

**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. Carlson
City Attorney

CITY OF ANTIOCH:

By Frank K. Henderson
Mayor

ATTEST:

By Glenn K. Russell
City Clerk

APPROVED AS TO FORM:

Paul C. Anderson
City Attorney

CITY OF BRENTWOOD:

By [Signature]
Mayor

ATTEST:

By Donna Rogers
DEPUTY City Clerk

APPROVED AS TO FORM:

Julia H. Hensler
City Attorney

CITY OF PITTSBURG:

By Joseph L. Smith
Mayor

ATTEST:

By Lillian J. Hilde
City Clerk

APPROVED AS TO FORM:

Silvana B. Marchesi
Att. County Counsel

CONTRA COSTA COUNTY:

By

[Signature]
Chairman
Board of Supervisors

ATTEST:

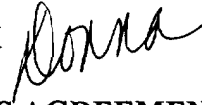
By

Christine Hampler

STAFF REPORT - CONSENT CALENDAR

TO BE CONSIDERED AT THE COUNCIL MEETING OF FEBRUARY 27, 1996

FROM: DONNA J. ROGERS, DEPUTY CITY CLERK



**SUBJECT: APPROVAL OF RESTATED JOINT POWERS AGREEMENT
ESTABLISHING THE EASTERN CONTRA COSTA TRANSIT
AUTHORITY.**

**RECOMMENDATION: APPROVAL OF RESTATED JOINT POWERS
AGREEMENT ESTABLISHING THE EASTERN
CONTRA COSTA TRANSIT AUTHORITY.**

BACKGROUND:

In 1976, the Eastern Contra Costa Transit Authority (Tri Delta Transit) was created by Brentwood's execution of a joint exercise of powers agreement with Antioch, Pittsburg and Contra Costa County. The agreement was last amended in 1984. Since the last amendments to the agreement, Tri Delta Transit has matured as a public agency.

DISCUSSION:

Tri Delta Transit believes the agreement should be revised to reflect this maturity and to bring the agreement into conformity with Tri Delta Transit's actual practices. Therefore, the Board of Directors of Tri Delta voted unanimously on September 27, 1995 to recommend the adoption of the Restated Agreement by each of its members.

Attached please find the following items for your consideration:

- A brief outline of Tri Delta's organization and operations,
- A memorandum describing the changes to the agreement from Tri Delta's legal counsel,
- The Restated Joint Powers Agreement,
- The current Joint Powers Agreement, and
- The proposed Bylaws which will be adopted by the Board of Directors upon ratification of the Restated Joint Powers Agreement by all members.

These documents have been reviewed by Dan Arellano for operational impacts and Paul Anderson for legal impacts.

Attachments



TRI DELTA TRANSIT

EASTERN CONTRA COSTA TRANSIT AUTHORITY

801 Wilbur Avenue
Antioch • California 94509
510 • 754-6622
510 • 757-2530 FAX

CITY OF BRENTWOOD

FEB 02 1996

RECEIVED

January 24, 1996

Donna Rogers, City Clerk
City of Brentwood
708 Third Street
Brentwood, CA 94513

Re: Eastern Contra Costa Transit Authority - Joint Exercise Powers Agreement

Dear Donna:

In 1976, the Eastern Contra Costa Transit Authority (Tri Delta Transit) was created by Brentwood's execution of a joint exercise of powers agreement (Agreement) with Antioch, Pittsburg, and Contra Costa County. The agreement was last amended in 1984. Since the last amendments to the Agreement, Tri Delta Transit has matured as a public agency.

We believe the Agreement should be revised to reflect this maturity and to bring the Agreement into conformity with Tri Delta Transit's actual practices. Therefore, the Board of Directors of Tri Delta voted unanimously on September 27, 1995, to recommend the adoption of the Restated Agreement by each of its members.

We respectfully request that the approval of the Restated Agreement be placed on the agenda of your city council. To assist you in your deliberations, I have enclosed the following:

- A brief outline of Tri Delta's organization and operations;
- A memorandum describing the changes to the Agreement from Tri Delta's legal counsel;
- The Restated JPA;
- The current JPA; and
- The proposed Bylaws which will be adopted by the Board of Directors upon ratification of the Restated JPA by all members.

As chair of the Board of Directors of Tri Delta Transit, I am proud of our accomplishments and continuing contributions to the community. We look forward to your prompt consideration of this matter and anticipate your approval.

