

## **CALIFORNIA PENAL CODE (EXCERPT FOR RESPONDENTS)**

Section 933.05 (a): For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

1. The respondent agrees with the finding.
2. The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future; with a timeframe for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decisionmaking authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

**EXAMPLE: CORRECT FORMAT FOR RESPONDING TO A GRAND JURY REPORT**

As required by Penal Code Section 933.05

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**FINDINGS:**

1. Even when notification proceeds properly, the foster child's school records may not arrive at the new school for as long as eight or ten weeks. During this time the child may not be permitted to attend school

**Disagree**

**Children are not denied education and a child's school record has to be requested by the school of enrollment.**

2. Our CPS is on record as demanding that foster parents not home school the foster children in their care. CPS finds it difficult to enforce its own policy.

**Partially agree**

**Nevada County CPS requires that its foster children be mainstreamed in education unless there are exceptional circumstances.**

3. There can be a number of possible reasons for the foster child's relocation to another county, i.e., the availability of foster homes, need for special care, relationships between foster parent and foster child, the location of a desirable member of the child's extended family.

**Agree**

**RECOMMENDATIONS:**

6. The Board of Supervisors should consider taking back from the State the responsibility for the approval and training of foster parents within the County.

**The recommendation will not be implemented at the present time**

**The Board believes the current process for the approval and training of foster parents in Nevada County is sufficient at the present time.**

7. The Board of Supervisors should maintain funds and services to continue the County's model of the transition of 18-year-olds in the foster care system into independent living.

***The recommendation has been partially implemented***

**Additional initiatives to redesign the California Child Welfare System will be implemented in Nevada County in conjunction with changes in State regulations.**

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**GOVERNMENT CODE - GOV****TITLE 1. GENERAL [100 - 7931.000]** ( Title 1 enacted by Stats. 1943, Ch. 134. )**DIVISION 7. MISCELLANEOUS [6000 - 7599.104]** ( Division 7 enacted by Stats. 1943, Ch. 134. )**CHAPTER 5. Joint Exercise of Powers [6500 - 6599.3]** ( Chapter 5 added by Stats. 1949, Ch. 84. )**ARTICLE 1. Joint Powers Agreements [6500 - 6539.7]** ( Article 1 added by Stats. 1949, Ch. 84. )

**6500.** As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, a federally recognized Indian tribe, or any joint powers authority formed pursuant to this article by any of these agencies.

(Amended by Stats. 2011, Ch. 266, Sec. 1. (AB 307) Effective January 1, 2012.)

**6500.1.** This chapter shall be known and may be cited as the Joint Exercise of Powers Act.

(Added by Stats. 2000, Ch. 506, Sec. 8. Effective January 1, 2001.)

**6501.** This article does not authorize any state officer, board, commission, department, or other state agency or institution to make any agreement without the approval of the Department of General Services or the Director of General Services if such approval is required by law.

(Amended by Stats. 1965, Ch. 371.)

**6502.** If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, including, but not limited to, the authority to levy a fee, assessment, or tax, even though one or more of the contracting agencies may be located outside this state.

It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

(Amended by Stats. 2014, Ch. 386, Sec. 2. (AB 2170) Effective January 1, 2015.)

**6502.5.** In addition to any power common to its member districts, the Resource Conservation Energy Joint Powers Agency has the authority to finance, construct, install, and operate projects for the production of biogas and electricity from the digestion or fermentation of animal or agricultural waste. The agency may undertake these projects within its jurisdiction or outside its jurisdiction. The authority to undertake projects outside the jurisdiction of the agency is limited to the geographical areas of Fresno, Kings, Madera, Merced, San Joaquin, and Tulare Counties.

Prior to undertaking a project authorized by this section outside the jurisdiction of the agency, the agency shall obtain approval of the board of supervisors of the county in which the project is to be located.

(Added by Stats. 1984, Ch. 956, Sec. 1. Effective September 10, 1984.)

**6502.7.** (a) If authorized by their legislative or other governing bodies, two or more public agencies which have the authority to identify, plan for, monitor, control, regulate, dispose of, or abate liquid, toxic, or hazardous wastes or

hazardous materials may, by agreement, jointly exercise any of these powers common to the contracting parties.

(b) The contracting parties may provide special services, including persons specially trained, experienced, expert, and competent to perform these special services.

(c) The provisions of this section are declaratory of existing law and do not limit any authority which already exists.

*(Added by Stats. 1986, Ch. 126, Sec. 1.)*

**6503.** The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

*(Added by Stats. 1949, Ch. 84.)*

**6503.1.** (a) When property tax revenues of a county of the second class are allocated by that county to an agency formed for the purpose of providing fire protection pursuant to this chapter, those funds may only be appropriated for expenditure by that agency for fire protection purposes.

(b) As used in this section, "fire protection purposes" means those purposes directly related to, and in furtherance of, providing fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs.

(c) This section shall not be interpreted to alter any provision of law governing the processes by which cities or counties select providers of ambulance transport services.

*(Added by Stats. 2002, Ch. 339, Sec. 1. Effective January 1, 2003.)*

**6503.5.** Whenever a joint powers agreement provides for the creation of an agency or entity that is separate from the parties to the agreement and is responsible for the administration of the agreement, such agency or entity shall, within 30 days after the effective date of the agreement or amendment thereto, cause a notice of the agreement or amendment to be prepared and filed with the office of the Secretary of State. The agency or entity shall furnish an additional copy of the notice of the agreement or amendment to the Secretary of State, who shall forward the copy to the Controller. The notice shall contain:

(a) The name of each public agency that is a party to the agreement.

(b) The date that the agreement became effective.

(c) A statement of the purpose of the agreement or the power to be exercised.

(d) A description of the amendment or amendments made to the agreement, if any.

Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice required by this section within 30 days after the effective date of the agreement or amendment, shall not thereafter, and until such filings are completed, issue any bonds or incur indebtedness of any kind.

*(Amended by Stats. 2007, Ch. 343, Sec. 6. Effective January 1, 2008.)*

**6503.6.** (a) When an agency or entity files a notice of agreement or amendment to the agreement with the office of the Secretary of State pursuant to Section 6503.5, the agency or entity shall file a copy of the full text of the original joint powers agreement, and any amendment to the agreement, with the Controller. An agency or entity that meets the definition of a joint powers authority or joint powers agency under Section 56047.7 that was formed for the purpose of providing municipal services and that includes a local agency member that is a city, district, or county shall, within 30 days after the effective date of the agreement or amendment to the agreement, file a copy of the agreement or amendment to the agreement with the local agency formation commission in each county within which all or any part of a local agency member's territory is located.

(b) Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice with a local agency formation commission required by this section within 30 days after the effective date of the agreement or amendment shall not thereafter, and until those filings are completed, issue any bonds or incur indebtedness of any kind.

*(Amended by Stats. 2016, Ch. 173, Sec. 1. (SB 1266) Effective January 1, 2017.)*

**6503.7.** Within 90 days after the effective date of this section, any separate agency or entity constituted pursuant to a joint powers agreement entered into prior to the effective date of this section and responsible for the

administration of the agreement shall cause a notice of the agreement to be prepared and filed with the office of the Secretary of State. The agency or entity shall also furnish an additional copy of the notice of the agreement to the Secretary of State who shall forward the copy to the Controller. The notice shall contain all the information required for notice given pursuant to Section 6503.5.

Notwithstanding any other provision of this chapter, any joint powers agency that is required and fails to file notice pursuant to this section within 90 days after the effective date of this section shall not, thereafter, and until such filings are completed, issue any bonds, incur any debts, liabilities or obligations of any kind, or in any other way exercise any of its powers.

For purposes of recovering the costs incurred in filing and processing the notices required to be filed pursuant to this section and Section 6503.5, the Secretary of State may establish a schedule of fees. Such fees shall be collected by the office of the Secretary of State at the time the notices are filed and shall not exceed the reasonably anticipated cost to the Secretary of State of performing the work to which the fees relate.

*(Amended by Stats. 2007, Ch. 343, Sec. 7. Effective January 1, 2008.)*

**6503.8.** (a) No later than July 1, 2017, an agency or entity that meets the definition of a joint powers authority or joint powers agency under Section 56047.7 that was formed for the purpose of providing municipal services prior to the effective date of this section, and that includes a local agency member that is a city, district, or county, shall cause a copy of the agreement and any amendments to the agreement to be filed with the local agency formation commission in each county within which all or any part of a local agency member's territory is located.

(b) Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which fails to file the notice with a local agency formation commission required by this section on or before July 1, 2017, shall not thereafter, and until those filings are completed, issue any bonds or incur indebtedness of any kind.

*(Added by Stats. 2016, Ch. 173, Sec. 2. (SB 1266) Effective January 1, 2017.)*

**6504.** The parties to the agreement may provide that (a) contributions from the treasuries may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances. The funds may be paid to and disbursed by the agency or entity agreed upon, which may include a nonprofit corporation designated by the agreement to administer or execute the agreement for the parties to the agreement.

*(Amended by Stats. 1977, Ch. 209.)*

**6505.** (a) The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements.

(b) In addition, and provided a separate agency or entity is created, the public officer performing the functions of **auditor** or controller as determined pursuant to Section 6505.5, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every agency or entity, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the agency or entity by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit. In each case the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 and shall conform to generally accepted auditing standards.

(c) When an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting parties to the agreement and also with the county **auditor** of the county where the home office of the joint powers authority is located and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. The report shall be filed within 12 months of the end of the fiscal year or years under examination.

(d) When a nonprofit corporation is designated by the agreement to administer or execute the agreement and no public officer is required to perform the functions of **auditor** or controller as determined pursuant to Section 6505.5, an audit of the accounts and records of the agreement shall be made at least once each year by a certified public accountant or public accountant, and a report thereof shall be filed as a public record with each of the contracting parties to the agreement and with the county **auditor** of the county where the home office of the joint powers authority is located, and shall be sent to any public agency or person in California that submits a written request to

the joint powers authority. These reports shall be filed within 12 months after the end of the fiscal year or years under examination.

(e) Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the agency or entity and shall be a charge against any unencumbered funds of the agency or entity available for the purpose.

(f) All agencies or entities may, by unanimous request of the governing body thereof, replace the annual special audit with an audit covering a two-year period.

(g) Notwithstanding the foregoing provisions of this section to the contrary, agencies or entities shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

*(Amended by Stats. 1998, Ch. 876, Sec. 4. Effective January 1, 1999.)*

**6505.1.** The contracting parties to an agreement made pursuant to this chapter shall designate the public office or officers or person or persons who have charge of, handle, or have access to any property of the agency or entity and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the contracting parties.

*(Added by Stats. 1968, Ch. 972.)*

**6505.5.** If a separate agency or entity is created by the agreement, the agreement shall designate the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant to be the depositary and have custody of all the money of the agency or entity, from whatever source.

The treasurer or certified public accountant so designated shall do all of the following:

(a) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.

(c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.

(d) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of **auditor** or controller who has been designated by the agreement.

(e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

The officer performing the functions of **auditor** or controller shall be of the same public agency as the treasurer designated as depositary 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 **auditor** shall draw warrants to pay demands against the agency or entity when the demands have been approved by any person authorized to so approve in the agreement creating the agency or entity.

The governing body of the same public entity as the treasurer and **auditor** specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the treasurer and **auditor**. However, where a certified public accountant has been designated as treasurer, the governing body of the same public entity as the **auditor** specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the **auditor**.

*(Amended by Stats. 1999, Ch. 83, Sec. 65. Effective January 1, 2000.)*

**6505.6.** In lieu of the designation of a treasurer and **auditor** as set forth in Section 6505.5, the agency or entity may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5.

In the event the agency or entity designates its officers or employees to fill the functions of treasurer or **auditor**, or both, pursuant to this section, such officers or employees shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

*(Added by Stats. 1979, Ch. 276.)*

**6506.** The agency or entity provided by the agreement to administer or execute the agreement may be one or more of the parties to the agreement or a commission or board constituted pursuant to the agreement or a person, firm or corporation, including a nonprofit corporation, designated in the agreement. One or more of the parties may agree to provide all or a portion of the services to the other parties in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

*(Amended by Stats. 1977, Ch. 209.)*

**6507.** For the purposes of this article, the agency is a public entity separate from the parties to the agreement.

*(Amended by Stats. 1963, Ch. 990.)*

**6508.** The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. If the agency is not one or more of the parties to the agreement but is a public entity, commission or board constituted pursuant to the agreement and such agency is authorized, in its own name, to do any or all of the following: to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations, said agency shall have the power to sue and be sued in its own name. Any authorization pursuant to the agreement for the acquisition by the agency of property for the purposes of a project for the generation or transmission of electrical energy shall not include the condemnation of property owned or otherwise subject to use or control by any public utility within the state.

The governing body of any agency having the power to sue or be sued in its own name, created by an agreement entered into after the amendment to this section at the 1969 Regular Session of the Legislature, between parties composed exclusively of parties which are cities, counties, or public districts of this state, irrespective of whether all such parties fall within the same category, may as provided in such agreement, and in any ratio provided in the agreement, be composed exclusively of officials elected to one or more of the governing bodies of the parties to such agreement. Any existing agreement composed of parties which are cities, counties or public districts which creates a governing board of any agency having the power to sue or be sued may, at the option of the parties to the agreement, be amended to provide that the governing body of the created agency shall be composed exclusively of officials elected to one or more of the governing boards of the parties to such agreement in any ratio agreed to by the parties to the agreement. The governing body so created shall be empowered to delegate its functions to an advisory body or administrative entity for the purposes of program development, policy formulation, or program implementation, provided, however, that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency.

