

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

1. **Background.** Effective _____, June 1, 2018, and pursuant to Government Code §§ 6500, et seq. (Act), the County of Contra Costa (County), the Cities of Antioch (Antioch), Brentwood (Brentwood), Oakley (Oakley), and Pittsburg (Pittsburg) (~~Pittsburg~~), ~~and the City of Oakley~~ (collectively referred to as “Cities”) mutually agree to replace the “Restated Joint Powers Agreement Establishing the Eastern Contra Costa Transit Authority” dated May 21, 1996, and the “First Amendment to the Restated JPA” dated April 5, 2000, with this, “Restated Joint 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;

j. To raise revenue, to levy and collect taxes, fees and charges, and to issue bonds, notes, warrants, and other evidence of indebtedness to finance costs and expenses incidental to the purpose of ECCTA;

i.k. To insure itself and the parties from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement; and

j.l. 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~~The ~~City members shall each appoint one regular representative to the Board of Directors. The two elected members of the County's Board of Supervisors whose districts cover ECCTA's service area shall serve on the ECCTA Board of Directors. Each party shall each appoint an alternate representative for each board member. party shall appoint two (2) Directors to the Board.~~ By majority vote of t~~The Board, it shall select an at-large Director, and, at the Board's option, one alternate. 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.

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

CITY OF ANTIOCH

City Attorney

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

CITY OF BRENTWOOD

City Attorney

By: _____
Mayor

ATTEST:

By: _____
Deputy City Clerk

APPROVED AS TO FORM

CITY OF OAKLEY

By: _____
City Attorney Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

CITY OF PITTSBURG

By: _____
City Attorney Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM

CONTRA COSTA COUNTY:

By: _____
Asst. County Counsel Chairman
Board of Supervisors

ATTEST:

By: _____