

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

JOINT EXERCISE OF POWERS AGREEMENT

This restatement and amendment of the West Contra Costa Transportation Advisory Committee (WCCTAC) Joint Exercise of Powers Agreement (Agreement) is entered into on this 28th day of January, 2003, by and between the City of El Cerrito, a municipal corporation; the City of Hercules, a municipal corporation; the City of Pinole, a municipal corporation; the City of Richmond, a municipal corporation and charter city; the City of San Pablo, a municipal corporation; the County of Contra Costa, a political subdivision of the State of California; the Alameda-Contra Costa Transit District (AAC Transit@), a transit district organized and existing pursuant to the provisions of the California Public Utilities Code; the San Francisco Bay Area Rapid Transit District (BART), a transit district organized and existing pursuant to the provisions of California Public Utilities Code; and the Western Contra Costa County Transit Authority (WestCAT), a joint exercise of powers authority operating pursuant to Government Code Section 6500, et. seq.; and restates in full those provisions of the original Agreement, except as amended herein.

WITNESSETH:

WHEREAS, in November 1988, the voters of Contra Costa County approved Measure "C" which established and funded a transportation agenda for Contra Costa County; and

WHEREAS, in response to the adoption of Measure "C", the Parties to this Agreement decided to formalize the previously existing West Contra Costa Transportation Advisory Committee as a legal entity created to address transportation issues; and

WHEREAS, each of the public Agencies which are a party to this Agreement, hereafter referred to collectively as the "Parties", has the power to address transportation issues; and

WHEREAS, each of the Parties to this Agreement believes that a combination of their separate powers and abilities may enable them to more effectively respond to Measure "C" and to address transportation issues; and

WHEREAS, each of the Parties to this Agreement propose by this Agreement to exercise their respective powers jointly for

the purpose of responding to the passage of Measure "C" and addressing existing and future transportation issues; and

WHEREAS, California Government Code Section 6500, et seq. provides that two or more public Agencies by Agreement may jointly exercise any power that any one of the Agencies could exercise separately; and

WHEREAS, the Parties to this Agreement are desirous of conferring upon a separate legal entity the necessary powers with regard to responding to Measure "C" and for addressing transportation issues for the benefit of each and all of the Parties.

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT DO AGREE AS FOLLOWS:

1. OBJECTIVE AND COMMISSION

The objective of this Joint Exercise of Powers Agreement is to create a city, county, transit district transportation advisory committee which shall protect and advance the interests of West Contra Costa County communities with regard to transportation issues in general and the utilization of Measure "C" funds in particular. More specifically, the committee created by this Agreement is commissioned to:

- (A) Assist member Agencies with a coordinated and cooperative implementation of the West Contra Costa Action Plan Update 2000;
- (B) Participate in the development and implementation of the Countywide Comprehensive Transportation Plan;
- (C) Initiate "area specific" and/or "project specific" transportation studies/plans where appropriate;
- (D) Assist member Agencies with Congestion Management Program compliance requirements;
- (E) Develop regional strategies and meet regional requirements established by Measure "C";

- (F) Cooperatively address transportation issues, beyond Measure "C" requirements, when said issues affect West Contra Costa County interests;
- (G) Assess the transportation needs of the West Contra Costa County area;
- (H) Consider the development of expanded West Contra Costa County transit services and Transportation Systems Management (TSM) programs;
- (I) Advise the Parties on transportation issues;
- (J) Coordinate the actions and responses of the Parties with regard to transportation issues;
- (K) Formulate transportation policy statements;
- (L) Sponsor educational forums, workshops, TSM Coordinator-training; and discussions on transportation matters;
- (M) Develop and administer a West Contra Costa Regional TSM program to encourage use of alternatives to single occupant commute travel;
- (N) Gather information necessary to carry out the foregoing purposes;
- (O) Oversee the Subregional Transportation Migration Program (STMP); and
- (P) Manage the Richmond Intermodal Station project.

2. DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

- (A) "Agency" shall mean each city, transit district, county or joint exercise of powers authority which is a signatory to this Agreement.
- (B) "Board" shall mean the board constituted herein pursuant to this Agreement to administer and execute this Agreement.
- (C) "Congestion Management Program" shall mean the State mandated program which establishes performance

standards and requirements for the transportation system, creates a process to analyze the impact of land use changes on regional transportation, and creates a capital improvement program to maintain the regional transportation system.

