



*City of Ceres • City of Hughson • City of Modesto • City of Newman • City of Oakdale • City of Patterson  
City of Riverbank • City of Turlock • City of Waterford • County of Stanislaus*

**SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL MEETING  
STANCOG BOARD ROOM  
1111 I STREET, SUITE 308  
MODESTO, CA  
NOVEMBER 27, 2012 (TUESDAY)  
8:30 AM**

Committee Agendas and Minutes: Committee agendas, minutes and copies of items to be considered by the StanCOG Committee are available at least 72 hours prior to the meeting at the StanCOG offices located at 1111 "I" Street, Suite 308, Modesto, CA during normal business hours. The documents are also available on StanCOG's website at [www.stancog.org/committees.shtm](http://www.stancog.org/committees.shtm).

Materials related to an item on this Agenda submitted to the Committee after distribution of the agenda packet are available for public inspection at the address listed above during normal business hours. These documents are also available on StanCOG's website, subject to staff's ability to post the documents before the meeting.

Public Comment Period: Matters under the jurisdiction of the Committee, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Committee for consideration. However, California law prohibits the Committee from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Committee. Any member of the public wishing to address the Committee during the "Public Comment" period will be limited to 5 minutes unless the Chair of the Committee grants a longer period of time. At a Special Meeting, members of the public may address the Board on any item on the Agenda at the time the item is considered by the Board.

Public Participation on a Matter on the Agenda: Please step to the podium at the time the agenda item is announced by the Chairperson. In order to ensure that interested parties have an opportunity to speak, any person addressing the Committee will be limited to a maximum of 5 minutes unless the Chair of the Committee grants a longer period of time.

Reasonable Accommodations: This Agenda shall be made available upon request in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact Cindy Malekos at (209) 525-4600 during regular business hours at least 72 hours prior to the time of the meeting to enable StanCOG to make reasonable arrangements to ensure accessibility to this meeting.

Notice Regarding Non-English Speakers: StanCOG Committee meetings are conducted in English and translations to other languages is not provided. Anyone wishing to address the Committee is advised to have an interpreter or to contact Cindy Malekos at (209) 525-4600 during regular business hours at least 72 hours prior to the time of the meeting so that StanCOG can provide an interpreter.

Aviso con Respecto a Personas que no Hablan el Idioma de Inglés: Las reuniones del los Comités del Consejo de Gobiernos de Stanislaus son conducidas en Inglés y traducciones a otros idiomas no son disponibles. Cualquier persona que desea dirigirse al Comité se le aconseja que traiga su propio intérprete o llame a Cindy Malekos al (209) 525-4600 durante horas de oficina regulares o a lo menos 72 horas antes de la reunión del Consejo de Gobiernos de Stanislaus, para proporcionarle con un intérprete.

## AGENDA

### **1. CALL TO ORDER**

### **2. ROLL CALL**

### **3. PUBLIC COMMENTS**

*The public may comment on each item on the agenda as it arises.*

### **4. PRESENTATIONS - None**

### **5. DISCUSSION/ACTION ITEMS**

**A. Motion to Approve SSTAC Minutes of 10-30-12**

- B. Discussion of San Joaquin Joint Exercise of Powers Agreement
- C. Discussion of Management and Finance Subcommittee Amendments to the StanCOG Transit Cost Sharing Procedures
- D. Discussion of Unmet Transit Needs Assessment Meetings/Future Outreach

6. **INFORMATION – None**

7. **TRANSIT MANAGER’S/CTSA REPORT**

8. **CALTRANS REPORT**

9. **EXECUTIVE DIRECTOR’S REPORT**

10. **COMMENTS FROM COUNCIL MEMBERS**

11. **ADJOURNMENT**

***Next Regularly Scheduled SSTAC Meeting:***

**January 2, 2012 (Wednesday) @ 8:30 am**

**StanCOG Board Room**

**1111 I Street, Suite 308**

**Modesto, CA**



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**SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC) MEETING**  
**StanCOG Board Room**  
**1111 I Street, Suite 308**  
**Modesto, CA**

