

**NORTH LOS ANGELES COUNTY TRANSPORTATION
COALITION**

A JOINT POWERS AUTHORITY

JOINT EXERCISE OF POWERS
AGREEMENT

EFFECTIVE May 14, 2018

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JOINT EXERCISE OF POWERS AGREEMENT OF THE “NORTH LOS ANGELES
COUNTY TRANSPORTATION COALITION”

(A JOINT POWERS AUTHORITY)

This Joint Exercise of Powers Agreement (“Agreement”) is made and entered into by and between the public entities (collectively, “Members”) whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et. Seq. of the California Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

- a. The North Los Angeles County Transportation Coalition was assembled in 1995 as a method of coordinating information and providing a forum for discussion on regional issues of mutual interest and concern amongst the cities of Lancaster, Palmdale, Santa Clarita, and the unincorporated areas of the North Los Angeles County. While the Subregion is not an organization which operates under a formal Joint Powers Agreement or Memorandum of Understanding structure, the cities and County have, nonetheless, met regularly to discuss subjects of mutual interest, consider regional programs and initiatives, and conduct studies, primarily related to transportation.
- b. A growing need for the cities and unincorporated communities of the North Los Angeles County to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure;
- c. A shift in regional funding procedures will likely result in transportation funds being allocated through the various subregions in Los Angeles County requiring a formal agreement of the cities and unincorporated communities of the North Los Angeles County to receive, allocate, and program these funds;
- d. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a formal partnership through a joint exercise of powers agreement.

- e. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and to provide recommendations and solutions to problems of common and general concern to its Members;
- f. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its Members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);
- g. Each Member is a governmental entity established by law with the full powers of government in legislative, administrative, financial, and other related fields;
- h. Each Member, by and through its legislative body, has determined that a formal organization to assist in planning and voluntary coordination among the cities is required in furtherance of the public interest, necessity and convenience; and
- i. Each Member, by and through its legislative body, has independently determined that the public interest, convenience, and necessity requires the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of a Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the California Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be North Los Angeles County Transportation Coalition (“Authority”).

Section 4. Purpose and Powers of the Authority.

- a. Purpose of Authority. *The North Los Angeles County Transportation Coalition is comprised of community leaders from the cities of Lancaster, Palmdale, Santa Clarita, and the County of Los Angeles whose mission is to improve the movement of people and goods in the North Los Angeles County region. Such efforts will include the development of policies and strategies that directly lead to the implementation of the projects and programs that address critical north county transportation issues, promote economic development, and maximize transportation funding opportunities for member jurisdictions.*

The purpose of the creation of the Authority is to provide a vehicle for the Members to coordinate regional and cooperative planning, primarily in the area of transportation and determining how to prioritize regional

transportation projects and the allocation of Measure M funds and other public monies, including building a more connective transportation system between the Member agencies. The goal and intent of the Authority is one of the voluntary cooperation among Members for the collective benefit of the cities and unincorporated County areas within the North Los Angeles County. It is recognized that each member agency will need approval from its own governing board when making changes to their respective transportation capital improvement programs. It is intended that services, programs and projects within the individual jurisdictions will remain under the authority and control of each individual agency.

- b. Common Powers. The Members establish this Authority as a separate public agency under California Government Code Sections 6500 et seq. The Authority shall have the powers common to the Members to carry out the purposes set forth in this Agreement. The Executive Director shall be the chief administrative officer of the Authority. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board. The Governing Board shall consist of 12 voting members. The Governing Board shall, in accordance with applicable law, designate a qualified person to serve as the Treasurer for the Authority and a qualified person to serve as the Auditor of the Authority. Except as otherwise authorized or permitted by California Government Code Sections 6500 et seq., and for purposes of, and to the extent required by Section 6509 of the California Government Code, the Authority is subject to the restriction on the manner of exercising the powers of the City of Lancaster. The Authority shall have the power to, and may perform all acts necessary in the exercise of the common powers including, but not limited to, the following specific powers:
- 1.) Serve as an advocate in representing the Members of the Authority at the regional, state, and federal levels on issues of importance to the North Los Angeles County.
 - 2.) Serve as a forum for the review, consideration, study, development, and recommendation of public policies and plans with regional significance;
 - 3.) Assemble information helpful in the consideration of problems peculiar to the Members;
 - 4.) Utilize Member resources or presently existing single purpose public and public/private groups to carry out its programs and projects;
 - 5.) Explore practical avenues for voluntary intergovernmental cooperation, coordination, and action in the interest of local public welfare and improving the administration of governmental services;

