

## **AMENDED AND RESTATED JOINT POWERS AGREEMENT OF THE HUMBOLDT TRANSIT AUTHORITY**

**This Amended and Restated Joint Powers Agreement of the Humboldt Transit Authority** is made and entered into pursuant to the provisions of Government Code Section 6500 et seq., and supersedes the initial Joint Exercise of Powers Agreement Among the Cities of Arcata, Eureka, and Fortuna, and the County of Humboldt effective January 28, 1975, and subsequently amended to include the Cities of Rio Dell and Trinidad. This Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of \_\_\_\_\_, 20\_\_.

### **RECITALS**

**WHEREAS**, the Humboldt Transit Authority was formed in 1975 by the Cities of Arcata, Eureka, and Fortuna, and the County of Humboldt, and subsequently joined by the Cities of Rio Dell and Trinidad (each a “Member,” collectively the “Members”) to provide public transportation services throughout the Humboldt County region; and

**WHEREAS**, the Members desire to amend said Joint Exercise of Powers Agreement to revise the designations of the Authority’s Treasurer and Auditor-Controller in order to obtain operational and fiscal efficiencies; and,

**WHEREAS**, the Members further desire to amend said Joint Exercise of Powers Agreement to revise the regular meeting schedule of the Authority Governing Board of Directors; and

**WHEREAS**, the Members further desire to amend said Joint Exercise of Powers Agreement to extend the geographical service area of the Authority to allow it’s transit riders access to the national bus network; and

**WHEREAS**, the Members believe it would be desirable and convenient to restate the Joint Exercise of Powers Agreement in its entirety, including previous amendments, and further amend said Agreement as recited herein.

**NOW, THEREFORE**, based on the mutual covenants, conditions and terms recited herein, which are made a material part of this Agreement, the undersigned public agencies, collectively referred to herein as the “Members,” enter into this Amended and Restated Joint Powers Agreement and agree as follows:

### **ARTICLE I – DEFINITIONS**

- 1.1. General.** Unless the context otherwise requires, the words and terms defined in this Article shall, for the purposes hereof, have the meanings herein specified.
- 1.2. Act.** “Act” means Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California.
- 1.3. Authority.** “Authority” means the Humboldt Transit Authority created pursuant hereto.

- 1.4. **Mills-Alquist-Deddeh Act.** “Mills-Alquist-Deddeh Act” means Chapter 4 (commencing with Section 99200) of Part II, Division 10 of the Public Utilities Code of the State of California.
- 1.5. **County.** “County” means the County of Humboldt, California.
- 1.6. **Redwood Transit System.** “Redwood Transit System” means the public transit service provided by the Authority along Highway 101, connecting all of the cities represented on the Authority and making intermediate stops in the unincorporated area of the County.

## **ARTICLE II - GENERAL PROVISIONS**

- 2.1. **Purpose.** This Agreement is made pursuant to the Act providing for the joint exercise of powers common to public agencies. The purpose of this Agreement is to provide for the joint exercise of powers for the purpose of providing public transit services in a manner consistent with the Regional Transportation Plan within the geographical territory over which the Authority has jurisdiction pursuant to Section 2.2 hereof. In order to provide such public transit services, the Authority may finance, acquire, construct, manage, operate and maintain public transit systems and related property and facilities, excluding intra-city systems unless the consent of the city is first obtained, and apply for and receive grants or loans from appropriate sources, including the Mills-Alquist-Deddeh Act and other state and federal laws. Each of the parties hereto is authorized to exercise such powers pursuant to its organic law.
- 2.2. **Geographical Jurisdiction.** The jurisdiction of the Authority shall extend to all territory lying within the County and outside the County to ensure residents have access to the national bus network.

## **ARTICLE III - CREATION AND OPERATION OF AUTHORITY**

- 3.1. **Creation of Authority.** Pursuant to the Act, there is hereby created a public entity to be known as the “Humboldt Transit Authority.” The Authority is a public entity separate and apart from the parties to this agreement.
- 3.2. **Governing Board.** The Authority shall be administered by the Governing Board, consisting of seven (7) members and up to seven (7) alternates. One (1) member and one (1) alternate shall be appointed by the City Council of Arcata from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Fortuna from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Eureka from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Trinidad from its Council; one (1) member and one (1) alternate shall be appointed by the City Council of Rio Dell from its Council; and two (2) members and one (1) or two (2) alternates shall be appointed by the Board of Supervisors of County from its Board. The Governing Board shall be called the Governing Board of the Humboldt Transit Authority. All voting power shall reside in the Governing Board. Additional general purpose governments may be represented upon such terms and conditions as are agreed upon by the parties hereto.

Members of the Governing Board shall receive no compensation except for actual expenses incurred while performing the duties and activities of the Board. Each member of the Governing Board shall serve at the pleasure of the appointing party hereto; provided, however, that membership thereon shall terminate upon termination of the office created in the paragraph above. Vacancies shall be filled by the appointing party thereto.