In the event that such agency enters into further contracts, leases or other transactions with one or more of the parties to such agreement, an official elected to the governing body of such party may also act in the capacity of a member of the governing body of such agency.

*(Amended by Stats. 1979, Ch. 482.)*

**6508.1.** (a) If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise. However, the parties to the agreement may not agree otherwise with respect to the retirement liabilities of the agency if the agency contracts with a public retirement system.

(b) For purposes of this section, "public retirement system" means any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.

*(Amended by Stats. 2018, Ch. 909, Sec. 2. (AB 1912) Effective January 1, 2019.)*

**6508.2.** (a) (1) Prior to filing a notice of termination pursuant to Section 20570 or 20571, or a decision by the governing body of an agency that does not contract with the California Public Employees' Retirement System to



dissolve or to cease the operations of the agency, member agencies of an agency established by agreement under this chapter that participates in, or contracts with, a public retirement system, shall mutually agree as to the apportionment of the agency's retirement obligations among themselves, provided that the agreement equals 100 percent of the retirement liability of the agency. A copy of this mutual agreement, signed by all parties thereto, shall be provided to the board, which shall be reflected in the agreement with the board. If the member agencies are unable to mutually agree, the board shall apportion the retirement liability of the agency to each member agency based on the share of service received from the agency, or population of each member agency, such that the apportionment equals 100 percent of the retirement liability of the agency, which shall be reflected in the agreement with the board.

(2) A member agency may challenge the determination by the board to apportion the retirement liability of the agency within 30 calendar days of the determination. However, a member, or a former member, that is not identified by the board pursuant to subdivision (a) shall not be permitted to challenge a determination by the board.

(A) A challenge pursuant to this paragraph shall be referred by the member agency or agencies that challenge a determination by the board to an arbitrator who shall, at the arbitrator's discretion, apportion the liability among the current and former member agencies such that the apportionment equals 100 percent of the retirement liability of the agency. The arbitrator shall make a decision as to the apportionment of liability no later than 60 calendar days following referral of a challenge.

(B) The final decision by the arbitrator shall be binding on all current and former member agencies, and all costs of arbitration shall be equally shared among the member agencies that are identified by the arbitrator to share in the apportioned liability. The arbitrator shall submit an official copy of their final decision to the board within seven calendar days of the decision.

(b) An agency shall not be permitted to terminate pursuant to Section 20570 or 20571, nor shall a decision by the governing body of an agency that does not contract with the California Public Employees' Retirement System to dissolve or cease to operate, become effective until a final determination or decision, pursuant to paragraph (1) or paragraph (2) of subdivision (a), is final.

(c) Upon notice by the board of a potential termination pursuant to Section 20572, an agency established by agreement under this chapter shall, within 60 calendar days, provide to the board a copy of an agreement, signed by all parties thereto, that sets forth the apportionment of 100 percent of the retirement obligations of the agency. If the agency does not timely provide a copy of the mutual agreement, the board shall in its sole discretion apportion the retirement liability of the agency among the current or former member agencies, such that the apportionment equals 100 percent of the retirement liability of the agency.

(1) A member agency may challenge the determination by the board to apportion the retirement liability of the agency within 30 calendar days of the determination. However, a member, or a former member, that is not identified by the board pursuant to subdivision (a) shall not be permitted to challenge a determination by the board.

(2) A challenge pursuant to paragraph (1) shall be referred by the member agency or agencies that challenge a determination by the board to an arbitrator who shall, at the arbitrator's discretion, apportion the liability among the current and former member agencies such that the apportionment equals 100 percent of the retirement liability of the agency.

(3) The arbitrator shall make a decision as to the apportionment of liability no later than 60 calendar days following referral of a challenge and shall submit an official copy of their final decision to the board within seven calendar days of the decision. The final decision by the arbitrator shall be binding on all current and former member agencies, and all costs of arbitration shall be equally shared among the member agencies that are identified by the arbitrator to share in the apportioned liability. The board may take action to terminate the agency's contract no earlier than 30 calendar days following the final decision by the arbitrator.

(d) Mutual agreement among the member agencies, or a determination by the board, as to the apportionment of the retirement liability of the agency pursuant to paragraph (1) of subdivision (a), or a decision by the arbitrator pursuant to paragraph (2) of subdivision (a), may include the apportionment of retirement liability to a former member of the agency.

(e) This section shall apply retroactively to current and former member agencies of an agency that has an agreement in existence with the board as of January 1, 2019. In addition, this section shall apply to a new agreement between an agency and the board on or after January 1, 2019. However, this section shall not apply to an agency established pursuant to this chapter that has dissolved prior to January 1, 2019.



(f) For purposes of this section, "board" means the board of any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.

(g) Notwithstanding any other law, if a judgment is rendered against an agency or a party to the agreement for a breach to its obligations to the public retirement system, the time within which a claim for injury may be presented or an action commenced against any other party that is subject to the liability determined by the judgment begins to run when the judgment is rendered.

*(Amended by Stats. 2019, Ch. 330, Sec. 1. (SB 782) Effective January 1, 2020.)*

**6509.** Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement.

*(Added by Stats. 1949, Ch. 84.)*

**6509.5.** Any separate agency or entity created pursuant to this chapter shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the agency or entity, as the agency or entity determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

If a nonprofit corporation is designated by the agreement to administer or execute the agreement for the parties to the agreement, it shall invest any moneys held for disbursement on behalf of the parties in the same manner and upon the same conditions as local agencies pursuant to Section 53601.

*(Amended by Stats. 1977, Ch. 209.)*

**6509.6.** Notwithstanding any other law, a joint powers authority created pursuant to this chapter may purchase or acquire, by sale, assignment, pledge, or other transfer from a local agency, and any local agency may sell, assign, pledge, or transfer to a joint powers authority any or all of that local agency's right, title, and interest in and to an assessment contract authorized by Chapter 29 (commencing with Section 5898.10) of Part 3 of Division 7 of the Streets and Highways Code, including any related lien, right, subsidy, or other right and receivable, and the enforcement and collection thereof, pursuant to any terms and conditions agreed to between the joint powers authority and the local agency.

*(Added by Stats. 2010, Ch. 583, Sec. 2. (AB 1873) Effective January 1, 2011.)*

**6509.7.** (a) Notwithstanding any other provision of law, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power. Funds invested pursuant to an agreement entered into under this section may be invested in securities and obligations as described by subdivision (p) of Section 53601. A joint powers authority formed pursuant to this section may issue shares of beneficial interest to participating public agencies. Each share shall represent an equal proportionate interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares of beneficial interest shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (o), inclusive, of Section 53601.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

(b) As used in this section, "public agency" includes a nonprofit corporation whose membership is confined to public agencies or public officials, in addition to those agencies listed in Section 6500.

(c) A joint powers authority formed pursuant to this section is authorized to establish the terms and conditions pursuant to which agencies may participate and invest in pool shares. Consistent with its status as a public agency as provided under Section 6500, a federally recognized Indian tribe is eligible to participate in a joint powers authority formed under this section or otherwise invest in pool shares consistent with the terms and conditions established by the joint powers authority.

*(Amended by Stats. 2020, Ch. 235, Sec. 1. (SB 998) Effective January 1, 2021.)*

**6510.** The agreement may be continued for a definite term or until rescinded or terminated. The agreement may provide for the method by which it may be rescinded or terminated by any party.

*(Added by Stats. 1949, Ch. 84.)*

**6511.** The agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers.

*(Added by Stats. 1949, Ch. 84.)*

**6512.** The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

*(Added by Stats. 1949, Ch. 84.)*

**6512.1.** If the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement.

*(Added by Stats. 1957, Ch. 942.)*

**6512.2.** If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, the agreement may provide that termination by any party to the agreement shall not be construed as a completion of the purpose of the agreement and shall not require the repayment or return to the parties of all or any part of any contributions, payments, or advances made by the parties until the agreement is rescinded or terminated as to all parties. If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, it shall not be considered an agreement for the purposes of Section 895.2, provided that the agency responsible for carrying out the agreement is a member of the pool and the pool purchases insurance or reinsurance to cover the activities of that agency in carrying out the purposes of the agreement. The agreement may provide that after the completion of its purpose, any surplus money remaining in the pool shall be returned in proportion to the contributions made and the claims or losses paid.

*(Amended by Stats. 2001, Ch. 38, Sec. 2. Effective January 1, 2002.)*

**6513.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

*(Added by Stats. 1949, Ch. 560.)*

**6514.** A state department or agency concerned with the provisions of services or facilities to persons with intellectual disabilities and their families may enter into agreements under this chapter.

*(Amended by Stats. 2012, Ch. 457, Sec. 14. (SB 1381) Effective January 1, 2013.)*

**6514.5.** Any public agency may enter into agreements with other state agencies pursuant to the provisions of Section 11256.

*(Added by Stats. 1983, Ch. 729, Sec. 1.)*

**6515.** In addition to other powers, any agency, commission or board provided for by a joint powers agreement entered into pursuant to Article 1 (commencing with Section 6500) of this chapter between an irrigation district and a city, if such entity has the power to acquire, construct, maintain or operate systems, plants, buildings, works and other facilities and property for the supplying of water for domestic, irrigation, sanitation, industrial, fire protection, recreation or any other public or private uses, may issue revenue bonds pursuant to the Revenue Bond Law of 1941 (commencing with Section 54300) to pay the cost and expenses of acquiring, constructing, improving and financing a project for any or all of such purposes.

Upon the entity adopting the resolution referred to in Article 3 (commencing with Section 54380) the irrigation district and the city shall implement the same by each conducting the election in its own territory. The proposition authorizing the bonds shall be deemed adopted if it receives the affirmative vote of a majority of all the voters voting on the proposition within the entity.

The provisions of this section shall be of no further force and effect after December 31, 1973, unless the entity is unable to accomplish the purpose of this section by reason of litigation, in which case this section shall continue to be effective until the final determination of such litigation and for one year thereafter.

*(Added by Stats. 1971, Ch. 1603. Inoperative on January 1, 1974, or later date prescribed by its own provisions.)*

**6516.** Public agencies conducting agricultural, livestock, industrial, cultural, or other types of fairs or exhibitions may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of workers' compensation, unemployment compensation, tort liability, public liability, or other losses incurred by those agencies. An insurance and risk pooling arrangement formed in accordance with a joint powers agreement pursuant to this section is not subject to Section 11007.7 of the Government Code. The Department of Food and Agriculture may enter into such a joint powers agreement for the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs, and the department shall have authority to contract with the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs with respect to such a joint powers agreement entered into on behalf of the California Exposition and State Fair, district agricultural association, or citrus fruit fair. Any county contracting with a nonprofit corporation to conduct a fair pursuant to Sections 25905 and 25906 of the Government Code may enter into such a joint powers agreement for a fair conducted by the nonprofit corporation, and shall have authority to contract with a nonprofit corporation with respect to such a joint powers agreement entered into on behalf of the fair of the nonprofit corporation.

Any county contracting with a nonprofit corporation to conduct a fair shall assume all workers' compensation and liability obligations accrued prior to the dissolution or nonrenewal of the nonprofit corporation's contract with the county.

Any public entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

*(Amended by Stats. 1996, Ch. 373, Sec. 1. Effective January 1, 1997.)*

**6516.3.** Notwithstanding any other provision of law, a joint powers agency established in Orange County pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) of this chapter or Article 4 (commencing with Section 6584) of this chapter, in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, any obligations arising out of any delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854 or subdivision (d) of Section 4705 of the Revenue and Taxation Code, the joint powers agency bonds and the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the county or the local agency and the joint powers authority.

*(Added by Stats. 1995, 2nd Ex. Sess., Ch. 1, Sec. 1. Effective May 15, 1995.)*

**6516.5.** Notwithstanding any other provision of law, a joint powers agency provided for by a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of this chapter may create risk pooling arrangements for the payment of general liability losses incurred by participants and exhibitors in fair sponsored programs and special events users of fair facilities, provided that the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

*(Added by Stats. 1991, Ch. 507, Sec. 1.)*

**6516.6.** (a) Notwithstanding any other provision of law, a joint powers agency established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political

subdivision of the state. Notwithstanding any other provision of law, including Section 53854, the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the local agency and the joint powers authority.

(b) Notwithstanding any other provision of law, a joint powers authority established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase or acquire, by sale, assignment, pledge, or other transfer, any or all right, title, and interest of any local agency in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency and placed for collection on the secured, unsecured, or supplemental property tax rolls. Local agencies, including, cities, counties, cities and counties, school districts, redevelopment agencies, and all other special districts that are authorized by law to levy property taxes on the county tax rolls, are hereby authorized to sell, assign, pledge, or otherwise transfer to a joint powers authority any or all of their right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency for collection on the secured, unsecured, or supplemental property tax rolls in accordance with the terms and conditions that may be set forth in an agreement with a joint powers authority.

(c) Notwithstanding Division 1 (commencing with Section 50) of the Revenue and Taxation Code, upon any transfer authorized in subdivision (b), the following shall apply:

(1) A local agency shall be entitled to timely payment of all delinquent taxes, assessments, and other receivables collected on its behalf on the secured, unsecured, and supplemental tax rolls, along with all penalties, interest, costs, and other charges thereon, no later than 30 calendar days after the close of the preceding monthly or four-week accounting period during which the delinquencies were paid by or on account of any property owner.

