

**COUNTYWIDE PLANNING AGENCY
JOINT EXERCISE OF POWERS AGREEMENT**

THIS AGREEMENT, made and entered into this 21st day of November, 1993, by and between the County of Marin, a political subdivision of the State of California, hereinafter referred to as "County," and the cities of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon, municipal corporation of the State of California, hereinafter referred to as "Cities."

WITNESSETH

WHEREAS, the County and the Cities have determined that it would be mutually beneficial to establish a Countywide Planning Agency to implement countywide performance standards for traffic, housing, water and sewer facilities, and environmental protection to ensure that residential and commercial growth does not exceed local water, sewer, the transportation capacities; and

WHEREAS, the County and the Cities have determined that it would be mutually beneficial to designate the Countywide Planning Agency as the Agency responsible for developing, adopting, and annually updating the countywide Congestion Management Program required by the passage of Proposition 111 in June, 1990; and

WHEREAS, the County and the Cities have determined that it would be mutually beneficial for the cities to participate directly with the County in updating the Countywide General Plan; and

WHEREAS, the County and the Cities have determined that the mutual exercise of hereinafter designated functions to achieve the above purposes would be beneficial to all parties; and

WHEREAS, Chapter 5 of Division 7 of Title 1 of the California Government Code commencing with Section 6500 authorizes Joint Powers Agreements for the provision of government services for these purposes;

NOW, THEREFORE, BE IT RESOLVED that the County and the Cities agree as follows:

1. Creation of Agency

A public agency to be known as the Countywide Planning Agency is hereby created as a separate legal entity formed pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the California Government Code relating to the joint exercise of powers common to public agencies.

2. Governing Body

The Governing Body of the Countywide Planning Agency shall include one member of the County Board of Supervisors, appointed by the Board to represent the County, and one member of the City Council of each participating City appointed by the respective City Council, provided that the Governing Body includes a minimum of eight (8) members from jurisdictions representing two thirds of the total county population based on annual estimates from the State Department of Finance.

Each member of the Governing Body shall serve at the pleasure of the appointing body. An alternate may be appointed by each appointing body and such alternate may act with full powers in the absence of the regular member of the Governing Body.

The Governing Body shall elect from its own members a chair and vice chair whose terms of office shall be determined by the Governing Body.

3. Duties

The Countywide Planning Agency shall perform the following duties:

- a. work with the County to update the Countywide Plan by reviewing and commenting on individual plan elements;
- b. develop, adopt, and annually update a countywide Congestion Management Program which includes
 - traffic level of service standards
 - transit routing and frequency standards
 - an analysis of the impacts of land use decisions on the performance of the county transportation system including an estimate of the cost of mitigating these impacts
 - a trip reduction and travel demand ordinance adopted by each local jurisdiction
 - an on-going 7 year capital improvement program to achieve and maintain the traffic and transit standards;
- c. determine city and county conformance with the countywide Congestion Management Program on an annual basis;
- d. review and approve city and county Deficiency Plans for road segments or intersections which do not meet the level of service standards set forth in the Congestion Management Program;
- e. implement the countywide performance standards for traffic, housing, water and sewer facilities, and environmental protection as outlined on Exhibit A to this Agreement;
- f. determine whether the Cities and the County have met eligibility requirements for voter-approved countywide transportation funds;
- g. work with the Cities, the County, and the Transportation Authority to establish Level of Service traffic standards for Highway 101 and other streets and roads of regional significance to meet the requirements set forth in the Congestion Management Program;
- h. review City and County progress in achieving the Level of Service traffic standards for Highway 101 and other streets and roads of regional significance;
- i. work with the Cities, the County, and local Transit Operators to develop and implement on-going seven-year regional transportation improvement programs designed to achieve the Level of Service standards for Highway 101 and other streets and roads of regional significance and the transit standards set forth in the Congestion Management Program;
- j. develop and maintain a countywide transportation computer model for evaluating General Plan consistency with the countywide standards and determining city and county conformance with the countywide Congestion Management Program;
- k. develop a regional traffic mitigation fee to help fund the transportation projects included in the seven-year regional transportation improvement program;

1. review and comment on major projects in the participating jurisdictions, using the guidelines in Exhibit C to evaluate the countywide impacts of major projects. A major project is defined as a general plan amendment, initiated by a private applicant or a public agency, which generates an increase or a decrease of 100 p.m. peak hour vehicle trips or more.

None of the duties contained herein shall be deemed to be a delegation of land use authority within the respective jurisdictions of the parties.

