

CITY OF PLACERVILLE  
RESOLUTION NO. 5916

**JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING  
EL DORADO COUNTY TRANSPORTATION COMMISSION**

1. **PARTIES AND DATE.** Effective on *June* 6, 1995, and pursuant to Government Code Section 6500 et seq. (herein called the "Law"), all cities and/or counties whose authorized mayoral or chairman's signature is included on the signature page, as individual public entities, mutually promise and agree as hereinafter set forth.

1.1 **WHEREAS,** the El Dorado County Transportation Commission has been operating under Government Code Sections 29532 and 29535 as the Local Transportation Commission ("LTC"); and

1.2 **WHEREAS,** Government Code Sections 29535 and 92532 provide for a local Transportation Commission comprised of the County and the City as therein provided; and

1.3 **WHEREAS,** the El Dorado County Transportation Commission, serving as the LTC under the above Government Code Sections seeks to improve service to its constituents by also establishing the EDCTC as a joint powers agency under Government Code Section 6500 et seq.

**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 "Commission" means the El Dorado County Transportation Commission created by this Agreement and Government Code Section 29535 and related sections.

3.2 "Board" means the governing body of the Commission.

3.3 "Executive Director" means the person appointed by the Board to be its Secretary and Chief Administrative Officer of the Commission.

3.4 "New Member Agency" means any public agency, other than an original signatory to this Agreement, which joins the Authority. However, any public entity created, which

public entity was formerly a part of a "member agency" shall be, for the purposes of this Agreement, a "member agency".

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

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

4. **CREATION OF COMMISSION.** Pursuant to Section 6500 of the Government Code, and upon the effective date of this Agreement, there is established and constituted the El Dorado County Transportation Commission, hereinafter referred to as "EDCTC" or "COMMISSION", a separate and distinct public entity, having the authority to exercise the common power provided for in this Agreement and to administer or otherwise execute this Agreement.

#### 5. **BOARD.**

5.1 EDCTC shall be governed by a Board of Directors, hereinafter referred to as "Board", comprised of six (6) members, with three (3) members appointed by the Board of Supervisors of El Dorado County and three (3) members appointed by the City Council of the City of Placerville, to serve at the pleasure of each appointing governing body. Each member agency shall also appoint one or more alternate(s) to serve on the Board in the absence of that governing body's regular board member. The City of South Lake Tahoe and the California Department of Transportation are designated ex-officio members and shall appoint a representative to the Commission.

5.2 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 the Board complies with the requirements of the Brown Act.

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

6.1 The Bylaws, Policies and Procedures of the Commission shall be the Bylaws, Policies and Procedures previously

adopted by the Commission, as amended from time to time.

**7. POWERS AND FUNCTIONS.** EDCTC shall have the common power of the parties to engage in regional transportation planning and the allocation of funds for transportation purposes, and in the exercise of the power under this Agreement, EDCTC 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 EDCTC shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;
- 7.4 Acquire, convey, construct, manage, maintain and operate buildings and improvements;
- 7.5 Acquire and convey real and personal property;
- 7.6 Apply for and execute contracts of financial assistance from state and federal agencies and to obligate the COMMISSION to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance;
- 7.7 Promote and coordinate intra and inter-agency cooperation.
- 7.8 Serve as the Local Transportation Commission for El Dorado County as set forth under the applicable California law.
- 7.9 The Commission may serve as the State Census Affiliate Data Center for El Dorado County.
- 7.10 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 transportation facilities and/or services. EDCTC may also accept contributions, grants, or loans from other than the foregoing sources;
- 7.11 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;

- 7.12 Purchase insurance, join insurance pooling programs, and/or develop and maintain a self-insurance reserve;
- 7.13 Do all other acts reasonable and necessary to carry out the purpose of this Agreement;
- 7.14 Sue and be sued.

The powers to be exercised by EDCTC are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of El Dorado in the exercise of similar powers. EDCTC 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 transportation planning of EDCTC and to be responsible to the Board for proper administration of all affairs of EDCTC.
- 8.2 To appoint, assign, direct, supervise, and subject to the personnel rules adopted by the Board, discipline or remove EDCTC 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 facilities and/or services within the COMMISSION and the means to finance them.
- 8.5 To supervise the planning, acquisition, construction, maintenance, and operation of the facilities and/or services of the COMMISSION.
- 8.6 To attend all meetings of the Board and act as the secretary of the Board.
- 8.7 To prepare regional transportation plans under Government Code Section 65080.
- 8.8 To execute transfers within major budget units, as long as the total expenditures of each major budget unit remain unchanged.
- 8.9 To purchase or lease items, fixed assets or services within the levels authorized in the Bylaws.

- 8.10 To undertake all applicable responsibilities under the Intermodal Surface Transportation Act, the Federal Clean Air, the California Transportation Blueprint, and future State and Federal transportation and air quality planning laws and regulations, as applicable.
- 8.11 To adopt a budget, including the allocation of funds to other agencies involved in transportation programs as provided by law.
- 8.12 To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

**9. EMPLOYEE TRANSITION.** Each person currently employed by the El Dorado County Transportation Commission shall continue as El Dorado County Transportation Commission employees with the same rights and benefits currently available to such employees.

