

**JOINT EXERCISE OF POWERS AGREEMENT OF THE
EL DORADO COUNTY TRANSIT AUTHORITY**

1. **PARTIES AND DATE.** This Joint Exercise of Powers Agreement of the El Dorado County Transit Authority is entered into by and between the City of Placerville and the County of El Dorado and shall be effective by last agency adoption, 2007.
- 1.1 **WHEREAS,** the City of Placerville and the County of El Dorado entered into a Joint Powers Agreement dated November 4, 1993 to provide transit services on the western slope of El Dorado County; and
- 1.2 **WHEREAS,** the November 4, 1993 Agreement was amended on May 22, 2001; and
- 1.3 **WHEREAS,** The El Dorado County Transit Authority has been successfully operating and providing transit services to the western slope of El Dorado County since its inception; and
- 1.4 **WHEREAS,** the parties desire to continue to provide for the development and implementation of public transportation services on the western slope of El Dorado County through the services of the El Dorado County Transit Authority; and
- 1.5 **WHEREAS,** the November 4, 1993 Joint Powers Agreement contains several provisions related to the initial establishment of the El Dorado County Transit Authority that are no longer relevant and it is appropriate to revise the Agreement to reflect current operations and practices; and
- 1.6 **WHEREAS,** the State of California Transportation Development Act, as enacted by Chapter 1400, Statutes 1971, as revised by Chapter 140 of the Statutes of 1972, and Chapters 740 and 873 of the Statutes of 1973, and the Federal Transit Administration Act of 1964 as amended, and the Federal Highway Act of 1973, make available financial assistance for transit capital and operating expenses; and
- 1.7 **WHEREAS,** the purpose of this Agreement is to enable the Parties to continue to provide coordinated public transit service to their citizens and to respond to Federal, State and local mandates affecting transportation on the western slope of El Dorado County; and

1.8 WHEREAS, this Agreement provides for the ability to include additional members within the Transit Authority.

2. RULES OF CONSTRUCTION.

2.1 The present tense includes the past or future tense; and the future includes the present tense.

2.2 The singular includes the plural and the plural includes the singular.

2.3 Shall is mandatory and may is permissive.

3. DEFINITIONS

3.1 "Authority" means the El Dorado County Transit Authority created under the November 4, 1993 Joint Powers Agreement and that continues to operate under this Agreement.

3.2 "Board" means the governing body of the El Dorado County Transit Authority.

3.3 "Executive Director" means the person appointed by the Board to be its Secretary and Chief Administration Officer of the El Dorado County Transit Authority.

3.4 "New Member Agency" means any public agency, other than an original signatory to this Agreement, which joins the El Dorado County Transit Authority.

3.5 "Member" means a member of the Board and includes an alternate member.

3.6 "Member Agency" means any of the public agencies which are a party to this Agreement. Each member Agency may also be referred to as "Party".

3.7 "FTA" means the Federal Transit Administration

3.8 "EDCTA" means the El Dorado County Transit Authority.

3.9 "TDA" means the Transportation Development Act, as amended.

3.10 "EDCTC" means the El Dorado County Transportation Commission.

4. **ESTABLISHMENT OF AUTHORITY.** Pursuant to Section 6500 of the Government Code, the El Dorado County Transit Authority, hereinafter referred to as "EDCTA" or "AUTHORITY," originally formed under the November 4, 1993 Joint Exercise of Powers Agreement, shall continue to operate as a separate and distinct public entity, having the authority to exercise the common power provided for in this Joint Exercise of Powers Agreement and to administer or otherwise execute this Agreement.

5. **BOARD**

5.1 EDCTA shall be governed by a Board of Directors, hereinafter referred to as "Board", comprised of five (5) members, with three members appointed by the Board of Supervisors of County of El Dorado and two (2) members appointed by the City Council of the City of Placerville, to serve at the pleasure of each appointing governing body. Each such member shall also appoint an alternate to serve on the Board in the absence of that governing body's regular board member.

