

JOINT POWERS AGREEMENT FOR THE YUBA-SUTTER TRANSIT AUTHORITY

December 17, 2001

THIS JOINT POWERS AGREEMENT for the YUBA-SUTTER TRANSIT AUTHORITY is made and entered into with an effective date of March 1, 2002 by and between the Counties of Yuba and Sutter, political subdivisions of the State of California, and the Cities of Marysville and Yuba City, municipal corporations.

RECITALS

WHEREAS, pursuant to a Joint Powers Agreement entered into by and between Yuba County, Sutter County, Marysville and Yuba City in July of 1975, said parties established a separate legal entity then known as the Hub Area Transit Authority for the purpose of providing and furnishing transit and transportation services within their respective jurisdictions; and

WHEREAS, said Agreement has been amended from time to time most recently effective January 1, 1993 when, among a number of other changes, the name of the entity was changed to the Yuba-Sutter Transit Authority; and,

WHEREAS, the parties hereto wish to amend said Agreement for the purpose of changing the formula by which the annual Local Transportation Fund (PUC 99230) contributions are calculated; and,

WHEREAS, the parties hereto also desire to make other minor changes to the Agreement; and,

WHEREAS, by this Joint Powers Agreement, the parties hereto wish to enter into a new agreement for the provision of said transit and transportation services.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances and mutual promises and agreements herein contained, the parties hereto agree as follows:

1. Purpose. This Joint Powers Agreement replaces that certain amended Joint Powers Agreement made and entered into effective January 1, 1993, for the purpose of providing transportation facilities and services in the Yuba County, Sutter County, Marysville and Yuba City area and such other areas as may be agreed to by the YUBA-SUTTER TRANSIT AUTHORITY, hereinafter referred to as the Authority. The Authority which was created by a Joint Powers Agreement in July of 1975 shall be construed as having been in continual existence since its creation and no action previously exercised by said Authority shall be deemed to be modified, amended or otherwise affected by this Agreement except as expressly provided herein.
2. Term of Agreement. The term of this amended Joint Powers Agreement shall commence on March 1, 2002 and shall continue until this Agreement is terminated pursuant to the terms of this Agreement.
3. Composition of Authority. The Authority has previously been created, designated and established as the agency to administer a public transportation program. The Authority shall be governed by a Board of eight (8) members consisting of two (2) members each from the Board of Supervisors of Yuba County and Sutter County and two (2) members each from the City Councils of Yuba City and Marysville. The members of the Board of the Authority shall serve at the

pleasure of the entity by whom said members are appointed. Each entity shall designate a first and second alternate member. If one of the regular members from that entity is absent, the first alternate director from that entity will serve in the regular member's place. If both of the regular members from that entity are absent, the first alternate member from that entity and the second alternate member from that entity shall serve in those regular members' place. If the first alternate member from that entity is absent, the second alternate member from that entity will service in the first alternate member's place. The Board shall adopt rules or bylaws to govern its activities and said rules or bylaws shall provide for, among other things, matters relating to the quorum of the Board, the method of voting, the manner in which meetings may be called and the notice to be given therefore and such other matters as may be deemed appropriate by the Board.

4. Budget. On or before March 31 of each year during which the Authority is in existence, the Transit Manager shall submit to the Board a proposed budget for the fiscal year which is to commence on the following July 1. The Board shall conduct such hearings as it deems to be necessary or appropriate with respect to said budget, and the Board shall adopt a final budget for the ensuing fiscal year on or before May 31 of each year.

In making provision for such early adoption of a budget for the Authority, the parties hereto recognize and acknowledge that the budget for the Authority will impact the budget decisions to be made by each of the entities during the course of their regular budget hearings and that, therefore, it is essential that the

Authority budget be adopted on or before May 31 for the ensuing fiscal year. If by said date certain information (e.g. the amount of funds apportioned to each agency from the Local Transportation Fund or from other state or federal funds) is unavailable, said budget shall be estimated and adopted based on the best information available and shall be amended as promptly as possible after the receipt of any additional facts or information which would indicate that the assumptions on which the final budget were based were inaccurate in any respect.