(2) Upon its receipt of the delinquent taxes, assessments, and receivables that it had agreed to be transferred, a local agency shall pay those amounts, along with all applicable penalties, interest, costs, and other charges, to the joint powers authority in accordance with the terms and conditions that may be agreed to by the local agency and the joint powers authority.

(3) The joint powers authority shall be entitled to assert all right, title, and interest of the local agency in the enforcement and collection of the delinquent taxes, assessments, and receivables, including without limitation, its lien priority, its right to receive the proceeds of delinquent taxes, assessments, and receivables, and its right to receive all penalties, interest, administrative costs, and any other charges, including attorney fees and costs, if otherwise authorized by law to be collected by the local agency.

(4) (A) For any school district that participates in a joint powers authority using financing authorized by this section and that does not participate in the alternative method of distribution of tax levies under Chapter 3 of Division 1 of Part 8 of the Revenue and Taxation Code, the amount of property tax receipts to be reported in a fiscal year for the district under subdivision (f) of Section 75.70 of the Revenue and Taxation Code, or any other similar law requiring reporting of school district property tax receipts, shall be equal to 100 percent of the school district's allocable share of the taxes distributed to it for the then fiscal year, plus 100 percent of the school district's share of any delinquent secured and supplemental property taxes assigned from that year and 100 percent of its share of any delinquent secured and supplemental property taxes from any prior years which the school district has assigned to a joint powers authority in that fiscal year, as such delinquent taxes are shown on the delinquent tax roll prescribed by Section 2627 of the Revenue and Taxation Code, on an abstract list if one is kept pursuant to Chapter 4 (commencing with Section 4372) of Part 7 of Division 1 of the Revenue and Taxation Code, or other records maintained by the county, plus all other delinquent taxes that the school district has not assigned to a joint powers authority which are collected and distributed to the school district as otherwise provided by law, less any reduction amount required by subparagraph (B). One hundred percent of the school district's allocable share of the delinquent taxes assigned for the current fiscal year, and 100 percent of the school district's allocable share of the delinquent taxes assigned for all years prior thereto, as shown on the delinquent roll, abstract list, or other records maintained by the county, whether or not those delinquent taxes are ever collected, shall be paid by the joint powers authority to the county **auditor** and shall be distributed to the school district by the county **auditor** in the same time and manner otherwise specified for the distribution of tax revenues generally to school districts pursuant to current law. Any additional amounts shall not be so reported and may be provided directly to a school district by a joint powers authority.

(B) When a joint powers authority finances delinquent taxes for a school district pursuant to this section, and continuing as long as adjustments are made to the delinquent taxes previously assigned to a joint powers authority, the school district's tax receipts to be reported as set forth in subparagraph (A) shall be reduced by the amount of any adjustments made to the school district's allocable share of taxes shown on the applicable

delinquent tax roll, abstract list, if one is kept, or other records maintained by the county, occurring for any reason whatsoever other than redemption, which reduce the amount of the delinquent taxes assigned to the joint powers authority.

(C) A joint powers authority financing delinquent school district taxes and related penalties pursuant to this subdivision shall be solely responsible for, and shall pay directly to the county, all reasonable and identifiable administrative costs and expenses of the county which are incurred as a direct result of the compliance of the county tax collector or county auditor, or both, with any new or additional administrative procedures required for the county to comply with this subdivision. Where reasonably possible, the county shall provide a joint powers authority with an estimate of the amount of and basis for any additional administrative costs and expenses within a reasonable time after written request for an estimate.

(D) In no event shall the state be responsible or liable for a joint powers authority's failure to actually pay the amounts required by subparagraphs (A) and (B), nor shall a failure constitute a basis for a claim against the state by a school district, county, or joint powers authority.

(E) The phrase "school district," as used in this section, includes all school districts of every kind or class, including, without limitation, community college districts and county superintendents of school.

(d) The powers conferred by this section upon joint powers authorities and local agencies shall be complete, additional, and cumulative to all other powers conferred upon them by law. Except as otherwise required by this section, the agreements authorized by this section need not comply with the requirements of any other laws applicable to the same subject matter.

(e) An action to determine the validity of any bonds issued, any joint powers agreements entered into, any related agreements, including, without limitation, any bond indenture or any agreements relating to the sale, assignment, or pledge entered into by a joint powers authority or a local agency, the priority of any lien transferred in accordance with this section, and the respective rights and obligations of any joint powers authority and any party with whom the joint powers authority may contract pursuant to this chapter, may be brought by the joint powers authority pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. Any appeal from a judgment in the action shall be commenced within 30 days after entry of judgment.

(f) This section shall not be construed to affect the manner in which an agency participates in or withdraws from the alternative distribution method established by Chapter 3 (commencing with Section 4701) of Part 8 of Division 1 of the Revenue and Taxation Code.

(g) Notwithstanding any other law, on and after January 1, 2007, a joint powers authority shall not purchase or acquire, and an Educational Revenue Augmentation Fund shall not sell, assign, pledge, or otherwise transfer to a joint powers authority, the right, title, or interest of an Educational Revenue Augmentation Fund in the enforcement and collection of delinquent and uncollected property tax revenues, assessments, or other receivables placed for collection on the secured, unsecured, or supplemental rolls.

*(Amended by Stats. 2006, Ch. 366, Sec. 1. Effective January 1, 2007.)*

**6516.7.** One or more public agencies and one or more private entities that provide child care or operate child day care facilities, as defined in Section 1596.750 of the Health and Safety Code, may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of unemployment compensation or tort liability losses incurred by these public and private entities.

A joint powers agency or entity formed pursuant to this section may not elect to finance unemployment insurance coverage under Article 5 (commencing with Section 801) of Chapter 3 of Part 1 of Division 1 of the Unemployment Insurance Code unless each member entity individually satisfies the requirements set forth in Section 801 or 802 of the Unemployment Insurance Code.

Either a public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

*(Added by renumbering Section 6516.5 (as added by Stats. 1992, Ch. 1316) by Stats. 1993, Ch. 726, Sec. 14. Effective October 4, 1993.)*

**6516.8.** Any two or more harbor agencies may establish a joint powers authority pursuant to Part 1 (commencing with Section 1690) of Division 6 of the Harbors and Navigation Code.

*(Added by renumbering Section 6516.5 (as added by Stats. 1992, Ch. 1235) by Stats. 1994, Ch. 146, Sec. 64. Effective January 1, 1995.)*

**6516.9.** Notwithstanding any other provision of law, a joint powers agency or entity provided for by a joint powers agreement pursuant to this article, the members of which may conduct agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, may establish and administer risk pooling arrangements for the payment of liability losses, workers' compensation losses, and other types of losses incurred by members of the joint powers agency or entity and by nonprofit corporations conducting or benefiting agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, and by members of the joint powers agency or entity and by nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California. For purposes of this section, one or more public agencies and one or more nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California may enter into a joint powers agreement. The joint powers agency or entity may provide the nonprofit corporations with any services or nonrisk pooling programs provided to the agency's or entity's members. Aggregate payments made under each risk pooling arrangement shall not exceed the amount available in the pool established for that arrangement. The joint powers agency or entity may establish and administer as many separate risk pooling arrangements as it deems desirable. A liability risk pooling arrangement established pursuant to this section also may provide for the payment of losses incurred by special events users, lessees, and licensees of facilities operated by nonprofit corporations, auxiliary organizations, public schools, the California Community Colleges, the California State University, or the University of California and for the payment of losses incurred by employees, participants and exhibitors in programs sponsored by those entities.

*(Amended by Stats. 2004, Ch. 202, Sec. 1. Effective January 1, 2005.)*

**6517.** (a) Notwithstanding any other provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency for the purpose of creating an agency or entity to finance the acquisition of land and the design and construction of state office buildings and parking facilities thereon. The joint powers agency or entity shall have the power to acquire land and construct office and parking facilities and to issue revenue bonds for these purposes.

(b) The department may lease state property to, and enter into a lease-purchase agreement with, the joint powers agency or entity on behalf of the State of California for terms not exceeding 50 years. The lease may contain any other terms and conditions which the Director of the Department of General Services determines to be in the best interests of the state.

(c) Any joint powers agreement and any agreement between the state and any joint powers agency or entity created pursuant to this section shall be submitted to the Legislature for approval through the budgetary process before execution.

(d) This section shall not apply to or in any way limit the powers of any authority authorized under Section 8169.4.

*(Added by Stats. 1981, Ch. 102, Sec. 45. Effective June 28, 1981.)*

**6517.5.** (a) Notwithstanding any other provision of this chapter, the Community Redevelopment Agency of the City of Los Angeles may advance funds, not to exceed four million dollars (\$4,000,000), to the Department of General Services and the Los Angeles State Office Building Authority to complete plans and prepare bid specifications and related documents for a proposed state office building to be located in the City of Los Angeles between Spring Street, Main Street, Third Avenue, and Fourth Street, subject to the requirements of this section.

(b) The department or the authority shall make a determination on whether to proceed with construction of the state office building by June 30, 1987.

(c) If the department or the authority determines not to proceed with construction of the state office building, the department shall reimburse the agency by December 31, 1987, from the Special Fund for Capital Outlay, for any and all funds advanced by the agency to the department or to the authority for completing plans, preparing bid documents, and taking other actions, including the employment of legal counsel, relating to the design development phase, construction document phase, and bidding phase for the state office building.

(d) If the department or the authority determines to proceed with construction of the state office building, the agency shall be reimbursed for any and all funds advanced by the agency from the bond proceeds or from other financing available for construction of the state office building.

(e) The authority may acquire, own, construct, and operate parking facilities to serve the state office building, as the authority may deem to be in the best interests of the people of the State of California.

(f) The department and the agency may amend the authority agreement to provide for longer terms of office and to remove the restrictions on the number of terms for the members of the governing board of the authority, as the



department and agency may deem appropriate.

(g) As used in this section, "funds advanced by the agency" means the principal amount of the agency's advance.

*(Added by Stats. 1985, Ch. 1302, Sec. 1.)*

**6517.6.** (a) (1) Notwithstanding any provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency to finance the acquisition of real property authorized by Section 14015 and all costs incidental or related thereto. The joint powers agency or entity shall have the power to acquire office and parking facilities and to issue certificates of participation as determined by the Treasurer in accordance with Section 14015.

(2) Upon the request of the department, the Treasurer is hereby further authorized to serve as treasurer of the joint powers agency established pursuant to this section and to serve as trustee or fiscal agent for the certificates of participation.

(3) The department may lease property from, and enter into an agreement with, the joint powers agency or entity created pursuant to subdivision (a) to purchase real property and improvements thereon on behalf of the state for terms not exceeding 25 years.

(4) The department shall provide the Legislature with a 30-day notification of intent to advertise for proposals pursuant to this section. The department shall further provide the Legislature and the California Transportation Commission with notification of intent to acquire the real property 30 days prior to the acquisition.

(b) Following the acquisition and occupation of the real property being acquired, the Department of Transportation shall sell or cause to be sold the existing office building located at 150 Oak Street in the City and County of San Francisco. The proceeds of the sale shall be deposited in the State Highway Account in the State Transportation Fund to be used to reduce the amount to finance the acquired facility.

*(Added by Stats. 1988, Ch. 1472, Sec. 2. Effective September 28, 1988.)*

**6518.** (a) A joint powers agency, without being subject to any limitations of any party to the joint powers agreement pursuant to Section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the joint powers agency until the equipment trust certificates are paid.

(b) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) may provide in the agreement to purchase or lease transit equipment any of the following:

(1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.

(2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the entity.

(3) An authorization for the joint powers agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the joint powers agency.

(c) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) shall do all of the following:

(1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.

(2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the joint powers agency.



(3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.

(4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the joint powers agency.

(5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed.

(d) The Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under this section. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under this section. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.

(e) Each vehicle purchased or leased under this section shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

*(Amended by Stats. 1999, Ch. 1000, Sec. 42. Effective January 1, 2000.)*

**6519.** Notwithstanding any other provision of law, the State of California does hereby pledge to, and agree with, the holders of bonds issued by any agency or entity created by a joint exercise of powers agreement by and among two or more cities, counties, or cities and counties, that the state will not change the composition of the issuing agency or entity unless such change in composition is authorized by a majority vote of the legislative body of each such city, county, or city and county, or by a majority vote of the qualified electors of each such city, county, or city and county.

"Change in composition," as used in this section, means the addition of any public agency or person to any agency or entity created by a joint exercise of powers agreement pursuant to this chapter, the deletion of any public agency from any such joint powers agency or entity, or the addition to, or deletion from, the governing body of any such joint powers agency, or entity of any public official of any member public agency or other public agency, or any other person.

*(Added by Stats. 1984, Ch. 170, Sec. 1.)*

**6520.1.** Notwithstanding any other provision of this code, the Board of Supervisors of Siskiyou County and the city councils of the cities within Siskiyou County may create, by joint powers agreement, the Collier Interpretive and Information Center Agency to construct, improve, finance, lease, maintain, and operate the Randolph E. Collier Safety Roadside Rest Area as an information and safety rest facility and to expand the use of the site into a cultural, tourist, river fisheries, water, natural resource, and aquatic habitat interpretive center.