Very truly yours,


Mary Erbez
Board Chair

cc: ECCTA Board Members (w/encl.)



History & Overview

Eastern Contra Costa Transit Authority

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| 1975: BART Express bus service began in Eastern Contra Costa County |
| 1976: Eastern Contra Costa Transit Authority (Tri Delta Transit) was formed by a Joint Powers Agreement between the cities of Pittsburg, Antioch, and Brentwood, and the County of Contra Costa. It was created in recognition of the need for local bus service to complement the system of BART Express buses. The 225 square mile service area is represented by Contra Costa District 5 and contains the unincorporated areas of Bay Point, Oakley, Bethel Island, Discovery Bay, and Byron. |
| 1977: Regular fixed route service in Eastern Contra Costa County began under contract with AC Transit. Under this agreement AC Transit owned, operated, and maintained all vehicles in fixed route service. |
| 1979: Dial a Ride (door-to-door) service began through a contract with Community Transit Services (CTS) who used vehicles owned by Tri Delta and a facility leased by Tri Delta. |
| 1984: The contract service provider for fixed route service was changed from AC Transit to CTS. This transition involved ECCTA's acquisition of seven 35' diesel buses for use in fixed route service. It also resulted in an overall 46% reduction in the gross cost per revenue vehicle hour for the service |
| 1986: The contract service provider was changed to Laidlaw Transit Inc. |
| 1987: The operations, maintenance and administration offices were moved to a new facility located in east Antioch. |
| 1987: The City of Brentwood and Tri Delta Transit began the Brentwood Dime-a-Ride service. |
| 1988: The fixed route fleet was expanded by six buses. A 20% increase in service was implemented. |
| 1991: Service was increased by 29%. |
| 1993: The fixed route fleet was expanded by two buses. |
| 1995: The fixed route fleet was expended by six buses. Service was increased by 20%. |
| 1995: Tri Delta Transit entered into an agreement with the City of Antioch to act as the grants administrator for the city's senior bus service. |
| <p>Today: Tri Delta Transit provides management, oversight of contract operations, customer service, planning, and marketing for both fixed route and Dial-a-Ride paratransit services. Laidlaw Transit Inc. operates the service under contract using ECCTA owned vehicles and facilities. In addition, Tri Delta Transit is currently under contract to the parties of the Joint Powers Agreement to provide Transportation Demand Management (TDM) staff to support the required employer trip reduction programs under the Bay Area Air Quality Management District rules.</p> <p>The annual operating budget for FY95-96 is \$4,167,900. There are nine Tri Delta Transit employees managing a fleet of 21 fixed route buses and 16 Dial-a-Ride paratransit vehicles. All buses are equipped with wheelchair lifts, two-way radios with emergency alarms, and bicycle racks. Tri Delta Transit is completely compliant with the service requirements of the Americans with Disabilities Act.</p> |

MOY & LESSER

REVISED MEMORANDUM

To: Interested Parties

From: Kenneth K. Moy, Legal Counsel
Eastern Contra Costa Transit Authority

Date: Revised - January 30, 1996

Re: Revisions to the Joint Exercise of Powers Agreement (JEPA) and Bylaws

Background

The Eastern Contra Costa Transit Authority (Tri Delta) was created pursuant to the California Joint Exercise of Powers Act, California Government Code §§ 6500, et seq. (Act). The current Joint Exercise of Powers Agreement (JEPA) creating Tri Delta is lengthy, repetitive in many places, detailed in others and unduly restrictive in certain respects. As a drafting assumption, I have adopted the principle that a JEPA needs to contain terms which are of concern to the governing bodies executing the JEPA. Second, especially in the case of an existing joint powers entity like Tri Delta, the details of how the ensuing joint powers entity actually conducts its business should be left to the discretion of the governing body of the joint powers entity. Consequently, many of the detailed provisions dictating how Tri Delta conducts its business have either been eliminated or have been transferred to the Bylaws which are under the control of the Board and more easily amenable to modification in the face of changing circumstances.