In establishing and adopting a final budget in accordance with the provisions of this section, the Authority shall take into account revenues to be obtained from state or federal sources as well as fare revenues and other direct transit revenues or subsidies. Each of the parties hereto shall make an annual contribution from apportioned Local Transportation Funds (PUC 99230), to finance the final budget adopted by the Authority, which contribution shall be determined as provided in Paragraph 5.

If the annual contribution of Local Transportation Funds from one or more parties hereto as determined by Paragraph 5 exceeds the amount of Local Transportation Funds apportioned to such party or parties for the following fiscal year, the shortfall between the amount required and the amount apportioned shall be allocated to the remaining parties. The amount of such shortfall to be allocated to each of the remaining parties shall be determined as provided in Paragraph 5 using only the relative values of each formula component for the remaining parties. The result of this second calculation shall be added to the Local

Transportation Fund contribution of each party as determined in the first calculation.

5. Contributions. The annual Local Transportation Fund (PUC 99230) contribution of each of the parties to the Agreement, pursuant to Paragraph 4, shall be determined by using a formula in which four (4) factors are given equal weight. Said factors and the manner in which each is determined are:

(a) Service Area Population. One-fourth of the total contribution of each member entity shall be based on the ratio that the total service area population of each entity bears to the total population of the Authority's adopted service area. Population for each entity shall be as set forth in the latest Sacramento Area Council of Governments (SACOG) Population Module available prior to the adoption of the budget for the ensuing fiscal year. Exceptions to the use of the Population Module shall be made when major annexations have occurred since the last module was published. In the case of such exceptions, the best population data available shall be used.

(b) Apportionment of Local Transportation Funds. One-fourth of the total contribution of each member entity shall be based on the ratio that the funds allocated to each of the entities from the Local Transportation Fund, as set forth annually in the Findings of Apportionment – Local Transportation Fund adopted by SACOG as of March 1st of each year, bears to the total of such funds allocated to all member entities.

(c) Demand Response Boardings. One-fourth of the total contribution of member entities shall be based on the use made of the demand response services

offered by the Authority as determined by an analysis of passenger trip origins. Said analysis shall be a 100 percent sample of trip records for no less than one weekday for each calendar month. For purposes of determining contributions hereunder, this calculation shall be based on the twelve calendar months immediately preceding such determination. The ratio that the total number of passenger trip origins recorded in each entity bears to the total number of passenger trip origins recorded in all member entities shall be the basis for determining contributions under this subparagraph. The Authority shall, to the extent reasonably practicable, conduct and keep or have their operations contractor conduct and keep such surveys and records of ridership as are necessary to provide a reasonably accurate method of tracking passenger trips by origin.

- (d) Route Miles. One-fourth of the total contribution of the member entities shall be based on the total number of scheduled route miles offered by the Authority. Route miles are defined as those miles in which revenue service is scheduled. Route miles shall be determined from an analysis of the published service schedule in effect on the first full service day of each January prior to the adoption of the budget for the ensuing fiscal year. The ratio that the total route miles for each entity bears to the combined total route miles of all member entities shall be the basis for determining contributions under this subparagraph. Limited stop intercity services that are generally accessible to all urban area residents shall not be included in this calculation of route miles.

