

JOINT EXERCISE OF POWERS AGREEMENT

**BETWEEN
THE
COUNTY OF CONTRA COSTA
AND
THE CITIES OF
ANTIOCH, BRENTWOOD, OAKLEY, AND PITTSBURG**

**FOR THE TRANSPLAN COMMITTEE:
THE REGIONAL TRANSPORTATION PLANNING COMMITTEE
FOR EASTERN CONTRA COSTA COUNTY**

THIS AGREEMENT is made and entered into this 17th day of August 1999, by and between the **COUNTY OF CONTRA COSTA**, hereinafter referred to as the "COUNTY", and the cities of **ANTIOCH, BRENTWOOD, OAKLEY, and PITTSBURG**, hereinafter referred to as the "CITIES", for the purposes of establishing a multi-jurisdictional transportation planning process for eastern Contra Costa County consistent with the Contra Costa Transportation Improvement and Growth Management Expenditure Plan, hereinafter referred to as **MEASURE C**, and Ordinance No. 88-01 of the **CONTRA COSTA TRANSPORTATION AUTHORITY**, hereinafter referred to as the "AUTHORITY".

RECITALS

1. Article I of Chapter 5 of Division 7 of Title I of the California Government Code authorize the **COUNTY** and **CITIES** to create a joint exercise of powers to establish a joint policy steering committee with the power to jointly exercise certain powers common to the **COUNTY** and **CITIES**.
2. Measure C-1988 requires all jurisdictions to participate in a cooperative multi-jurisdictional planning process, and requires jurisdictions to jointly determine the appropriate measures and programs for mitigation of regional traffic impacts, and implement an Action Plan for Routes of Regional Significance, hereinafter referred to as the **ACTION PLAN**.
3. Through a joint exercise of powers agreement for the **TRANSPLAN** Committee executed in 1991, the **COUNTY** and **CITIES** have established a multi-jurisdictional transportation planning process for the eastern portion of Contra Costa County.

4. The intent of this updated joint exercise of powers agreement, hereinafter referred to as the AGREEMENT, is to acknowledge the ongoing multi-jurisdictional transportation planning process between the COUNTY and CITIES, to reaffirm the TRANSPLAN Committee as the Regional Transportation Planning Committee for eastern Contra Costa County, as prescribed under the Measure C-1988 Growth Management Program, to include the newly incorporated City of Oakley as a party to the AGREEMENT, and to update the responsibilities and authority assigned to the TRANSPLAN Committee.

SECTION I.

Responsibilities and Authority of the TRANSPLAN Committee:

1. The COUNTY and CITIES agree to assign the following responsibilities to the TRANSPLAN Committee (see TRANSPLAN Committee Administrative Procedures for further details):
 - a. Coordination - Review and coordinate transportation plans and transportation project proposals within or that effect eastern Contra Costa County in an area within the boundaries set forth in Exhibit A.
 - b. Advise Commission - Advise the Authority on all matters concerning MEASURE C-1988, and on programming of State and Federal transportation funds in eastern Contra Costa County.
 - c. Regional Forum - Provide the jurisdictions, agencies, and residents of eastern Contra Costa County with a forum to address regional transportation issues and other transportation matters, convey information on these issues to jurisdictions, agencies, and residents, and foster regional efforts to reduce traffic congestion.
2. The COUNTY and CITIES agree to assign to the TRANSPLAN Committee the following authority:
 - a. Accept, review, authorize and conduct transportation related studies and reports;
 - b. Review transportation and land use plans and/or policies and recommend changes thereto;
 - c. Develop regional strategies, plans, or programs to meet Measure C-1988 requirements;
 - d. Assess transportation needs in eastern Contra Costa County;

- e. Advise the COUNTY and CITIES on transportation issues which impact the jurisdictions and the region;
- f. Coordinate and advocate the region's response to local, state, and federal agencies concerning transportation issues;
- g. Appoint the region's representative(s) to the AUTHORITY's Board, Committees and/or Subcommittee;
- h. Prepare the region's advisory recommendations to the AUTHORITY concerning all transportation related programs, policies, and regulations;
- i. Hold and conduct regular public monthly meetings and adopt Administrative Procedures.
- j. Gather and collect all necessary information and data; and
- k. Adopt annual work program and budget to accomplish the foregoing purposes.