- 3.3. **Regular Meetings.** The Governing Board shall provide for its regular and special meetings; provided, however, that at least one regular meeting shall be held quarterly. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Governing Board and a copy of such resolution shall be filed with each party hereto.
- 3.4 **Ralph M. Brown Act.** All meetings of the Governing Board of the Authority, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code)
- 3.5. **Minutes.** The Secretary of the Authority shall cause to be kept minutes of the Governing Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Governing Board and to Arcata, Fortuna, Eureka, Rio Dell, Trinidad and County.
- 3.6. **Quorum.** A majority of the Governing Board shall constitute a quorum for the transaction of business, but the affirmative vote of at least a majority of all board members is necessary to approve any action of the Governing Board. However, if less than a majority of the Board is present at a meeting, the members present may adjourn the meeting.
- 3.7. **Rules.** The Governing Board may adopt and amend such rules and regulations for the conduct of its meetings and affairs as are necessary or desirable to accomplish its stated purposes.

#### **ARTICLE IV- OFFICERS**

- 4.1. **Chairman, Vice-Chairman and Secretary.** The Governing Board shall elect a Chairman and a Vice Chairman and shall appoint a Secretary who may, but need not, be a member of the Governing Board. The officers shall perform the duties normally appertaining to said offices and,
- 4.1.1 The Chairman shall sign all contracts on behalf of the Authority and perform such other duties as may be imposed by the Governing Board;
- 4.1.2 The Vice-Chairman shall act in the absence of the Chairman; and
- 4.1.3 The Secretary shall countersign, all contracts on behalf of the Authority, perform such other duties as may be imposed by the Governing Board, and keep minutes of all meetings and cause a copy of the minutes to be forwarded to each of the members of the Governing Board and to Arcata, Fortuna, Eureka, Rio Dell, Trinidad and County, and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the Act.

- 4.2. **Treasurer and Auditor.** The Finance Manager of the Authority is hereby designated as the Treasurer of the Authority and the General Manager of the Authority is hereby designated as the Auditor of the Authority. As the Authority's depository, the Treasurer shall have custody of all money of the Authority from whatever source.

The Treasurer and the Auditor shall have the duties and obligations set forth in Sections 6505 and 6505.5 of the Act and shall assure that there is strict accountability of all funds and report of all receipts and disbursements of the Authority. The Board of Supervisors of the County shall determine reasonable charges to be made against the Authority for the services of the Treasurer and Auditor-Controller.

- 4.3 **Bonding.** The Governing Board shall designate the officers or other persons, in addition to the Treasurer and Auditor-Controller, having charge of handling or having access to any property of the Authority, and shall set the amount of their official bonds, pursuant to Section 6505.1 of the Act.

## **ARTICLE V- ADMINISTRATION**

- 5.1. **Administrative Entity.** The Governing Board of the Authority is hereby designated as the administrative entity for the purpose of carrying out this Agreement.
- 5.2. **Budget.** The Governing Board shall adopt an annual budget for the administration of the Authority.
- 5.3. **Services of Parties.** On request of the Governing Board, one or more of the parties hereto, and such party's employees, agents or consultants, may agree to provide all or a portion of the services requested by the Governing Board, on terms and conditions agreed upon by the party and the Authority.

## **ARTICLE VI - POWERS**

- 6.1. **Common Powers.** The Authority shall have the powers common to Arcata, Fortuna, Eureka, Rio Dell, Trinidad and County to finance, acquire, construct, manage, operate and maintain transit systems and related facilities for providing public transit services.
- 6.2. **Included Powers.** The Authority may in its own name do all acts necessary to exercise said common powers to implement the Regional Transportation Plan, including, but not limited to, the following:
- 6.2.1. Make and enter into contracts;
  - 6.2.2. Acquire, construct, manage, maintain or operate any buildings, works, facilities, improvements or other property;
  - 6.2.3. Incur debts, liabilities or obligations;
  - 6.2.4. Employ agent and employees;
  - 6.2.5. Sue and be sued in its own name;

- 6.2.6. In accordance with Section 6509.5 of the Act, invest money in the Treasury of the Authority that is not required for immediate necessities;
  - 6.2.7. Apply for, accept and use grants and other funds from any source for public transit purposes;
  - 6.2.8. Receive revenues from the provision of public transit services;
  - 6.2.9. Administer agreements to provide public transit services made between any of the parties hereto and other persons or entities.
- 6.3. **Restrictions on Exercise of Powers**. Such powers shall be exercised as provided in the Act and shall be subject, in accordance with Section 6509 of the Act, to such restrictions upon the manner of exercising such powers as are imposed upon County in the exercise of similar powers.
- 6.4. **Obligations**. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of any party to this Agreement.
- 6.5. **Advances of Funds**. On request of the Governing Board, any party hereto may advance its public funds to the Authority for the purpose of meeting the Authority's operating expenses. Any such advance of funds shall be repaid by the Authority from revenues as they become available.

