

**FIRST AMENDMENT TO
RESTATED JOINT POWERS AGREEMENT
ESTABLISHING
THE EASTERN CONTRA COSTA TRANSIT AUTHORITY**

Effective _____, 2000 and pursuant to Government Code §§ 6500, et seq., the County of Contra Costa, the City of Antioch, the City of Brentwood, the City of Pittsburg and the City of Oakley mutually agree to enter into this First Amendment to Restated Joint Exercise of Powers Agreement Establishing Eastern Contra Costa Transit Authority, which hereby admits the City of Oakley as a member of Eastern Contra Costa Transit Authority.

Except as amended herein, the Restated Joint Powers Agreement Establishing the Eastern Contra Costa Transit Authority dated May 21, 1996 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Restated Joint Exercise of Powers Agreement by their duly authorized officers and representatives as of the day and year first above written.

APPROVED AS TO FORM:

William R. Carlson
City Attorney

CITY OF ANTIOCH:

By: Mary Helen Roche
Mayor

ATTEST:

By: J. Glenn Martin
City Clerk

APPROVED AS TO FORM:

Dennis Beoughen
City Attorney

CITY OF BRENTWOOD:

By: [Signature]
Mayor

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF PITTSBURG:

By: [Signature]
Mayor

ATTEST:

By: [Signature],
Deputy City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY OF OAKLEY:

By: [Signature]
Mayor

ATTEST:

By: [Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
County Counsel

CONTRA COSTA COUNTY:

By: [Signature]
Chairman
Board of Supervisors

ATTEST:

City of Pittsburg

City of Antioch

County of Contra Costa

City of Brentwood

Director-At-Large

City of Oakley

There shall be no limit on the number of terms a Director may serve. A Director, otherwise qualified, shall continue to serve until reappointed or until his/her successor is appointed. This section shall also apply to alternates.

NOW, THEREFORE, Section 4.05 of the Bylaws is hereby amended to read as follows:

4.05 OFFICERS. Officers of the Board of Directors will rotate as follows:

<u>Term</u>	<u>Chair</u>	<u>Vice-Chair</u>
2000-2001	Director-at-Large	Antioch
2001-2002	Antioch	County
2002-2003	County	Brentwood
2003-2004	Brentwood	Pittsburg
2004-2005	Pittsburg	Oakley
2005-2006	Oakley	Antioch
2006-2007	Antioch	County
2007-2008	County	Brentwood
2008-2009	Brentwood	Pittsburg
2009-2010	Pittsburg	Director-at-Large

Except as herein amended, the Bylaws effective May 26, 1996 remain in full force and effect.

**RESTATED JOINT POWERS AGREEMENT
ESTABLISHING
THE EASTERN CONTRA COSTA TRANSIT AUTHORITY**

1. **Background.** Effective May 21, 1996, and pursuant to Government Code §§ 6500, et seq. (Act), the County of Contra Costa (County), the Cities of Antioch (Antioch), Brentwood (Brentwood) and Pittsburg (Pittsburg) (collectively referred to as "Cities") mutually agree to replace the "Joint Exercise of Powers Agreement Establishing Eastern Contra Costa Transit Authority" dated August 3, 1976, the "First Amendment of Eastern Contra Costa Transit Authority Agreement" dated September 2, 1980, the "Second Amendment of Eastern Contra Costa Transit Authority Agreement" dated March 24, 1984, and the "Third Amendment of Eastern Contra Costa Transit Authority Agreement" dated September 25, 1984, with this "Restated Joint Exercise of Powers Agreement Establishing Eastern Contra Costa Transit Authority" (Agreement).

2. **Purpose.** It is in the public interest to develop and implement a public transportation service in Eastern Contra Costa County providing an integrated regional transportation program and public transit services to the citizens of Eastern Contra Costa County, including among others, the transit-dependent. Further, public transportation is an essential component to carrying out the environmental conservation and development policies of the area. Therefore, the purpose of this Agreement is to enable the County and Cities to develop and provide a transportation program and transit services to all citizens within the area.

3. **Creation of ECCTA.** The Eastern Contra Costa Transit Authority (ECCTA) is a separate public entity with the authority to exercise all powers common to the parties to this Agreement which are explicitly granted to ECCTA by this Agreement or which are necessary for or incidental to ECCTA's carrying out the purpose of this Agreement.

4. **Powers and Functions.** ECCTA has the common powers of the parties to provide public transportation services and to own, operate, and maintain a public transit

system. Further, ECCTA has such other powers which are necessary for or incidental to carrying out the purposes of the Agreement, including, but not limited to, the following:

- a. Employ agents and employees and contract for services, including transit services;
- b. Make and enter into contracts;
- c. Incur debts, obligations, and liabilities;
- d. Apply for and accept contributions, grants, or loans from any source, including public entities, the United States or any of its departments, instrumentalities, or agencies;
- e. In furtherance of 4.d, the parties shall perform such acts and provide such assurances as may be necessary to facilitate ECCTA's receipt of such funds;
- f. Invest funds not needed for immediate necessities in accordance with § 53601 of the Government Code, as it may amended, and in accordance with policies adopted by the ECCTA Board of Directors;
- g. Appoint an employee or an officer to be treasurer or controller or both;
- h. Acquire, construct, manage, maintain or operate any building, works or improvements;
- i. Take by grant, purchase, devise, or lease, or condemn in proceedings under eminent domain or otherwise acquire, and hold and enjoy, or lease, mortgage, sell or otherwise dispose of any real and personal property of every kind necessary for or incidental to the exercise of its powers; and
- j. Sue and be sued.