SECTION II.

The COUNTY and CITIES agree to:

- 1. Acknowledge and reaffirm that the TRANSPLAN Committee is the Regional Transportation Planning for eastern Contra Costa County.
- 2. Use the existing TRANSPLAN TAC, hereinafter referred to as the TAC, to prepare recommendations on matters of business before the TRANSPLAN Committee.
- 3. Conduct TRANSPLAN Committee and TAC activities in accordance with duties and powers described in SECTION I and Administrative Procedures the TRANSPLAN Committee may adopt.
- 4. Designate staff from Contra Costa County Community Development Department, as the designated Project Manager for the TRANSPLAN Committee or designate a Project Manager by other means as determined by the TRANSPLAN Committee.
- 5. Assign the Project Manager the following responsibilities to provide staff services and program management activities, subject to TRANSPLAN Committee consent or approval, including, but not limited to:

- a. To make and enter into contracts;
- b. To apply for and accept grants, advances and contributions;
- c. To employ and contract for services of consultants, engineers, attorneys, agents, and such other persons when necessary to accomplish the foregoing purposes.
6. To adopt an annual work program and budget for the activities of the TRANSPLAN Committee.

SECTION III.

The COUNTY in its capacity as Project Manager agrees to:

1. Provide staff support for all activities related to the TRANSPLAN Committee and TAC. Staff support shall include the preparation and distribution of agenda materials, and coordination of TRANSPLAN Committee activities with other member jurisdictions, other public agencies, community groups, the AUTHORITY, and other Regional Transportation Planning Committees.
2. Draft an annual work program and budget for approval by the TRANSPLAN Committee.

SECTION IV.

The CITIES agree to:

Beginning in Fiscal Year 1999/00 to pay the COUNTY or, another Project Manager if appropriate, their pro-rata share of the annual cost for providing staff support and services to the TRANSPLAN Committee, according to a five-way split among the five jurisdictions setting each jurisdiction's funding contribution at 20% cost shares. Within 30 days of the effective date of this AGREEMENT, or within 30 days of receiving an invoice from the COUNTY payment to the COUNTY shall be due. The pro-rata share is apportioned as follows any subsequent changes the pro-rata share of costs shall be re-negotiated and agreed to by COUNTY and CITIES by letter agreement.

SECTION V.

It is mutually agreed by COUNTY and CITIES

1. Term: The term of this AGREEMENT shall remain in effect until terminated, as provided in Section V , paragraph 2.

2. Termination: COUNTY or CITIES, upon sixty days written notice to the Chair of the TRANSPAN Committee, may withdraw from this AGREEMENT; provided that the withdrawing party shall be liable for its proportionate share of any expenses incurred up to the date of the notice of termination is received; and provided further that in no event shall a withdrawing party be entitled to a refund for all or any part of its contribution made under Section III.

3. Indemnity: It is mutually understood and agreed, relative to mutual indemnification of the COUNTY and CITIES:

a. That neither COUNTY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done under or in connection with any work, authority or jurisdiction delegated to the CITIES under the AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITIES shall fully indemnify and hold the COUNTY harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by the CITIES under this AGREEMENT or in conjunction with any work, authority, or jurisdiction delegated to the CITIES under this AGREEMENT.

b. That neither the CITIES, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under the AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold the CITIES harmless from any liability for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by COUNTY under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to the COUNTY under this AGREEMENT.

4. Notices: Any notice which may be required under the AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto:

5. Additional Acts and Documents: Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the AGREEMENT.

6. Integration: This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter hereof, all such agreements entered into prior hereto are revoked and superseded by this AGREEMENT, and representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

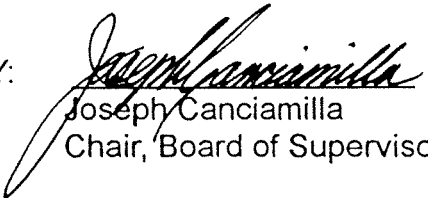
8. Independent Agency: COUNTY renders its services under this AGREEMENT as an independent agency. None of the COUNTY's agents or employees shall be agents or employees of the CITIES.

