

JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING  
WESTERN CONTRA COSTA COUNTY TRANSIT AUTHORITY  
(Contra Costa County, Pinole, and Hercules)

1. PARTIES AND DATE. Effective on August 3, 1977, and pursuant to Government Code Section 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 PINOLE, and the CITY OF HERCULES, all situated in Contra Costa County, California, and herein collectively referred to as "Cities", as individual public entities mutually promise and agree as herein-after set forth.

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

COUNTY and CITIES now desire to provide for the development and implementation of public transportation services in WESTERN 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 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 to 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 Western Contra Costa County Transit Authority, hereinafter referred to as "WCCCTA" or "AUTHORITY," a separate and distinct public entity, has the authority to exercise the common power provided for in this agreement and to administer or otherwise execute this agreement.

5. BOARD. WCCCTA shall be governed by a Board of Directors, hereinafter referred to as "Board", comprised of seven members, with the governing body of each party to this agreement appointing members as follow:

County, three members;

Pinole, two members, at least one of whom shall be an elected official; and

Hercules, two members, at least one of whom shall be an elected official.

Members selected will serve terms set forth by 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 meeting.

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. WCCCTA shall have the common power of the parties to own, operate, and/or maintain a public transit system and, in the exercise of the power under this agreement,



WCCCTA is authorized in its own name to:

- (a) Employ agents and employees and contract for professional services;
- (b) Make and enter into contracts of 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. WCCCTA 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 WCCCTA 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. WCCCTA shall be held strictly accountable for all funds received, held, and disbursed by it.

7. TRANSIT MANAGER. The Transit Manager shall be selected by, and shall serve at the pleasure of or 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 WCCCTA and to be responsible to the BOARD for proper administration of all affairs of WCCCTA.
- (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, and 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 operation funds sufficient to sustain WCCCTA 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 to 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 WCCCTA 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 WCCCTA 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 WCCCTA.

Following the adoption of WCCCTA's budget, the BOARD shall inform the legislature 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, WCCCTA 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. WCCCTA'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 WCCCTA operations.

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

Each party, by resolution of its governing body, may submit a request to WCCCTA for transportation service changes within said party's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services. WCCCTA 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 WCCCTA 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.

WCCCTA may provide service to points outside the corporate and jurisdictional limits of any of the parties.

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

In the performance of its function, WCCCTA 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.

WCCCTA 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.

WCCCTA 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 Treasure of Contra Costa County is designated to be the depository and to have custody of all WCCCTA funds, from whatever source, and to perform the following functions:

- (a) Receive and receipt for all money for the WCCCTA and place it in the Treasury of COUNTY to the credit of WCCCTA;
- (b) Be responsible upon his official bond for the safekeeping and disbursement of all WCCCTA money so held by him;
- (c) Pay any sums due from the WCCCTA or its assigns from WCCCTA, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who shall be so designated pursuant to this agreement; and
- (d) Verify and report, in writing, within 13 days following the first day of July, October, January, and April of each year to the WCCCTA and to COUNTY, PINOLE, and HERCULES the amount of money he holds for WCCCTA, 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 WCCCTA when the demands have been approved by the WCCCTA.

There shall be strict accountability of all funds and the Auditor of COUNTY will report to the WCCCTA 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 WCCCTA shall not be the debts, liabilities, or obligations of the parties to this agreement or of any of them.

14. TERM OF AGREEMENT. This agreement shall become effective on the day and date first above written and shall continue in force for a period of two (2) years thereafter.

15. EXTENSION OF AGREEMENT. By mutual consent of all parties to this agreement, said agreement may be extended for additional periods of time upon terms and conditions as may be mutually agreed upon.

16. DISPOSITION OF PROPERTY, EQUIPMENT AND SURPLUS FUNDS. In the event this agreement is not extended beyond said two (2) year term, or if it is so extended, at the end of the period of such extension(s), all property, equipment and surplus funds shall be distributed to the parties in the same proportion as the contributions made by the respective parties. If the parties cannot agree as to valuation of property or the amount of the respective distributions, the valuation or distribution shall be made by a panel of three referees. One referee shall be appointed by the party or parties disputing the valuation or distribution, one referee shall be appointed by the party or parties supporting the valuation or distribution, and one referee shall be appointed by the two referees first appointed.

17. AMENDMENTS. This agreement may be amended by a written amendment unanimously approved by the parties.

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

19. 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 the parties intended to enter into in the first instance.