

JOINT EXERCISE OF POWERS AGREEMENT  
BETWEEN  
THE CITY OF PLEASANT HILL AND THE CITY OF MARTINEZ

This agreement is made this \_\_\_\_\_ day of December, 1975, between the City of Pleasant Hill ("Pleasant Hill") and the City of Martinez ("Martinez"), both general law cities in the State of California.

RECITALS

This agreement is predicated upon the following facts:

(1) Pleasant Hill and Martinez desire to provide for the development and operation of shared facilities and services for the two cities:

(2) Government Code Sections 6500, et seq. authorize joint exercises by two or more public agencies of any common power to them:

(3) It is the desire of Pleasant Hill and Martinez to jointly provide for and maintain facilities and services which are common to both.

NOW, THEREFORE, the parties agree as follows:

(1) Creation of Authority

There is created an agency or public entity to be known as the "Pleasant Hill-Martinez Joint Facilities Agency" ("Agency"). As provided by Government Code Section 6500-6578, the Agency shall be a public entity separate from Pleasant Hill and separate from Martinez.

(2) Powers

The Agency is authorized, in its own name, to make and enter into contracts, to employ agents and employees, to acquire (including by eminent domain), hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes. However, no such contract, employment, purchase, debt, liability or obligation is binding upon nor shall it obligate either Pleasant Hill or Martinez (except for its

share of dues, assessments or charges authorized). The powers of the Agency shall be exercised only subject to such restrictions upon the manner of exercising such powers as are imposed upon general law cities in the exercise of similar powers.

(3) Board

The Agency shall be administered by a Board consisting of five (5) members each serving in an individual capacity as a member of the Board. Two (2) members of the Board shall be the Mayor of each City. The alternate member for each Mayor shall be the Vice Mayor. (Appointed by his respective City Council). If the Mayor or Vice Mayor is not available to serve, the City Council may, by majority vote, designate another Council member to serve in the Mayor's (Primary Member) or Vice Mayor's (Alternate member) place. One (1) member shall be the City Manager of Pleasant Hill and one (1) member shall be the City Manager of Martinez. These four (4) members of the Board shall determine the qualifications of the fifth member and shall appoint the fifth member of the Board. Each member of the City Council and the member appointed at large shall serve initial terms of approximately two years. The initial terms of office shall begin on or about January 1, 1976 and shall expire on December 31, 1978. The term of office for each member after the initial term of office shall be one year for each Mayor and two years for the fifth member, beginning on the applicable January 1 and terminating on the applicable December 31. Each member serving by virtue of being the City Manager serves so long as he is the duly appointed City Manager.

The term of office of any member of the Board, except a member serving by virtue of his position as City Manager, may be terminated at any time by a majority vote of both the City Council of Pleasant Hill and the City Council of Martinez. No member of the Board is entitled to compensation for serving as such member, but may receive reimbursement for actual and necessary expenses.

A vacancy on the Board shall be filled by selection in the same manner as the initial member for the vacant term was selected.

(4) Officers

The Board shall elect a Chairman and a Vice-Chairman of the Agency from among its members. The Board shall also appoint a Secretary of the Agency who may, but need not be a member of the Board. The Board may appoint such other officers and employees as it considers necessary.

The Treasurer and Auditor of Pleasant Hill are designated Treasurer and Auditor respectively, of the Agency. They have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code. The City Council of Pleasant Hill shall determine the charges to be made against the Agency for the services of the Treasurer and the Auditor acting in such capacities. The Treasurer and Auditor of the Agency are designated as the public officers and persons who shall have charge of, handle and have access to the property of the Agency, except as provided in Government Code Section 6505.5 (b), with respect to money held by the Treasurer. Pleasant Hill and Martinez shall require each such public officer and person to file with the Agency an official bond in an amount to be fixed by Pleasant Hill and Martinez. The Auditor shall draw warrants to pay the demands against the Agency when the demands have been approved by at least three members of the Board.

(a) Regular Meetings

The Board may hold at least one regular meeting each month. Date upon which, and the hour and place which each regular meeting shall be held shall be fixed by resolution of the Board.

