

JOINT EXERCISE OF POWERS AGREEMENT

AMONG THE CITY OF ARCATA, THE CITY  
OF FORTUNA, THE CITY OF EUREKA AND  
THE COUNTY OF HUMBOLDT, CREATING THE  
HUMBOLDT TRANSIT AUTHORITY

THIS AGREEMENT, dated January 28, 1975, by and among the City of Arcata, herein called "Arcata", the City of Fortuna, herein called "Fortuna", the City of Eureka, herein called "Eureka", and the County of Humboldt, herein called "County",

W I T N E S S E T H:

WHEREAS, Humboldt County, including the urbanized area bounded by Little River on the north and the Eel River on the south, is an area which as a result of urban development and other factors has substantial public transportation needs and problems; and

WHEREAS, pursuant to the Mills-Alquist-Deddeh Act and regulations adopted pursuant thereto, the Humboldt County Association of Governments is required to prepare a Regional Transportation Plan for the County of Humboldt; and

WHEREAS, the Humboldt County Association of Governments entered into an agreement with the Department of Transportation of the State of California for the preparation of said Regional Transportation Plan and certain reports and studies incidental thereto; and

WHEREAS, Technical and Citizen Advisory Committees were established to assist in guiding said reports and studies; and

WHEREAS, said reports and studies recommended the immediate implementation of certain regional transit systems to serve the said mid-Humboldt County area; and

WHEREAS, the parties hereto recognize that the exigencies of said public transportation problems within their respective jurisdictions require that the parties hereto coordinate their efforts in solving said problems by forming

a joint powers authority to implement the recommendations of said reports and studies and said Regional Transportation Plan.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the parties hereto do hereby agree as follows:

#### ARTICLE I - DEFINITIONS

Section 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.

Section 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.

Section 1.3. "Authority". "Authority" means the Humboldt Transit Authority created pursuant hereto.

Section 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.

#### ARTICLE II - GENERAL PROVISIONS

Section 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 implementing the Mass Transportation Element of the Regional Transportation Plan as the same is applicable to the geographical territory over which the Authority has jurisdiction pursuant to Section 2.2 hereof, and of financing, acquiring, constructing, managing, operating and maintaining regional mass transit systems excluding intra-city systems unless the consent of the city is first obtained, and related facilities for the providing of public transit services, and for the purpose of applying for and receiving grants and/or loans pursuant to the Mills-Alquist-Deddeh Act and Federal Law. Each of the parties hereto is authorized to exercise such powers pursuant to its organic law.

Section 2.2. Geographical Jurisdiction. The jurisdiction of the Authority shall extend to all territory lying within the County of Humboldt.

widening  
use of the  
implem

ARTICLE III - CREATION AND OPERATION OF THE AUTHORITY

Section 3.1. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Humboldt Transit Authority"; herein called "Authority". The Authority is a public entity separate and apart from Arcata, Fortuna, Eureka, and County.

Section 3.2. Governing Board. The Authority shall be administered by a Governing Board, initially consisting of five (5) members. One (1) member shall be appointed by the City Council of Arcata from its Council, one (1) member shall be appointed by the City Council of Fortuna from its Council, one (1) member shall be appointed by the City Council of Eureka from its Council and two (2) members shall be appointed by the Board of Supervisors of the 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 to 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.

Section 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 each month. 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.

Section 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).

Section 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 and County.

Section 3.6. Quorum. A majority of the Governing Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time provided that at least three (3) of the signators to the Agreement are represented; provided that the affirmative vote of a least three (3) members of the Governing Board shall be necessary for the approval of any action of the Governing Board.

Section 3.7. Rules. The Governing Board of the Authority will adopt and amend as necessary such rules and regulations for the conduct of its meetings and affairs as are necessary for the purpose of accomplishing its stated purposes.

#### ARTICLE IV - OFFICERS

Section 4.1. Chairman, Vice-Chairman and Secretary. The Governing Board shall elect a Chairman and 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 normal to said officer; and

(a) The Chairman shall sign all contracts on behalf of the Authority, and perform such other duties as may be imposed by the Governing Board;

(b) The Vice-Chairman shall act in the absence of the Chairman; and

(c) 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 and County, and cause a copy of this Agreement to be filed with the Secretary of State pursuant to the provisions of the Act.

Section 4.2. Treasurer. The Treasurer of the County is hereby designated as the Treasurer of the Authority, and as the depository to have custody of all the money of the Authority from whatever source. The Treasurer, and

the officer performing the functions of Auditor or Controller, who shall be the Auditor-Controller of the County, shall have the duties and obligations set forth in Section 6505 and 6505.5 of the Act and shall assure that there shall be 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.

Section 4.3. Bonding Persons Having Access to Property. From time to time the Governing Board shall designate the public officers or persons, in addition to the Treasurer and Auditor-Controller, having charge of handling or having access to any property of the Authority, and the amount of their official bond, pursuant to Section 6505.1 of the Act.

#### ARTICLE V - ADMINISTRATIVE ENTITY

Section 5.1. County Designated as Administrative Entity. The County of Humboldt is hereby designated by the Authority as the administrative entity for the purposes of program development and implementation, subject to program policy formulation by the Governing Board, pursuant to Section 6508 of the Act.