## **ARTICLE VII - COSTS**

- 7.1. **Shared Costs**. All costs which were properly budgeted and which were incurred by the Authority in connection with the operation of the Redwood Transit System, less fare box revenues and other sources of funds, shall be shared by the parties on the following basis: County fifty percent (50%) and participating cities fifty percent (50%). The portion to be paid by each city shall be determined by its population relative to the other participating cities, as shown by the latest U.S. Census or by another source of official population data designated by the Governing Board. In the event that the population of the unincorporated area of the County increases or decreases five percent (5%) or more from such population as shown by the 1980 U.S. Census, the cost sharing formula provided for herein shall, on request of any party hereto, be renegotiated among the parties to more accurately reflect their respective populations.
- 7.2. **Non-Shared Costs**. The Authority and any party hereto may enter into a contract for transit services to be provided by the Authority which are not otherwise provided for in the budget adopted by the Authority for operation of the Redwood Transit System. Any costs incurred by the Authority in providing such contract services shall be the sole responsibility of the party requesting such services, and the terms of payment and other terms for the provision of such services shall be as provided in said contract.
- 7.3. **Source of Funds**. Each party hereto shall individually determine whether to pay its share of the costs determined in accordance with Sections 7.1 and 7.2 of this Article from Mills-Alquist-Deddeh Act allocations or from other appropriate fund.

## **ARTICLE VIII - ADDITIONAL MEMBERS**

- 8.1. Additional Members.** Additional general purpose governments within the County may become parties to this Agreement on approval of the parties hereto and on such terms and conditions as are mutually agreed upon. Any new member will be represented on the Board by the addition of one (1) member and one (1) alternate, as provided in Section 3.2 hereof.

## **ARTICLE IX - TERMINATION**

- 9.1. Term.** This Agreement shall become effective on the date first above written and shall continue in effect until rescinded or terminated by agreement of the parties.
- 9.2. Disposition of Assets.** On the termination of this Agreement, all surplus money of the Authority shall be returned to the parties hereto in proportion to the contributions each made.

All other property of the Authority, both real and personal, shall be divided in a manner agreed upon by the parties.

## **ARTICLE X - WITHDRAWAL**

- 10.1. Withdrawal.** Any member may withdraw from this Agreement by sending written notice of such decision to all other parties hereto. Such notice will become effective only at the end of the full fiscal year next commencing after the date the notice is given, unless the notice is earlier rescinded. The giving of such notice does not relieve such party from its obligations hereunder prior to the effective date of such notice.

## **ARTICLE XI - MISCELLANEOUS**

- 11.1. Notices.** Notices required to be given hereunder shall be delivered to:

Arcata: City Manager, City of Arcata, 736 "F" Street, Arcata, California 95521.

Fortuna: City Manager, City of Fortuna, City Hall, Fortuna, California 95540.

Eureka: City Manager, City of Eureka, City Hall, Eureka, California 95501.

Rio Dell: City Clerk, City of Rio Dell, 125 Wildwood Drive, Rio Dell, California 95562.

Trinidad: City Clerk, City of Trinidad, Drawer "N", Trinidad, California 95570.

County: County Administrative Officer, County of Humboldt, Courthouse, Eureka, California 95501.

- 11.2. Headings.** The section headings in this Agreement are for convenience only and are not to be construed as modifying or governing the language in the sections so headed.

**11.3. Consent.** Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

**11.4. Law Governing.** This Agreement is made in the State of California and is to be construed in accordance with the laws thereof.

**11.5. Partial Invalidity.** If any of the terms, provisions, sections, promises or conditions of this Agreement be to any extent adjudged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, the remaining terms provisions, sections, promises and conditions shall not be affected thereby; and shall be valid and enforceable to the fullest extent permitted by law..

**11.6. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

**11.7. Counterparts.** This Agreement amendment may be executed by the parties hereto in counterparts it not being necessary that all of the parties hereto execute the same copy hereof, and each counterpart so executed shall be deemed a duplicate original and of full and binding force and effect.

**IN WITNESS WHEREOF**, the Members of the Humboldt Transit Authority have approved this Amended and Restated Joint Powers Agreement and execute this Agreement as of the dates written below.

*(Signatures on following pages)*

**CITY OF ARCATA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_

**CITY OF EUREKA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_

**CITY OF FORTUNA**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_

**CITY OF RIO DELL**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_



**CITY OF TRINIDAD**

By: \_\_\_\_\_

\_\_\_\_\_, Mayor

Attest:

By: \_\_\_\_\_

\_\_\_\_\_, City Clerk

Dated: \_\_\_\_\_

**COUNTY OF HUMBOLDT**

By: \_\_\_\_\_

\_\_\_\_\_, Chair of the Board

Attest:

By: \_\_\_\_\_

\_\_\_\_\_, Clerk of the Board

Dated: \_\_\_\_\_