*(Added by Stats. 1992, Ch. 1020, Sec. 1.5. Effective January 1, 1993.)*

**6522.** Notwithstanding any other provision of this chapter, any state department or agency entering into a joint powers agreement with a federal, county, or city government or agency or public district in order to create a joint powers agency, shall ensure that the participation goals specified in Section 16850 and Section 10115 of the Public Contract Code and in Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code become a part of the agreement, and shall apply to contracts executed by the joint powers agency.

*(Added by Stats. 1990, Ch. 1214, Sec. 1.)*

**6523.** (a) The West Sacramento Area Flood Control Agency, a joint powers entity that is created pursuant to an agreement entered into, in accordance with this article, by the City of West Sacramento, Reclamation District No. 537, and Reclamation District No. 900 is granted the authority to accomplish the purposes and projects necessary to achieve and maintain at least a 200-year level of flood protection, and may exercise the authority granted to reclamation districts under Part 7 (commencing with Section 51200) and Part 8 (commencing with Section 52100) of Division 15 of the Water Code for the purposes of Sections 12670.2, 12670.3, and 12670.4 of the Water Code.

(b) Prior to January 1, 2009, the agency may create indebtedness and thereafter continue to levy special assessments to repay that indebtedness for the purposes described in subdivision (a), pursuant to any of the

following provisions:

(1) The Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways Code).

(2) The Municipal Improvement Act of 1913 (Division 12 (commencing with Section 1000) of the Streets and Highways Code).

*(Amended by Stats. 2006, Ch. 553, Sec. 1. Effective January 1, 2007.)*

**6523.4.** (a) Notwithstanding any other provision of this chapter, the Selma Community Hospital, a private, nonprofit hospital in Fresno County, may enter into a joint powers agreement with one or more of the following public agencies:

(1) The Alta Hospital District.

(2) The Kingsburg Hospital District.

(3) The Sierra-Kings Hospital District.

(b) The joint powers authority created pursuant to subdivision (a) may perform only the following functions:

(1) Engage in joint planning for health care services.

(2) Allocate health care services among the different facilities operated by the hospitals.

(3) Engage in joint purchasing, joint development, and joint ownership of health care delivery and financing programs.

(4) Consolidate or eliminate duplicative administrative, clinical, and medical services.

(5) Engage in joint contracting and negotiations with health plans.

(6) Take cooperative actions in order to provide for the health care needs of the residents of the communities they serve.

(c) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(e) Nothing in this section shall authorize activities that corporations and other artificial legal entities are prohibited from conducting by Section 2400 of the Business and Professions Code.

*(Added by Stats. 2002, Ch. 55, Sec. 2. Effective January 1, 2003.)*

**6523.5.** Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Contra Costa may enter into a joint powers agreement with a public agency, as defined in Section 6500.

*(Amended by Stats. 2000, Ch. 506, Sec. 9. Effective January 1, 2001.)*

**6523.6.** (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Tulare may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any

entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

*(Amended by Stats. 2000, Ch. 506, Sec. 10. Effective January 1, 2001.)*

**6523.7.** (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Kings may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

*(Amended by Stats. 2000, Ch. 506, Sec. 11. Effective January 1, 2001.)*

**6523.8.** (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of Tuolumne may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

*(Added by Stats. 2000, Ch. 227, Sec. 1. Effective January 1, 2001.)*

**6523.9.** (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of San Diego may enter into a joint powers agreement with any public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

*(Added by renumbering Section 6523.75 by Stats. 2000, Ch. 506, Sec. 12. Effective January 1, 2001.)*

**6523.10.** (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of El Dorado may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) This section shall not be construed to grant any power to a nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. This section shall not permit any entity, other than a

nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

*(Added by Stats. 2017, Ch. 124, Sec. 1. (AB 545) Effective January 1, 2018.)*

**6523.11.** (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Santa Barbara may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) This section shall not be construed to grant any power to a nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. This section shall not permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

*(Added by Stats. 2018, Ch. 706, Sec. 1. (AB 653) Effective January 1, 2019.)*

**6524.** Notwithstanding any other provision of this chapter, a private, nonprofit children's hospital in a county of the third class may enter into a joint powers agreement with any public agency, as defined in Section 6500.

*(Added by Stats. 1994, Ch. 212, Sec. 1. Effective January 1, 1995.)*

**6525.** (a) Notwithstanding any other provision of this chapter, a mutual water company may enter into a joint powers agreement with any public agency for the purpose of jointly exercising any power common to the contracting parties.

(b) (1) Notwithstanding any other provisions of this chapter, a mutual water company and a public agency may enter into a joint powers agreement for the purpose of risk-pooling in accordance with Section 990.8, provided that the agreement shall ensure that no participating public agency becomes responsible for the underlying debts or liabilities of the joint powers agency, and shall indemnify any participating public agency against those debts and liabilities.

(2) A joint powers agency established pursuant to this subdivision shall solely utilize any revenues it generates through the insurance provided to its members under this section for its necessary operating expenses, and to provide technical support, continuing education, safety engineering, operational and managerial advisory assistance to its members for the purpose of reducing risk liabilities and furthering the technical managerial and financial capacity of those members.

(c) For purposes of this section, "mutual water company" has the same meaning as the term does in Section 14300 of the Corporations Code.

*(Amended by Stats. 2015, Ch. 250, Sec. 2. (AB 656) Effective January 1, 2016.)*

**6526.** Notwithstanding any other provision of law, any public agency that is a member of the South East Regional Reclamation Authority, the Aliso Water Management Agency, the South Orange County Reclamation Authority, or the San Juan Basin Authority may exercise any power granted to those entities by any of the joint powers agreements creating those entities, whether or not that public agency is a signatory to any of these joint powers agreements granting that power or is otherwise authorized by law to exercise that power, for the purpose of promoting efficiency in the administration of these joint powers entities.

*(Added by renumbering Section 6524 (as added by Stats. 1994, Ch. 230) by Stats. 1995, Ch. 91, Sec. 44. Effective January 1, 1996.)*

**6527.** (a) Notwithstanding any other provision of law, where two or more health care districts have joined together to pool their self-insurance claims or losses, a nonprofit corporation that provides health care services that may be carried out by a health care district may participate in the pool, provided that its participation in an existing joint powers agreement, as authorized by this section, shall be permitted only after the public agency members, or public agency representatives on the governing body of the joint powers entity make a finding, at a public meeting, that the agreement provides both of the following:

(1) The primary activities conducted under the joint powers agreement will be substantially related to and in furtherance of the governmental purposes of the public agency.

(2) The public agency participants will maintain control over the activities conducted under the joint powers agreement through public agency control over governance, management, or ownership of the joint powers authority.

(b) Any public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

(c) In any risk pooling arrangement created under this section, the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

(d) A public meeting shall be held prior to the dissolution or termination of any enterprise operating under this section to consider the disposition, division, or distribution of any property acquired as a result of exercise of the joint exercise of powers.

(e) Nothing in this section shall be construed to do any of the following:

(1) Relieve a public benefit corporation that is a health facility from charitable trust obligations.

(2) Exempt such a public benefit corporation from existing law governing joint ventures, or the sale, transfer, lease, exchange, option, conveyance, or other disposition of assets.

(3) Grant any power to any private, nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment.

(4) Permit any entity, other than a private, nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(5) Permit an agency or entity created pursuant to a joint powers agreement entered into pursuant to this section to act in a manner inconsistent with the laws that apply to public agencies, including, but not limited to, the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)).

(f) Notwithstanding any other provision of law, the Self-Insurers' Security Fund established pursuant to Article 2.5 (commencing with Section 3740) of Chapter 4 of Part 1 of Division 4 of the Labor Code shall owe no duties or obligations to any entity that participates as a party to an agreement authorized pursuant to this section, or to its employees, and shall not be required, under any circumstances, to assume the worker's compensation liabilities of this entity if it becomes insolvent or otherwise unable to pay those liabilities.

(g) For purposes of this section, "self-insurance claims or losses" includes, but is not limited to, claims or losses incurred pursuant to Chapter 4 (commencing with Section 3700) of Part 1 of Division 4 of the Labor Code.

*(Amended by Stats. 2003, Ch. 62, Sec. 107. Effective January 1, 2004. Superseded on January 1, 2023; see amendment by Stats. 2021, Ch. 615.)*

**6527.** (a) Notwithstanding any other provision of law, where two or more health care districts have joined together to pool their self-insurance claims or losses, a nonprofit corporation that provides health care services that may be carried out by a health care district may participate in the pool, provided that its participation in an existing joint powers agreement, as authorized by this section, shall be permitted only after the public agency members, or public agency representatives on the governing body of the joint powers entity make a finding, at a public meeting, that the agreement provides both of the following:

(1) The primary activities conducted under the joint powers agreement will be substantially related to and in furtherance of the governmental purposes of the public agency.

(2) The public agency participants will maintain control over the activities conducted under the joint powers agreement through public agency control over governance, management, or ownership of the joint powers authority.

(b) Any public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

(c) In any risk pooling arrangement created under this section, the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

(d) A public meeting shall be held prior to the dissolution or termination of any enterprise operating under this section to consider the disposition, division, or distribution of any property acquired as a result of exercise of the joint exercise of powers.

(e) Nothing in this section shall be construed to do any of the following:

(1) Relieve a public benefit corporation that is a health facility from charitable trust obligations.

(2) Exempt a public benefit corporation that is a health facility from existing law governing joint ventures, or the sale, transfer, lease, exchange, option, conveyance, or other disposition of assets.

(3) Grant any power to any private, nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment.

(4) Permit any entity, other than a private, nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(5) Permit an agency or entity created pursuant to a joint powers agreement entered into pursuant to this section to act in a manner inconsistent with the laws that apply to public agencies, including, but not limited to, the California Public Records Act (Division 10 (commencing with Section 7920.000)), the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)).

(f) Notwithstanding any other provision of law, the Self-Insurers' Security Fund established pursuant to Article 2.5 (commencing with Section 3740) of Chapter 4 of Part 1 of Division 4 of the Labor Code shall owe no duties or obligations to any entity that participates as a party to an agreement authorized pursuant to this section, or to its employees, and shall not be required, under any circumstances, to assume the workers' compensation liabilities of this entity if it becomes insolvent or otherwise unable to pay those liabilities.

(g) For purposes of this section, "self-insurance claims or losses" includes, but is not limited to, claims or losses incurred pursuant to Chapter 4 (commencing with Section 3700) of Part 1 of Division 4 of the Labor Code.

*(Amended by Stats. 2021, Ch. 615, Sec. 145. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Section 463 of Stats. 2021, Ch. 615.)*

**6528.** A charter school, including a charter school organized pursuant to Section 47604 of the Education Code, may be considered a public agency, as defined in Section 6500, for the purpose of being eligible for membership in a joint powers agreement for risk-pooling.

*(Added by Stats. 2000, Ch. 14, Sec. 1. Effective May 5, 2000.)*

**6529.** (a) (1) The Elk Valley Rancheria Tribal Council, as the governing body of the Elk Valley Rancheria, California, a federally recognized Indian tribe, may enter into a joint powers agreement with the County of Del Norte and the City of Crescent City, or both, and shall be deemed to be a public agency for purposes of this chapter.

(2) The Smith River Rancheria Tribal Council, as the governing body of the Smith River Rancheria, California, a federally recognized Indian tribe, may enter into a joint powers agreement to participate in the Border Coast Regional Airport Authority, and may also enter into a joint powers agreement with the County of Del Norte and the City of Crescent City, or both, to assist, facilitate, develop, or enhance sewer, stormwater, drinking water, or transportation services, and, for those purposes, shall be deemed to be a public agency for purposes of this chapter.

(b) On and after January 1, 2004, the joint powers authorities created pursuant to subdivision (a) shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7) unless the public improvements to be funded by the bonds will be owned and maintained by the authorities or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authorities or one or more of its public agency members.

*(Amended by Stats. 2011, Ch. 85, Sec. 1. (AB 798) Effective January 1, 2012.)*

**6529.5.** (a) Any joint powers authority that includes a federally recognized Indian tribe shall not have the authority to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive



from the authority, one or more of its public agency members, or any governmental or public fund or account the proceeds of which may be used for that purpose.

(b) As used in this section, "governmental or public fund or account" includes, but is not limited to, any fund or account that is funded by moneys or revenue streams derived from, held by, belonging to, due to, or otherwise held for the benefit of, one or more public agency members, but shall not include any fund or account that is funded by any grants distributed pursuant to Chapter 7.5 (commencing with Section 12710) of Part 2 of Division 3 of Title 2.

*(Added by Stats. 2011, Ch. 266, Sec. 2. (AB 307) Effective January 1, 2012.)*

**6532.** (a) The Legislature finds and declares that it is in the best interest of the communities located in and around the City of Santa Clara that a joint powers agency that includes the City of Santa Clara and the Redevelopment Agency of the City of Santa Clara formed to construct, operate, and maintain a stadium for use by a professional football team be authorized to let a sole source contract for the stadium construction project to a qualified design-build contractor. This authorization may enable that joint powers agency to contain costs, improve efficiency, and benefit from specialized expertise. Nothing in this section shall be construed to affect any contract relating to the development of the stadium between the joint powers agency and any private party other than a design-build contract awarded pursuant to this section.