Section 5.2. Annual Budget. The County of Humboldt shall submit its annual budget for said program development and implementation to the Governing Board of the Authority for its approval pursuant to Section 6508 of the Act.

Section 5.3. Expenditures of Administrative Entity Obligations of Authority. All expenditures made by the administrative entity for program development and implementation shall be an obligation of the Authority and shall be reimbursed by the Authority to the administrative agency; provided, the annual budget of said administrative agency, approved by the Governing Board of the Authority, authorized such expenditures.

#### ARTICLE VI - POWERS

Section 6.1. Common Powers. The Authority shall have the powers common to Arcata, Fortuna, Eureka and County, to finance, acquire, construct, manage, operate and maintain regional transit systems and related facilities for the

providing of public transit services.

Section 6.2. Inclusive Powers. The powers set forth in Section 5.1 of this Agreement shall include, but not be limited to, the following powers:

(a) To implement appropriate portions of the Regional Transportation Plan;

(b) To manage effectively public transit systems and related facilities serving the geographical area over which the Authority has jurisdiction in conformance with the Regional Transportation Plan;

(c) Directly or by contract, to acquire facilities and to operate and maintain new and existing facilities as required by the Regional Transportation Plan;

(d) To apply for, accept and utilize grants or other funds from any source for public transit purposes;

(e) To raise revenues, including the establishment of tariff schedules, for transit services; and

(f) To incur short-term indebtedness.

Section 6.3. Exercise of Powers. The Authority is hereby authorized, in its own name to do all acts necessary for the exercise of said common powers, including said inclusive powers, which acts may include, but are not limited to, the following:

(a) To make and enter contracts;

(b) To acquire, construct, manage, maintain or operate any facilities or improvements;

(c) To acquire, hold and dispose of property;

(d) To incur debts, liabilities or obligations which do not constitute a debt, liability or obligation of Arcata, Fortuna, Eureka or County;

(e) To sue and be sued in its own name; and

(f) To invest, in accordance with the provisions of Section 6509.5 of the Act, money in the treasury of the Authority that is not required for the immediate necessities of the Authority.

Section 6.4. Restrictions on Exercise of Powers. The above set forth powers shall be exercised in the manner provided in the Act and shall be

subject, in accordance with Section 6509 of the Act, to the restrictions upon the manner of exercising such powers as are imposed upon County in the exercise of similar powers.

Section 6.5. Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of either Arcata, Fortuna, Eureka or County.

#### ARTICLE VII - COST SHARING BASIS

Section 7.1. Initial Administrative Fund. The members agree that an initial contribution shall be made to an administrative fund to cover the costs of commencing operation. These costs shall be shared as provided in Section 7.2.

Section 7.2. Sharing of Total Costs. Total costs of the regional system (less fare box receipts and other sources of funds) shall be shared on the following basis: County of Humboldt 50 percent; participating cities 50 percent. The portion provided by each participating city shall be based on the latest U.S. Census unless other source of official population data is agreed upon by the Board.

Section 7.3. Funding. All funding of the project is to come from SB 325 funds provided under the Mills-Alquist-Deddeh Act or other appropriate source of funds as may be individually determined by each participating entity.

#### ARTICLE VIII - ADDITIONAL CITY MEMBERSHIP

At any time after the signing of this Agreement additional cities within the County of Humboldt may become a party to the Agreement upon approval of the parties hereto, and upon such terms and conditions as are mutually agreed upon. Such city newly joining the Agreement will be represented on the Board by the addition of one (1) member.

#### ARTICLE IX - TERMINATION

Section 9.1. Term. This Agreement shall be effective on the date hereof and shall continue until rescinded or terminated by agreement of the parties hereto.

Section 9.2. Disposition of Assets. On the termination of the term hereof, all surplus money of the Authority shall be returned in proportion to the contributions received. All property of the Authority, both real and personal, shall be divided in a manner agreed upon by the parties at termination.

#### ARTICLE X - WITHDRAWAL

If any member determines to unilaterally withdraw from this Agreement, such withdrawal shall be effective only upon one (1) year's notice. The notice is to be given and commence to run at the commencement of the next full fiscal year.

#### ARTICLE XI - MISCELLANEOUS PROVISIONS

Section 11.1. Notices. Notices hereunder shall be sufficient if 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, Post Office Box 1018,  
Eureka, California 95501.

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

Section 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 section referred to.

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

Section 11.4. Law Governing. This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed.

Section 11.5. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall



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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF ARCATA

Alexandra Fairless  
MAYOR OF ARCATA

ATTEST:

John Delle  
CITY CLERK OF ARCATA

(SEAL)

CITY OF FORTUNA

Ray E. Stewart  
MAYOR OF FORTUNA

ATTEST:

John Boerger  
CITY CLERK OF FORTUNA

(SEAL)

CITY OF EUREKA

Robert A. Trost  
MAYOR OF EUREKA

ATTEST:

Patricia A. Banducci  
CITY CLERK OF EUREKA

(SEAL)

COUNTY OF HUMBOLDT

Ernie C. Rimmer  
Chairman, Board of Supervisors

ATTEST:

ATTEST:

FRED J. MOORE, Jr. County Clerk

By Charles Hayes  
Deputy

(SEAL)