- (D) "Countywide Comprehensive Transportation Plan (CCTP)" shall mean a countywide plan required under Measure "C". The CCTP is created from the five regional transportation planning committee action plans and is updated every two years.
- (E) "Subregional Transportation Mitigation Program" or "STMP" shall refer to the program under which developer fees are imposed on properties located in the West Contra Costa County area for use in funding transportation mitigation projects.
- (F) "Transportation Systems Management" or "TSM" shall mean any combination of measures that are designed to provide information, assistance, and incentives to employees and residents to encourage use of alternatives to single occupant commute travel.
- (G) "TSM Ordinance" shall mean the Transportation Systems Management ordinance(s) adopted by West Contra Costa cities and Contra Costa County setting forth the purpose, goal, objectives, requirements, and responsibilities of the West Contra Costa Regional TSM Program.
- (H) "West Contra Costa Action Plan Update 2000" shall mean the regional transportation plan update for West County adopted July 2000, required by Measure C, and intended to create a framework for member agencies to jointly and cooperatively address regional transportation issues.
- (I) "West Contra Costa Regional TSM Program" shall mean a Transportation Systems Management Program managed by the WCCTAC staff on behalf of the member cities with the purpose of reducing vehicle trips and increasing ridesharing and transit usage.
- (J) "West Contra Costa Transportation Advisory Committee" also referred to as "WCCTAC" shall mean the public and separate entity created by this Agreement

(K) "West Contra Costa Transportation Advisory Committee-Technical Advisory Committee" also referred to as "WCCTAC-TAC" shall mean the technical advisory committee to the West Contra Costa Transportation Advisory Committee.

3. HEADINGS

All headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.

4. EFFECTIVE DATE

This restatement and amendment of the WCCTAC Joint Exercise of Powers Agreement shall become effective upon the receipt by the WCCTAC Managing Director of properly executed copies of the Agreement from not less than two-thirds of all member Agencies of WCCTAC.

5. CREATION OF WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

WCCTAC was formally created as a "Joint Powers Agency" in 1990 pursuant to California Government Code Section 6500, et seq. Through this Agreement it is hereby confirmed that the West Contra Costa Transportation Advisory Committee (hereinafter referred to as "WCCTAC") shall exercise in the manner hereinafter set forth the powers common to each of the member Agencies until this Agreement is amended or terminated. WCCTAC shall be a public entity separate from the member Agencies. No debt, liability, or obligation of the WCCTAC shall constitute a debt, liability, or obligation of any member Agency. Each Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as the parties hereto may agree to and direct in accordance with this Agreement.

6. POWERS

The powers of the WCCTAC shall include and be limited to the following:

- (A) to annually adopt a work program along with a budget setting forth all operational expenses for WCCTAC, together with an apportionment of expenses allocated to each Agency. The work program and budget of the WCCTAC shall be prepared by April 1 and shall be submitted for review to each member Agency prior to its adoption on or about July 1. Each member Agency shall provide comments to WCCTAC staff concerning the WCCTAC work program and budget by June 1.
- (B) to make and enter into contracts;
- (C) to apply for and accept grants, advances, and contributions;
- (D) to employ or contract for the services of agents, consultants, engineers, attorneys, and such other persons or firms as it deems necessary to carry out the objectives of this Agreement;
- (E) to conduct studies;
- (F) to develop and administer the West Contra Costa Regional TSM program;
- (G) to periodically review transportation plans and TSM programs and ordinances, and recommend changes thereto; and
- (H) to incur debts, liabilities, or obligations, subject to limitations herein set forth.

7. BOUNDARIES

The boundaries of WCCTAC shall be the boundaries as shown in Appendix A which is attached hereto and incorporated herein by this reference.

8. OVERALL ORGANIZATION

The WCCTAC Board shall provide overall policy direction for the coordinated implementation of the West Contra Costa Action Plan Update 2000 and decision making for general WCCTAC operations including implementation of the West Contra Costa Regional TSM Program. The WCCTAC-TAC shall provide administrative guidance and technical review to the Board. Staff or consultants hired by WCCTAC shall report

directly to the WCCTAC Managing Director with consultation from the WCCTAC-TAC.