9. Assignment: The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the expressed written consent of the other party.

10. Binding on Successors, etc.: This AGREEMENT shall be binding upon the successors, assignees, or transferee of the COUNTY or CITIES as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

11. Severability: Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of any party to enter into or carry out, such decision shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect: provided that, the remainder of this AGREEMENT can, absent the excised portion, reasonably be interpreted to give effect to the intentions of the parties.

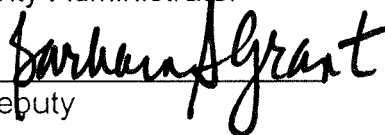
COUNTY OF CONTRA COSTA

BY: 
Joseph Canciamilla
Chair, Board of Supervisors

Dated: August 17, 1999

Attest:

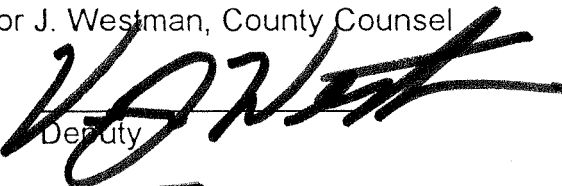
Phil Batchelor
Clerk of the Board of Supervisors
and County Administrator

BY: 
Deputy

Dated: August 17, 1999

Approved as to legal form:

Victor J. Westman, County Counsel

BY: 
Deputy

~~Dated: _____~~

CITY OF ANTIOCH

BY: Mary Rocha
Mary Rocha, Mayor

Dated: 10-6-99

Attest: L. Jolene Martin
L. Jolene Martin, City Clerk


Dated: 10-6-99

Approved as to legal form:

By: William R. Galstan
City Attorney
William R. Galstan

Dated: 10-7-99

CITY OF BRENTWOOD

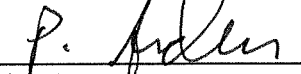
BY: 
Quintin Kidd, Mayor

Dated: 8/30/99

Attest: 
Karen Diaz, City Clerk

Dated: 8/30/99

Approved as to legal form:

By: 
City Attorney

Dated: 9/1/99

CITY OF OAKLEY

BY: Pat Anderson
Pat Anderson, Mayor

Dated: 9-7-99

Attest: Nancy Osterblad
Nancy Osterblad, City Clerk

Dated: 9-7-99

Approved as to legal form:

By: Elizabeth H. Silver
City Attorney

Dated: 9-8-99

EXHIBIT A

DESCRIPTION OF EAST COUNTY AREA

EXHIBIT "A"

The eastern portion of Contra Costa County, California, bounded on the north, east, and south by the boundary of said county, and bounded on the west by the following described line:

Beginning in Suisun Bay on the boundary of Contra Costa County at the northern prolongation of the west line of Section 5, Township 2 North, Range 1 West, Mount Diablo Meridian; thence from the Point of Beginning, along said prolongation and west lines of Sections 5 and 8 (T2N, R1W), southerly 14,225 feet, more or less, to the west quarter corner of said Section 8; thence along the midsection line of Section 8, easterly 5,280.06 feet, more or less, to the east quarter corner of said Section 8; thence along the east lines of Sections 8 and 17 (T2N, R1W), southerly 6,430 feet, more or less, to the southwest corner of PARCEL "A" of Subdivision MS 9-83 filed January 20, 1984 in Book 109 at page 10, Parcel Maps of said county, also being an angle point on the boundary of "CONCORD NAVAL WEAPONS STATION ANNEXATION" to the City of Concord certified November 1, 1966; thence along said annexation boundary as follows: (1) southeasterly 8,670.76 feet to the north line of Section 27 (T2N, R1W), (2) southeasterly 10,641.44 feet, (3) southerly 3,015.62 feet, (4) southerly 1,478.05 feet, and (5) southwesterly 817.33 feet to the south line of U.S.A. Explosive Safety Zone recorded December 27, 1977 in Volume 8645 at page 682, Official Records of said county, and shown on the Record of Survey filed January 8, 1985 in Book 76 at page 12, Licensed Surveyors Maps of said county; thence leaving said annexation boundary and following the boundary of said safety zone (also being the boundary of "BRINTON ANNEXATION" to the City of Concord certified July 15, 1987) as follows: (1) easterly 1,398.01 feet, (2) easterly 660.00 feet, (3) northerly 646.64 feet and (4) easterly 659.60 feet, to the west line of Section 1 (T1N, R1W); thence leaving the boundary of said safety zone, along said west line, southerly 2,582 feet, more or less, to the southeast corner of "BRINTON ANNEXATION" on the north right of way line of Kirker Pass Road (also being the northeast corner of "BERNSTEIN ANNEXATION" to the City of Concord certified March 29, 1972); thence continuing along the west line of Section 1 (also being the east line of "BERNSTEIN ANNEXATION"), southerly 2,300 feet, more or less, to the southwest corner of said Section 1 on the north line of "OAKHURST COUNTRY CLUB AREA ANNEXATION" to the City of Clayton certified November 30, 1987; thence leaving the boundary of the City of Concord and following the boundary of said City of Clayton annexation as follows: (1) along the south line of Section 1, easterly 5,254.46 feet, to the northeast corner of Section 12 (T1N, R1W) on Mount Diablo Meridian, (2) along said meridian, southerly 10,353.95 feet, to the northeast corner of Section 24 (T1N, R1W), (3) along the north line of Section 24, westerly 1,406.17 feet, to the northeast right of way line of Marsh Creek Road shown on the Record of Survey filed September 29, 1966 in Book 45 of Licensed Surveyors Maps at page 2, (4) along said right of way line in a general southeasterly direction 1,526.21 feet to Mount Diablo Meridian, and (5) along said meridian, southerly 936.04 feet, to the most southeastern corner of said annexation; thence leaving said annexation boundary, continuing along said meridian, southerly 72.75 feet, to the northwest corner of "OAKWOOD ANNEXATION" to the City of Clayton certified August 16, 1990; thence along the boundary of "OAKWOOD ANNEXATION" (also being the boundary of Subdivision 7259 "Oakwood" filed December 12, 1990 in Book 354 of Maps at page 5) as follows: (1) easterly 339.92

feet, (2) in a general northeasterly direction 339.14 feet, (3) in a general southerly direction 618.45 feet, (4) southwesterly 632.77 feet, and (5) westerly 215.95 feet to the southwest corner of "OAKWOOD ANNEXATION" on Mount Diablo Meridian; thence leaving said annexation boundary, along said meridian, southerly 13,854.07 feet, to National Geodetic Survey Station "Mount Diablo;" thence continuing along said meridian, southerly 15,840 feet, more or less, to the southwest corner of Section 18 (T1S, R1E); thence along the south lines of Sections 18, 17, 16, 15 and 14 (T1S, R1E), easterly 26,373 feet, more or less, to the northwest corner of Section 24 (T1S, R1E); thence along the west lines of Sections 24 and 25 (T1S, R1E), southerly 10,560 feet, more or less, to the southwest corner of said Section 25; thence along the south line of Section 25 (T1S, R1E) and the south line of Section 30 (T1S, R2E), easterly 8,575 feet, more or less, to the southwest right of way line of Morgan Territory Road shown on the map of Subdivision MS 18-86 filed February 28, 1992 in Book 157 of Parcel Maps at page 43; thence along said southwest line in a general southeasterly direction 686 feet, more or less, to the southwestern prolongation of the northwest line of Subdivision MS 31-78 filed December 31, 1980 in Book 91 of Parcel Maps at page 44; thence along said prolongation and northwest line, northeasterly 2,255.06 feet, to the west line of Section 29 (T1S, R2E); thence along said west line, southerly 1,020.02 feet, to the southwest corner of Section 29; thence along the south lines of Sections 29 and 28 (T1S, R2E), easterly 10,560 feet, more or less, to the northwest corner of Section 34, (T1S, R2E); thence along the west line of Section 34 (T1S, R2E) and the west lines of Sections 3 and 10 (T2S, R2E), southerly 14,960 feet, more or less, to the boundary of Contra Costa County.