(b) (1) Consistent with existing law, the City of Santa Clara and the Redevelopment Agency of the City of Santa Clara may enter into a joint powers agreement to create and operate a joint powers agency for the construction, operation, and maintenance of a stadium and related facilities located within the North Bayshore Redevelopment Project Area that are suitable for use by a professional football team. The joint powers agency created pursuant to this section shall be known as the Santa Clara Stadium Authority. In addition to, and without limitation on, any powers common to the City of Santa Clara and the Redevelopment Agency of the City of Santa Clara, the Santa Clara Stadium Authority shall have the power to acquire, finance, construct, manage, maintain, and operate a stadium and related facilities suitable for use by a professional football team.

(2) Notwithstanding paragraph (1), the Santa Clara Stadium Authority and the Redevelopment Agency of the City of Santa Clara shall not expend any property tax increment revenues allocated to the redevelopment agency pursuant to Section 33670 of the Health and Safety Code to operate or maintain a stadium within the North Bayshore Redevelopment Project Area.

(c) (1) Notwithstanding any other provision of law, and subject to subdivision (d), the Santa Clara Stadium Authority may award a design-build contract to a qualified design-build contractor to construct the stadium without utilizing an otherwise applicable competitive bid process, provided that all of the following have occurred:

(A) A ballot measure endorsing the development of a stadium suitable for use by a professional football team is approved by voters in the City of Santa Clara in a citywide election.

(B) The governing body of the Santa Clara Stadium Authority determines that the cost of the contract is reasonable.

(C) The governing body of the Santa Clara Stadium Authority determines that the award of the contract is in its best interest.

(2) The contract awarded to the qualified design-build contractor pursuant to paragraph (1) shall not be funded, either through direct payment or reimbursement, using funds contributed by the Redevelopment Agency of the City of Santa Clara or by a community facilities district established under the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5), except that these funds may be used to pay for or reimburse for subcontract work pursuant to subcontracts awarded by the design-build contractor to the lowest responsible bidder as provided in subdivision (e).

(d) The Santa Clara Stadium Authority shall not award a design-build contract pursuant to subdivision (c) unless all of the following conditions are met:

(1) The design-build contract does not require expenditure of money from the general fund or enterprise funds of the City of Santa Clara.

(2) The obligation of the Redevelopment Agency of the City of Santa Clara to contribute funding is limited to a specified maximum amount, exclusive of debt service and other related financing costs, and these funds are used only to pay for or reimburse for subcontract work pursuant to subcontracts awarded by the design-build contractor to the lowest responsible bidder as provided in subdivision (e). Nothing in this subdivision modifies the requirements and limitations set forth in the Community Redevelopment Law (Part 1 (commencing with Section



33000) of Division 24 of the Health and Safety Code) with respect to the financial obligations of the Redevelopment Agency of the City of Santa Clara to the joint powers agency.

(3) A private party will be responsible for any construction cost overruns.

(e) If the Santa Clara Stadium Authority awards a design-build contract pursuant to this section, it shall establish a competitive bid process for awarding subcontracts, and it shall require the design-build contractor to award subcontracts using this process. This competitive bid process shall provide that subcontracts be awarded using either the lowest responsible bidder or by best value, as defined in Section 20133 of the Public Contract Code. Subcontracts awarded on the basis of best value shall not be funded, either through direct payment or reimbursement, using funds contributed by the Redevelopment Agency of the City of Santa Clara or by a community facilities district established under the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5). Funds contributed by the Redevelopment Agency of the City of Santa Clara or a community facilities district may be used only to fund subcontracts awarded to the lowest responsible bidder in a manner consistent with the process applicable to the City of Santa Clara under its charter.

(f) Notwithstanding Section 3248 of the Civil Code, for design-build contracts awarded pursuant to this section, the Santa Clara Stadium Authority may specify that the payment bond shall be in a sum not less than one-half of the contract price or three hundred million dollars (\$300,000,000), whichever is less.

(g) If the Santa Clara Stadium Authority elects to proceed under this section and uses the design-build method to construct a stadium suitable for use by a professional football team, it shall submit to the Legislative Analyst's Office, within six months following the completion of construction of the stadium, a report regarding the project that shall include, but shall not be limited to, all of the following information:

(1) A brief description of the project.

(2) The gross square footage of the project.

(3) The design-build entity that was awarded the project.

(4) Where appropriate, the estimated and actual length of time to complete the project.

(5) The estimated and actual project costs.

(6) A description of any written protests concerning any aspect of the solicitation, bid, proposal, or award of the design-build project, including the resolution of the protests.

(7) An assessment of the prequalification process and criteria.

(8) A description of the method used to award the contract. If best value, as defined in Section 20133 of the Public Contract Code, was the method, the report shall describe the factors used to evaluate the bid, including the weighting of each factor and an assessment of the effectiveness of the methodology.

(h) It is not the intent of the Legislature, under the provisions of this section, to authorize design-build for other infrastructure, including, but not limited to, streets and highways, public rail transit, or water resource facilities and infrastructure not located on the stadium site or adjacent city streets and property.

(i) If the construction and operation or maintenance of a stadium as contemplated by this section is deemed by the Department of Transportation under otherwise applicable law to require improvements on the state highway system, all of the following provisions shall apply:

(1) Notwithstanding any other provision of this section, for any project on the state highway system deemed necessary by the department due to the construction, operation, or maintenance of the stadium as contemplated by this section, the department is the responsible agency for the performance of project development services, including performance specifications, preliminary engineering, prebid services, the preparation of project reports and environmental documents, project design, and construction inspection services. The department is also the responsible agency for the preparation of documents that may include, but need not be limited to, the size, type, and desired design character of the project, performance specifications covering quality of materials, equipment, and workmanship, preliminary and final plans and specifications, and any other information deemed necessary to design and construct a project that meets the needs of the department.

(2) The department may use department employees or consultants to perform these services, consistent with Article XXII of the California Constitution. Department resources, including personnel requirements necessary for

the performance of those services, shall be included in the department's capital outlay support program for workload purposes in the annual Budget Act.

(j) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application. Except as provided in this section, nothing in this section shall be construed to affect the application of any other law.

*(Added by Stats. 2009, Ch. 330, Sec. 1. (SB 43) Effective January 1, 2010.)*

**6533.** (a) The board of directors of the Eastern Water Alliance Joint Powers Agency may grant available funds to a member public agency for the purposes of assisting that member public agency in acquiring water if the board determines that that water supply will benefit the Eastern San Joaquin County Groundwater Basin as a whole and that that member public agency would otherwise be unable to acquire that water. Section 10753.1 of the Water Code applies to any groundwater regulation under this section. As used in this section, the term "groundwater" has the same definition as set forth in subdivision (a) of Section 10752 of the Water Code.

(b) (1) For the purpose of supplementing the general operating revenues of the joint powers agency, upon the request of the board of directors of the joint powers agency, the Board of Supervisors of San Joaquin County may grant to the joint powers agency funds from the county general fund or Zone 2 of the San Joaquin County Flood Control and Water Conservation District that are available to carry out any purpose of the joint powers agency for which the county or district is authorized to expend funds.

(2) Nothing in paragraph (1) grants a preference to the joint powers agency over other public agencies for the purposes of receiving funds described in that paragraph.

(c) The joint powers agency shall deposit any county or district funds received pursuant to subdivision (b) in a separate account, and upon request of the county or district, shall demonstrate that all expenditures made from that account are being used only to carry out the powers, projects, and purposes of the joint powers agency and San Joaquin County or Zone 2 of the San Joaquin County Flood Control and Water Conservation District.

(d) Subject to Article XIII D of the California Constitution, the joint powers agency may impose a plan implementation charge, in accordance with this subdivision, on landowners within its boundaries for the property related service received from improved groundwater management and planning, and for improved groundwater levels and availability, provided by the joint powers agency. This plan implementation charge shall be a charge for water subject to the procedures and requirements set forth in subdivisions (a) and (b) of Section 6 of Article XIII D of the California Constitution, as follows:

(1) Each year the board of directors of the joint powers agency may fix a plan implementation charge that may not exceed the annual cost of carrying out the actions financed by the charge. The board of directors may use multiyear budgeting to determine the plan implementation charge for up to five years and adopt a schedule of charges for this time period.

(2) Before imposing the plan implementation charge, the board of directors of the joint powers agency shall identify the parcels of land within the joint powers agency to be benefited by the actions financed by the charge, the need for the plan implementation charge, and the amount of the charge to be imposed on each parcel. The amount of the charge upon any parcel may not exceed the proportional costs of the actions financed by the charge attributable to that parcel. The joint powers agency shall provide written notice of the plan implementation charge and conduct a public hearing as provided in subdivision (a) of Section 6 of Article XIII D of the California Constitution. The joint powers agency may not impose the plan implementation charge if written protests against the charge are presented by a majority of the owners of the identified parcels upon which the charge will be imposed.

(3) (A) The plan implementation charge, at the option of the joint powers agency, may be collected on the tax rolls of the county in the same manner, by the same persons, and at the same time as, together with and not separate from, county ad valorem property taxes. In that event, of the amount collected pursuant to this paragraph, the county **auditor** may deduct that amount required to reimburse the county for its actual cost of collection.

(B) In lieu of that option, the joint powers agency shall collect plan implementation charges at the same time, together with penalties and interest at the same rates as is prescribed for the collection of county ad valorem property taxes.

(4) The amount of an unpaid plan implementation charge, together with any penalty and interest thereon, shall constitute a lien on that land as of the same time and in the same manner as does the tax lien securing county ad valorem property taxes.

(5) In lieu of a plan implementation charge being imposed on parcels within the boundaries of any individual member public agency of the joint powers agency, any member of the joint powers agency may determine by resolution to make payment to the joint powers agency of funds in an amount equal to the amount that would be raised by imposition of the plan implementation charge within the boundaries of that member, to be paid at the same time that the plan implementation charge would be collected if imposed.

(e) For the purposes of this section, "joint powers agency" means the Eastern Water Alliance Joint Powers Agency.

(f) For the purposes of this section, "Eastern San Joaquin County Groundwater Basin" means the Eastern San Joaquin County Basin described on pages 38 and 39 of the Department of Water Resources' Bulletin No. 118-80.

*(Added by Stats. 2003, Ch. 740, Sec. 2. Effective January 1, 2004.)*

**6534.** (a) This section shall be known, and may be cited, as the California Prison Inmate Health Service Reform Act.

(b) The Department of Corrections may enter into joint powers agreements under this chapter with one or more health care districts established in accordance with Division 23 (commencing with Section 32000) of the Health and Safety Code, in order to establish regional inmate health service joint powers agencies.

(c) Inmate health service joint powers authorities may be utilized for any purpose related to the provision, acquisition, or coordination of inmate health care services, including, but not limited to, all of the following:

(1) The provision of district hospital-based surgical, diagnostic, emergency, trauma, acute care, skilled nursing, long-term, and inpatient psychiatric care.

(2) Health care utilization review services.

(3) Health facility management consultation services.

(4) Health care contract design, negotiation, management, and related consultation services.

(5) Health care quality monitoring, management, and oversight consulting services.

(6) Physician and health care staff recruitment services.

(7) The design, construction, and operation of dedicated, secure, community-based health care facilities for the provision of inmate health care services.

*(Added by Stats. 2004, Ch. 310, Sec. 2. Effective January 1, 2005.)*

**6535.** Any entity that is established pursuant to a joint powers agreement authorized under this article that is also licensed under Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code, where one of the parties to the joint powers agreement is an entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, shall be subject to all of the same provisions, including, but not limited to, governance, public records requirements, open meeting requirements, and conflicts of interest as is the entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, as applicable, that is a party to the joint powers agreement.

*(Added by Stats. 2005, Ch. 516, Sec. 1. Effective October 4, 2005.)*

**6536.** Notwithstanding any other provision of this chapter, a private, nonprofit corporation that conducts fairs and other events and exhibitions on land leased from the County of Los Angeles may enter into a joint powers agreement with a public agency, as defined in Section 6500, for mutually beneficial uses of the public land. The agency formed pursuant to this joint powers agreement shall be deemed a public entity as described in Section 6507.

*(Added by Stats. 2005, Ch. 122, Sec. 1. Effective January 1, 2006.)*

**6537.** (a) The Legislature finds that it is in the best interest of the communities on the Monterey Peninsula that any joint exercise of powers authority formed under this article to which the Monterey Peninsula Water Management District and one or more other public agencies are members is authorized to issue water rate relief bonds, hereafter

"agency bonds," the proceeds of which will be used to purchase water rate relief bonds that are authorized to be issued by an affiliate of a qualifying water utility in a financing order issued pursuant to Article 5.7 (commencing with Section 849) of Chapter 4 of Part 1 of Division 1 of the Public Utilities Code, to fund any necessary reserves and to pay the costs of issuance of the agency bonds. The agency bonds may be issued only if the commission finds in a financing order that the issuance, due to the availability of a federal or state income tax exemption, will provide savings to water customers on the Monterey Peninsula.

(b) Notwithstanding any other provision of law, the joint powers agency may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584). If the agency issues bonds under this section, the agency, notwithstanding Article 5 (commencing with Section 53760) of Chapter 4 of Part 1 of Division 2 of Title 5, shall not be eligible to file for bankruptcy pursuant to Chapter 9 (commencing with Section 901) of Title 11 of the United States Code as long as the bonds and any related financing costs are outstanding and unpaid and shall remain ineligible for a period of one year and one day after repayment of the bonds and any related financing costs.

