

JOINT POWERS AGREEMENT
PROVIDING A PUBLIC TRANSPORTATION SYSTEM
WITHIN THE COUNTY OF COLUSA

THIS AGREEMENT, made this 10th day of January, 2006, by and between the COUNTY OF COLUSA, a political subdivision of the State of California, hereinafter referred to as "County", and the Cities of Williams and Colusa, hereinafter referred to as "Cities".

WITNESSETH:

WHEREAS, the Transportation Development Act of 1971 (Government Code 29530 et seq.) provides for the transfer of transportation funds to local governmental entities; and

WHEREAS, the County and Cities are recipients of funds made available to local government agencies under and by virtue of said act; and

WHEREAS, the County and Cities are desirous of continuing to combine their funds so as to allow a more efficient use thereof; and

WHEREAS, the County and Cities are desirous of developing a public transportation system that will serve the needs of the people within the community affected;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. PURPOSE. The purpose of this Agreement is to continue to provide for a joint exercise of powers for the purpose of providing and maintaining a public transportation system within the County of Colusa, including the Cities.

2. FUNDING. The parties hereto shall make annual claims to the Colusa County Transportation Commission for each party's proportionate share of funds, based upon population ratios, to operate and maintain the above-described system pursuant to the provisions on the Transportation Development Act of 1971. Each party agrees to fund the same proportion

necessary to support the annual budget to operate and maintain the transit system.

3. COLUSA COUNTY TRANSIT AGENCY. There has been established and has continued in existence from the date of its creation, the Colusa County Transit Agency (CCTA). The membership of said agency shall consist of three members appointed by the Colusa County Board of Supervisors, two members appointed by the Colusa City Council, and one member appointed by the Williams City Council. The CCTA shall have the responsibility of adopting policy and assuming overall responsibility of the transportation system. Such policies and responsibilities shall extend to such areas as:

- a. Approving levels of service;
- b. Establishment of fares;
- c. Oversee and review the operation of the system;
- d. Adopt an annual budget;
- e. Acquire vehicles, structures or other improvements to be used in the system;
- f. See appropriate funding for the system;
- g. Make and enter into contracts; and
- h. Incur debts, liabilities and obligations which shall be solely the debts, liabilities and obligations of the CCTA.

4. OPERATION. The day-to-day operation of the transportation system provided hereunder shall be under the control and management of the Colusa County Department of Public Works. All personnel shall be County employees. The powers and duties of said management shall include, but not be limited to:

- a. Hiring and discharge of personnel;
- b. Own, maintain and operate vehicles;
- c. Apply for and receive insurance;

- d. Own, manage, maintain and operate any buildings, works or improvements pertaining to the transportation services; and
- e. Submit proposed annual budget to CCTA and maintain accounts for necessary fiscal and performance audits.

5. FINANCE. The Treasurer of the County of Colusa shall act as Treasurer for the CCTA and shall be the depository and have custody of all monies of the Agency. The Auditor of the County of Colusa shall have authority to draw warrants to pay demands against CCTA upon approval by said Agency, and shall strictly account for all funds and provide reports of all receipts and disbursements pursuant to the requirements set forth in Section 6505 of the California Government Code.

6. TERMINATION.

- a. Any party hereto may terminate this Agreement by giving notice thereof to the other parties and to the Colusa County Transportation Commission at least ninety days in advance thereof.
- b. Should such funds, which are disbursed to the parties hereto pursuant to the provisions of the Transportation Development Act, be discontinued for any fiscal year to any of the parties hereto, then this Agreement shall be deemed terminated effective the last day of the fiscal year immediately preceding.
- c. Notwithstanding subdivisions a. and b. above, this Agreement shall automatically terminate on April 22, 2011 unless action is taken by the County and Cities for renewal.
- d. This Agreement may be renewed for an additional five (5) year period beyond the termination date above-described, provided the parties hereto agree to the renewal in writing no later than ninety (90) days prior to said termination date.

e. In the event of termination, and after all monetary obligations have been met, any remaining funds shall be returned to the Colusa County Transportation Commission and credit shall be given to each party hereto in proportion to such party's contribution of allocated funds to the program.

7. AMENDMENT. This Agreement may be amended in writing from time to time upon mutual agreement of the parties hereto.

COUNTY OF COLUSA

Christy K. Scofield
Christy K. Scofield, Chairman of
the Board of Supervisors,
County of Colusa, State of
California

ATTEST: KATHLEEN MORAN
County Clerk and Ex-Officio
Clerk to the Board of
Supervisors

By: Ann Bradley
Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts
Henry E. Rodegerdts
County Counsel

CITY OF COLUSA

By: [Signature]

CITY OF WILLIAMS

By: [Signature]