5. **Restriction.** To the extent required under § 6509 of the Government Code, the manner in which ECCTA exercises its powers shall be restricted in the same manner in which County is restricted in its exercise of similar powers.

6. **Governance.** A Board of Directors (Board) shall govern ECCTA. Each party shall appoint two (2) Directors to the Board. The Board shall select an at-large Director. Each appointing entity may appoint one (1) alternate. The term of each Director and alternate shall be two (2) years. Each Director may serve an unlimited number of terms. The Board

shall adopt procedures for the Board's exercise of its powers and to define its responsibilities.

7. **Finances.**

a. Fiscal Year. The fiscal year of ECCTA commences on July 1 and ends on June 30.

b. Annual Budget. The Board shall annually adopt an operating and capital budget pursuant to procedures established in ECCTA's bylaws. No budget shall contain an unfunded deficit.

c. General Fund Contributions. ECCTA cannot require any City or the County to contribute any monies or property to which the City or County currently has title without the approval of the governing body of the affected City or County.

d. Debts and Liabilities. The debts, liabilities and obligations of ECCTA shall not be the debts, liabilities or obligations of any City or the County.

e. Disposition of Money and Property. This subsection applies to a distribution of ECCTA's surplus money or property. This subsection does not affect sales, transfers, or other dispositions of ECCTA's property or money in the ordinary course of its activities.

(1) If by law another public entity has been created or designated to assume responsibility for providing public transportation services or public transit within all or substantially all of the ECCTA service area, ECCTA shall transfer its surplus monies and acquired property to such public entity upon its assumption of all liabilities of ECCTA, and ECCTA shall thereafter dissolve.

(2) Except as provided in this Section 7e.2., withdrawing parties have no right to distribution of acquired property or surplus money of ECCTA.

(3) If the parties terminate this Agreement pursuant to Section 8, ECCTA shall distribute its acquired property and surplus money among the parties in equal shares. To facilitate such distribution, ECCTA may distribute property in kind or in cash. If the parties cannot agree upon the valuation of acquired property or upon their distributive shares, the disagreement shall be referred to a panel of three arbitrators for decision. The

party(ies) disputing the valuation or disposition shall appoint one arbitrator. The party(ies) supporting the valuation or distribution shall appoint one arbitrator. These two arbitrators shall appoint the third.

8. Termination.

a. This Agreement may be terminated and ECCTA may be dissolved if the governing bodies of a majority of the parties representing a majority of the population of the area encompassed by this Agreement (as determined by the latest United States census) duly adopt resolutions stating their intention to terminate this Agreement. The resolutions effecting the termination of this Agreement and the dissolution of ECCTA must be submitted at least one (1) year prior to the effective date of such termination and dissolution. Further, this Agreement may only be terminated and ECCTA may only dissolved on June 30 of any given year.

b. Any party may rescind its notice of intention to terminate by a duly adopted resolution of its governing body, adopted and submitted to ECCTA no later than six (6) months prior to the effective date of the proposed termination and dissolution. In the event that enough parties rescind their resolutions of termination so that the requirements of Subsection 8.a are no longer met, the remaining parties shall have thirty (30) days from notification of such fact from ECCTA to adopt resolutions rescinding their resolutions of termination or to convert their resolutions of termination to resolutions of withdrawal which will be deemed to have met the requirements of Section 9.

c. During the period between ECCTA's receipt of resolutions and the actual termination and dissolution, ECCTA shall have sole use and control of all funds and assets without any liability or obligation to any of the parties subject only to ECCTA's obligation to distribute surplus funds and assets under Section 7.e.3.

9. Withdrawal. A party may withdraw from this Agreement and ECCTA effective on the first day of any fiscal year. The withdrawing party must give one (1) year prior written notice of its withdrawal to ECCTA and to each other party. A party may rescind its notice of withdrawal upon written notice to ECCTA no later than six (6) months before the effective date of withdrawal. All notices must be in the form of a duly adopted

resolution of the withdrawing party's governing body. A party which has withdrawn shall have no further rights under this Agreement except as provided in Section 7.e.2.

10. **Additional Parties.** Any City incorporating within ECCTA's service area shall be admitted as a party to this Agreement if within one (1) year following its incorporation the governing body of the City duly adopts a resolution stating its intention to join ECCTA, approving the execution of this Agreement, approving the bylaws of ECCTA and the terms of any other agreements to which ECCTA is a party.

11. **Amendments.** This Agreement may be amended only by the approval of the governing bodies of all of the parties.

12. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

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13. **Severability.** Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives as of the day and year first above written.

APPROVED AS TO FORM:

William R. Coulster
City Attorney

CITY OF ANTIOCH:

By Lernard K. Weir
Mayor

ATTEST:

By Howard R. Rundo
City Clerk

APPROVED AS TO FORM:

Paul C. Anderson
City Attorney

CITY OF BRENTWOOD:

By W. H. Hays
Mayor

ATTEST:

By Alonna Rogers
DEPUTY City Clerk

APPROVED AS TO FORM:

Paula Anderson for
City Attorney

CITY OF PITTSBURG:

By Joseph L. Hamilton
Mayor

ATTEST:

By Lucian Stride
City Clerk

APPROVED AS TO FORM:

Silvano B. Marchesi
Asst. County Counsel

CONTRA COSTA COUNTY:

By [Signature]
Chairman
Board of Supervisors

ATTEST:

By Christine Kampler