**Minutes of October 30, 2012 (Tuesday)**  
**8:30 am**

**MEMBERS PRESENT:** Fred Cavanah (City of Modesto); Margie Palomino (Department of Aging Veterans); George Sharp (DRAIL); Christina Ulloa (DMC Foundation)

**ALSO PRESENT:** Kay Dunkel (City of Ceres); Scott Medeiros (City of Turlock); Eunice Lovi (Stanislaus County); Janet Jaramillo (Caltrans); Rosa Park, Debbie Trujillo, Cindy Malekos, Jim Schoeffling, Charles Turner (StanCOG); Stephen Bonrepos (BPAC); Yamilet Valladolid (El Concilio); Jenny Kenoyer

**1. CALL TO ORDER**

Chair George Sharp called the meeting to order at 8:38 AM.

**2. ROLL CALL**

**3. PUBLIC COMMENTS - None**

**4. PRESENTATIONS**

**A. Bicycle Pedestrian Advisory Committee (BPAC) Update**

Stephen Bonrepos, member of the BPAC, presented results of a recent bicycle survey that had been administered by the Bicycle Pedestrian Advisory Committee. The survey was developed to seek opinions from the general bicycling population regarding their individual use of non-motorized transportation.

**5. DISCUSSION/ACTION ITEMS**

**A. Motion to Approve SSTAC Minutes of 9-4-12**

**By Motion (Fred Cavanah/Christina Ulloa)**, and unanimous vote, the Council approved the minutes of 9-4-12.

**B. FY 2013/14 Unmet Transit Needs Assessment – Initial Public Hearing**

Rosa Park reported that the annual process to receive potential unmet transit needs from the public had begun. She mentioned that the first public hearing would be at the Policy Board meeting on November 14, 2012 at 6 p.m. She also said that StanCOG staff would be reaching out to the outlying

communities of Stanislaus County to hold public hearings. Fred Cavanah commented on the importance of the transit operators involvement in this process to secure future funding.

### **C. Transit Origin and Destination Survey**

Jim Schoeffling provided information regarding the survey. He mentioned that the survey would be conducted on buses to determine the origins and destinations of transit riders on fixed route transit systems and on interregional transit routes. This survey was to begin in December 2012 and a final report was expected from the consultant in February 2013.

## **6. INFORMATION - None**

## **7. TRANSIT MANAGER'S/CTSA REPORT**

Fred Cavanah reported that ridership on the Modesto to Dublin Bart route was at record highs. He also reported a 2% increase on local routes over the previous year. He said the city was in the process of ordering nine new buses to replace the 1990 buses. He also mentioned that the new bus maintenance facility was fully occupied and functional.

Eunice Lovi reported that there was a slight increase in ridership compared to last year. She also mentioned that the county would be purchasing five new buses and waiting for delivery of a new Medivan within the next couple of weeks. She reported that both city councils of Riverbank and Oakdale as well as the ROTA Board had approved the Memorandum of Understanding for the merger of ROTA and StaRT. She said the next step was to take to the Board of Supervisors on November 13, 2012 for approval with hopes of services to begin in the ROTA area at the beginning of next year.

Kay Dunkel reported that ridership was up 9% on both Dial-a-Ride and CAT last fiscal year compared to the prior fiscal year. She mentioned that the new CAT Route D was going well. She also commented that the automated system on the StaRT buses was an asset and hoped that Prop 1B funding would be available so that it could be installed on the CAT buses.

Scott Medeiros reported that ridership was down 3% on BLAST and up 20% on Dial-a-Ride for last fiscal year. He mentioned that the Turlock Regional Transit Center was working well and the city was looking into expanding by possibly purchasing the parcels next to the Center. He mentioned a new capital project that would be repairing and replacing the slow fill station to accommodate the larger buses.