9. WCCTAC ORGANIZATION

(A) WCCTAC Board

WCCTAC shall be governed by the WCCTAC Board which shall exercise all powers and authority on behalf of WCCTAC. The Board is empowered to establish its own procedures. The Board may do any and all things necessary to carry out the purposes of this Agreement.

(1) Members

- (a) The Board shall consist of eleven members which shall be allocated in the following manner:
 - (i) Three members shall be appointed by the governing body of the City of Richmond;
 - (ii) The governing bodies of the cities of El Cerrito, Hercules, Pinole and San Pablo shall each appoint one member;
 - (iii) The governing body of the County of Contra Costa shall appoint one member;
 - (iv) The governing bodies of AC Transit and BART shall each appoint one member; and
 - (v) The governing body of WestCAT shall appoint one member provided that the WestCAT member (and said member's alternate) shall not be a representative (either elected or non-elected) from either the City of Hercules or the City of Pinole.
- (b) Upon execution of this Agreement, the governing body of each Agency shall appoint the appropriate number of its members to

serve as members of the Board and an appropriate number of its members to serve as alternate member(s) of the Board to serve in the absence of its regular appointees. Each member and alternate shall hold office from the first meeting of the Board after appointment until a successor is selected. Each member and alternate shall serve at the pleasure of the governing body or bodies of the appointing Agency or Agencies. In the case of members or alternates who are elected officials, if a member or alternate ceases to be an elected official of the member Agency, he or she shall then be ineligible to serve on the WCCTAC Board, and the appointing Agency shall appoint a successor prior to the next Board meeting. Likewise, if a non-elected member or alternate is replaced, said member or alternate shall be ineligible to serve on the WCCTAC Board, and the appointing Agency shall appoint a successor prior to the next Board meeting. Each member and alternate shall serve without compensation.

(2) Officers

The WCCTAC Board members shall select from the WCCTAC Board a Chair and Vice Chair who shall hold office for a period of one year, commencing February 1; provided however, that in the event that a member Agency removes from the Board a member serving as an officer, the Board shall appoint a member from the newly constituted Board to fill the vacant office for the remainder of that year.

- (a) Chair. The Chair shall preside at the meetings of the Board; call meetings to order; adjourn meetings; announce the business and the order it is to be acted upon; recognize persons entitled to the floor; put to vote all questions, moved and seconded; announce result of votes; maintain the rules of order; execute documents and official actions on behalf of the Board when duly approved; and carry out other duties set forth in the by-laws.

- (b) Vice Chair. The Vice Chair shall serve as Chair in the absence of the regularly elected Chair.
- (c) Secretary. The WCCTAC Managing Director shall serve as the Secretary and shall prepare, distribute, and maintain minutes of meetings of the WCCTAC Board, the WCCTAC-TAC and any committees of the WCCTAC (or shall contract for such services). The Secretary shall also maintain the official records of the WCCTAC and shall file notices as required by Paragraph 20 of this Agreement.
- (d) Treasurer. WCCTAC shall employ or contract for the services of a Treasurer who shall:
 - (i) Report to the WCCTAC Managing Director;
 - (ii) Receive and provide for the receipt of all funds of the WCCTAC and place them in the treasury to the credit and for the account of the WCCTAC;
 - (iii) Be responsible, upon an official bond, for the safekeeping and disbursement of all funds of the WCCTAC;
 - (iv) Pay, when due, out of funds of the WCCTAC, all sums payable on outstanding Revenue Bonds and other indebtedness of the WCCTAC;
 - (v) Pay any other sum duly authorized for payment from funds of the WCCTAC;
 - (vi) Verify and report, in writing, on the first day of July, October, January, and April of each year to the Board and each member, as of the end of the preceding month, the amount of funds held for the WCCTAC, the amount of receipts since the last report and the

amount paid out since the last report; and

- (vii) Invest WCCTAC's funds in the manner provided by law and collect interest thereon for the account of the WCCTAC.

(3) Vote

(a) Authorized Voting Members

Each member or designated alternate shall be authorized to vote.