5.2 Membership to the Board shall be limited to those jurisdictions which are eligible to receive TDA funds from the Regional Transportation Planning Agency.

5.3 At any meeting, the Board may consider such matters as it deems proper for carrying out the purposes of this Agreement, provided that the Board complies with the requirements of the Brown Act.

6. **BYLAWS, POLICY & PROCEDURE MANUAL.**

6.1 The Bylaws of the EDCTA may be amended upon a majority vote of the Board.

6.2 The Board shall maintain a Policy and Procedure Manual to govern the day-to-day operations of the EDCTA, which is consistent with the applicable law and this Agreement. Each Board member and each Member Agency shall receive a copy of the Policy and Procedure Manual. Thereafter, the Board may adopt additional Bylaws and regulations which are consistent with the applicable law and this Agreement. The Executive Director shall send to each Board member and to each Member Agency each Bylaw amendment promptly after its adoption by the Board.

7. **POWERS AND FUNCTIONS.** EDCTA 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, EDCTA is authorized in its own name to:

7.1 Employ agents and employees, establish salaries and benefits, and contract for professional services;

7.2 Make and enter into contracts;

7.3 Incur debts, obligations, and liabilities, provided, however, the debts, obligations and liabilities incurred by EDCTA shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;

7.4 Acquire and convey, construct, manage, maintain and operate buildings and improvements;

7.5 Acquire and convey real and personal property;

7.6 Own or lease equipment, establish routes and frequency of service, regulate and collect fares, otherwise control the efficiency and quality of the operation of the system;

7.7 Submit and execute contracts for financial assistance from state and federal agencies and to obligate the AUTHORITY to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance;

7.8 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 and/or services. EDCTA may also accept contributions, grants, or loans from other than the foregoing sources;

7.9 Invest 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;

7.10 Purchase insurance, join insurance pooling programs, and/or develop and maintain a self-insurance reserve;

7.11 Do all other acts reasonable and necessary to carry out the purpose of this Agreement;

7.12 Sue and be sued.

The powers to be exercised by EDCTA are subject to such restrictions upon the manner of exercising such powers as are imposed by statute upon the County of El Dorado in the exercise of similar powers. EDCTA shall be held strictly accountable for all funds received, held, and disbursed by it.

8. **EXECUTIVE DIRECTOR.** The Executive Director 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 Executive Director are:

8.1 To lead and coordinate the transit system of EDCTA and to be responsible to the Board for proper administration of all affairs of EDCTA.

8.2 To appoint, assign, direct, supervise, and subject to the personnel rules adopted by the Board, discipline or remove EDCTA employees.

8.3 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.

8.4 To formulate and present to the Board plans for transit facilities and/or services within the EDCTA and the means to finance them.

8.5 To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the EDCTA.

8.6 To attend all meetings of the Board and act or delegate a transit staff member as the secretary of the Board.

8.7 To establish and maintain fare collection and deposit services, and to transfer such collected fare revenue to the designated accounts held by the EDCTA.

8.8 To organize and operate an ongoing transit marketing program, including free-ride events and other special promotions selected by the Director or the Board.

- 8.9 To execute transfers within major budget units, as long as the total expenditures of each major budget unit remain unchanged.
- 8.10 To purchase or lease items, fixed assets or services within the levels authorized by the Board.
- 8.11 To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.
- 8.12 To establish advisory committees as he/she deems appropriate.
- 8.13 To pay warrants and demands in accordance with the procedure and limits established by the Board.
- 8.14 To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

9. **TRANSPORTATION SERVICES TO BE PROVIDED.**

- 9.1 All transportation services provided by EDCTA shall be in substantial conformance with the Regional Transportation Plan, the Long Range and Short Range Transit Plans, and other plans developed in response to Federal, State and local requirements.
- 9.2 The EDCTA is hereby designated the "operator" of the following services, which are further described in the Bylaws: Public transit including but not limited to fixed routes; demand response; non-emergency medical transportation; commuter; express; flex-routes and coordinated transportation services and support.
- 9.3 As "operator", the EDCTA is assigned the authority to own or lease equipment, establish routes and frequency of service, regulate and collect fares, and otherwise control the efficiency and quality of the operation of this system.