## **8. CALTRANS REPORT**

Janet Jaramillo passed out the Status of Projects in Stanislaus County report.

## **9. INTERIM EXECUTIVE DIRECTOR'S REPORT**

Rosa Park mentioned that there were vacancies on the SSTAC and asked members to send in any recommendations. She introduced Yamilet Valladolid, Site Director for El Concilio, who attended the meeting with the possible interest of becoming a member.

## **10. COMMENTS FROM COUNCIL MEMBERS**

Margie Palomino suggested someone from the Veterans Advisory Committee as a possible new member in SSTAC. She said that the newly formed committee was focused on transportation and door through door service for veterans. She mentioned that the volunteer drivers were in need of vehicles equipped to transfer veterans.

**11. ADJOURNMENT**

Chair George Sharp adjourned the meeting at 9:50 a.m.

**Next Regularly Scheduled SSTAC Meeting:**

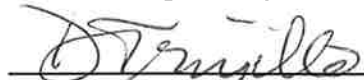
**November 27, 2012 (Tuesday) @ 8:30 am**

**StanCOG Board Room**

**1111 I Street, Suite 308**

**Modesto, CA**

Minutes Prepared By:



Debbie Trujillo, Administrative Technician



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**TO:** Social Services Transportation Advisory Council (SSTAC) **Staff Report**  
Discussion

**THROUGH:** Carlos Yamzon, Interim Executive Director *cy*

**FROM:** Rosa De León Park, Transit/Programming Manager *RDP*  
Mike Costa, Associate Planner *MAC*

**DATE:** November 19, 2012

**SUBJECT:** San Joaquin Joint Exercise of Powers Agreement and Appointment of Members on the San Joaquin Joint Powers Authority Board

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### **Background**

The “Intercity Passenger Rail Act of 2012” (AB 1779), authored by Assemblymember Cathleen Galgiani with Bi-Partisan support, was passed by the Legislature on August 30, 2012 and signed by the Governor on September 29, 2012. AB 1779 reauthorizes regional government agencies’ ability to form the San Joaquin Joint Powers Authority (SJJPA) to take over the governance/management of the existing San Joaquin intercity passenger rail service between Bakersfield-Fresno-Modesto-Stockton-Sacramento-Oakland.

AB 1779 defines the composition of the SJJPA, and extends the time for creating the SJJPA and executing an interagency transfer agreement with the Department of Transportation to June 30, 2015. In order to transfer responsibility of the San Joaquin intercity passenger rail service to the SJJPA, AB 1779 requires that the transfer must result in administrative or operating cost reductions. With this measure, the SJJPA is required to protect existing services and facilities and seek to expand service as warranted by ridership and available revenue. Increases in the San Joaquin intercity rail service and ridership will result in more jobs, improved air quality, and will help promote sustainable development in the San Joaquin Valley. Under the provisions of AB 1779, the state will continue to provide the funding necessary for service operations, administration and marketing. Furthermore, Caltrans Division of Rail would remain responsible for the development of the Statewide Rail Plan and the coordination and integration between the three state-supported intercity passenger rail services.

The next step towards regional governance of the San Joaquin rail service is the formation of the SJJPA. It is hoped that this can be accomplished by early 2013. The board shall be composed of not more than eleven members, as follows:

- One member of the board of directors of the Sacramento Regional Transit District, appointed by that board.
- One member of the board of directors of the San Joaquin Regional Rail Commission, appointed by that board, who shall be a resident of San Joaquin County.
- One member of the board of directors of the Stanislaus Council of Governments (StanCOG), appointed by that board.
- One member of the board of directors of the Merced Council of Governments, appointed by that board.
- One member of the board of directors of the Madera County Transportation Commission, appointed by that board.
- One member of the board of directors of the Fresno Council of Governments, appointed by that board.
- One member of the board of directors of the Kings County Association of Governments, appointed by that board.
- One member of the board of directors of the Tulare County Association of Governments, appointed by that board.
- One member of the board of directors of the Kern Council of Governments, appointed by that board.
- One member of the board of directors of a regional transportation agency or rail transit operator that serves Contra Costa County, appointed by the Contra Costa Transportation Authority, who shall be a resident of the county.
- One member of a regional transportation agency or rail transit operator that serves Alameda County, appointed by the Board of Supervisors, who shall be a resident of the county.