(b) WCCTAC Business

For purposes of decisions related to the regular business of the WCCTAC, including policy decisions, preparation of budgets and expenditures of funds, the City of Richmond shall have three votes; the cities of El Cerrito, Hercules, Pinole and San Pablo shall have one vote apiece; the County of Contra Costa shall have one vote; AC Transit and BART shall have one vote apiece; and WestCAT shall have one vote. A majority vote of six shall be required for the adoption of any course of action related to the regular business of the WCCTAC.

(c) Appointment of Representatives to the Contra Costa Transportation Authority

Decisions related to determining WCCTAC appointments to the Contra Costa Transportation Authority shall be made only by the participating City and County jurisdictions. In these cases, participating cities and the County shall each have one vote. A majority vote of four shall be required for any WCCTAC decision related to appointment of representatives to the Contra Costa Transportation Authority.

(4) Meetings of the Board

(a) Regular Meetings

The Board shall meet at least ten times per year. The date, hour and place at which each such regular meeting is held shall be determined by a majority vote by the Board.

(b) Special Meetings

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

(c) Notice of Meetings

All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act, being California Government Code Sections 54950, et seq., and other applicable laws of the State of California requiring notice of meetings of public bodies to be given.

(d) Minutes

The Board shall cause minutes of all meetings to be kept and shall include the minutes in the next agenda packet.

(e) Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business.

(5) Bylaws

The Board shall adopt from time to time such bylaws, rules or regulations for the conduct of its affairs as may be required.

(B) WCCTAC STAFF

(1) Composition

The WCCTAC shall have a staff consisting of a Managing Director who shall serve as the primary

staff person, a Transportation Project Specialist and clerical support. In addition, independent consultants and/or interns may be engaged on a continuing or short-term basis, as needed. The Managing Director shall report to the WCCTAC Chair.

(2) Additional Staff

Additional staff may be added with Board approval within the constraints of the then current fiscal year budget.

(C) WCCTAC-TAC ORGANIZATION

(1) Composition

The WCCTAC shall have a technical advisory committee which shall be known as the WCCTAC-TAC and which shall be composed of the City Managers of the participating cities or said City Managers' designees; the District Managers of the participating transit authorities or said District Manager's designees; and the County Administrator for Contra Costa County or said County Administrator's designee.

(2) Duties

The WCCTAC-TAC shall study and discuss issues pertaining to WCCTAC and shall make recommendations to the WCCTAC concerning those issues. However, the role of the WCCTAC-TAC in making recommendations to the WCCTAC shall not be deemed to preclude the WCCTAC from considering recommendations from other bodies and concerned individuals.

(3) Officers

The WCCTAC-TAC shall be chaired by the WCCTAC Managing Director.

10. SUPPORT SERVICES

Each of the Agencies shall strive to provide the necessary support to the Board as may be necessary for the Board to fulfill its duties.

11. RESTRICTIONS UPON EXERCISE OF POWER OF BOARD

This Agreement is entered into under the provisions of Title 1, Division 7, Chapter 5, Article I, Section 6500, et seq., of the California Government Code, concerning joint powers Agreements. The powers to be exercised hereunder shall be subject to the restrictions upon the manner of exercising the power of the City of San Pablo.

12. FUNDS, AUDIT AND ACCOUNTING SERVICES

Pursuant to the requirements of Section 6505.5 of the Government Code, the Finance Division Manager of the City of San Pablo is designated to be the depository and to have custody of all WCCTAC funds from whatever source, and to perform the following functions, unless the WCCTAC Board determines otherwise. Fiscal responsibilities shall include the following:

- (A) Receive and receipt for all money for WCCTAC for the credit of the Board;
- (B) Be responsible upon official bond for the safekeeping and disbursement of all Board money so held;
- (C) Pay any sums due from the Board from Board money, or any portion thereof, only upon warrants of the WCCTAC Managing Director. There shall be a limit of \$10,000 on the amount of warrants which can be issued without Board approval.
- (D) The Finance Division Manager of the City of San Pablo shall be considered the Treasurer of WCCTAC funds unless otherwise determined by the WCCTAC Board. The Treasurer of WCCTAC funds shall have custody of all WCCTAC funds and shall verify and report in writing on the first day of October, January, and April of each year; and within ninety (90) days after the close of the fiscal year ended June 30th, to the Board and to the participating Agencies to this Agreement, the amount of money the Treasurer holds for the Board, the amount of receipts, and the amount paid out since the last report to the Board. The audit of funds shall be conducted annually in compliance with Section 6505 of the Government Code by an independent certified public accountant qualified to perform on behalf of joint power authorities. There shall be strict accountability of all funds and reporting to the Board

of all receipts and disbursements. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for municipalities or counties and the audit shall conform to generally accepted auditing standards.

