

**JOINT POWERS AGREEMENT BETWEEN CITY OF TRACY,
COUNTY OF ALAMEDA & CITY OF LIVERMORE CREATING THE
ALTAMONT REGIONAL TRAFFIC AUTHORITY**

This is a Joint Exercise of Powers Agreement by and between the County of Alameda ("Alameda") a political subdivision of the State of California, the City of Tracy ("Tracy") a municipal corporation and the City of Livermore ("Livermore") a municipal corporation, and is dated for convenience of the parties this 7th day of OCTOBER, 1999.

RECITALS

WHEREAS, Tracy, Alameda and Livermore desire to work cooperatively to provide funding for alternative forms of transportation to facilitate trip reduction programs in the I-580, I-205, I-5, state route 120, state route 84, and I-680 commute corridors of Alameda County and San Joaquin County and to finance, engineer and construct regional traffic improvements where necessary; and

WHEREAS, Tracy, Alameda and Livermore have determined that the creation of a Joint Powers Authority is the most appropriate manner in which to accomplish their collective goals while at the same time accommodating their individual interests; and

WHEREAS, California Government Code Section 6500 et seq., provides that Tracy, Alameda and Livermore may, by agreement, jointly exercise any power common to them, and it is the intent of these parties to so fully utilize these statutory authorities to enter into this Agreement.

C-2000-267

1. Joint Powers Authority Created

There is hereby created the City of Tracy/County of Alameda/City of Livermore Joint Powers Authority ("the Authority" or "the JPA") to exercise in the manner set forth in this Agreement the powers common to each of the signatory parties. The primary purpose of the Authority shall be the collection and expenditure of Transportation Impact Fees as further described herein. The members of the Authority are: City of Tracy, California; the County of Alameda, California; and the City of Livermore, California. The Authority shall be a public entity separate from the Agencies. No debt, liability or obligation of the Authority shall constitute a debt, liability or obligation of any Agency and each Agency's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Agencies may otherwise agree. Unless the exercise of any power or the carrying out of any act is required by the laws of the state to be exercised or carried out in a certain manner, any conflict between such laws or the provisions of this Agreement must be resolved by application of the more stringent provision or requirement.

2. Boundaries

The boundary of the Authority shall be the boundaries of the City of Tracy and the City of Livermore and their respective spheres of influence as they may be amended and/or determined by LAFCO and the East Alameda County Planning Area.

3. Powers

The Authority shall have the following powers to be exercised in accordance with the provisions of the laws of California:

- a. to make and enter into contracts;

- b. to apply for and accept grants, advances and contributions;
- c. to provide funding to public or private entities for the acquisition of property, and/or to facilitate financing, planning, design and construction of regional traffic mitigation improvements, as described and defined herein;
- d. to employ or contract for the services of agents, consultants and such other persons or firms as necessary;
- e. to promulgate recommendations governing the establishment and management of fees on new development, including, without limitation, the construction, management, maintenance, operation and control of any public or private facilities established pursuant to this Agreement;
- f. to acquire, hold or dispose of property, including exercise of the power of eminent domain under the provisions of Code of Civil Procedure sections 1230.010 et seq. or other applicable laws of the State of California, as these sections exist and as they may be amended from time to time;
- g. to sue and be sued in its own name;
- h. to incur debts, liabilities or obligations, subject to limitations herein set forth;
- i. to adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement;
- j. to adopt annually a budget setting forth all administrative, operational and capital expenses for the Authority, together with the apportionment of such expenses by levy against each Agency to the extent as set forth herein.
- k. to carry out any function or collect and disburse any funds as provided in that certain agreement entitled "Settlement Agreement" dated _____ December 31, 1998, by and between the City of Livermore, City of Tracy, Lakeside Tracy Associates, County of Alameda and the Sierra Club.

I. Without limitation of Section 4 of the Settlement Agreement, Authority shall not undertake the review of, or comment upon individual proposed development projects within member agency jurisdiction, and member agencies shall have no obligation to submit proposed development projects for review by this authority.

4. Organization

The authority shall be governed by a Board of Directors which shall exercise all powers and authority on behalf of the Authority. The Board is empowered to establish its own procedures. The Board may do any and all things necessary to carry out the purposes of this Agreement.

a. Board Members

The Board shall consist of one (1) member of the governing body of each of the Agencies. Upon execution of this Agreement, the governing body of each Agency shall by resolution or other appropriate action appoint its representative to serve on the Board and one of its members to serve as an alternate member of the Board after his or her appointment, until a successor is selected. Each member and alternate shall serve at the pleasure of the governing body of the appointing Agency. Any change in appointment of a member or alternate shall be by resolution of the governing body of the appointing Agency.

b. Vote

Each Board Member shall have one vote. Any action of the Board must be by unanimous vote of the Board.

c. Meetings of the Board

(1) Regular Meetings

The Board shall hold at least one regular meeting each year. The date, hour and place at which each such regular meeting shall be held shall be fixed by resolution of the Board.

(2) Special Meetings

Special meetings of the Board may be called in accordance with applicable law.

(3) Notice of Meetings

All meetings of the Board shall be held subject to the provisions of Ralph M. Brown Act, sections 54960 et seq. of the California Government Code, and applicable laws and regulations of the of the County of Alameda, the City of Livermore and the City of Tracy.