- 6.) Assist in coordinating subregional transportation planning efforts and in resolving conflicts among the cities and unincorporated County areas within the North Los Angeles County as they work toward achieving mutual planning goals;
 - 7.) Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
 - 8.) Serve as a mechanism for obtaining state, federal, and regional grants to assist in financing transportation programs and projects;
 - 9.) On a case by case basis and with the approval of the Governing Board, a Fiscal Agent may be designated to oversee a plan project. The fiscal agent is either a third party entity or Agency participating in a plan project that is retained to oversee and manage that plan project. Upon approval of the plan project and designation of the Fiscal Agent by the Governing Board, the Fiscal Agent may issue the RFP, negotiate and enter into contracts, and including contracts for the services of engineers, consultants, planners, attorneys, and single purpose public/private groups, and select the contractor(s) in compliance with this JPA and all applicable state and federal regulations. If the proposed costs exceed approved budgets, the Fiscal Agent must notify the participating agencies and obtain the Governing Board's approval of additional funds or modifications of the plan project prior to proceeding.
 - 10.) On a case by case basis and with the approval of the Governing Board, apply for, receive, and administer a grant or grants under any federal, state, or regional programs;
 - 11.) On a case by case basis and with the approval of the Governing Board, receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity;
 - 12.) Delegate one, some, or all of its powers to the Executive Director as hereinafter provided; and
 - 13.) On a case by case basis and with the approval of the Governing Board, borrow money, incur indebtedness, and/or issue bonds pursuant to the Constitution of the State of California and any of the laws of the State of California and to exercise any implied powers necessary to exercise the express powers provided for in this subparagraph.
- c. Exercise of Powers. The Authority shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and any duly adopted Bylaws.

- d. Limitations. Neither the governing board of this agency nor any participating agency has any authority or control over any other individual agency's capital improvement program or budget.

Section 5. Creation of a Governing Board. There is hereby created a Governing Board for the Authority ("Governing Board") to conduct the affairs of the Authority. The Governing Board shall be constituted as follows:

- a. Designation of Governing Board Representatives.

The Governing Board shall consist of the following 12 voting members:

The Cities of Lancaster, Palmdale, and Santa Clarita shall have three representatives each: A City Council Member, a representative appointed by the City Council from a business or community organization, and a representative at large appointed by the City Council.

The County of Los Angeles shall have three representatives: Fifth District County Supervisor or designee, a representative appointed by the Fifth District County Supervisor from a business or community organization, and a representative at large appointed by the Fifth District County Supervisor.

Santa Clarita Transit and Antelope Valley Transit Authority each shall have one non-voting ex officio representative appointed by each agency's respective governing Board.

- b. Designation of Alternate Governing Board Representatives. One person shall be designated as an alternate representative of the Governing Board by the legislative body of each of the Members ("Alternate Governing Board Representative") or, in the case of the County, the Fifth District Supervisor's designated alternate representative.

- c. Eligibility. Each Governing Board Representative shall serve at the pleasure of the appointing authority. The appointing authority shall be responsible for appointing its Board Representatives and for determining the length of the representative's term. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the dates such person ceases to qualify pursuant to the provisions of this Section 5 and the Members shall be entitled to appoint a qualified replacement to serve out the term on the disqualified representative.

Section 6. Use of Public Funds and Property. The Governing Board shall be empowered to utilize, for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Governing Board, the Members shall participate in the funding of the Authority in such a manner as the

Governing Board shall prescribe subject to the provisions of Section 24 of this Agreement, Where applicable, the Governing Board may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Authority's activities.

Section 7. Functioning Governing Board.