Significant Changes

A. Board of Directors

- Most of the procedures and details regarding the Board has been transferred to the Bylaws.
- The concept of a term of specified years for each director has been introduced. To the extent to which the Restated JEPA requires the signatories to repose some trust and confidence in the ability of the Board to formulate policy and guide Tri Delta, I have assumed that a regular cycle of confirming the signatories' representatives to the Board is desirable (see Restated JEPA, Section 6).
- The concept of staggered terms for Board representatives is introduced to ensure continuity in the event that there is significant turnover in any given year.
- The Draft Bylaws sets a January 1 commencement date for the terms of

2397 SHATTUCK AVENUE, SUITE 215, BERKELEY, CALIFORNIA 94704-1567

directors. Terms should avoid normal election periods for city councils and the board of supervisors to permit members of those governing bodies to organize themselves and decide the appropriate assignments.

- The term of the Chair and Vice Chair is July 1 in order to permit new directors to familiarize themselves with existing directors. The offices are rotated through the jurisdictions.
- Committee quorums have been drafted to reflect the recently adopted Board policy on this matter.

B. Staff

- Staff provisions have been moved to the Bylaws. Both the scope of staff responsibility and the terms under which Tri Delta will be staffed are matters which should be decided by the policy body responsible for Tri Delta.
- The provisions regarding the General Manager have been generalized to conform with existing practice. It is not recommended that the duties of staff members directly appointed or hired by the Board be made more specific or that any more staff members be made directly accountable to the Board.

C. Finances

- The current provisions regarding finances, capital and operating funding are outmoded. They do not reflect current practice. The proposed amendments to the JEPA and provisions contained in the Bylaws (Section 7) provide Tri Delta with guidelines for financial responsibility.
- The current JEPA appears to contemplate close fiscal control by the member jurisdictions over Tri Delta's budget and financing. Where the contracting member's direct financial interests are involved, i.e., general fund contributions, that control remains. Restated JEPA, Section 7.c. However, in all other cases, Tri Delta now would have authority over its funding sources and budget.

jepabylw.3

MOY & LESSER



January 19, 1996

Jeanne Krieg
General Manager
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509

Re: Restated JPA Establishing the Eastern Contra Costa Transit Authority

Dear Jeanne:

Enclosed please find the above-referenced document in final form. If you have questions or comments, please do not hesitate to contact Ken.

Very truly yours,

Cheryl Adsit
Secretary

Encl.

2397 SHATTUCK AVENUE, SUITE 215, BERKELEY, CALIFORNIA 94704-1567

KENNETH K. MOY
BARBARA A. LESSER

TEL (510) 848-0630
FAX (510) 848-0636

Kennethm@moylessr.com
Barbaral@moylessr.com

JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING
EASTERN CONTRA COSTA TRANSIT AUTHORITY
(Contra Costa County, Antioch, Brentwood, and Pittsburg)

1. PARTIES AND DATE. Effective on AUG 3, 1976, and pursuant to Government Code §6500 et seq. (herein called the "Law"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California, herein called "County", the CITY OF ANTIOCH, the CITY OF BRENTWOOD, and the CITY OF PITTSBURG, all situated in Contra Costa County, California, and herein collectively referred to as "Cities", as individual public entities mutually promise and agree as hereinafter set forth.

2. PURPOSE. There exist opportunities for meeting public transportation needs in Eastern Contra Costa County; and

COUNTY and CITIES now desire to provide for the development and implementation of public transportation services in EASTERN CONTRA COSTA COUNTY, said program to be integrated with, and otherwise constitute a part of, the regional transportation plan; and affirm the need for an organizational framework through which they may provide public transit service to all their citizens recognizing that many persons are dependent upon others to furnish them mobility, that an alternative to the private automobile is needed, and that a viable transit service can assist in carrying out environmental and conservation policies, and certain efficiencies of operation and service are available through a unified, cooperative effort; and

The State of California Transportation Development Act, as enacted by Chapter 1400 Statutes 1971, as revised by Chapter 1408 of the Statutes of 1972, and Chapters 740 and 873 of the Statutes of 1973, and the Urban Mass Transportation Administration Act of 1964 as amended, and the Federal Highway Act of 1973, make available financial assistance for transit capital and operating expenses; and

The purpose of this agreement is to enable the COUNTY and CITIES to provide public transit service to all of their citizens within the area encompassed by this agreement.