*(Added by Stats. 2014, Ch. 482, Sec. 5. (SB 936) Effective January 1, 2015.)*

**6538.** (a) Notwithstanding any other provision of this chapter, one or more private, nonprofit corporations that are organized pursuant to Section 501(c)(3) of the Internal Revenue Code and provide services to homeless persons or for the prevention of homelessness may form a joint powers agency or enter into a joint powers agreement with one or more public agencies. The agency formed pursuant to this joint powers agreement shall be deemed a public entity, as described in Section 6507, except that, notwithstanding any other law, the agency shall not have the power to incur debt.

(b) The purpose of a joint powers agency or agreement authorized by this section shall be to encourage and ease the sharing of information between public agencies and nonprofit corporations, pursuant to subdivision (a), necessary to identify the most costly, frequent users of publicly funded emergency services in order to provide frequent user coordinated care housing services, as defined in subdivision (e) of Section 65582, to homeless persons or to prevent homelessness.

(c) An agency formed pursuant to subdivision (a) shall be governed by a board of directors, the composition of which shall be determined by the participating public agency or agencies. The representation of private nonprofit corporations on the board of directors shall not exceed 50 percent.

(d) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

*(Added by Stats. 2015, Ch. 188, Sec. 1. (AB 1403) Effective January 1, 2016. Repealed as of January 1, 2024, by its own provisions.)*

**6539.** Notwithstanding any other law, the composition of the Board of Directors of the Orange County Fire Authority shall not include alternate members.

*(Added by Stats. 2016, Ch. 504, Sec. 1. (AB 1217) Effective January 1, 2017.)*

**6539.5.** (a) (1) Notwithstanding any other law, the County of Orange and any of the cities within the County of Orange may enter into a joint powers agreement pursuant to this chapter to create and operate a joint powers agency to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the County of Orange.

(2) The joint powers agency created pursuant to this section shall be known as the Orange County Housing Finance Trust, and shall be created and operate in accordance with this section.

(b) The Orange County Housing Finance Trust shall be governed by a board of directors consisting of elected officials representing the County of Orange and representative cities that are party to the joint powers agreement.

(c) Notwithstanding any other law, the Orange County Housing Finance Trust may do any of the following:

(1) Fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing.

(2) Receive public and private financing and funds.

(3) Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the Orange County Housing Finance Trust.

(d) The Orange County Housing Finance Trust shall incorporate into its joint powers agreement annual financial reporting and auditing requirements that shall maximize transparency and public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the Orange County Housing Finance Trust.

(e) The Orange County Housing Finance Trust shall comply with the regulatory guidelines of each specific state funding source received.

*(Added by Stats. 2018, Ch. 336, Sec. 2. (AB 448) Effective January 1, 2019.)*

**6539.6.** (a) (1) Notwithstanding any other law, the County of Los Angeles and any or all of the cities within the jurisdiction of the San Gabriel Valley Council of Governments may enter into a joint powers agreement pursuant to this chapter to create and operate a joint powers agency to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the San Gabriel Valley region.

(2) The joint powers agency created pursuant to this section shall be known as the San Gabriel Valley Regional Housing Trust, and shall be created and operate in accordance with this section.

(b) (1) The San Gabriel Valley Regional Housing Trust shall be governed by a board of directors consisting of nine directors appointed by the governing board of the San Gabriel Valley Council of Governments.

(2) (A) Seven members of the board of directors shall be local elected officials from the County of Los Angeles or members of a city council from a city that is a member of the San Gabriel Valley Council of Governments that represents either of the following:

(i) A city that is a party to the joint powers agreement.

(ii) A County of Los Angeles board of supervisors district that is located wholly or partially within the territory of the San Gabriel Valley Council of Governments, if the county is a party to the joint powers agreement.

(B) Two members of the board of directors shall be experts in homeless or housing policy. These experts shall meet all of the following criteria:

(i) They shall not be local elected officials or employees of a city that currently has a representative on the board of directors.

(ii) They shall have regional experience with affordable housing projects in multiple San Gabriel Valley cities.

(iii) They shall have at least five years of experience in homeless or housing policy.

(3) The board of directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each calendar year.

(4) (A) Members of the board of directors shall serve without compensation.

(B) Members of the board of directors may be reimbursed for actual expenses subject to the approval of the governing board of the San Gabriel Valley Council of Governments. Actual expenses shall be approved before they are incurred.

(5) (A) A member of the board of directors shall serve a term of two years. After initial members of the board are selected, the governing board of the San Gabriel Valley Council of Governments shall designate staggered terms for the board of directors to require five members to be appointed in odd-numbered years and four members to be appointed in even-numbered years.

(B) Notwithstanding subparagraph (A), staggered terms shall be established by drawing lots at the first meeting of the board so that a simple majority of the members shall initially serve a two-year term, and the remainder shall initially serve a one-year term.

(C) If a vacancy occurs on the board of directors, the governing board of the San Gabriel Valley Council of Governments shall appoint a qualified individual to fill the vacancy within 60 days of the vacancy. An appointment to fill a vacancy pursuant to this subparagraph shall be effective only for the remainder of the term of the office that became vacated.

(6) Each member of the board of directors that represents a city that is a party to the joint powers agreement shall be a resident of a different city.

(c) Notwithstanding any other law, the San Gabriel Valley Regional Housing Trust may do any of the following:

(1) Fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing.

(2) Receive public and private financing and funds.

(3) Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the San Gabriel Valley Regional Housing Trust.

(d) The San Gabriel Valley Regional Housing Trust shall incorporate into its joint powers agreement annual financial reporting and auditing requirements that shall maximize transparency and public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the San Gabriel Valley Regional Housing Trust.

(e) The San Gabriel Valley Regional Housing Trust shall comply with the regulatory guidelines of each specific state funding source received.

*(Amended by Stats. 2020, Ch. 206, Sec. 1. (SB 1212) Effective January 1, 2021.)*

**6539.7.** (a) (1) Notwithstanding any other law, the County of Riverside and any of the cities located within western Riverside County that are members of the Western Riverside Council of Governments may enter into a joint powers agreement pursuant to this chapter to create and operate a joint powers agency to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the County of Riverside.

(2) The joint powers agency created pursuant to this section shall be known as the Western Riverside County Housing Finance Trust, and shall be created and operate in accordance with this section.

(b) The Western Riverside County Housing Finance Trust shall be governed by a board of directors consisting of elected officials representing the County of Riverside and representative cities that are party to the joint powers agreement.

(c) Notwithstanding any other law, the Western Riverside County Housing Finance Trust may do any of the following:

(1) Fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing.

(2) Receive public and private financing and funds.

(3) Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the Western Riverside County Housing Finance Trust.

(d) The Western Riverside County Housing Finance Trust shall incorporate into its joint powers agreement annual financial reporting and auditing requirements that shall maximize transparency and public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the Western Riverside County Housing Finance Trust.

(e) The Western Riverside County Housing Finance Trust shall comply with the regulatory guidelines of each specific state funding source received.

*(Added by Stats. 2021, Ch. 120, Sec. 1. (AB 687) Effective January 1, 2022.)*



California State Legislature  
Senate Local Government Committee

# Governments Working Together

*A Citizen's Guide to  
Joint Powers Agreements*

August 2007



August 2007

Dear Reader:

For more than 85 years, state law has allowed public agencies to work together by signing joint powers agreements (JPAs). Some JPAs are cooperative arrangements among existing agencies, while others create new, separate institutions called joint powers agencies. These unique forms of government affect our daily lives, though many people are unaware of their importance --- or even of their existence.

*Governments Working Together* will help you understand what JPAs do. Becoming familiar with the JPAs in your community can also provide valuable insight into how your governments work --- and provide great examples of what your local governments do for you.

The Committee appreciates the patient perseverance of Colin Grinnell who compiled the original research and wrote the early drafts of this citizen's guide which Trish Cypher augmented with additional research and writing.

Respectfully,

GLORIA NEGRETE McLEOD  
Chair



## Senate Local Government Committee

For a complete list of the Committee's *Citizen's Guides*, please visit:

[www.sen.ca.gov/locgov/guides.htm](http://www.sen.ca.gov/locgov/guides.htm)

# **Governments Working Together**

## *A Citizen's Guide to Joint Powers Agreements*

**By Trish Cypher and Colin Grinnell**

August 2007

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## Introduction

“Joint powers” is a term used to describe government agencies that have agreed to combine their powers and resources to work on their common problems. Joint powers agreements (JPAs) offer another way for governments to deliver services, but sometimes the public does not understand JPAs.

This citizen’s guide explains JPAs, outlines their advantages and disadvantages, and describes how public officials use this special government arrangement to deliver better services and facilities. In addition to deciphering the world of JPAs, this guide provides a better understanding of how JPAs fit into local and state government operations.





## What Is a JPA?

Joint powers are exercised when the public officials of two or more agencies agree to create another legal entity or establish a joint approach to work on a common problem, fund a project, or act as a representative body for a specific activity.

Agencies that can exercise joint powers include federal agencies, state departments, counties, cities, special districts, school districts, redevelopment agencies, and even other joint powers organizations. A California agency can even share joint powers with an agency in another state.

Examples of areas where JPAs are used commonly include: groundwater management, road construction, habitat conservation, airport expansion, redevelopment projects, stadium construction, mental health facilities construction, educational programs, employee benefits services, insurance coverage, and regional transportation projects.

Even the JPA acronym can mean different things --- joint powers agreement, joint powers agency, and joint powers authority --- which may create confusion if people do not use the terms carefully. These descriptions show how widely public officials use JPAs.

A **joint powers agreement (JPA)** is a formal, legal agreement between two or more public agencies that share a common power and want to jointly implement programs, build facilities, or deliver services. Officials from those public agencies formally approve a cooperative arrangement.

**JPA is an acronym used for three different terms:**

- **Joint powers agreement.**
- **Joint powers agency.**
- **Joint powers authority.**

Think about the use of joint powers as a confederation of governments that works together and shares resources for mutual support or common actions. The government agencies that participate in joint powers agreements are called member agencies.

With a joint powers agreement, a member agency agrees to be responsible for delivering a service on behalf of the other member agencies. For example, the City of San José signed a joint powers agreement with Santa Clara County to jointly administer redevelopment funds. San José's city manager administers the agreement's terms. In another example, the City of Palo Alto has a joint powers agreement to provide cable television service to area residents, and a Palo Alto city employee administers the agreement.

**A joint powers agreement is so flexible that it can apply to almost any situation that benefits from public agencies' cooperation.**

Each joint powers agreement is unique, as there is no set formula for how governments should use their joint powers. One agency will administer the terms of the agreement, which may be a short-term, long-term, or perpetual-service agreement. If a joint powers agreement requires substantial staff time from one member agency,

but not the others, the managing agency may hire extra staff to work on the joint powers project.

The alternative way to exercise joint powers is to create a new organization that is completely separate from the member agencies. This organization is known as a joint powers agency or joint powers authority.

A **joint powers agency** or **joint powers authority** (JPA) is a new, separate government organization created by the member agencies, but is legally independent from them. Like a joint powers agreement (in which one agency administers the terms of the agreement), a joint powers agency shares powers common to the member agencies, and those powers are outlined in the joint powers agreement.

If an agreement's terms are complex or if one member agency cannot act on behalf of all members, forming a new government agency is the answer. This new agency typically has officials from the member agencies on its governing board. For example, three local governments formed the Belvedere-Tiburon Library Agency in July 1995 as the legal governing body of a new independent community library. Its seven-member board has three trustees appointed by the City of Belvedere, three by the Town of Tiburon, and one by the Reed Union School District. This library JPA has the same responsibilities as any public agency, including personnel, budgeting, operations, and maintenance.

Sometimes public officials establish JPAs specifically to arrange capital financing by selling bonds. These bonds create the capital needed to finance construction of public facilities. Public officials sometimes call this type of JPA a joint powers authority or a public financing authority (PFA).

**A joint powers authority (JPA) can also be called a public financing authority (PFA).**

Public financing authorities include agencies formed to fund capital projects, such as the Berkeley Joint Powers Financing Authority, which resulted from an agreement

between the City of Berkeley and the Berkeley Redevelopment Agency. Bonds issued by this JPA provided the capital to build public facilities and the costs will be paid back over time by the Authority and from the revenue generated by the projects.

### **Why Form a JPA?**

Why would a public agency enter into a joint powers agreement or form a joint powers agency? JPAs exist for many reasons, whether it's to expand a regional wastewater treatment plant, provide public safety planning, set up an emergency dispatch center, or finance a new county jail. By sharing resources and combining services, the member agencies --- and their taxpayers --- save time and money.

The Marin County Hazardous and Solid Waste Management Authority is an example of a cost-saving JPA. It provides garbage and recycling collection and household hazardous-waste disposal service to residents of 12 cities and towns and the unincorporated areas of Marin County. In fact, many solid waste JPAs (known as regional waste management authorities) show the efficiency of joint powers arrangements.

**Officials create JPAs to:**

- **Cut costs.**
- **Be more efficient.**
- **Reduce (or eliminate) overlapping services.**
- **Share resources.**

All levels of government use JPAs to tackle common problems. The North Coast Emergency Medical Services JPA provides emergency medical services to the residents of Del Norte, Humboldt, and Lake counties. These counties pooled their resources and purchased equipment that the member agencies now share.