The SJJPA can be formed once six of the eleven potential Member Agencies sign the San Joaquin JEPA and appoint members (a board member and an Alternate) to the board. Alternates shall have the same qualifications as their respective board member. Each signatory Member Agency to the San Joaquin Joint Exercise of Powers Agreement (JEPA) shall have appointed its members to the SJJPA Board prior to and as a condition of its executing the San Joaquin JEPA. The San Joaquin JEPA is included as an attachment to this item.

Once the SJJPA has been established, the SJJPA Board will establish criteria and select a Managing Agency of the SJJPA that shall provide all the necessary administrative support to the SJJPA. The Managing Agency will be responsible for developing the SJJPA's Business Plans and will negotiate the interagency transfer agreement with the Department of Transportation.

StanCOG has a formal position of support for AB 1779 and submitted letters of support to the Legislature and Governor for AB 1779. The San Joaquin JEPA has been reviewed by StanCOG's legal counsel and by StanCOG's staff and StanCOG's staff participated throughout the development of this JEPA.

**Fiscal Impact:**

No funding, debt, or financial obligation is created against StanCOG solely as a consequence of executing the San Joaquin JEPAs and no funding, debt, or financial obligation approved by the SJJPA Board and/or incurred by the SJJPA shall be binding against StanCOG unless or until specifically ratified by StanCOG's Board.

StanCOG staff is bringing this item to the Policy Board for their approval/execution of the San Joaquin JEPAs and their appointment of a Board Member and Alternate to the SJJPA Board. If you have any questions regarding this staff report, please contact Carlos Yamzon at 209.525.4600 or via e-mail at [cyamzon@stancog.org](mailto:cyamzon@stancog.org)

Attachments:

1. San Joaquin Joint Exercise of Powers Agreement (Dated November 19, 2012)

[mcosta@stancog.org](mailto:mcosta@stancog.org)



**JOINT EXERCISE OF POWERS AGREEMENT (JEPA)  
ESTABLISHING THE SAN JOAQUIN JOINT POWERS AUTHORITY  
NOVEMBER 19, 2012**

**INTRODUCTION**

This Agreement is made and entered into in the State of California by and among the following public agencies that are parties to this Agreement:

- a) Sacramento Regional Transit District (Sac RT)
- b) San Joaquin Regional Rail Commission (SJRRC)
- c) Stanislaus Council of Governments (StanCOG)
- d) Merced County Association of Governments (Merced CAG)
- e) Madera County Transportation Commission (Madera CTC)
- f) Fresno Council of Governments (Fresno COG)
- g) Kings County Association of Governments (Kings CAG)
- h) Tulare County Association of Governments (Tulare CAG)
- i) Kern Council of Governments (Kern COG)
- j) Contra Costa Transportation Authority (Contra Costa TA)
- k) Alameda County

**RECITALS**

WHEREAS, intercity passenger rail service is environmentally friendly, and the state has a continuing interest in the provision of cost-effective and efficiently administered intercity passenger rail services; and

WHEREAS, with more efficient administration, stronger local and regional support, and the ability to better partner with local agencies, a regionally managed San Joaquin intercity passenger rail service will result in improved service that will attract greater ridership - creating jobs, improving air quality, and promoting sustainable development. Local decision-making will also be more responsive and better adapted to passenger issues; and

WHEREAS, it is in the best interests of the Member Agencies to combine their efforts to protect the existing San Joaquin Rail Corridor services and facilities while seeking to expand service as warranted by ridership and available revenue; and