10. **SERVICE CHANGES.**

- 10.1 Each member agency, by resolution or minute order of its governing body, or the Executive Director, may submit a request to EDCTA for transportation service changes within

said member agency's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services.

EDCTA may provide said transportation service changes provided:

- (a) Such changes are in substantial conformance with the adopted regional transportation plan; and
- (b) There is sufficient funding available to implement the proposed service change; and
- (c) There are sufficient manpower and capital resources available to implement such services.

10.2 This Agreement shall in no way prohibit any member agency from providing its own transportation services or from contracting with EDCTA or with any other transportation operators to provide transportation services, except that such transportation service shall be funded by such member.

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

10.4 EDCTA shall strive to provide for the reasonable needs of the transportation dependent, seniors, the disabled and persons of low income.

10.5 EDCTA shall cooperate fully with other transit providers to the end that a mutually compatible and integrated transportation service is provided.

11. CAPITAL AND OPERATING BUDGETS.

11.1 The fiscal period of the EDCTA 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 the requirements of the Regional Transportation Planning Agency, the California Transportation Development Act, the Federal Highway Act of 1973, and the Federal Transit Administration Act as amended from time to time, and all other funding and regulatory agencies involved in the execution of the purpose of EDCTA.

11.2 Preliminary and Final capital and operating budgets shall be prepared by the EDCTA.

A majority affirmative Board vote shall be required for a budget to be adopted.

11.3 The EDCTA shall actively seek maximum utilization of Federal, State, and other available revenues which shall be applied towards such operating and capital expenditures in determining what the local funding requirements shall be.

12. **FUNDING.**

The parties hereby designate the EDCTA as the transit operator and hereby direct the EDCTA to file a claim each year with the El Dorado County Transportation Commission for an apportionment under Public Utilities Code Section 99260 on behalf of the City of Placerville, the County of El Dorado, and any new members who join the EDCTA pursuant to Section 24 of this Agreement. The area to be served shall be the City of Placerville, the unincorporated area of the Western Slope of El Dorado County and the boundaries of any city that joins as a new member under Section 24 of this Agreement.

No party to this agreement may be required to provide funding for transit services greater than that received by the EDCTA on behalf of said party from the El Dorado County Transportation Commission without the consent of its governing board; provided, however, any party may choose to provide additional funding if its governing board so provides. Nothing herein shall be construed as limiting or restricting the responsibility of the El Dorado County Transportation Commission to evaluate existing transit services to meet the requirement of state law.

13. **FEDERAL CREDITS** The EDCTA shall be authorized to apply for all federal, state and local funds for transit projects which are eligible to receive such funding.

14. **COMPLIANCE WITH FEDERAL STANDARDS.** In the performance of its function, EDCTA 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.

The EDCTA shall not discriminate on the grounds of race, religion, color, sex, age, sexual preference, or national origin, with regard to all activities, direct or indirect (i.e., through contracting and subcontracting), involving the EDCTA.

15. PRIMARY SUPPORT SERVICES: TREASURER, ACCOUNTING, AUDIT AND DATA PROCESSING. Pursuant to the requirements of Section 6505.6 of the Government Code, the Board may designate one of its officers or employees to serve as treasurer or auditor of the EDCTA to perform the following functions:

15.1 Receive and receipt for all money, including weekly checks resulting from fare collection services, for the EDCTA and place it in the designated treasury/depository of EDCTA.

15.2 Be responsible upon his/her official bond for the safekeeping, investment and disbursement of all EDCTA money so held by him/her;

15.3 Pay any sums due from the EDCTA or its assigns from EDCTA, or any portion thereof, only upon warrant of the public officer performing the functions of auditor or controller who shall be so designated pursuant to this Agreement.

15.4 Pursuant to the requirement of Section 6505.6 of the Government Code, the Board may designate one of its officers or employees to serve as and perform the functions of auditor/controller, until such time that the EDCTA designates another auditor/controller.