Federal and state agencies also join JPAs. The Santa Monica Mountains Conservancy (a state agency formed in 1979 to acquire open space in the Santa Monica Mountains) and the cities of Brea, Diamond Bar, La Habra Heights, and Whittier are members of the JPA called the Wildlife Corridor Conservation Authority.

When public officials create a joint powers agency, the new organization may not necessarily include “joint powers” or “JPA” in its name. Yet, if a public organization relies on a joint powers agreement, the organization is a JPA, regardless of its title. JPAs are not special districts, redevelopment agencies, or nonprofit corporations, although these agencies can enter into joint powers agreements.

**Among the terms found in JPAs’ official names are: agency · alliance · association · authority · board · bureau · center · coalition · commission · committee · consortium · cooperative · council · district · facility · fund · group · institute · JPA · league · network · organization · partnership · patrol · plan · pool · program · project · region · service · services · source · study · system · trust · zone.**

## The History of California's JPAs

The concept of allowing public agencies to share powers started in the 1920s, when tuberculosis was a serious public health threat in the Bay Area. San Francisco officials lacked adequate facilities to treat tuberculosis patients and the city's damp, chilly weather was not favorable to their recovery. Just across the Bay, Alameda County had a more favorable climate and a tuberculosis sanitarium, but Alameda's facility did not have enough room for San Francisco's patients. This predicament created an opportunity for San Francisco and Alameda to work together on a solution, but the counties lacked the legal means.

In 1921, Senator M.B. Johnson (R-San Mateo) authored Senate Bill 18, which allowed any two cities or counties to enter into agreements and provide funds to exercise a power common to each. After the bill passed, Alameda County and the City and County of San Francisco drafted an agreement to share their resources and expand Alameda's tuberculosis facility. Although this arrangement was controversial, a 1923 California Supreme Court ruling upheld the new joint powers law.

Nearly 20 years later, the Legislature authorized special districts to form JPAs. SB 584 (DeLap, 1941) allowed irrigation districts to construct bridges and water projects in the Central Valley with funding from their respective counties. A few years after that, the Legislature allowed the federal government and state agencies to enter into JPAs with California counties, cities, and special districts (SB 468, Salsman, 1943). Then, in 1947, the Legislature paved the way for the creation of a separate government agency --- a joint powers agency --- to operate independently of its member agencies (AB 1573, Allen & Evans, 1947).

In 1949, the Legislature renumbered and combined these earlier laws into a unified statute (SB 768, Cunningham, 1949), which also gave JPAs the ability to incur debt and sell bonds to construct

public-use buildings, such as exhibition centers, sports coliseums, and associated parking facilities. In 2000, the Legislature formally named the law the Joint Exercise of Powers Act (SB 1350, Senate Local Government Committee, 2000).

After California's voters passed Proposition 13 in 1978, local governments saw property tax revenues shrink at the same time their population growth boosted demands for facilities and services. Counties, cities, and special districts had trouble financing courtrooms, city halls, jails, and other public facilities. The Legislature responded by passing the Marks-Roos Local Bond Pooling Act (SB 17, Marks, 1985), which allowed local agencies to form JPAs that can sell one large bond and then loan the money to local agencies. This practice, known as bond pooling, saves money on interest rates and finance charges.

## Statutory Authority of JPAs

Governments get their authority to work together from a state law called the Joint Exercise of Powers Act.<sup>1</sup> JPAs can exercise only those powers that are common to their member agencies. For example, three fire protection districts and an adjacent city can form a JPA to run a fire department because each member agency has the power to run a fire department. However, this same JPA can't maintain the local parks because fire districts lack that statutory authority.

Joint powers agency's meetings are open to the public and subject to the Ralph M. Brown Act. Further, JPAs must follow the Public Records Act, the Political Reform Act, and other public interest laws that ensure political transparency.

JPAs are different from other forms of government because they are the only type of government formed by mutual agreement. Unlike

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<sup>1</sup> Government Code §6500, et seq. To see a copy of the Joint Exercise of Powers Act, visit a county law library or go to: [www.leginfo.ca.gov](http://www.leginfo.ca.gov).

other governments, JPAs are not formed by signatures on petitions, and they're not approved by a vote of the people. Public agencies create JPAs voluntarily.

The formation of a JPA begins when public officials negotiate a formal agreement that spells out the member agencies' intentions, the powers that they will share, and other mutually acceptable conditions that define the intergovernmental arrangement. Each member agency's governing body then approves the joint powers agreement.

For example, if the City of Davis and Yolo County wanted to run a combined library program, the Davis City Council and the Yolo County Board of Supervisors would approve the JPA. A joint powers agreement is, in effect, a mutually negotiated document that governs and guides the resulting arrangement. Each JPA is unique, reflecting a mutually acceptable agreement among public agencies that have joined together for a common purpose.

If a joint powers agreement creates a new joint powers agency, the JPA must file a Notice of a Joint Powers Agreement with the Secretary of State.<sup>2</sup> According to the Secretary of State's office, approximately 1,800 JPAs have formed a new agency or authority. State officials report receiving about 50 of these notices each year. Until public officials file those documents, a JPA cannot incur any debts, liabilities, or obligations, or exercise any of its powers.

An agreement that creates a new joint powers agency describes the size, structure, and membership of the JPA's governing board and documents the JPA's powers and functions. As a legally separate public agency, the JPA can sue or be sued, hire staff, obtain financing to build public facilities, and manage property. Joint powers agreements usually protect their member agencies from a JPA's debts or other liabilities.

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<sup>2</sup> The public can review JPA documents at the Secretary of State's special filing unit in Sacramento.



As a separate agency, a JPA must appoint a treasurer and an auditor. The treasurer may be someone from a member agency, the county treasurer where the JPA operates, or a certified public accountant who performs the job. The JPA's auditor must arrange for an annual audit; many public agencies audit their own JPAs. The JPA must file the completed audit with the county auditor who makes copies available to the public.

JPAs differ from other local governments in another important way. Before counties, cities, and special districts can issue revenue bonds, they need majority-voter approval. If its voters approve, then the local government sells the revenue bonds to private investors and uses the resulting capital to build a public facility, like a parking garage. As the principal and interest on the bonds become due, local officials repay the private investors with the revenues that they collect from, for instance, the new parking garage. That's why this type of public debt is known as a revenue bond.

However, a JPA can issue revenue bonds without holding an election. State law allows a JPA to issue revenue bonds without voter approval, provided that each of the JPA's member agencies adopts a separate local ordinance. A city, for example, needs majority-voter approval to finance the expansion of its sewer plant with revenue bonds. But if the city and a sanitary district created a JPA, the JPA could issue the revenue bonds without voter approval if the city council and the district's board of directors adopted authorizing ordinances. While local voters can force referendum elections on these local ordinances, that rarely happens.

Special legislation allows some nongovernmental organizations to participate in joint powers agreements, even though they aren't public agencies. For instance, to help nonprofit hospitals keep pace with changes in the health care industry, the Legislature has allowed them to enter joint powers agreements to provide health care services in Contra Costa, Kings, San Diego, and Tulare counties. Another special bill allowed mutual water companies to

enter joint powers agreements with public water agencies. And specific tribal governments have special statutory authority to enter joint powers agreements.

## Types of JPAs

JPAs perform many functions, although many (but not all) perform only one service.

### JPAs offer:

- **Public services.**
- **Financial services.**
- **Insurance pooling and purchasing discounts.**
- **Planning services.**
- **Regulatory enforcement.**

There are no official categories for the types of JPAs, but their services fall into five broad groups: public services, financial services, insurance pooling and purchasing discounts, planning services, and regulatory enforcement.

### ▪ **General Services**

Agencies create JPAs to deliver more cost-effective services, eliminate duplicative efforts, and consolidate services into a single agency. Counties, cities, and special districts form JPAs to provide services such as fire and police protection and the removal of abandoned vehicles. Local agencies also use JPAs to fulfill mandates from the federal and state government, including solid waste management, special education, regional transportation planning, and hazardous waste monitoring. Other public services provided by JPAs vary from animal control and data storage to flood control and soil conservation.

The Stanislaus Drug Enforcement Agency is a JPA that handles drug trafficking by tapping into the expertise and resources of the

Ceres, Modesto, Newman, Patterson, Riverbank, Turlock, and Waterford police departments and the county sheriff. Before the formation of this JPA, Stanislaus County law enforcement agencies battled drug trafficking separately, resulting in disjointed solution to common problems. The drug dealing in Stanislaus County, especially the methamphetamine trade, continued to escalate. Consolidating the talent, resources, and equipment of each member agency allowed this JPA to tackle the region's drug problem more effectively. Furthermore, this JPA has been secured federal and state grants to aid its mission.

Humboldt and Del Norte counties and several cities within those counties formed the Hazardous Materials Response Authority to provide a hazardous materials team to oversee a large heavily forested region. Before creating this JPA, each county and city had struggled to operate its own hazardous materials program. The JPA allows local officials to deliver better services --- and to deliver them more efficiently.

#### ■ **Financial Services**

JPA's use the Revenue Bond Act of 1941 and the Marks-Roos Local Bond Pooling Act of 1985 to generate public capital. Public officials use JPA's to finance the construction of public works, including schools, city halls, bridges, and flood control projects. Some JPA's finance the purchase of special equipment, such as buses.

Financial JPA's with two member agencies, such as a city and its redevelopment agency, are often called public financing authorities (PFAs) or sometimes captive JPA's. These authorities sell Marks-Roos bonds to finance public improvements, like a new jail, local golf course, or parking lot. The California Debt and Investment Advisory Commission estimates that more than half of all JPA's formed since 1985 issue Marks-Roos Act bonds for public improvements.

The Association of Bay Area Governments is a 107-member JPA that offers its member agencies financing, such as bond-pooling programs that finance affordable housing, public works, and construction expenses. It is also one of the few JPAs with more than 100 member agencies.

Another large PFA is “CHF,” formerly known as the Rural Home Mortgage Financing Authority, a JPA consisting of most of California’s 58 counties. It consolidates federal, state, and local funding to provide grants and other financing needed by first-time home buyers.

- **Insurance Pooling and Purchasing Discounts**

JPAs offering insurance-pooling and reduced-price purchasing options usually involve agencies, such as school districts, that want to buy insurance or supplies and equipment for their member agencies. When private insurance companies raised their rates in the 1970s, many schools withdrew from the commercial insurance market and created joint powers agencies to obtain self-insurance by pooling their funds. These JPAs continue to offer school districts and other public agencies a cost-effective alternative to commercial insurance. In this arrangement, each member agency provides money to the JPA, which controls the funds in a collective account. The deposited funds earn interest, which finances the JPA’s operations and pays the member agencies’ claims. There are more than 50 self-insurance joint powers authorities.

School districts form JPAs to purchase lower-cost medical and dental benefits for teachers and district employees. The School Insurance Authority, a JPA formed in 1976, includes approximately 50 school districts, which together provide insurance coverage to schools throughout the state. Another example is the North Bay Schools Insurance Authority, which is comprised of 12 school districts in Napa, Solano, and Yolo counties and provides self-insurance coverage for property liability and workers’ compensation claims. At times, this Authority is even able to

return money to its member agencies because of “good-risk” performance.

The Schools Excess Liability Fund is a JPA made up of other JPAs and therefore can be called a super JPA. This super JPA allows insured school districts to pool the insurance assets of their JPAs to handle claims over \$1 million, a practice that provides additional insurance coverage above the usual self-insurance policy maximum. The California State Association of Counties operates the Excess Insurance Authority, which provides similar insurance coverage for counties.

**Joint powers agencies that join other JPAs are called super JPAs.**

These super JPAs often secure lower rates and better services because their large size allows for volume discounts and increased competition among vendors.

Some JPAs use their enhanced purchasing power to buy equipment and supplies from private vendors. In Mendocino County, for example, several school districts formed a JPA to buy portable classrooms.

#### ▪ **Planning Services**

Counties and cities also form JPAs for planning purposes and to address topics of regional importance. JPAs created for planning reasons typically work on regional problems that go beyond county and city limits. The JPAs usually bring together experts from several agencies to develop regional or subregional strategies. These JPAs rely on funding from their member agencies and in return provide services to their members.

More commonly known as Councils of Government (COGs), these regional planning agencies jointly exercise the planning powers of counties and cities. COGs serve most metropolitan regions. The Southern California Association of Governments (SCAG) covers six counties, 187 cities, and more than 18 million people. The

Association of Bay Area Governments (ABAG) is the joint planning body for the nine-county San Francisco Bay region. Even rural governments form COGs. The Tri-County Area Planning Council works on planning issues for Colusa, Glenn, and Tehama counties. State law relies on COGs to prepare regional housing needs assessments that direct the housing strategies found in county and city general plans. Many COGs also serve as metropolitan planning organizations for federal transportation plans.

- **Regulatory Enforcement**

Regulatory joint powers agreements, the least common type, enforce regulations through an independent agency or as an arrangement with other enforcing agencies. These JPAs ensure that member agencies adhere to federal and state laws and procedures by conducting educational seminars, formulating enforcement procedures, and maintaining an oversight role. The State Parole Board, for example, entered into a JPA with Stanislaus County to assist county sheriffs in monitoring parolees and reporting and apprehending violators.

Regulatory JPAs also enforce air pollution regulations. The Yolo-Solano Air Quality Management District resulted from a 1971 joint powers agreement to serve as the air-quality regulator for these two counties. Its governing board consists of Solano and Yolo county supervisors and the mayors and city council members from the cities within the two counties. This JPA satisfies the legal requirement placed on all counties to have an air quality regulatory authority, and has the same powers to grant air quality variances, monitor air quality, and enforce standards and regulations as its state-sponsored equivalent, the Air Pollution Control District.