WHEREAS, as provided by the Intercity Passenger Rail Act of 2012 and other provisions, the Member Agencies possess collectively, the powers, among others, to plan, budget, apply for grants, hire consultants and staff, exercise eminent domain, own, maintain, lease, contract for, and operate railroad services and facilities for the purpose of transporting passengers within and outside their respective boundaries; and

WHEREAS, the Intercity Passenger Rail Act of 2012 providing for, among other things, the San Joaquin Joint Powers Authority (SJPPA) which, if certain requirements are met, principally the execution of an interagency transfer agreement by December 31, 2014 with the State of California, will manage the San Joaquin Rail Service; and

WHEREAS, it is the intention of the Member Agencies to negotiate for, and to enter into an interagency transfer agreement by December 31, 2014; and

WHEREAS, the SJPPA will bring a more focused relationship with the host freight railroads, provide more aggressive advocacy efforts, and afford a governance structure that is more accessible to the public that is served and to the service contractors; and

WHEREAS, the Member Agencies recognize the importance of working in partnership with Caltrans on policy, programming and statewide consistency objectives where the state brings its greatest strengths; and

WHEREAS, the State will maintain funding in an amount to support at least the level of service in the San Joaquin Rail Corridor at the time of the transfer for not less than a three-year period following the transfer of administrative responsibility for the San Joaquin Rail Service to the SJPPA. After that three-year period, it is understood that the State will continue to be responsible for funding of the operating, administrative, and marketing needs of the San Joaquin Rail Service and its feeder bus services; and

WHEREAS, each Member Agency is authorized to contract with each other for the joint exercise of any common power under Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code; and

WHEREAS, the level of service funded by the State shall in no event be less than the current number of intercity round trips currently operated in the San Joaquin Rail Corridor, and shall also include feeder bus service with substantially the same number of route miles as the current feeder system.

NOW THEREFORE, in consideration of the recitals, the parties to this Agreement agree to the following:

## 1.0 DEFINITIONS

- 1.1 **Board** means the governing body of the SJJPA, which shall assume administrative responsibility for the San Joaquin Rail Service. Each Member Agency will appoint one member as provided in Section 14074.2 (a) of California Government Code. Each Member Agency shall also appoint an alternate.
- 1.2 **Business Plan** means the business plan to be submitted by the SJJPA to the Secretary of the Business, Transportation and Housing Agency, as mandated by Section 14070.4 of the Government Code, and updated and submitted annually thereafter.
- 1.3 **California State Rail Plan** means the plan that is prepared every two years by the California Department of Transportation as an examination of passenger and freight rail transportation in California, in accordance with Section 14036 of the Government Code.
- 1.4 **Executive Director** means the director of SJJPA who shall be an employee of the Managing Agency. The Executive Director reports to and serves at the pleasure of the Board.
- 1.5 **Fiscal Year** means from July 1 to and including the following June 30.
- 1.6 **Interagency Transfer Agreement** means the agreement provided for in Section 14070.2(a) of the Government Code whereby the State of California will transfer all responsibility for administering the San Joaquin Rail Service to the SJJPA.
- 1.7 **Managing Agency** means the agency designated to provide all necessary administrative support to the SJJPA and shall be selected by the Board, consistent with the SJJPA's criteria for selection of a Managing Agency.
- 1.8 **Member Agencies** means the Sacramento Regional Transit District (Sac RT), the San Joaquin Regional Rail Commission (SJRRRC), the Stanislaus Council of Governments (StanCOG), the Merced County Association of Governments (Merced CAG), the Madera County Transportation Commission (Madera CTC), the Fresno Council of Governments (Fresno COG), the Kings County Association of Governments (Kings CAG), the Tulare County Association of Governments (Tulare CAG), the Kern Council of Governments (Kern COG), the Contra Costa Transportation Authority (Contra Costa TA), and a transportation agency within Alameda County that have executed this Agreement and that have not withdrawn from the SJJPA.
- 1.9 **Member Agency** means each of those governmental entities set forth in Section 1.8 to this Agreement that have executed this Agreement and that have not withdrawn from the SJJPA.