- a. Voting and Participation. The Governing Board will attempt to reach consensus on all issues associated with the Authority. Each Designated Representative may cast only one vote for each issue before the Governing Board. An Alternate Governing Board Representative may vote in the proceedings of the Governing Board only in the absence of the respective Governing Board Representative. Governing Board Representatives (or the Alternate Governing Board Representatives) shall be entitled to participate in and vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member, for which that Governing Board Representative or Alternate Governing Board Representative represents, has timely and fully paid dues as required by this Agreement and/or duly adopted Bylaws.
- b. Proxy Voting. No absentee or proxy voting is permitted.
- c. Quorum. A quorum of the Governing Board shall consist of fifty percent (50%) plus one (1) of its total voting membership and include at least one voting member from all member agencies
- 1.) Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committees by the Governing Board. All committees shall have a stated purpose before they are formed. Such committees shall remain in existence until dissolved by the Governing Board. Qualified persons shall be appointed to such committees in a manner as prescribed by the Governing Board and shall serve at the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, duly adopted Bylaws, or by direction of the Governing Board, may be composed of representatives to the Governing Board and non-representatives to the Governing Board. Committee chairs shall be elected by the members of the committee. Committees shall prepare appropriate reports and recommendations. Votes taken at committees shall be advisory only, and not binding on the Authority unless later confirmed by the Board.
- d. Actions. Actions taken by the Governing Board shall be by simple majority vote of the voting Governing Board Representatives who are present with a quorum in attendance, except as may otherwise be provided

by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all intents and purposes, the policy making body of the Authority. All of the powers of the Authority, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Roberts Rules of Order. Robert's Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board.

Section 10. Meetings of the Governing Board. The Governing Board shall, by means of the adoption of Bylaws establish the dates and times of regular meetings of the Governing Board. Meetings shall be rotated between the member agencies and shall be held in the North County Area.

Section 11. Election of Chair and Vice-Chair. The Chair shall preside over all meetings of the Governing Board and shall perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by the direction of the Governing Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board or Chair.

At the first regular meeting of the Governing Board, two different Governing Board Representatives shall be selected to the position of Chair of the Governing Board, and Vice Chair of the Governing Board. The term of officers shall be one year. Terms of office shall be from July 1 to June 30. Officers shall be selected each year at the Committee's May/June regular meeting. Each jurisdiction delegation may nominate one candidate from its delegation as a potential officer. The Board shall elect the position each will hold. No jurisdiction shall hold more than one officer position.

If for any reason, an officer is unable to fulfill his or her duties of office, the Board may remove said officer and then nominate and elect the replacement for the office.

The NCTC Executive Director is responsible for developing and distributing agendas from each Authority and Committee meeting. Prior to each Authority and Committee meeting, the Executive Director shall contact each member to determine which items members would like to be placed on the agenda.

Section 12. Executive Director. The Governing Board may appoint, by simple majority vote of the voting Governing Board Representatives who are present with a quorum in attendance, a qualified person to serve as Executive Director under any form it desires including, but not limited to, a contract, Member in-house (subject to the Member's City Manager or County official authorization), or employment basis. The Executive Director shall be neither a

Governing Board Representative, nor an Alternate Governing Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 22 (c) of this Agreement). The Executive Director shall be the chief administrative officer of the Authority. The Executive Director shall serve at the pleasure of the Governing Board and may be relieved from such position at any time, without cause, by simple majority vote of the voting Governing Board Representatives who are present with a quorum in attendance taken at a regular, adjourned regular, or special meeting of the Governing Board or for cause at the request of a member jurisdiction. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, duly-adopted Bylaws, or by direction of the Governing Board.

Section 13. Designation of a Treasurer and Auditor. The Governing Board shall, in accordance with applicable law, designate a qualified person to serve as the Treasurer for the Authority and a qualified person to serve as the Auditor of the Authority. If the Governing Board so designates, and in accordance with provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority concurrently. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Governing Board.

Section 14. Treasurer and Auditor Duties. In the absence of an action by the Governing Board under Section 13 above, the County of Los Angeles Auditor Controller shall hold the position of Treasurer of the Authority and shall have charge of the depositing and custody of all funds and property held by the Authority. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties required in Section 6505 and 6505.5 of the California Government Code, and such duties as may be required by the Governing Board. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code. The person anointed by the Governing Board to hold the position of Auditor of the Authority shall ensure that an annual performance of financial review of the Authority's revenue and expenditures is conducted and shall report as such to the Governing Board and perform such other functions as may be required by provisions of applicable law, this Agreement, duly-adopted Bylaws and/or by the direction of the Governing Board.