## The Funding of JPAs

As with any government agency, a joint powers agency needs money to operate. Among JPAs there are two popular funding methods: (1) create a revenue stream, and (2) raise capital by issuing bonds. Although JPAs do not need voter approval before issuing bonds, each member agency must pass an ordinance. Those ordinances face a 30-day period in which voters can object by signing referendum petitions that trigger an election. If there is no referendum petition or if the petition fails to qualify, the JPA can sell the bonds and use the proceeds to build improvements or buy equipment.

The City of El Cajon and San Diego County formed a JPA in 1973 to build a new city hall, county services building, and performing arts center. Their El Cajon Civic Center Authority issued \$6.5 million in revenue bonds to finance the projects, which helped boost downtown economic development.

JPAs that provide financing and sell bonds for multiple agencies pay for their operations by collecting fees from their member agencies for the JPA's bond services. Bond transactions are complicated and require skilled financial professionals to ensure that the bond sales meet legal and market requirements. Large JPAs providing financial assistance hire financial experts and sell their services to local agencies that want to issue bonds.

According to the California Debt and Investment Advisory Commission, JPAs have issued 1,238 bonds for securing more than \$44.5 billion in debt since 1985.

JPAs also sell bonds to refinance their member agencies' debts. These JPAs will sell a bond and use the proceeds to pay off a member agency's high-interest debt so it can assume a lower-interest debt.

#### **Marks-Roos Act bonds:**

- **Do not require voter approval or a referendum before a JPA can issue the bonds.**
- **Can be issued at a public sale or privately, which provides more flexibility in finding a buyer who is best suited for the bond.**
- **Can be sold as one large bond with the proceeds loaned to its member agencies, which reduces extra loan fees and other charges.**

In the 1990s, legislators became worried when a few small cities used the Marks-Roos Act to issue bonds that exceeded their capital needs. As a result, the Legislature stopped the practice of allowing so-called “roving JPAs” to issue bonds to pay for developments outside their member agencies’ jurisdictions (SB 147, Kopp, 1998).

### **JPAs and Special Districts: What Are the Differences?**

Although sometimes confused with each other, a JPA is not a special district, even though they may provide similar services. A special district is a separate local government with its own governing body that delivers public services to a particular area. Special districts rely on state laws for their legal authority and elected or appointed boards of directors for their governance. A comparison of JPAs and special districts appears on the next page.

Most special districts provide only a single service to a specifically defined area, unlike counties and cities that provide services throughout their boundaries. Cities and counties must provide a variety of services, many mandated by federal and state governments, whereas special districts deliver only the services the public wants and is willing to pay for. Fire protection districts,



cemetery districts, and mosquito abatement districts exist because taxpayers are willing to pay for these public services.<sup>3</sup>

As the following table shows, JPAs differ from special districts in four important ways. The **legal authority** for all JPAs comes from just one state law, the Joint Exercise of Powers Act. Each type of special district has its own principal act. Fire districts operate under the Fire Protection District Law, for example, while the cemetery districts rely on the Public Cemetery District Law. The **formation** of a JPA is relatively uncomplicated, requiring only the signing of a joint powers agreement by the member agencies. In contrast, there are complicated procedures to form a new special district, usually including the approval of the Local Agency Formation Commission (LAFCO) and voter approval.<sup>4</sup> A JPA's **governance** structure depends on what the member agencies agreed to, while state law spells out the election or appointment requirements to select special districts' governing boards. JPAs provide only the **services** that are common to their member agencies, while special districts can deliver any of the services that state law permits.

| Comparing Joint Powers Agencies and Special Districts |   |                                     |
|---|---|-------------------------------------|
|   | JPAs                                    | Districts                           |
| Legal authority:                                      | Joint Exercise of Powers Act            | Separate principal acts             |
| Formation:  | Joint exercise of powers agreements     | LAFCO and voter approval            |
| Governance:   | Determined by the JPA's member agencies | Governing board (elected/appointed) |
| Services:   | Any common powers                       | Only what state law allows          |

<sup>3</sup> For more information on special districts, see *What's So Special About Special Districts? A Citizen's Guide to Special Districts in California*, available online at [www.sen.ca.gov/locgov](http://www.sen.ca.gov/locgov) under "Publications."

<sup>4</sup> For more information on LAFCOs, see *It's Time To Draw The Line: A Citizen's Guide to LAFCOs*, available online at [www.sen.ca.gov/locgov](http://www.sen.ca.gov/locgov) under "Publications."

## Advantages and Disadvantages of JPAs

JPAs have both advantages and disadvantages:

### *Advantages*

- **JPAs are flexible and easy to form.** The Joint Exercise of Powers Act allows any government agency to participate in a JPA. The Act permits the member agencies to negotiate their levels of commitment and structure their own governing boards.
- **JPAs may be more efficient than separate governments.** JPAs allow local agencies to join forces and tackle issues together. The personnel, expertise, equipment, and property of each agency can be consolidated, promoting economy and efficiency.
- **JPAs finance public works.** JPAs can finance improvements such as parks, city halls, courthouses, and schools. JPAs can jointly purchase equipment, finance insurance pools, refinance member agencies' debts, and provide working capital by selling bonds.
- **JPAs cooperate on regional solutions.** JPAs serve as public forums for regional problems, providing residents with the opportunity to focus on regional issues. When the problems of affordable housing, transportation, energy, and drug trafficking cross local boundaries, JPAs can offer the wider view.
- **Joint powers help communities find grants.** Local agencies form JPAs to pursue grants to fund better services, start new programs, or purchase equipment. Participation in a JPA helps local authorities show the grant givers that they are willing to cooperate on regional problems --- as opposed to competing with each other for grant funds for separate projects.

### *Disadvantages*

- **JPAAs require mutual trust to form.** Getting separate public agencies to cooperate can be hard because each organization has its own powers, purposes, and politics. Sometimes it takes a long time to build the trust that's needed before public officials are ready to sign a joint powers agreement that puts the common good ahead of individual needs.
- **JPAAs can be hard to keep together.** Because a joint powers agreement is merely a voluntary relationship among the member agencies, local problems may threaten to split up the JPA. Changes in local public support, new political leaders, or financial pressures may cause a member agency to reconsider participating in the JPA. If a member agency pulls out, the departure may harm the JPA's long-term bonds or purchasing programs.
- **JPAAs can be hard to dissolve.** To avoid the financial problems that can result if member agencies pull out of JPAs, some joint powers agreements include specific protocols that make it difficult to dissolve the agreements. To keep petty problems from splintering a long-term JPA, a dissident government may have to give the other member agencies months or years of warning before dropping out.
- **JPAAs can be hard to understand.** Some people see JPAs as an additional and unnecessary layer of government, even when that may not be the case. Local residents may ask why they must call the JPA instead of a local office for answers to their questions. When agencies combine forces or create a separate agency to provide a service, the visibility and accountability of the JPA may not be readily apparent.

## Current and Emerging Trends

The popularity of JPAs will continue to increase, because JPAs are one of the successful ways to promote intergovernmental cooperation --- and cooperation among governments can save money for state and local agencies and their constituents. JPAs will continue to offer bond pooling services to their member agencies, promote joint purchasing and insurance programs, and serve as regional planning agencies in metropolitan areas. In rural areas, JPAs are likely to remain popular because these confederations don't require the member agencies to surrender their local identities. In addition, the successful use of JPAs to promote home ownership will remain attractive among rural counties.

The purposes for which governments form joint powers agreements also will continue to expand. Ever since it started with a single tuberculosis sanitarium 85 years ago, the joint powers movement has spread beyond public works projects to include public services and funding programs. Urban and suburban communities formed COGs in the 1960s to plan for transportation, housing, and open space throughout politically fragmented regions. Rural county officials adapted the joint powers concept to develop a JPA that finances first-time home purchases. More innovations likely will emerge as public officials think of new ways they can join forces to serve their constituents' needs.

Because they are politically attractive, JPAs will discover that nongovernmental entities want to join their efforts. Just as nonprofit hospitals and mutual water companies won legislative permission to join JPAs, other nongovernmental organizations may sponsor their own special bills. For example, California Indian tribal governments, especially those with gaming revenues, are increasingly interested in working with counties and cities on topics that cross their jurisdictional boundaries. Legislators may see more requests to allow tribal governments to join JPAs that operate as COGs.

And because they are easy to form, JPAs must protect their member agencies' fiscal integrity. The controversy surrounding how some JPAs used the Marks-Roos Act in the 1990s reminds public officials to guard against the potential misuse of the Joint Exercise of Powers Act. Bond pooling is a cost-effective way to generate public capital, but JPAs should not abuse the public trust.

## Frequently Asked Questions

1. **Can any government agency join a JPA?** Yes. Federal and state agencies, counties, cities, special districts, school districts, redevelopment agencies, and even other JPAs can be members of one --- or several --- JPAs. California Indian tribal governments can join JPAs if they get legislative permission.
2. **Who runs a JPA?** Most JPAs' governing boards have five or seven members, but state law does not require a specific number. Each joint powers agreement outlines its own rules about how its board will be set up, keeping in mind that each member agency will want to be sure that its interests are represented.
3. **How can I find out who runs a JPA?** State law requires every public agency --- including a joint powers agency --- to file basic information with the Secretary of State and the county clerk of the counties where it keeps offices. The Secretary of State and the county clerks keep official rosters of public agencies. Because they are separate government agencies, joint powers agencies may be listed in local telephone directories or online.
4. **Who pays for JPAs?** The member agencies that created the joint powers agency or authority pay for the organization's operation. Their joint powers agreement usually spells out how much each member agency contributes, based on such factors as its projected use of services.
5. **What is a JPA's lifespan?** There is no fixed timeframe. Member agencies can dissolve a JPA when it no longer serves their interests or a predetermined termination date may be part of the joint powers agreement.

6. **How many JPAs are there?** That's actually a tough question to answer. The Secretary of State keeps data on joint powers agencies that are separate organizations. Approximately 1,800 JPA notices are on file with the Secretary of State. The State Controller, however, received annual financial reports from 718 JPAs in 2004-05. The big gap between these numbers remains puzzling.
7. **What happens when a JPA dissolves?** A joint powers agreement outlines the terms for ending the agreement. For JPAs that issue bonds, there would be provisions on how bonds would be repaid, regardless of whether the JPA is still operating. The assets that a JPA acquires during its operation would be divided among the member agencies, following the agreement's terms.
8. **Are JPA meetings open to the public?** Yes, of course. Like other local agencies, JPAs must follow the Ralph M. Brown Act, the California Public Records Act, the Political Reform Act, and other public interest laws. They must print agendas and permit the public to participate in their meetings.
9. **Can JPAs levy additional taxes or assessments?** The Joint Exercise of Powers Act does not allow a JPA to levy new taxes or assessments. However, a JPA's member agencies could levy their own taxes or benefit assessments and contribute the revenues to the JPA's operation. But the member agencies must still comply with the California Constitution and state law when levying taxes or assessments.
10. **Where can I find more information about JPAs?** Start by contacting the JPA directly. Also, you can contact your own county supervisor or city councilmember and ask about the joint powers agreements in your community. For financial information on a JPA, refer to the State Controller's annual publication, *Special Districts Annual Report*, which is available online at [www.sco.ca.gov](http://www.sco.ca.gov), or call your county's auditor-

controller. The California Debt and Investment Advisory Commission has information about JPAs' bond issues. Details about JPAs that offer insurance-pooling services are available from the California Association of Joint Powers Authorities.

11. **Who oversees JPAs?** The public agencies that set up JPAs have a continuing responsibility to monitor their creations. Although no state agency directly controls JPAs, several collect reports and data on JPAs, including the Secretary of State's office, the State Controller's office, and the California Debt and Investment Commission. County civil grand juries function as civil watchdogs and may examine the records of JPAs operating in the county, while county auditors keep tabs on the financial reports of JPAs.



## Resources and Web Sites Related to JPAs

- California Association of Joint Powers Authorities (CAJPA)  
530 Bercut Drive, Suite G  
Sacramento, CA 95814  
(916) 369-6142  
[www.cajpa.org](http://www.cajpa.org)
- California Debt & Investment Advisory Commission (CDIAC)  
State Treasurer's Office  
915 Capitol Mall, Room 400  
Sacramento, CA 95814  
(916) 653-3269  
[www.treasurer.ca.gov/cdiac](http://www.treasurer.ca.gov/cdiac)
- The California Grand Jurors' Association (CGJA)  
[www.cgja.org](http://www.cgja.org)
- California Special Districts Association (CSDA)  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(916) 441-7887  
[www.csda.net](http://www.csda.net)
- California State Association of Counties (CSAC)  
1100 K Street, Suite 101  
Sacramento, CA 95814  
(916) 327-7500  
[www.csac.counties.org](http://www.csac.counties.org)
- League of California Cities  
1400 K Street  
Sacramento, CA 95814  
(916) 658-8200  
[www.cacities.org](http://www.cacities.org)

- State Controller's Office  
Division of Accounting & Reporting  
Local Government Reporting Section  
3301 C Street, Suite 500  
Sacramento, CA 95816  
(916) 445-5153  
[www.sco.ca.gov](http://www.sco.ca.gov)

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