- 1.10 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- 1.11 **San Joaquin Rail Corridor** means the Los Angeles-San Joaquin Valley-Sacramento-Oakland intercity passenger rail corridor.
- 1.12 **San Joaquin Rail Service** means the San Joaquin intercity passenger rail service that operates on the San Joaquin Rail Corridor, and is a 365 mile long intercity rail service, that stretches throughout the Central Valley from Bakersfield to Sacramento, and provides direct rail connection between the Central Valley and Oakland, and utilizes a comprehensive network of connecting buses.
- 1.13 **SJJPA** means the San Joaquin Joint Powers Authority formed by the Member Agencies pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code.

## **2.0 CREATION OF SJJPA**

There is hereby created an organization to be known as the San Joaquin Joint Powers Authority, hereafter "SJJPA", which shall be a public entity separate and apart from any Member Agency. The SJJPA shall be governed by the terms of this Joint Exercise of Powers Agreement and any Bylaws passed and adopted by its Board, which do not conflict with this Agreement. The SJJPA is deemed to be organized when at least six of the potential Member Agencies approve this Joint Exercise of Powers Agreement and elect to appoint Board Members and Alternates to serve on the Board by December 31, 2013.

## **3.0 PURPOSES**

The specific purposes for the creation of the SJJPA and the exercise of common powers are as follows:

- 3.1 Develop policy, plan and implement improvements, administer and manage the operations and marketing for the San Joaquin Rail Service as part of the California Passenger Rail System.
- 3.2 To work with state and federal agencies to plan, program, and secure funding for improvements for intercity rail passenger services and facilities in the San Joaquin Rail Corridor, including the acquisition or leasing or use by agreement of right-of-way, stations and station sites; the leasing or acquisition of or use by agreement of equipment; and related activities.
- 3.3 Negotiate for and accept funds to be expended for the purpose of providing and improving intercity rail passenger services and activities.

- 3.4 Review and comment on facility, service, and operational plans and programs of the agency or agencies planning potential commuter rail service in the San Joaquin Rail Corridor.
- 3.5 Coordinate facility, service, and operational plans and programs with other organizations, providing rail service in the San Joaquin Rail Corridor or with whom the SJJPA may share common facilities, including Caltrain, Capitol Corridor, the BNSF Railway and Union Pacific or their successor agencies or corporations.
- 3.6 Advocate before local, regional, state, and federal officials and agencies for improvements to services and facilities for the San Joaquin Rail Corridor.

#### **4.0 POWERS OF THE SJJPA**

As may be necessary for the accomplishment of the purposes of this Agreement, the SJJPA shall have the power in its own name to undertake the following:

- 4.1 To exercise in the manner provided by this Agreement the powers common to each of the Member Agencies and necessary to the accomplishment of the purposes of this Agreement. Powers common to each of the Member Agencies shall include any powers granted to all Member Agencies by legislative enactment prior to or subsequent to the date of this Agreement.
- 4.2 To make and enter into contracts.
- 4.3 To employ agents and employees.
- 4.4 To contract for the services deemed necessary to meet the purposes of the SJJPA including the retention of counsel as the Board deems appropriate.
- 4.5 To acquire, by lease, purchase, lease-purchase, or eminent domain, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.
- 4.6 To construct, manage, and maintain facilities and services.
- 4.7 To sue and be sued in its own name.
- 4.8 To incur debts, liabilities, or obligations including, but not limited to certificates of participation and revenue bonds. The debts, liabilities, and obligations of the SJJPA shall not constitute a debt, liability, or obligation of any of the Member Agencies that are parties to this Agreement.
- 4.9 To apply for and execute, and administer grants for financial aid pursuant to any applicable state or federal statutes or local requirements.