3. METHOD. The parties to this agreement desire by a joint exercise of their common powers to create and constitute a new public transportation authority separate and distinct from each party of this agreement, with the authority to:

- (a) Own, operate, and administer a public transportation system, both within and without the corporate limits of its members.
- (b) Contract with any person, firm, or public agency to use, manage, and operate its transportation facilities, or any portion thereof.
- (c) Contract with any person, firm, or public agency to provide transportation facilities and service or to improve transit facilities and service being operated by said person, firm, or public agency.
- (d) Receive and utilize all forms of Federal, State, and other grants or revenues available for transit purposes and apportioned to each of the parties within the area encompassed by this agreement.

4. CREATION OF AUTHORITY. Upon the effective date of this agreement, there is established and constituted the Eastern Contra Costa Transit Authority, hereinafter "ECCTA" or "AUTHORITY", a separate and distinct public entity, as the authority to exercise the common powers provided for in this agreement and to administer or otherwise execute this agreement.

5. BOARD. ECCTA shall be governed by a Board of Directors, hereinafter referred to as "BOARD", comprised of nine members, with the governing body of each party to this agreement appointing two members, and one member at large who will be selected by the Board.

X Members selected will serve indefinite terms at the pleasure of their respective governing bodies. A majority of the members of the BOARD shall constitute a quorum for the conducting of business, except that less than a quorum may adjourn a meeting.

At its first meeting the BOARD shall:

- (a) Appoint a Chairperson and Vice-chairperson;
- (b) Establish necessary rules of procedure; and
- (c) Establish a time and place for regular meetings.

At any meeting, including its organizational meeting, the BOARD may consider such matters as it deems proper for carrying out the purposes of this agreement, provided that no item shall be considered, except by unanimous consent of the BOARD, unless written notice shall have been provided to the BOARD at least twenty-four hours in advance of the meeting at which such item is to be considered.

6. POWERS AND FUNCTIONS. ECCTA shall have the common power of the parties to own, operate, and maintain a public transit system and, in the exercise of the power under this agreement, ECCTA is authorized in its own name to:

- (a) Employ agents and employees and contract for professional services;
- (b) Make and enter contracts for transit operations and other purposes;
- (c) Incur debts, obligations, and liabilities;
- (d) Accept contributions, grants, or loans from any public agency, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing the planning, acquisition, construction, maintenance, or operation of transit facilities. ECCTA may also accept contributions, grants, or loans from other than the foregoing sources;
- (e) Invest in the treasury of the County of Contra Costa money that is not needed for immediate necessities, as the BOARD determines advisable, in the same manner and upon the same conditions as other local entities, in accordance with Section 53601 of the Government Code;
- (f) Do all other acts reasonable and necessary to carry out the purpose of this agreement; and
- (g) Sue and be sued.

The powers to be exercised by ECCTA are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of Contra Costa in the exercise of similar powers, or, if the County of Contra Costa is not a party to this agreement, upon the most populous city which is a party to this agreement. ECCTA shall be held strictly accountable for all funds received, held, and disbursed by it.

7. TRANSIT MANAGER. The Transit Manager shall be appointed by, and shall serve at the pleasure of, upon the terms prescribed by, the BOARD. Under rules and regulations provided by the BOARD, the powers and duties of the Transit Manager are

- (a) To lead and coordinate the technical and administrative office of ECCTA and to be responsible to the BOARD for proper administration of all affairs of ECCTA.
- (b) To supervise and direct the preparation of the annual operating and capital improvement budgets for the BOARD and be responsible for their administration after adoption by the BOARD.
- (c) To formulate and present to the BOARD plans for transit facilities within the AUTHORITY and the means to finance them.
- (d) To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities of the AUTHORITY.
- (e) To attend all meetings of the BOARD and act as the secretary of the BOARD.
- (f) To perform such other duties as the BOARD may require in carrying out the policies and directives of the BOARD.

8. FINANCING AND BUDGET. The fiscal period of the AUTHORITY shall be the year beginning July 1 and ending June 30. For each fiscal year, the BOARD shall adopt capital and operating budgets which are consistent with funding ability and the requirements of the Metropolitan Transportation Commission, the California Transportation Development Act, the Federal Highway Act of 1973, the UMTA Act of 1964 as amended from time to time, and all other funding and regulatory agencies involved in the execution of the purpose of this AUTHORITY.

9. CAPITAL AND OPERATIONS FUNDING. At the time of submitting its proposed budget and proposed capital improvement program to the governing bodies of the parties for approval, the BOARD shall similarly submit an estimate of required operating funds sufficient to sustain ECCTA operations. Operating funds shall be provided by the parties in such manner as is determined by the BOARD. Maximum utilization of Federal, State, and other funds available from other than the parties of this agreement shall be actively sought.