15.5 The EDCTA shall arrange for an independent audit of the accounts and records at least annually, as prescribed by Section 6505 of the Government Code. As part of the annual report, there shall be strict accountability of all funds and the auditor will report to the EDCTA all receipts and disbursements. 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.

16. ASSIGNMENT OF FTA CONTRACTS AND GRANT APPLICATION AUTHORITY.

The EDCTA Executive Director is hereby authorized to prepare, submit, and execute grant applications for all federal, state and local funds for those projects included in the adopted budgets or Short Range Transit Plans, and for those projects approved by the EDCTA Board.

17. SERVICE PLANNING. The EDCTA shall have the authority to undertake additional transit planning activities,

including, but not limited to: conducting surveys, analyzing service alternatives, designing and implementing service changes or new services, reviewing significant development proposals throughout the EDCTA service area and recommending traffic mitigation measures, and assisting transit operators in the EDCTA area in preparing and submitting grant applications. Cost allocations linked to the provision of such additional planning shall be established by the EDCTA Board.

18. PARTIES' LIABILITY, INSURANCE.

18.1 The debts, liabilities, and obligations of EDCTA shall not be the debts, liabilities, or obligations of the parties to this Agreement or of any of them.

18.2 EDCTA shall provide general liability, automobile liability, property and collision coverage, either through purchased insurance, insurance pooling programs, establishing adequate reserves, or a combination of these efforts, for services and equipment included in this Agreement, plus an adequate amount of liability insurance for purchased transportation contracts, if deemed necessary by the EDCTA Board. The amount of the coverage shall be determined by the EDCTA Board.

18.3 EDCTA shall assume all debts, obligations, liabilities or costs, whether currently existing or future, incurred by the County of El Dorado in providing services under that certain Joint Powers Agreement date February 4, 1986 which exist as of the date of execution hereof, and shall indemnify and hold the County harmless therefrom.

19. **TERM OF AGREEMENT.** This Agreement shall become effective on the date it is approved by the parties hereto and shall continue in force until it is cancelled by a majority vote of EDCTA members. Such cancellation shall be upon no less than one year's notice, unless the EDCTA Board unanimously agrees to an earlier cancellation date.

20. DISPOSITION OF PROPERTY, EQUIPMENT.

In the event that this Agreement is dissolved, EDCTA shall do one of the following, subject to determination by the EDCTA Board as to what would be in the best interests of all parties involved, as well as subject to FTA approval:

- (a) Sell the equipment and share non-federal proceeds equal to local match percentages as originally contributed by each participant within three (3) years of dissolution.
- (b) Use another disposition methodology acceptable to FTA and a majority of the EDCTA Board.
- (c) Provide for the payment of all other claims and obligations as determined by the Board.

21. **SURPLUS FUNDS.** With the exception of restricted earnings for insurance pooling purposes and capital replacement funds, surplus funds generated by the EDCTA shall be credited against operating or capital costs in future periods. Upon dissolution of this Agreement, all remaining surplus funds shall be returned to the members after all obligations are met.

22. **AMENDMENTS.** This Agreement may be amended by a written amendment unanimously approved by the parties.

23. **SUCCESSORS.** This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

24. **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.

25. **NEW MEMBERS.** New member(s) may join this Agreement provided that the governing boards of the existing Members each vote to accept the New Members(s), and that said New Members accept any additional Board-established conditions upon which the new membership is approved.

26. **CANCELLATION OF THE JOINT POWERS AGREEMENT TO PROVIDE TRANSPORTATION SERVICE.** This agreement shall supersede and replace for all purposes stated herein that certain Joint Powers Agreement dated February 4, 1986 signed by the County of El

Dorado and the City of Placerville and the Agreement dated November 4, 1993.

IN WITNESS WHEREOF, 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, COUNTY OF EL DORADO:

By _____
County Counsel

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM, CITY OF PLACERVILLE:

By _____
City Attorney

By _____
Mayor, City of Placerville

Attest:

Deputy City Clerk