**10. COMMISSION ADVISORY COMMITTEE.** EDCTC may establish an Advisory Committee which shall meet and provide input to the Executive Director on transportation-related issues.

- 10.1 **OTHER ADVISORY COMMITTEES.** EDCTC reserves the right to establish other advisory committees for the purpose of providing input and recommendations on technical, operational policy, or other transportation issues associated with the EDCTC.

**11. CAPITAL AND OPERATING BUDGETS.**

- 11.1 The fiscal period of the COMMISSION 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 of the member jurisdictions and the requirements of the Regional Transportation Planning Agency, the Intermodal Surface Transportation Efficiency Act of 1991 and the Federal Clean Air Act as amended from time to time, and all other funding and regulatory agencies involved in the execution of the purpose of this COMMISSION.

- 11.2 Preliminary and Final capital and operating budgets for services described in the Bylaws shall be prepared by the deadlines established in the Bylaws.

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

- 11.3 The EDCTC 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.

- 11.4** Budgetary changes during the year may be approved by the EDCTC through a simple majority vote if they do not increase any Party's local funding contribution. In the event that a budgetary change results in an increase in any Party's local funding contribution, such changes shall be subject to concurrence from the Board members representing the agency from which additional local funding is required.

**12. COMPLIANCE WITH FEDERAL STANDARDS.** In the performance of its function, EDCTC 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 EDCTC 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 EDCTC.

**13. PRIMARY SUPPORT SERVICES: TREASURER, ACCOUNTING, AUDIT and DATA PROCESSING.** Pursuant to the requirements of Section 6505.6 of the Government Code, the Executive Director is designated to serve as the auditor and treasurer of the Commission and to have custody of all EDCTC funds, from whatever source, and shall perform the following functions, until such time that the EDCTC designates another treasurer:

- 13.1** Receive and receipt for all money for the EDCTC and place it in the designated depository to the credit of EDCTC;
- 13.2** Be responsible upon his/her official bond for the safekeeping, investment and disbursement of all EDCTC money so held by him/her;
- 13.3** Pay any sums due from the EDCTC or its assigns from EDCTC, 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.
- 13.4** Pursuant to the requirement of Section 6505.6 of the Government Code, the Executive Director shall perform the functions of auditor/controller, until such time that the EDCTC designates another auditor/controller. He/she shall draw warrants to pay demands against the EDCTC when the demands have been approved by the EDCTC.
- 13.5** There shall be strict accountability of all funds and the Auditor of COUNTY will report to the EDCTC all receipts and disbursements. In addition, Auditor of COUNTY shall,

through the RTPA, arrange for an independent 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.

13.6 County data processing services relative to financial accounting shall be provided as long as County treasurer and accounting services are provided.

13.7 The rate for said primary services shall be negotiated prior to the adoption of the operating budget for each fiscal year and shall be generally consistent with the A-87 and direct charge cost allocation system established for County departments.

#### 14. ASSIGNMENT OF CONTRACTS AND GRANT APPLICATION AUTHORITY.

14.1 All agreements, policies and actions previously taken by the EDCTC are hereby ratified and approved.

14.2 The EDCTC Executive Director is hereby authorized to prepare, submit and execute grant applications for the use of all planning and capital funds, which have or may become available to the EDCTC.

15. SERVICE PLANNING. The EDCTC shall have the authority to undertake additional regional transportation 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 EDCTC service area and recommending traffic mitigation measures with the understanding that the EDCTC recommendations are limited in scope and are not binding on the local jurisdictions for implementation, and assisting transit operators in the EDCTC area in preparing and submitting grant applications. Cost allocations linked to the provision of such additional planning shall be established by the EDCTC Board.

16. TRANSFER OF ASSETS. All assets of the EDCTC shall remain assets of the EDCTC.

#### 17. PARTIES' LIABILITY, INSURANCE.

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

17.2 EDCTC 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 EDCTC Board. The amount of the coverage shall be determined by the EDCTC Board.

17.3 EDCTC shall assume all debts, obligations, liabilities or costs, whether currently existing or future, incurred by the EDCTC in providing services from its separation from the County of El Dorado on or about January 1, 1994.

18. **TERMS OF AGREEMENT.** This Agreement shall become effective on ~~April~~ <sup>JUNE</sup> 6, 1995, and shall continue in force until it is canceled by a majority vote of EDCTC members. Such cancellation shall be upon no less than one year's notice, unless the EDCTC Board unanimously agrees to an earlier cancellation date.

**19. DISPOSITION OF PROPERTY, EQUIPMENT.**

19.1 In the event that this Agreement is dissolved, EDCTC shall do one of the following, subject to determination by the EDCTC 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 EDCTC Board.

**20. SURPLUS FUNDS.** With the exception of restricted earnings for insurance pooling purposes and capital replacement funds, surplus funds generated by the EDCTC 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 contributing Parties after all obligations are met.

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

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



23. **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.

24. **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.

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.

ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

APPROVED AS TO FORM, COUNTY OF EL DORADO:

By Donald R. Parker Deputy  
County Counsel

By Margaret E. Moody DEPUTY 6/6/95  
J. MARK NIELSEN Chairman, Board of Supervisors 6/6/95

APPROVED AS TO FORM, CITY OF PLACERVILLE:

By John W. Russell  
City Attorney

By Ray Wash  
Mayor, City of Placerville