4. Determination of Eligibility for Voter-Approved Countywide Transportation Funds

The Countywide Planning Agency will annually determine whether the County and the Cities have met the eligibility requirements for voter-approved countywide transportation funds summarized below:

a. Participate in Regional Planning Process

Each jurisdiction shall: 1) participate in the Countywide Planning Agency established by this Joint Powers Agreement; 2) submit its General Plan for review by the Planning Agency for consistency with the countywide standards outlined in Exhibit A to this agreement for traffic, housing, water and sewer facilities, and environmental protection; 3) submit a complete account of all residential and commercial projects approved each year to the Planning Agency for review for conformance with the Annual Trip Budget; and 4) provide local land use and transportation data for use in the countywide transportation computer model.

b. Adhere to Annual Growth Limit Established by Trip Budget

Each jurisdiction shall annually submit a complete account of all residential and commercial project approved during the preceding year so that the Agency can determine whether the jurisdiction has complied with the annual growth limit established by its annual trip budget as described in Exhibit B to this agreement.

c. Adopt Traffic Level of Service Standards

Each jurisdiction shall adopt Level of Service traffic standards for local streets and the regional Level of Service D standard for Highway 101. Each jurisdiction shall also establish and implement policies, programs, and projects to achieve and maintain these Level of Service standards.

d. Develop Seven Year Capital Improvement Programs to Meet the Traffic Level of Service Standards

Each jurisdiction shall prepare an on-going seven year capital improvement program for implementation of the project needed to meet and maintain its adopted Level of Service traffic standard.

e. Adopt a Traffic Mitigation Fee Program

Each jurisdiction shall establish a local traffic mitigation fee to fund the local transportation improvements needed for new development and a regional traffic mitigation fee for the regional improvements needed for new development. The regional mitigation fee levied by each jurisdiction shall be based on the regional fee developed by the Countywide Planning Agency.

- f. Agree that voter-approved countywide transportation funds are intended to supplement rather than replace existing dedicated or discretionary transportation funding programs
- g. Consider local transit, paratransit, school transportation, and bikeway needs when deciding how to spend voter-approved countywide transportation funds
- h. Participate in the Marin County Transportation Systems Management (TSM) Program

Each jurisdiction shall participate in the TSM Program which is adopted by a majority of the cities and the county. This program is expected to be based on the model TSM Ordinance developed by this county.

5. Determination of Eligibility for State Gas Tax Subvention Funds

The Countywide Planning Agency will annually determine whether the County and the Cities have met the eligibility requirements for state gas tax subvention funds. Local jurisdictions must be in conformance with the countywide Congestion Management Program to be eligible for state gas tax subvention funds. To conform with the countywide Congestion Management Program, each local jurisdiction must:

- a. comply with the traffic and transit standards outlined in the Congestion Management Program,
- b. adopt and implement a trip reduction and travel demand ordinance,
- c. adopt and implement a program to analyze the impacts of their land use decisions on the performance of the county transportation system, and
- d. adopt Deficiency Plans for road segments or intersections which do not meet the traffic level of service standards outlined in the Congestion Management Program.

A local jurisdiction must be a participant in the Countywide Planning Agency in order to be eligible for state gas tax subvention funds.

6. Powers

The Countywide Planning Agency is hereby authorized to do all acts necessary to carry out the duties described in Section 3 including but not limited to:

- a. executing contracts;
- b. applying for and accepting gifts, donations, grants, subvention, or other financial aids or funds;
- c. employing agents and employees;
- d. adopting an annual budget setting forth all administrative, operational, and capital expenses for the Agency to be financed, at least in part, from the two percent of the sales tax allocated for regional planning;
- e. suing and being sued in its own name;

- f. incurring debts, liabilities, or obligations;
- g. executing warrants or other evidence of indebtedness;
- h. financing costs and expenses incidental to the projects of the Agency.

The Agency shall not have the power to levy ad valorem property taxes and shall not have any powers over land use, zoning or subdivision approvals within the boundaries of any of its member jurisdictions.

7. Meetings

Regular meetings of the Governing Body of the Countywide Planning Agency shall be held at such times and places as established by the Agency by resolution. All such meetings, including regular, adjourned or special meetings shall be called, noticed, and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 through 54960 of the Government Code of the State of California.

8. Quorum

A majority of the members of the Governing Body shall constitute a quorum for transacting business except that less than a quorum may adjourn a meeting.

9. Voting

A majority of the jurisdictions participating in the Countywide Planning Agency representing a majority of the participating jurisdictions will be required for all Agency actions except: 1) determinations on whether the Cities and the County have met the eligibility requirements for voter-approved countywide transportation funds; and, 2) determinations on whether the cities and the county have met the eligibility requirements for state gas tax subvention funds.

Voter-approved countywide transportation funds for each jurisdiction participating in the Countywide Planning Agency will be approved by the Countywide Planning Agency unless opposed by a majority of the jurisdictions on the Planning Agency representing a majority of the population of the participating jurisdictions. Jurisdictions denied their share of countywide transportation funds by the Countywide Planning Agency may appeal the Planning Agency decision to the Transportation Authority with a minimum of four votes required by the Authority to overturn the Planning Agency decision. This appeal process shall be limited to jurisdictions denied their share of voter-approved countywide transportation funds by the Countywide Planning Agency.