The support required for the operating budget and the capital expenditure budget shall be equitably apportioned among the parties by the BOARD on the basis of the population within each party's jurisdiction, after consideration of the following factors:

- (a) Funds available from State and Federal grants and other sources;
- (b) Transportation service requirements for capital expenditure for replacement and general system uses;
- (c) Special capital costs required for equipment and facilities to provide additional or increased services within any party's jurisdiction; and
- (d) Such other factors as the BOARD may deem appropriate.

Administrative, planning, and other costs incurred by ECCTA that are not directly attributable to the cost of transportation services provided within each party's jurisdiction shall be proportioned to each party based on the direct cost of transportation services requested and provided within each party's jurisdiction.

In such case where ECCTA does not provide transportation services within a party's jurisdiction, the BOARD shall determine an equitable sum required of said party to support indirect costs incurred by ECCTA.

Following the adoption of ECCTA's budget, the BOARD shall inform the legislative body of each party of the BOARD's determination of financial support required for the budget period and the computation of each party's share. No party shall be required to contribute any money from its general fund for any fiscal period until the governing board of that party shall have specifically approved the share allocated the party by the BOARD. When the share allocated to a particular party has been approved by the governing body of that party, the party shall be required to deposit its share allocated within thirty days of the beginning of the fiscal period established by the BOARD.

The legislative body of each party shall assign by resolution the portion of its Local Transportation Fund (TDA) or other fund allocation required to finance its share of the operating budget and capital expenditure budget. The assignment of Local Transportation Fund allocation shall be made in accordance with the claim procedures established by the Metropolitan Transportation Agency and other appropriate entities.

10. COMPLIANCE WITH FEDERAL STANDARDS. In the performance of its function, ECCTA shall comply with Title VI of the Civil Rights Act of 1964, as amended (Public Law 88-352), and all requirements imposed by the U.S. Department of Transportation. ECCTA's function shall be performed in accordance with Title VI of that Act to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under ECCTA operations.

11. TRANSPORTATION SERVICES TO BE PROVIDED. All transportation services provided by ECCTA shall be in substantial conformance with the regional transportation plan adopted by Metropolitan Transportation Commission.

Each party, by minute order or resolution of its governing body, may submit a request to ECCTA for transportation service changes within said party's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services. ECCTA may provide said transportation service changes provided they are in substantial conformance with the adopted regional transportation plan and compatible with the overall service being provided. The BOARD shall make a finding and report to the party of the disposition of each request.

This agreement shall in no way prohibit any party from providing its own transportation services or from contracting with ECCTA or with any other transportation operator to provide transportation services, except that such transportation services may not be funded with Transportation Development Act funds or other funds originally allocated to AUTHORITY by a party for the budget period.

ECCTA may provide service to points outside the corporate and jurisdictional limits of any of the parties with the prior approval of the entity having jurisdiction of the territory to be served.

The area encompassed by this agreement shall be the area shown on the exhibit marked Exhibit A, which is attached hereto and incorporated herein.

In the performance of its function, ECCTA shall utilize all available assistance programs and shall establish and maintain close liaison with other transit operators and with Federal, State, and regional advisory and regulatory agencies.

ECCTA shall strive to provide for the reasonable needs of the transportation dependent, the elderly, handicapped, and poor through special programs or the inauguration of innovative concepts.

ECCTA shall cooperate fully with BART, AC Transit, and other transit providers to the end that a mutually compatible and integrated transportation service is provided.

12. FUNDS, AUDIT, AND ACCOUNTING SERVICES. Pursuant to the requirements of Section 6505.5 of the Government Code, the Treasurer of Contra Costa County is designated to be the depository and to have custody of all ECCTA funds, from whatever source, and to perform the following functions:

- A. Receive and receipt for all money for the ECCTA and place it in the treasury of COUNTY to the credit of ECCTA;
- B. Be responsible upon his official bond for the safekeeping and disbursement of all ECCTA money so held by him;
- C. Pay any sums due from the ECCTA or its assigns from ECCTA, or any portion thereof, only upon warrants of the public officer performing the function of auditor or controller who shall be so designated pursuant to this agreement; and
- D. Verify and report, in writing, within 15 days following the first day of July, October, January, and April of each year to the ECCTA and to COUNTY, ANTIOCH, BRENTWOOD, and PITTSBURG the amount of money he holds for ECCTA, the amount of receipts since his last report, and the amount paid out since his last report.