- (E) The Managing Director and the Treasurer are hereby designated as the persons who have charge of and access to the property of WCCTAC. Each such person shall file with the Board an official bond in an amount to be fixed by the Board. The costs of the bonds shall be paid by WCCTAC.

13. OBLIGATIONS OF THE AGENCIES

Each Agency shall:

- (A) Be liable to the WCCTAC for, upon demand, its proportionate share of expenses based upon the budget adopted by the WCCTAC and member Agencies. Invoices shall be prepared by the WCCTAC Managing Director. The proportionate share of each Agency shall be determined according to the following formula:

City of Richmond	27.2%
City of El Cerrito	9.1%
City of Hercules	9.1%
City of Pinole	9.1%
City of San Pablo	9.1%
County of Contra Costa	9.1%
San Francisco Bay Area	
Rapid Transit District	9.1%
Alameda-Contra Costa	
Transit District	9.1%
WestCAT	9.1%

- (B) The WCCTAC will recommend a budget to member Agencies each Fiscal Year and, based upon the formula set forth in Paragraph (A) above, WCCTAC shall annually determine the amount of each member Agency's annual proportionate share.
- (C) Commencing on July 1, 1994, and continuing with each July 1 thereafter, the WCCTAC shall approve a budget which reflects the annual costs and the proportionate share of required funding to be provided by each member Agency.

(D) WCCTAC members shall be invoiced annually on or about July 1 for the next fiscal year and their share shall be payable immediately.

14. NON-DISCRIMINATION STATEMENT

WCCTAC promotes equal opportunities in the work place. WCCTAC is an equal opportunity employer and does not discriminate based on an applicant's, employee's, intern's or contractor's race, color, religion, sex, sexual orientation, national origin, citizenship, age, physical or mental disabilities, or any other characteristic protected by state or federal law.

15. DISPOSITION OF WCCTAC FUNDS UPON TERMINATION

WCCTAC funds, including any interest earned on deposits, remaining upon termination of this Agreement after payment of all obligations, shall be returned in proportion to the contribution made by each Agency during the term of this Agreement. Decisions of the Board shall be final in this regard.

16. WITHDRAWAL

Any Agency upon sixty (60) days' written notice given to the Chair of WCCTAC may withdraw from this Agreement; provided, however, that the withdrawing Agency shall be liable for its proportionate share of any expenses incurred, up to the date that the termination becomes effective, which exceeds the withdrawing Agency's contribution under Paragraph 13; and provided further, that in no event shall a withdrawing Agency be entitled to a refund of all or any part of its contribution made under Paragraph 13.

17. TERMINATION

- (A) This Agreement shall remain in effect indefinitely unless amended or terminated as provided hereunder.
- (B) This Agreement may be terminated by the affirmative vote of the governing bodies of not less than two-thirds of all member Agencies.

18. AMENDMENTS

This Agreement may be amended by the following process:

- (A) The WCCTAC Board shall first consider any and all amendments to this Agreement. A majority vote of the WCCTAC Board shall be required before any recommended amendment to this Agreement is forwarded to the member Agencies for consideration and adoption.
- (B) This Agreement may be amended by an affirmative vote of the governing bodies of not less than two-thirds of all member Agencies.
- (C) Any amendment that is approved shall not become effective until the WCCTAC Managing Director receives properly executed copies of the Agreement from not less than two-thirds of all member Agencies of WCCTAC.

19. NOTICES

All notices to Agencies shall be deemed to have been given when mailed to the governing body of each Agency. Notices to WCCTAC shall be sent to the WCCTAC Board at:

WCCTAC
13831 San Pablo Avenue
San Pablo, CA 94806

20. FILINGS WITH THE SECRETARY OF STATE

Within 30 days of the effective date of this Agreement, the Chair of WCCTAC shall file with the Office of the California Secretary of State a Notice of a Joint Powers Agreement for WCCTAC pursuant to California Government Code Sections 6505.3 and 6505.7, and a Statement of Facts - Roster of Public Agencies Filing pursuant to California Government Code Section 53051.