The state gas tax subvention funds for each local jurisdiction in the county will be approved by the Countywide Planning Agency unless opposed by a majority of the jurisdictions on the Planning Agency representing a majority of the population of the participating jurisdictions. If a majority of the jurisdictions representing a majority of the population of the jurisdictions participating in the Countywide Planning Agency determine that a local jurisdiction is not complying with the countywide Congestion Management Program, then the local jurisdiction will not be eligible to receive state gas tax subvention funds.

10. By-Laws

The Governing Body of the Countywide Planning Agency may adopt such by-laws, rules and regulations for the conduct of its affairs as may be required.

11. Staffing

The Countywide Planning Agency may appoint and retain staff as necessary to fulfill its powers, duties and responsibilities under this Agreement, including the appointment of temporary or permanent staff, or contracting with consultants and/or Cities or the County for staff support.

12. Funding

The Countywide Planning Agency may receive up to 2% of the revenue generated each year from voter-approved countywide transportation funds. This revenue will be available for the Agency to use in carrying out regional planning and growth management responsibilities assigned to it by the Countywide Congestion Management Program and any other regional planning program. Additional revenue which may be needed to carry out the functions of the Agency will be collected from the participating jurisdiction using the gas tax subvention formula based on population and road mileage.

13. Fiscal Agent

The Marin County Auditor-Controller and Treasurer-Tax Collector shall be the Auditor and Treasurer for the Countywide Planning Agency pursuant to Section 6505.6 of the Government Code.

The Agency shall be strictly accountable to all participating jurisdictions for all receipts and disbursements. The Agency may not obligate itself beyond the monies due to it under this Agreement as outlined in paragraph 5d plus any monies on hand or irrevocably pledged to its support from other sources. No obligation contracted by the Agency shall bind the Cities or the County.

In the event that liability is imposed upon the Agency by a Court of competent jurisdiction by reason of negligent or willful act or omission of it by its officers or employees, the monetary judgment against the Agency shall be paid by the participating jurisdictions found to be liable in the court's judgment.

14. Amendments to the Agreement

Amendments to this agreement and its exhibit must be approved by a minimum of eight (8) jurisdictions representing two thirds of the total county population.

15. Restrictions

This Agreement is entered into under the provisions of Government Code Section 6500 et. seq. concerning joint powers agreements. The Powers to be exercised hereunder shall be subject to the restrictions upon the manner of exercising those powers as limited by law.

16. Withdrawal and Termination of Membership in Agency

The County or a City may withdraw from the Agency on July 1 of any given year provided the local jurisdiction has provided the Agency with at least 90 days notice in writing of its intent to withdraw. A withdrawal from the Agency shall require the dissolution of the Agency if it results in fewer than eight jurisdictions participating in the Agency representing less than two-thirds of the total county population.

17. Disposition of Assets Upon Termination of Agency

In the event that the Agency is terminated, any assets remaining after all liabilities, encumbrances and liens have been paid shall be distributed to the member Cities and County using the gas tax allocation formula based on population and road mileage.

18. Indemnification

Each party to this Agreement hereby agrees to indemnify, defend, and hold harmless, the Agency and each of the other parties in connection with any claims or suits pertaining to land use decisions within that party's jurisdiction. Any suit or claim pertaining to land use decisions shall be the sole responsibility of the party which has planning jurisdiction over the land in question and that party shall defend and assume responsibility for any claims or suits against the Agency or any other party hereto.

19. Execution of Agreement

This agreement shall become effective when representatives of the County and a minimum of seven Cities representing two thirds of the total county population have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties, or until January 1, 2011, whichever is earlier, provided, however, that this Agreement may be renewed or amended by mutual agreement.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement the day and year first above written.

DATE: 09-07-93

COUNTY OF MARIN

BY Bob Roumiguere
Bob Roumiguere

DATE: 10-04-93

CITY OF BELVEDERE

BY Kenneth G. Johnson
Kenneth G. Johnson, Mayor

DATE: 09-07-93

TOWN OF CORTE MADERA

BY Vaso Medigovich
Vaso Medigovich, Mayor

DATE: 08-23-93

TOWN OF FAIRFAX

BY Susan Brandborg
Susan Brandborg, Mayor

DATE 09-14-93

CITY OF LARKSPUR
BY Jean L. Lundstrom
Jean L. Lundstrom, Mayor

DATE 09-07-93

CITY OF MILL VALLEY
BY Betsy Cutler
Betsy Cutler, Mayor

DATE 09-28-93

CITY OF NOVATO
BY Harry Moore
Harry Moore, Mayor

DATE 9-9-93

TOWN OF ROSS
BY Peter Brekhus
Peter Brekhus, Mayor

DATE 09-10-93

TOWN OF SAN ANSELMO
BY Paul Chignell
Paul Chignell, Mayor

DATE 09-07-93

CITY OF SAN RAFAEL
BY Albert Boro
Albert Boro, Mayor

Attest: Jeanne Leoncini
Jeanne Leoncini, City Clerk

DATE 11-21-93

CITY OF SAUSALITO
BY Amy Belser
Amy Belser, Mayor

DATE 09-03-93

TOWN OF TIBURON
BY Michael Friedman
Michael Friedman, Mayor