Pursuant to the requirement of Section 6505.5 of the Government Code, the Auditor of COUNTY shall perform the functions of auditor/controller. He shall draw warrants to pay demands against the ECCTA when the demands have been approved by the ECCTA.

There shall be strict accountability of all funds and the Auditor of COUNTY will report to the ECCTA all receipts and disbursements. In addition, Auditor of COUNTY will either make, or contract for, an audit of the accounts and records at least annually, as prescribed by Section 6505 of the Government Code. In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. The books of account shall include records of assets, liabilities, and contributions made by each party.

13. PARTIES' LIABILITY. The debts, liabilities, and obligations of ECCTA shall not be the debts, liabilities, or obligations of the parties to this agreement or of any of them.

14. TERMINATION AND WITHDRAWAL OF PARTY. This agreement shall become effective on the day and date first above written and shall continue in force for an unspecified term. This agreement may be terminated by resolutions of intention to terminate the agreement adopted by a majority of the parties' governing bodies representing a majority of the population of the area encompassed by this agreement as determined by the 1975 Special Census, if such resolutions of intention are delivered to every party to this agreement at least six months previous to the end of the fiscal period established pursuant to paragraph 8 above.

A party may withdraw from this agreement by the adoption and delivery of a resolution of intention to withdraw to every other party to this agreement at least six months previous to the end of the fiscal period established pursuant to paragraph 8 above. Except as provided in this section, however, ECCTA assets represented by the accumulated capital contribution account of the withdrawing party shall remain, subject to ECCTA control, depreciation, and use without compensation until termination of this agreement and the distribution of ECCTA assets to all parties in the dissolution process.

15. DISSOLUTION. If the parties resolve to terminate this agreement, all property and equipment owned by ECCTA shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the accumulated capital contribution accounts as shown in the Controller's books of account. If the parties cannot agree as to the valuation of property or to the manner of its distribution, the distribution or valuation shall be made by a panel of three referees. One referee shall be appointed by the party or parties disputing the valuation, one referee shall be appointed by the party or parties supporting the valuation, and one referee shall be appointed by the two referees first appointed.

This agreement shall not terminate until all property has been distributed in accordance with this provision, and the dissolution and property distribution hereunder shall be effected in the manner calculated to cause the least disruption of existing public transportation service.

16. DISPOSITION OF SURPLUS FUNDS. Upon completion of the purpose of this agreement any surplus money on hand shall be returned to the parties in proportion to the contributions made.

17. ADDITIONAL PARTIES. Duly qualified parties may be added to this agreement upon such terms and conditions as may be imposed by the BOARD.

18. AMENDMENTS. This agreement may be amended by a written amendment unanimously approved by the parties, except that parties may be added in accordance with the provisions of this agreement.

19. SUCCESSORS. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

20. 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:

W. J. B. [Signature]
City Attorney

CITY OF ANTIOCH:

By *Vern L. Roberts*
Mayor

ATTEST:

By *Beverly L. DeFaria*
Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BRENTWOOD:

By *[Signature]*
Mayor

ATTEST:

By *[Signature]*
City Clerk

APPROVED AS TO FORM:

Alfred A. Affinito
City Attorney

CITY OF PITTSBURG

By *George H. Loney*
Mayor

ATTEST:

By *[Signature]*
City Clerk

APPROVED AS TO FORM:

JOHN B. CLAUSEN, COUNTY COUNSEL

By *Shawn Marchesi*
Deputy

CONTRA COSTA COUNTY

By *James P. Kony*
Chairman, Board of Supervisors

ATTEST: JAMES R. OLSSON, CLERK

By *[Signature]*
Deputy Clerk

**DRAFT BYLAWS
of the
EASTERN CONTRA COSTA TRANSIT AUTHORITY**

1. **Name, and Principal Offices.** Pursuant to the Restated Joint Exercise of Powers Agreement Establishing the Eastern Contra Costa Transit Authority dated _____, 1996 (JEPA), the City of Antioch, the City of Brentwood, the County of Contra Costa, and the City of Pittsburg (hereinafter "members"), have formed a joint powers agency, the Eastern Contra Costa Transit Authority (hereinafter "ECCTA"), under the California Joint Exercise of Powers Act, Government Code Sections 6500, et seq. The principal offices of ECCTA shall be located at 801 Wilbur Avenue, Antioch, California, or at such other locations as ECCTA shall from time to time designate.
2. **Purposes and Powers.** The general purpose of ECCTA shall be to provide, either directly or through contract, public transportation services within certain areas of the members. The purposes and powers of ECCTA are more fully set forth in the Joint Exercise of Powers Agreement (hereinafter "JEPA").
3. **Board of Directors.**
 - 3.01 **Number.** ECCTA shall be governed by a Board of Directors. The governing body of each member shall appoint two (2) regular representatives to the Board of Directors and one (1) alternate representative to act in a regular representative's absence. In the proceedings of the Board of Directors, each Director shall be entitled to one (1) vote.
 - 3.02 **Appointment and Term of Office.** Each Director and alternate shall be appointed to a two-year term of office. A Director or alternate may be an elected or other public official or a private person. If, during his/her term of office, a Director or

alternate resigns, dies, is replaced by the appointing member, or otherwise ceases to represent the appointing member, the appointing member shall appoint a new Director or alternate to serve the unexpired balance of such term of office.

Directors' and alternates' terms of office shall be staggered so that one-half of the terms expire each year. The terms of Directors and alternates appointed from a member listed under "Odd Year" shall expire on January 1 of odd-numbered years and the terms of Directors appointed from members listed under "Even Years" shall expire on January 1 of even-numbered years:

Odd Years

City of Pittsburg
County of Contra Costa
Member At Large

Even Years

City of Antioch
City of Brentwood

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.

3.03 Meetings.

3.03.01 Time. The Board of Directors shall regularly meet on the fourth Wednesday of each month at 4:00 PM or at such other dates and times as the Board of Directors shall from time to time designate. If a meeting will fall upon a holiday, or the day before or after a holiday, the Board of Directors shall, if possible, at its preceding regular meeting, reschedule the meeting to a convenient date and time.

3.03.02 Place. Board meetings shall take place at the principal offices of ECCTA or such other locations which are convenient to transit dependents and accessible to the elderly and handicapped as the Board of Directors shall from time to time designate.

- 3.03.03 Ralph M. Brown Act. All meetings of the Board of Directors shall comply with the requirements of the Ralph M. Brown Act, Government Code Sections 54950, et seq.
- 3.03.04 Rules of Order. The conduct and procedure of Board of Directors meetings shall comply with these Bylaws, and, to the extent not inconsistent with these Bylaws, Robert's Rules of Order.
- 3.03.05 Minutes. The Board of Directors shall keep or cause to be kept written minutes of its proceedings, except executive sessions.
- 3.03.06 Quorum. A quorum of the Board of Directors shall be a majority of the Directors and no action of the Board shall be passed but upon the affirmative vote of at least a majority of a quorum.
- 3.04 Per Diem. Directors shall serve without compensation. Directors may receive such per diem and travel expenses as the Board of Directors shall from time to time approve.
4. Officers.
- 4.01 Designation of Officers. ECCTA shall have two (2) officers, a Chair and a Vice-Chair.
- 4.02 Duties--Chair. The Chair shall preside at all meetings of the Board of Directors and shall decide matters of procedure. The Chair, or the Chair's designee, shall represent the Board in official matters, shall take such actions as designated by Board policy from time to time, and may act in the absence of Board policy in an emergency until an emergency meeting of the Board of Directors can be convened. The Chair shall appoint the members of committees created from time to time by the Board of Directors.

4.03 Duties--Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence of the Chair.

4.04 Term of Office. The Chair, and Vice-Chair shall serve one year term of office commencing on July 1 of each year. There shall be no limit on the number of terms that a Director may serve as Chair or Vice-Chair.

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

| <u>Term</u> | <u>Chair</u> | <u>Vice-Chair</u> |
|-------------|------------------|-------------------|
| 1996-97 | Antioch | County |
| 1997-98 | County | Brentwood |
| 1998-99 | Brentwood | Pittsburg |
| 1999-2000 | Pittsburg | Member-at-Large |
| 2000-2001 | Member -at-Large | Antioch |
| 2001-2002 | Antioch | County |
| 2002-2003 | County | Brentwood |
| 2003-2004 | Brentwood | Pittsburg |
| 2004-2005 | Pittsburg | Antioch |
| 2005-2006 | Antioch | County |
| 2006-2007 | County | Brentwood |
| 2007-2008 | Brentwood | Pittsburg |
| 2008-2009 | Pittsburg | Member-at-Large |

4.06 Vacancy in Office. A vacancy in any office will be filled by the other representative from the jurisdiction holding the office immediately prior to the vacancy for the unexpired term except that a vacancy left by the Member-at-Large will be filled by his/her replacement for the unexpired term.