EXCLUDING THEREFROM:

1. Those portions lying within the boundaries of incorporated cities.
2. The sphere of influence for the City of Clayton as adopted by the Local Agency Formation Commission and as shown in Exhibit I-4, page I-9 of the Clayton General Plan adopted July 17, 1985.

LH;jlg:rbt
clex:ECounty.AOB
3/31/94
4/18/94

Approved May 11, 1989
Revised September 13, 1990
Revised December 12, 1996
Revised September 9, 1999

TRANSPLAN COMMITTEE ADMINISTRATIVE PROCEDURES

ARTICLE I - THE COMMITTEE

Section 1. Name. The official name of the eastern Contra Costa County regional planning committee shall be "TRANSPLAN Committee".

Section 2. Calendar Year. The calendar year for determining terms of office shall begin on January 1, and end on December 31.

Section 3. Composition. The TRANSPLAN Committee shall be composed of representatives from the member jurisdictions, which include the City of Antioch ("Antioch"), the City of Brentwood ("Brentwood"), the City of Pittsburg ("Pittsburg"), the City of Oakley ("Oakley"), and the County of Contra Costa ("County").

Section 4. Membership. There shall be eleven (11) voting members on the TRANSPLAN Committee. Each city council shall appoint two (2) voting members, one (1) from the city council and one (1) from the planning commission. The Board of Supervisors shall appoint three (3) voting members, two from the Board of Supervisors and one from the planning commission.

Section 5. Terms of Office. Appointments to the TRANSPLAN Committee are for two-years. The appointee (TRANSPLAN Member) must remain a local elected officeholder or Planning Commissioner to serve on the TRANSPLAN Committee. If for any reason a TRANSPLAN Member is no longer an elected official or planning commissioner, his or her alternate shall serve in his or her place until a successor is named and qualified. If no qualified alternate has been appointed such TRANSPLAN Member shall continue to serve until the earlier of (1) the appointment of his or her successor, or (2) the end of the 60th day following the date such TRANSPLAN Member ceases to be an elected official or planning commissioner.

Section 6. Alternates. Each city may appoint an alternate from their city council to serve in place of the city council appointee, and may appoint an alternate from the city planning commission to serve in place of the planning commission appointee. The Board of Supervisors may appoint an alternate from the County Planning Commission, the East County Regional Planning Commission, or other County transportation committees to serve in place of the Board of Supervisors or planning commission appointee. Alternates shall serve as voting members.

Section 7. Chair. The TRANSPLAN Chair shall be elected from among the voting members by a majority vote. The term of office shall be from the date of his or her election to the end of the calendar year as established in Section 2.

Section 8. Vice Chair. A Vice Chair may be elected from among the voting members by a majority vote. The term of office shall be from the date of his or her election to the end of the calendar year as established in Section 2.

Section 9. Representation on the Contra Costa Transportation Authority. The TRANSPLAN Committee shall appoint two representatives and two alternates to the Contra Costa Transportation Authority ("CCTA"). These representatives and alternates must be from the City Councils of Antioch, Brentwood, Oakley or Pittsburg. The terms of the representatives and alternates will be set by the CCTA, thereafter, they shall serve two year terms. Representatives or alternates may be removed by an absolute two-thirds vote of the TRANSPLAN Committee (8 votes). If a representative or alternate is removed, the TRANSPLAN Committee shall appoint a replacement to fill the remainder of that individual's term as soon as possible after their removal.

Section 10. Quorum. A quorum constitutes a majority six (6) TRANSPLAN Committee members.

ARTICLE II - DUTIES

Section 1. Coordination. The TRANSPLAN Committee shall review and coordinate transportation plans and transportation project proposals within the area described in Attachment A of the Joint Exercise of Powers Agreement for TRANSPLAN..