IN WITNESS WHEREOF, these signatures attest the parties' Agreement to the provisions of this Joint Exercise of Powers Agreement.

CITY OF EL CERRITO

Executed on December 16,, 2002, at El Cerrito,
California.

Mark Freedman
Mayor

[Signature]
City Manager

Attest:

Linda M. Giddings
City Clerk

Approved as to form:

City Attorney

CITY OF EL CERRITO

DEC 16 2002

Executed on December 16, 2002, at El Cerrito, California.

Mayor

[Signature]
City Manager

Attest:

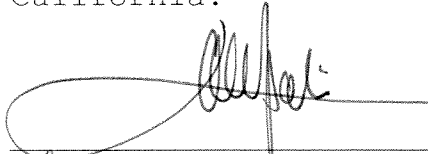
[Signature]
City Clerk

Approved as to form:

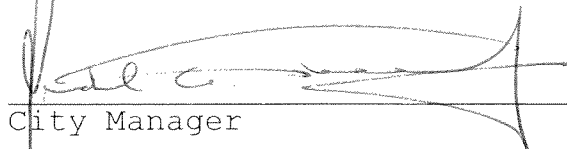
[Signature]
City Attorney

CITY OF HERCULES

Executed on December 11, 2002, at Hercules,
California.

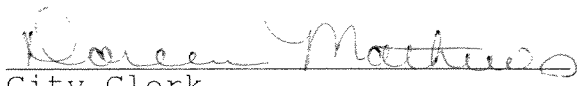


Mayor



City Manager

Attest:



City Clerk

Approved as to form:



City Attorney

CITY OF PINOLE

Executed on December 16, 2002, at City of Pinole,
California.

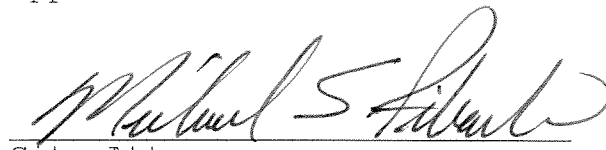

Mayor


City Manager

Attest:


City Clerk

Approved as to form:



City Attorney

CITY OF RICHMOND

Executed on November 26, 2002, at Richmond,
California.



Mayor




City Manager

Attest:



City Clerk

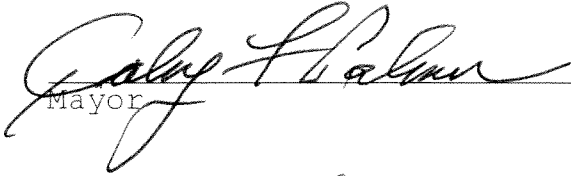
Approved as to form:




City Attorney

CITY OF SAN PABLO

Executed on December 16, 2002, at San Pablo,
California.



Mayor



City Manager

Attest:



City Clerk

Approved as to form:



City Attorney

COUNTY OF CONTRA COSTA

Executed on January 21, 2003, at Martinez,
California.

Mark D. S. L.

Chair, Board of Supervisors

Attest:

John Sweeten
Clerk of the Board of Supervisors
and County Administrator

By Gina Martin
Deputy Clerk

Approved as to form:

Silvano B. Marchesi
County Counsel

By Walter F. Schmidt
Deputy County Counsel

ALAMEDA-CONTRA COSTA TRANSIT DISTRICT

Executed on December 6, 2002, at Oakland,
California.


Board Chair ~~Chair~~ President


District Manager

Attest:


Clerk of the Board

Approved as to form:


Legal Counsel

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

Executed on December 19, 2002, at Oakland,
California.



Board Chair

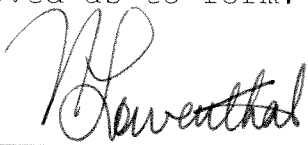


District Manager

Attest:

Clerk of the Board


Approved as to form:




Legal Counsel

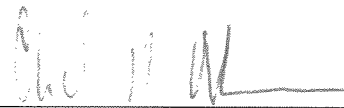
WESTERN CONTRA COSTA COUNTY TRANSIT AUTHORITY

Executed on DECEMBER 15, 2002, at PINOLE, CA,
California.


Board Chair


General Manager

Attest:


Clerk of the Board

Approved as to form:


Legal Counsel