4.06 Chair Pro Tem. In the absence of the Chair and Vice-Chair, the Board of Directors shall elect a Chair Pro Tem to fulfill the duties of the Chair.

5. Committees.

5.01 Standing and Special Committees. The Board of Directors shall establish standing and special committees as necessary.

5.02 Membership, Term, etc. The composition, term, and charge of committees shall be determined by the Board of Directors. The Chair shall appoint the members of committees subject to Board approval.

5.03 Procedures. Committees shall be governed by the procedures set forth in Section 3.03 of these Bylaws, except that the quorum for committees comprised of an even number of Directors shall be half of the membership of said committee.

6. Staff.

6.01 General Manager. The Board of Directors may appoint a General Manager who shall serve at the pleasure of the Board. The General Manager shall have charge of the affairs of ECCTA and shall implement and carry out the policies of the Board of Directors. The General Manager, or his/her designee, shall serve as clerk to the Board of Directors and shall be responsible to keep its minutes, resolutions, and official papers.

6.02 Staff. Subject to budgetary controls by the Board of Directors the General manager may appoint staff or make such other arrangements as he/she deems advisable to meet ECCTA's administrative requirements.

6.03 Legal Services. The Board of Directors may, in its discretion, appoint a Legal Counsel or make other provision for legal services. For the purposes of the Ralph M. Brown Act and the Public Records Act and any other enactment affecting ECCTA which may affect the confidentiality of communications between the

ECCTA, the Board of Directors or the ECCTA staff and Legal Counsel, ECCTA's Legal Counsel is hereby deemed to be the equivalent of a City Attorney or County Counsel.

- 6.04 Auditor/Treasurer. Pursuant to Government Code Section 6505.6, the Treasurer of ECCTA shall be the employee of ECCTA as designated by the Board of Directors. The Auditor of ECCTA shall be a certified public accountant or firm of certified public accountants retained by ECCTA for such purpose. The Treasurer and Auditor shall comply with all legal requirements, including, but not limited to, Government Code Sections 6505, 6505.1 and 6505.5.

7. Budgetary Process

- 7.01 Fiscal Year. The fiscal year for ECCTA is July 1 to June 30.

- 7.02 Budget. For each fiscal year, the Board of Directors shall adopt a comprehensive budget for ECCTA which shall be consistent with funding availability, including anticipated revenues from operations, reasonably anticipated financial assistance, and contributions from members.

- 7.03 Funding.

- 7.03.01 Financial Assistance. The JEPA provides that ECCTA may directly claim on behalf of members such local, regional, State, Federal, or other financial assistance as is available to members for public transportation services. Such financial assistance shall be actively sought.

- 7.03.02 Contributions from Members. ECCTA may request that members contribute to ECCTA from their general funds, or other funds controlled by a member, as is

necessary to support ECCTA's budget. The amount requested from members shall be equitably pro-rated among them on the basis of:

- (a) the costs (direct and indirect) associated with providing service in each jurisdiction;
- (b) the special costs, whether capital, operating, direct, or indirect, associated with providing any increased services requested by a member; and,
- (c) such other factors as the Board of Directors determines to be relevant.

No member shall be required to contribute from its general fund or other locally-controlled funds to support ECCTA, except upon the approval of such member's governing body. If a member fails to contribute as requested, ECCTA may equitably reduce the public transportation services provided in such jurisdiction as necessary to compensate for the budgetary shortfall occasioned by such failure to contribute; provided that, the reduction shall be made on the basis of the factors set forth above.

- 8. **Amendment.** These Bylaws may be amended upon the majority vote of the Board of Directors.
- 9. **Severability.** Should any part, term, portion, or provision of these Bylaws 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 of these Bylaws shall be deemed severable and shall not be affected thereby.
- 10. **Successors.** These Bylaws shall be binding upon and inure to the benefit of any successors or assigns of the members.