Section 2. Advise Commission. The TRANSPLAN Committee shall advise the CCTA on all matters concerning the Transportation Improvement and Growth Management Expenditure Plan as described in Ordinance 88-01, adopted by the voters of Contra Costa County on November 8, 1988, and on programming of State and Federal transportation funds in eastern Contra Costa County.

Section 3. Regional Forum. The TRANSPLAN Committee shall provide a forum to address regional transportation issues and other transportation issues in eastern Contra Costa County, convey information on these issues to the member jurisdictions, and foster regional efforts to reduce traffic congestion.

ARTICLE III - REVIEW OF ENVIRONMENTAL DOCUMENTS

Section 1. Role of TRANSPLAN STAFF. TRANSPLAN Staff will be responsible for

maintaining a monthly **Register of Environmental Notices and Documents** that have been received by the TRANSPLAN Committee. Staff will regularly review and comment on environmental documents for regionally significant projects in East County and proposed changes to local General Plans. In general, a comment letter sent by TRANSPLAN Staff will seek to ensure that impacts on Routes of Regional Significance designated in the East County Action Plan are accurately and fully analyzed and appropriate mitigation measures are identified. The comment letter may also suggest specific mitigation measures to reduce traffic or travel demand that would be consistent with the East County Action Plan and/or other relevant adopted plans. In addition, Staff will be responsible for informing local jurisdictions of the Measure C Growth Management Program procedures to evaluate the impact that a General Plan Amendment (GPA generating more than 100 additional peak hour trips) would have on maintaining the Traffic Service Objectives for the East County Action Plan.

Section 2. Role of the TRANSPLAN TECHNICAL ADVISORY COMMITTEE. There are situations in which it is appropriate and necessary for the TRANSPLAN Technical Advisory Committee to participate more directly in the review and preparation of comments on an environmental document. This participation may take the form of assisting TRANSPLAN Staff in the review and comments on an environmental document, or, providing concurrence on a TRANSPLAN Staff-prepared comment letter. The following thresholds are to be used in determining when the TRANSPLAN Technical Advisory Committee (TAC) would be directly involved in review of an environmental document ¹:

- 1) Any proposed residential development or plan of more than 500 dwelling units;
- 2) Any commercial, industrial, or retail development or plan exceeding 250,000 square feet of floor area;
- 3) Any proposed project (public or private action) that has the potential to adversely impact the transportation system in East County, in particular the Routes of Regional Significance (e.g., road closures, expansion, or extensions).

Section 3. TRANSPLAN COMMITTEE. The TRANSPLAN Committee will receive in

¹ Development size threshold is similar to that used by Metropolitan Transportation Commission in determining whether or not to review and comment on environmental documents. It is also similar to CEQA's "project of regional significance" definition [Sec. 15206 (b) (2) (A, B,C, D and E)].

its monthly agenda packet a ***Register of Environmental Notices and Documents***. The TRANSPLAN Committee will also receive a copy of all comment letters on environmental documents prepared by Staff/TAC. There are situations in which it is appropriate and necessary for the TRANSPLAN Committee to participate more directly in the review of an environmental document based on the previously described development size threshold. The TRANSPLAN Committee will review relevant excerpts from the environmental document and the Staff/TAC-prepared comment letter on the environmental document. In some situations, the lead agency on the environmental document would be requested to make a presentation to the TRANSPLAN Committee on the proposed project's impacts on East County's regional transportation system and proposed mitigation measures to reduce these impacts. The purpose of this presentation would be informational only, so that the TRANSPLAN Committee will understand the basis for the Staff/TAC-prepared comment letter on the environmental document, and, if necessary, provide additional input on the comment letter. The request for a presentation to the TRANSPLAN Committee would be based on a recommendation from either the TRANSPLAN Committee Chair or the TRANSPLAN Technical Advisory Committee.

Section 4. ADHERENCE TO CEQA. The TRANSPLAN Committee's procedures on the review and comment on environmental documents will be done in accordance with California Environmental Quality Act (CEQA) and other applicable laws. The submittal of a comment letter on an environmental document, which is prepared by Staff or TAC, and any subsequent review of the environmental document by the TRANSPLAN Committee, will occur within the 45-day comment period establish by CEQA.

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