6. Powers of Authority. The Authority shall be vested with the power and authority to:

- (a) Exercise the common powers of the parties hereto to provide transit and transportation services and to solicit proposals, bids, or contractual quotes, from any source capable of providing such services to the areas served by the Authority and, for this purpose, the Authority shall be vested with authority to enter into contracts for transportation services or any other contract necessary or appropriate for support of such transportation services. Notwithstanding any provision herein to the contrary, the Authority shall not have the power to enter into any contract or agreement or incur any financial obligation which shall be binding upon any party to this agreement after such party has withdrawn from the Authority unless such contract, agreement or financial obligation was specifically approved by such party during such time as the party was a member of the Authority.
- (b) Purchase, lease or rent, as appropriate, the necessary capital equipment and facilities to provide the services furnished by the Authority.
- (c) Select and remove all officers, agents and employees, prescribe such powers and duties for them as may not be inconsistent with law or with this agreement, require from them security for faithful service and to fix the compensation for services rendered, and to adopt personnel rules and procedures.
- (d) Determine the service area boundaries in connection with the transportation services which are the subject of this Agreement with the provision that

service area boundary changes that affect less than all of the member entities cannot be made without the concurrence of at least one of the duly appointed representatives of the affected member entity or entities.

- (e) Determine eligibility criteria for service including provision for service to persons with disabilities and senior citizens.
- (f) Determine the rate structure applicable to services furnished by the Authority.
- (g) Establish the details of the operation of the transportation system. Provide transit services to non-member jurisdictions, agencies or organizations through service contracts.
- (h) Provide accounting service to insure proper operation and strict accountability of all funds and reports and of all receipts and disbursements, all as set forth in Section 6505 and 6505.1 of the Government Code, and in full conformity therewith.
- (i) The Authority shall have the authority to contract with one or more of the parties to this Agreement for such other services as it deems necessary to effectuate the purposes of this Agreement.
- (j) The Authority shall have those additional powers as set forth in Section 6508 of the Government Code.

7. Treasurer and Auditor. The Authority shall designate a Finance Director to act as Treasurer for the Authority. Said Finance Director shall have all of the duties, powers and authority set forth in Section 6505.5 of the Government Code. The Finance Director shall have authority to draw warrants to pay demands against the Authority upon approval by said Authority. The charges to be made against the

Authority for the services rendered by its Finance Director shall be a reasonable and proper charge against the Authority.

8. Obligation of Authority. Except as herein specifically provided to the contrary, the debts, liabilities and obligations of the Authority shall be shared proportionally by the parties to this Agreement. Said proportionate shares shall be determined by comparing the amount of funds contributed to the Authority by each party as a percentage of the total contributions of all member entities during the preceding three (3) full fiscal years. The Authority shall not sell bonds, notes or incur other multi-fiscal-year debt without the express consent of each member entity.
9. Withdrawal. Any party may withdraw from the Authority and this Agreement effective as of the first day of any fiscal year provided that such party give preliminary notice of its intention to withdraw to the Authority on or before the last day of December preceding the effective date of its withdrawal and give to the Authority final notice of its intention to withdraw on or before the last day of March preceding the effective date of its withdrawal. A party may rescind its notice of intent to withdraw by giving the Authority written notice of rescission prior to the first day of May preceding the first day of the fiscal year of the noticed withdrawal from the Authority. If such notice of rescission is not given, said party shall no longer be eligible to remain a member of the Authority and must thereafter apply for membership under the terms of Paragraph 15 of this Agreement. Time is of the essence of this provision and any party not giving the notices required herein shall have no authority whatsoever to withdraw from the

Authority or to terminate its obligations under this Agreement. Upon the termination of a party's involvement with the Authority and its withdrawal from the Agreement as hereinabove provided, such withdrawing party shall have no further obligation to make annual contributions to the Authority nor shall such withdrawing party have any further obligations for any contractual debts, liabilities or obligations of the Authority unless the governing body of the member entity agreed to incurring the debt, liability or obligation during the time that it was a member. The fiscal year of the Authority commences on July 1 each year.

10. Termination. With the concurrence of any three (3) of the parties to this Agreement, this Agreement and the Authority may be terminated as of the end of any fiscal year.
11. Division of Assets on Withdrawal or Termination. Upon the withdrawal of any party from the Authority under the terms set forth in Paragraph 9 of this Agreement, such party shall be relieved of any further debts, liabilities and obligations of the Authority except as herein specifically provided and such party shall have no further right, title or interest in or to any asset of the Authority. All of the right, title and interest which such withdrawing party previously had to the assets of the Authority shall remain the property of the Authority and shall increase proportionally the interest of each of the parties therein.