(b) Special Meetings

Special Meetings of the Board may be called in accordance with Section 54956 of the Government Code.

(c) Legal Notice

Each meeting of the Board shall be held subject to a law which requires notice meetings of public bodies to be given.

(d) Minutes

The Secretary of the Board shall have minutes of all meetings of the Board kept and shall, as soon as possible after each meeting, have a copy of the minutes forwarded to each member of the Board and to Pleasant Hill and to Martinez.

(e) Quorum

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

(5) By-laws

Current copies of By-laws, general regulations and amendments to either adopted by the Agency shall be filed and maintained with the City Clerk of Pleasant Hill and the City Clerk of Martinez during the term of this agreement.

The By-laws shall provide for an Agency Steering Committee whose purpose it shall be to determine the feasibility of developing facilities and services to meet those requirements common to both cities and to recommend facilities and services to the Board.

(6) Fiscal Year

The fiscal year of the Agency shall be the period from July 1 of each year to and including the following June 30.

(7) Accounts, Reports and Audits

The Agency shall establish and maintain such funds and accounts as may be required by good accounting practice or by any resolution of the Agency securing its revenue bonds. The books and records of the Agency shall be open to inspection at all reasonable times to either city and its representatives.

The Agency, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for the fiscal year to each city. The Auditor of the Agency shall prepare and maintain such accounts and reports, and shall keep copies on file in the Auditor's Office.

The Auditor shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Agency. In each case the minimum requirements of the audit shall be those prescribed by the State Comptroller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards. When such an audit of an account and records is made, a report of it shall be filed as a public record with each city. The report shall be filed within twelve months of the end of the fiscal year under examination.

The cost of the audit shall be borne by the Agency and shall be a charge against funds of the Agency.

In any year in which the annual budget of the Agency does not exceed \$500.00, the Board may, by unanimous vote, and subject to approval of Pleasant Hill and Martinez, replace the annual special audit with an audit covering a two-year period.

(8) Finance and Budget

The Agency shall not expend any funds nor incur any debts until it has adopted a budget.

The parties agree that after the completion of its purposes, any surplus money on hand shall be returned in proportion to the contributions made, as provided in Government Code Section 6512.

(9) Indemnity

The Agency shall indemnify, condemn and hold harmless Pleasant Hill and Martinez and their officers, agents and employees from all claims, losses,

costs or liabilities accruing or resulting to any person, firm, corporation, or other public or private entity for damages of any kind, including but not limited to injury, harm, sickness or death to persons or property from any cause whatsoever arising from or in any way connected with the performance and exercise of its powers.

(10) Insurance

The Agency shall maintain, through the Contra Costa County Joint Risk Management Authority, public liability insurance covering and insuring the authority and all officers and employees of the authority against accidents or injuries to persons or property arising or occurring on any property of or out of any activities of the Agency for such minimum amounts as Pleasant Hill and Martinez shall agree upon.

(11) Termination of Agreement

This agreement may be terminated by either party at the end of the fiscal year beginning after the giving of written notice to the City Council of the other party and to the governing Board of the Agency, or by mutual agreement of Pleasant Hill and Martinez.

(12) Disposition of Assets

Upon the termination of this agreement, all assets, both real and personal, of the Agency, including all the property acquired as a result of the joint exercise of powers under this agreement, shall be distributed in proportion to the aggregate of the monetary contributions and payments made by them under this agreement to the Agency.

(13) Severability

If any part, term or provision of this agreement is decided by the courts to be illegal or in conflict with any law of the State or is otherwise made unenforceable or ineffectual, the validity of the remaining portions of the agreement are not affected thereby.

(14) Amendments

This agreement may be amended by supplemental agreement executed by Pleasant Hill and Martinez.

(15) Term

This agreement becomes effective as of the date of this agreement and shall continue in full force and effect until terminated as provided in Section 11 of this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and attested by their proper officers, duly authorized, and their official seals affixed, as of the day and year first written above.

ATTEST:

CITY OF PLEASANT HILL

Tetona S Crawford  
City Clerk, Wetona Crawford

BY Chris J Holmes  
Mayor

ATTEST:

CITY OF MARTINEZ

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BY C. [Signature]  
Mayor