(4) Minutes of Meetings

The Board shall cause minutes of all meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each Agency.

d. Bylaws

The Board shall adopt by resolution from time to time such by-laws, rules or regulations for the conduct of its affairs as may be required.

5. Budget

The fiscal year of the Authority shall be the year beginning July 1 and ending June 30. For each fiscal year, the Authority shall adopt a budget in accordance with applicable laws. A unanimous vote of the Authority Board shall be necessary for a budget to be adopted. At the same time as the budget is adopted, the Authority shall establish the dues of each Agency, if necessary.

Surplus funds generated by the Authority shall be credited against future dues of the Agencies, or may be returned to the Agencies in proportion to the contribution of each Agency during the term of this Agreement.

6. Administrative Services of the JPA

The Authority shall appoint a Finance Officer to serve the combined functions of the treasurer and auditor pursuant to California Government Code section 6506.6 as it now exists or as it may be amended from time to time. The Finance Officer shall serve as the depository and have custody of all Authority funds from whatever source, and shall perform the following functions in accordance with applicable law:

a. Receive and receipt for funds for the Authority and place them in appropriate accounts of a financial institution, checking accounts or interest bearing government accounts to the credit of the Authority, and invest any surplus funds in accordance with Government Code section 53601 or applicable law, as that section exists or as it may be amended from time to time;

b. Draw warrants or otherwise be responsible to certify the payment of demands against the Authority when approved by the Authority or by a person authorized by the Authority to so approve;

c. Pay any sums due from Authority money, or any portion thereof, only upon warrants or other equivalent certification pursuant to procedures established by the Authority;

d. Verify and report in writing on the first day of October, January April and July of each year to the Authority, as well as the amount of receipts and the amount paid out since the last report to the Authority; and

e. Pursuant to Government Code section 6506.6 or applicable law, as it may be amended from time to time, the Finance Officer shall cause an independent audit of the accounts and records to be conducted by a certified public accountant or public

accountant. This independent audit shall comply with the requirements of section 6505 of the Government Code or other applicable law, as it now exists or as it may be amended from time to time. 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 or applicable law, as it now exists or as it may be amended from time to time. The audit shall conform to generally accepted auditing standards.

f. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be transferred to the successor public entity. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, and property remaining upon termination of the Authority and after payment of all obligations, shall be returned in proportion to the contribution of each Agency during the term hereof.

7. Study Of Regional Impacts.

The purpose of the Authority will also be to undertake a study of the regional transportation impacts resulting from residential development in the Central Valley serving the local and Bay Area employment base. The study will, to the extent of funding available, identify: (1) additional specific programs and physical improvements necessary to help alleviate congestion in Alameda and San Joaquin Counties along the I-580, I-680, state route 84, I-205, I-5, and state route 120 commute corridors; (2) regional mass transit needs for inter-county commute trips; and (3) trip reduction and transportation systems management practices for Major Development Projects in the jurisdiction of the parties.

For purposes of this Agreement a Major Development Project is defined as:

- a. A residential project in excess of one hundred (100) detached single family dwelling units.
- b. A commercial office project in excess of 250,000 square feet of gross leasable area.
- c. An industrial project in excess of 10 acres.
- d. A mixed use development project with any one use exceeding the parameters described in Sections a, b or c above.


Upon the completion of the study of regional transportation impacts, the Authority shall conduct a noticed public hearing and shall make specific recommendations to its member agencies. If such recommendations involve the payment of fees by Major Development Projects, the Authority shall comply with the provisions of Sections 6600 *et seq.*, of the Government Code insofar as is necessary to:

- (i) identify the purpose of the fee;
- (iii) identify the use to which the fee is to be put;
- (iii) determine the reasonable relationship between the fees' use and the type of development project on which the fee is imposed;
- (iv) determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

In recommending to its member agencies the adoption of a fee, the Authority shall consider and credit such member agencies for fees already imposed for the regional transportation measures. By way of example only, Livermore and Alameda County currently charge a Tri-Valley Transportation Commission Fee (TVTC) of \$1,500 per dwelling unit and Tracy imposes a similar fee of \$1,500 per dwelling unit on the Tracy Hills Project.

DATED:

COUNTY OF ALAMEDA
State of California

By: 
Its: Chairman, Board of Supervisors

APPROVED AS TO FORM:


LORENZO E. CHAMBLISS

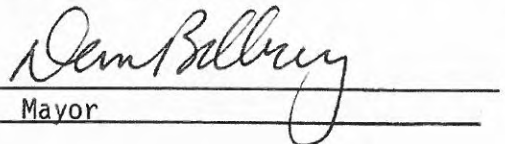
ATTEST:

Clerk of the Board of Supervisors

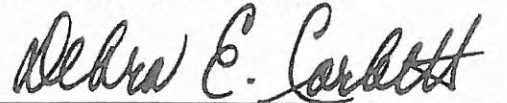
By 
Deputy Clerk

DATED:

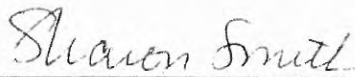
CITY OF TRACY, a Municipal Corporation
State of California

By: 
Its: Mayor

APPROVED AS TO FORM:


Debra E. Corbett, City Attorney

ATTEST:

By 
City Clerk

DATED:

CITY OF LIVERMORE, a Municipal Corporation
State of California

By: Gerald M. Puler
Its: city manager

APPROVED AS TO FORM:

Norman King Bd

ATTEST

By: Ann Calvert
City Clerk