Section 15. Designation of Other Officers and Employees. The Governing Board may designate such other officers as it deems appropriate and necessary to conduct the affairs of the Authority.

Section 16. Legal Advisors. The office of the Los Angeles County Counsel shall serve as the legal advisors to the Authority. Each Member's City Attorney and the County Counsel will continue to represent their own jurisdictions on all legal matters within their purview; provided, however, in the event of a potential or actual conflict of interest between the County on the one hand and the Authority on the other, then the County Counsel shall create an ethical wall within its office, and the attorney(s) advising the Member and its Board Representative(s) shall be different than the attorney(s) advising the Authority. Such ethical wall shall include

procedures or methods to ensure there are no communications between the walled off attorneys related to confidential communications and matters giving rise to the conflict.

Section 17. Control and Investment of Authority Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law. It shall be the responsibility of the Treasurer of the Authority to appropriately invest Authority funds consistent with the Authority's duly adopted investment policy and the responsibility of the Auditor of the Authority to verify that such investments comport with the Authority's duly adopted investment policy.

Section 18. Obligations of the Authority. The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone. No Member of the Authority shall be responsible, directly or indirectly, for any obligation, debt, or liability of the Authority, whatsoever.

Section 19. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the Authority to implement, manage, and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Authority in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 20. Term. The Authority created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative by simple majority vote of the voting Governing Board Representatives who are present with a quorum in attendance or upon the withdrawal of two or more of the participating agencies.

Section 21. Application of Laws to Authority Functions. The Authority and its Governing Board and standing committees, shall comply with all applicable laws (as would otherwise be applicable to California municipal corporations) in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act (section 54950 et seq., of the California Government Code.), Political Reform Act (Section 81000 et seq., of the California Government Code), and Public Records Act (Section 6250 et seq. of the California Government Code.)

Section 22. Members.

- a. Withdrawal. A Member may withdraw from the Authority by filing its written notice of withdrawal with the Chair of the Governing Board sixty (60) days prior to the actual withdrawal date. Such withdrawal shall be effective at 11:59 p.m. on the last day of the sixty (60) day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations for the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. The annual dues of a withdrawn Member shall be forfeited for the fiscal year of withdrawal.

Past obligations and/or liabilities incurred during the period of membership for a withdrawing Member shall continue until absolved unless otherwise extinguished as part of a mutually agreed upon separation agreement between the withdrawing Member and all remaining Members of the Authority (unanimous consent). Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the Authority.

- b. Non-Payment of Dues. If a Member fails to pay dues within three (3) months of its annual dues assessment, as required under Section 24 of this Agreement and the Bylaws, and after a thirty (30) day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Authority. When a Member is suspended, no representative of the Member shall vote on any matter pending before the Governing Board or any committee. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.
- c. Admitting and Readmitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement (“Eligible Public Entities”) shall be admitted to the Authority by: (1) adopting this Agreement by majority vote of the legislative body of the Eligible Public Entity; (2) properly executing this Agreement; and (3) paying, in full, all dues owed for the current fiscal year and/or past years (including delinquent charges). An Eligible Public Entity is eligible for admission regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 27) of this Agreement. An Eligible Public Entity that has withdrawn from the Authority in accordance with Section 22 may be readmitted to the Authority by (1) re-adopting this Agreement or any subsequent version of this Agreement by a majority vote of the legislative body of the Eligible Public Entity; (2) properly executing this Agreement or any subsequent version of this Agreement; and (3) paying, in full, all dues owed for the current fiscal year and any fiscal years for which the Eligible Public Entity had been withdrawn from the Authority. No vote of the Governing Board shall be required to admit or readmit an Eligible Public Entity that is in good standing.
- d. Admitting and Readmitting New Members. New Members (who are not listed as Eligible Public Entities in Exhibit A to the Agreement) may be admitted or readmitted to the Authority only upon an affirmative by simple majority vote of the voting Governing Board Representatives who are present with a quorum in attendance. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 23. Interference with the Functions of Members. The Governing Board shall

not take any action that constitutes an interference with the exercise of lawful powers by a Member of the Authority.

