The Board may include provisions in its Bylaws to implement this Section.

8. **Executive Director; Staff.** It is anticipated that the Board shall initially be staffed by the County Administrator's Office. The Board of Directors may, however, appoint an Executive Director to implement policy, manage personnel, develop programs, and otherwise conduct the day-to-day business of the Agency. The Executive Director will carry out decisions of the Board of Directors, meet the strategic goals of Board in an efficient and cost-effective manner, and be accountable for interacting with the public, each Member, and other local, state, and federal agencies. The Executive Director position is at-will and shall serve at the pleasure of the Board of Directors.

The Executive Director shall retain and employ such staff as may be reasonably required for the conduct of agency affairs pursuant to this Agreement, the direction of the Board, and other relevant authorities.

9. **Accounts and Records.** All accounts, financial records, budgets, and other fiscal matters shall be governed by the JPA Law, Bylaws adopted by the Board of Directors establishing contracting and other fiscal policies, and other applicable federal and state laws, regulations, and

policies. Except to the extent that any of the foregoing authorities may provide otherwise, the following terms and conditions all apply to financial matters:

- (a) Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Agency shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to the following June 30.
- (b) Budget: The Board of Directors shall adopt an operating budget at its first meeting for the remainder of the initial fiscal year and, subsequently, shall adopt its annual budget not less than 60 days prior to the beginning of each successive fiscal year. The requirements of this section shall not apply during any periods when the Agency does not maintain any funds or accounts and does not otherwise have an existing or anticipated need to take action on matters typically included in a local agency budget.
- (c) Funds and Accounts. As necessary, the Agency shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles, or by any provision of law or any resolution or Bylaw of the Board of Directors. Books and records of the Agency shall be open to inspection at all reasonable times by authorized representatives of Members. Additionally, the Agency shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.
- (d) Audits. Pursuant to Government Code Section 6505, if the Agency maintains any funds or accounts during a fiscal year, the Financial Officer shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of the Agency, conforming in all respects with the requirements of that Section. The Board of Directors may appoint an audit committee from its membership to oversee the annual audit process, meet with the independent auditor(s), and receive the audit report.

By unanimous vote of the Board of Directors, if not in conflict with any state or federal law, regulation, or other requirement, the audit may be biennial as permitted by Government Code Section 6505(f). A report of the audit shall be filed as a public record with each of the Members and sent to any public agency or person in the State of California that requests a copy of the report in writing or that is required by law, regulation, or policy to receive the audit report. The report shall be filed within twelve months of the fiscal year(s) under examination. Costs of the audit shall be considered a general expense of the Agency.

10. **Funds.** The Financial Officer shall have the custody of and disburse the Agency's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function consistent with Government Code Section 6505.6,

provided he or she is responsible upon his or her official bond for the safekeeping and disbursement of all such funds.

11. **Withdrawal.** A Member may withdraw as a party to this Agreement upon written notice to the Agency and each of the other Members. Any such withdrawal shall be effective 30 days after delivery of the notice to each of the other Members unless at later effective date is specified therein. Notwithstanding the foregoing, no notice of withdrawal shall be of any force or effect unless the withdrawing Member first meets and confers with each other Member, separately or together, to discuss the reason(s) for withdrawal and identify any alternative strategies that may allow the Member to remain a participant in the Agency.

12. **Termination and Distribution of Assets.** A 2/3 vote of the governing bodies of each of the Members of the Agency is required to terminate the Agency and this Agreement. If necessary, this Agreement and the Agency shall continue to exist after such election for the sole purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Agency.

Upon the termination of this Agreement and following the disposition of any claims or other liabilities of the Agency, any remaining assets of the Agency shall be distributed among its members in proportion to their cash contributions or contributions of real or personal property, all based on market value at the time of contribution. The Board of Directors shall determine such distribution within six months after disposal of the last pending claim or other liability of the Agency. In the event of termination, a withdrawn member may share in the distribution of assets pursuant to this provision.

13. **Liability of Directors, Officers, and Employees.** The members of the Board of Directors, employees, officers, any committee members, advisors, and volunteers shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. With the exception that this Section shall in no event be construed to require indemnification by the Agency to a greater extent than permitted under the public policy of the State of California, the Agency shall indemnify, defend and hold harmless the members of the Board of Directors and its employees, officers, committee members, advisors, and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of services on behalf of the Agency, provided that any such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Agency.

The funds of Agency shall be used to defend, indemnify, and hold harmless Agency and any individual covered by this provision for actions taken within the scope of their appointment, employment, or other service to the Agency. Nothing herein shall limit the right of the Agency to purchase insurance to provide coverage for matters covered by this provision. The obligations set forth above shall survive the termination or expiration of this Agreement.

14. **Notices.** Notices and other communications hereunder to a Member shall be sufficient if delivered to the Clerk of the governing body of a Member.

15. **Prohibition Against Assignment.** No Member nor the Agency may assign any right, claim, or interest it may have under this Agreement to a third party. No creditor, assignee or third party beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of the Agency.

16. **Amendments.** This Agreement may be amended by an affirmative vote of the governing bodies of 2/3 of the Members. A proposed amendment must be submitted to each Member at least 45 days in advance (unless reduced by written consent of the Member through its City Manager or County Administrator) of the date when the Member is obligated to act upon it. An amendment is to be effective immediately unless otherwise designated.

17. **Severability.** If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

18. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

19. **Counterparts.** This Agreement may be executed in several counterparts, including electronic or facsimile counterparts, each of which is an original and all of which constitutes but one and the same instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

COUNTY OF YOLO


By: Gary Sandy
Title: Chair
Date: 2/25/20

Approved as to Form:


By: Philip J. Bogledich, County Counsel

CITY OF DAVIS

By: _____
Title: _____
Date: _____

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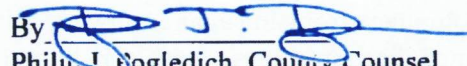
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COUNTY OF YOLO


By: Gary Sandy
Title: Chair
Date: 2/25/20

Approved as to Form:


By: Philip J. Bogledich
Philip J. Bogledich, County Counsel

CITY OF DAVIS


By: Michael Webb
Title: City Manager
Date: 8/18/20

CITY OF WINTERS

Bill Biasi
By: Bill Biasi
Title: Mayor
Date: _____


CITY OF WOODLAND

By: _____
Title: _____
Date: _____

CITY OF WINTERS

By: _____
Title: _____
Date: _____

CITY OF WOODLAND


By: Rick Lansburg
Title: MAYOR
Date: 08-18-2020