Upon the withdrawal whether or not simultaneously of any two parties from the Authority within three years of each other under the terms set forth in Paragraph 9 of this Agreement, the remaining parties shall cause an appraisal of

the assets of the Authority, and shall pay the withdrawing members, without interest of any kind, the appraised value of their proportionate share of the assets in ten equal shares, or less if mutually agreed upon by all parties, over a period not to exceed ten (10) years. Said proportionate share of each member that has withdrawn shall be a fraction, the numerator of which would be all funds contributed to the Authority by that member agency during the three full fiscal years preceding the effective date of the second party's withdrawal and the denominator of which would be all funds contributed by all member agencies during the same time period.

Upon termination of this Agreement under the provision of Paragraph 10, all assets remaining after the payment of all debts, obligations and liabilities of the Authority shall be divided among the entities which were members of the Authority within thirty (30) days immediately prior to said termination in proportion to the contributions made to the Authority by each of such entities, during the preceding three full fiscal years or in such other manner as may be agreeable to all entities.

12. Notice of Amendment. As provided in Section 6503.5 of the Government Code, within thirty (30) days after the effective date of this Agreement or amendment thereto, the Authority shall cause a Notice of this Agreement or amendment thereto to be prepared and filed with the Office of the Secretary of State.
13. Liability Under Agreement. Pursuant to the provisions of Government Code Section 895.4, the parties hereto agree that any liability created by this Agreement that exceeds the coverage afforded by the Authority's Comprehensive Liability

Insurance for any injury caused by, or any negligent or wrongful act or omission occurring in the performance of such Agreement shall be shared proportionally by the member parties hereto. The proportionate share of each member shall be determined in the same manner as is set forth in Paragraph 8 of this Agreement.

In the event liability is established against the Authority for an act or omission which occurred while a withdrawn party was a party to this Agreement, the proportionate contribution of the parties hereto for discharge of any such liability shall be the same as it would have been if determined on the date of occurrence of the act or omission giving rise to the liability and any withdrawn party shall participate in the discharge of such liability as so determined. Upon presentation of a claim or service of an action, written notice shall be promptly made to any former party whose liability maybe affected thereby.

14. Comprehensive Liability Insurance. The Authority shall obtain and maintain in full force and effect during the term of this Agreement, or any extension thereof, adequate comprehensive liability insurance in connection with the execution and/or administration of this Agreement, naming the Authority and the parties to this Agreement as insured. The cost of said insurance shall be a proper charge against any funds administered by the Authority pursuant to this Agreement.
15. Amendment. This Agreement may be amended or modified at any time with the consent of each party to the Agreement, including the addition of parties to the Agreement, the reinstatement of former parties to the Agreement, or the formation of a transit district.

16. Savings. If any provision of this Agreement is unenforceable, no other provisions shall be affected thereby and all other provisions shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates hereinafter indicated.

ATTEST:

CITY OF MARYSVILLE

Billie J. Tangman
City Clerk

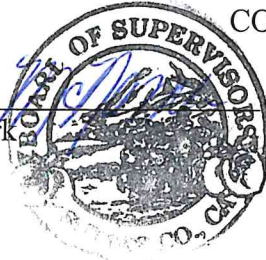
[Signature]
Mayor

Date 2/7/02

ATTEST:

COUNTY OF SUTTER

[Signature]
County Clerk



[Signature]
Chairman, Board of Supervisors

Date 2-5-02

ATTEST:

CITY OF YUBA CITY

[Signature]
City Clerk



[Signature]
Mayor

Date 2/8/02

ATTEST:

COUNTY OF YUBA

[Signature]
Clerk of the Board of Supervisors

[Signature]
Chairman, Board of Supervisors

Date 2-7-02