Section 24. Dues of Members. The Members of the Authority shall be responsible for the annual payment of dues for each fiscal year in the amounts budgeted and adopted by the Governing Board, as and for the operating costs of the Authority as provided in the duly-adopted Bylaws. An annual dues assessment will be issued to all Members and shall be due and payable in July of each calendar year.

Section 25. Disposition of Assets. Upon termination of this Agreement, and after the payment of all obligations of the Authority, any and all general assets remaining shall be distributed to the Members in proportion to the then-existing proportional obligation of those Members' dues to participate in the funding of the Authority (as provided in Section 24 hereof), except that any special assessments or funds contributed by Members or specific purposes that are identifiable and segmented for the respective Members' benefit, shall be returned to the Member.

Section 26. Amendment. During the term of this agreement, upon request by any Member agency, the other agencies must make reasonable efforts in good faith to reach an agreement on modifications to this agreement that may be reasonably necessary to effectuate the intent of this agreement. Any proposed amendments must be in writing and have the unanimous consent of the members of the Governing Board. Upon such consent, the amendment must be presented to the legislative body of each Agency for approval within 90 days of notice by the Governing Board. Amendments must be approved by the legislative body of all member agencies.

Section 27. Effective Date. The effective date ("Effective Date") of this Agreement shall be May 14, 2018.

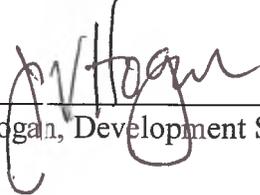
Section 28. Indemnity. (a) The parties acknowledge that the provisions of California Government Code Section 6513 (privileges and immunities of government agency acting under a joint powers agreement) apply to this Agreement; and (b) Pursuant to California Government Code Section 895.4, each Member agrees to defend, indemnify and hold the other Member, and its officers, agents, and employees harmless from any costs, expense, claim, or judgment arising out of any acts or omissions of the Member or its officers, agents, or employees with respect to the implementation of this Agreement.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

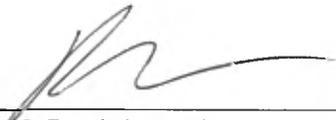
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

“OWNER”
CITY OF LANCASTER
LANCASTER, CALIFORNIA

Approved By Department Head:

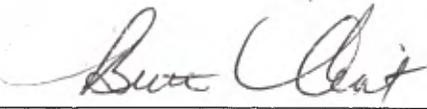
By: 
Jeff Hogan, Development Services Director

Dated: _____

By: 
Mark V. Bozigian, City Manager

Dated: 4-18-18

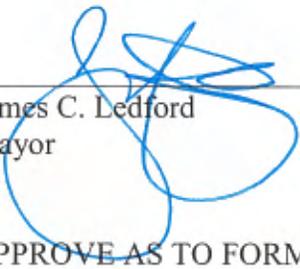
ATTEST:


Britt Avrit, MMC
City Clerk

APPROVED AS TO FORM:


Allison E. Burns, Esq.
City Attorney

CITY OF PALMDALE



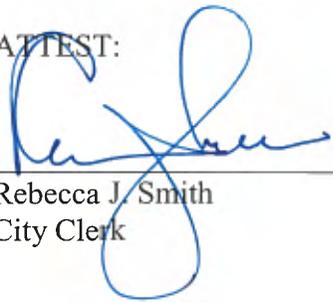
James C. Ledford
Mayor

APPROVE AS TO FORM



Wm. Matthew Ditzhazy
City Attorney

ATTEST:



Rebecca J. Smith
City Clerk

CITY OF SANTA CLARITA

Laurene Weste
Mayor

April 5-2018
Date

ATTEST:

Mcusick
City Clerk

COUNTY OF LOS ANGELES

By *Shirley Kuehl*
Chair, Board of Supervisors

ATTEST: APR 03 2018



CELIA ZAVALA
Acting Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Judith Brady*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Warren Welden / by JW*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 APR 03 2018

Celia Zavala
CELIA ZAVALA
ACTING EXECUTIVE OFFICER

EXHIBIT A

ELIGIBLE PUBLIC ENTITIES

Lancaster

Palmdale

Santa Clarita

County of Los Angeles
(Fifth Supervisorial District)