- 4.10 Pursuant to the requirements of California Government Code Section 6509, in exercising its powers, the SJJPA shall be subject to the statutory restrictions upon the manner of exercising the powers of its Managing Agency.
- 4.11 To develop procedures for selecting a Managing Agency and to select a Managing Agency.
- 4.12 To exercise other powers and to engage in such other activities as are authorized by law and approved by the Board.
- 4.13 All powers of the SJJPA shall be exercised by the Board.

## **5.0 SJJPA BOARD**

The composition of the membership of the Board of the SJJPA shall be as follows:

- 5.1 The Board is to be composed of not more than eleven members.
- 5.2 One Board Member from each of the eleven potential Member Agencies, appointed by their respective boards as provided in Section 14074.2 of California Government Code. If a Board Member ceases to be a member of the respective Board from which they are appointed, the Board Member's office on the Board will terminate.
- 5.3 Each signatory Member Agency to this Agreement shall have appointed its members to the Board prior to and as a condition of its executing this Agreement. Members so appointed shall serve at the pleasure of their respective appointing boards.
- 5.4 Each Board Member shall have one vote.
- 5.5 Each Member Agency shall appoint an Alternate to serve in the absence of the Board Member. Alternates may attend all Board meetings including closed sessions and participate in discussion but may only vote if the Board Member representing their respective jurisdiction is absent. Alternates shall have the same qualifications as their respective Board Member. If an Alternate ceases to be a member of the respective Board from which they are appointed, the Alternate's office on the Board will terminate.
- 5.6 If the rail service boundaries of the San Joaquin Rail Corridor are extended, an additional Board Member and an Alternate from each additional county receiving rail service may be added to the Board by the designated potential Member Agency from each county. The addition of new potential Member Agencies must be approved by the Board.

- 5.7 Once the Board is organized, those potential Member Agencies identified in Section 1.8 that have not yet appointed a Board Member and Alternate to serve on the board may do so at any time thereafter and be represented on the Board.
- 5.8 The Board shall elect a chairperson and at least one vice-chairperson from among its members. The term of office shall be one year. No member may serve more than two consecutive years as chairperson of the Board.
- 5.9 Subject to the limitations on the exercise of its powers set forth in Section 6509 of the California Government Code, all actions of the Board shall be taken in accordance with and under the provisions of this Agreement.

## **6.0 QUORUM**

A majority of the voting Member Agencies of the Board shall constitute a quorum for the transaction of business and all official acts of the SJJPA. No action may be taken by the Board except upon the affirmative vote of at least a majority of its Member Agencies.

## **7.0 VOTING**

- 7.1 Matters that require a two-thirds affirmative vote of the members of the Board:
  - a. Recommending changes to the SJJPA's enabling legislation;
  - b. Recommending amendments to the Joint Exercise of Powers Agreement regarding addition of new members pursuant to Government Code section 14074.2(c);
  - c. Recommending amendments to the Joint Exercise of Powers Agreement regarding voting structure of the Board;
  - d. Approval of the Business Plan;
  - e. Revisions to the Business Plan;
  - f. Approval and changes to the SJJPA Bylaws;
  - g. Selection of the Managing Agency; and
  - h. Amendments to this Joint Exercise of Powers Agreement.
- 7.2 All other matters require an affirmative vote of a majority of the members of the Board.

## **8.0 MANAGING AGENCY**

The Board will select a Managing Agency of the SJJPA that shall provide all necessary administrative support to the SJJPA. The Executive Director shall be an employee of the Managing Agency and serve at the pleasure of the Board. Other necessary management employees shall be provided by the Managing Agency. The Managing Agency shall solicit the input and participation of the Board and endeavor to achieve consensus while providing the following administrative support to the SJJPA:

- 8.1 Negotiate and recommend the award of all necessary agreements for the SJJPA, including but not limited to the Interagency Transfer Agreement, agreements for the provision of passenger rail services, and use of tracks and other facilities, subject to approval by the Board;
- 8.2 Manage all agreements entered into by the SJJPA;
- 8.3 Implement projects contained in the approved Business Plan's Capital Improvement Program unless the administration of particular capital projects is more appropriately managed in another manner, for example by an individual Member Agency or a local government, as determined by the Board;
- 8.4 Provide for the maintenance and management of such property as may be owned or controlled by the SJJPA unless the administration of that property is more appropriately managed in another manner, such as by an individual Member Agency or a local government, as determined by the Board;
- 8.5 Provide a risk management program to cover the SJJPA, the Board, the Managing Agency, and each of the Member Agencies in the performance of their duties pursuant to this Agreement, and seek appropriate insurance coverage to implement the risk management program;
- 8.6 Seek, obtain, and administer grants, subject to the provisions of Section 9.0 below;
- 8.7 Develop and implement marketing programs;
- 8.8 Prepare and submit financial reports;
- 8.9 Prepare the Business Plan for approval by the Board;
- 8.10 Report regularly to the Board regarding San Joaquin Rail Corridor issues;
- 8.11 Recommend changes in fares and the collection of fares to the Board;
- 8.12 Recommend changes in scheduling and levels of service to the Board;
- 8.13 Prepare and implement changes in scheduling and fares, subject to required public involvement and Board approval;
- 8.14 Prepare capital and operating budgets for presentation to the Board;
- 8.15 Facilitate interaction with other entities involved in operation, construction and renovation of the San Joaquin Rail Service; and
- 8.16 Negotiate with any other public or private transportation providers as necessary to ensure coordinated service with the San Joaquin Rail Service.



## **9.0 SOLICITATION OF GRANTS**

The Managing Agency shall pursue any and all sources of funding for the SJJPA; provided, however, that neither the Managing Agency, on behalf of the SJJPA, nor the Board shall apply for existing sources of transit funding, including funds derived from the Transportation Development Act Funds as defined in Chapter 4 (commencing with Section 99200) of Part 11 of Division 10 of the California Public Utilities Code or for any conflicting funding, for which any Member Agency is also an applicant or approving Member Agency without the express written consent of that Member Agency.

## **10.0 BUDGET AND FUNDING**

- 10.1 The Managing Agency shall prepare and submit to the Board for approval a preliminary operating and capital budget for the succeeding fiscal year by April 1 of each year which is consistent with the prior Business Plan submitted. Upon receipt of an annual allocation from the State, the Board shall by resolution adopt a final budget at the next regularly scheduled meeting of the Board. The fiscal year shall be July 1 of each year to and including the following June 30. The budget shall include separate components for Managing Agency administration costs, operations, and capital costs anticipated to be incurred by the SJJPA during the fiscal year. The annual budget resolution shall set forth the authority of the Managing Agency to make capital and operating expenditures during the fiscal year, subject to the policy guidelines the Board may establish.
- 10.2 It is the goal of the SJJPA to fully fund its annual budget from State and other non-Member Agency funding sources. The SJJPA shall not operate at a deficit. The SJJPA or local or regional entities may, but shall not be required to, augment state-provided resources to expand intercity passenger rail services, or to address funding shortfalls in achieving agreed-upon performance standards only if dedicated by a vote of a local agency providing funds, with the concurrence of the Board. The SJJPA may identify and secure new supplemental sources of funding for the purpose of expanding or maintaining intercity rail passenger service levels, which may include state and federal intercity rail resources. Local resources are not required to offset any redirection, elimination, reduction, or reclassification of state resources for operating intercity rail services.
- 10.3 No funding, debt, or financial obligation is created against any Member Agency solely as a consequence of executing this Agreement and no funding, debt, or financial obligation approved by the Board and/or incurred by the SJJPA shall be binding against a Member Agency unless and until specifically ratified by that Member Agency's governing body.

## **11.0 ANNUAL BUDGET AND CAPITAL IMPROVEMENT PROGRAM**

The Board shall approve a preliminary administrative budget and a Capital Improvement Program for the succeeding fiscal year no later than April 1 of each year.

The Board shall adopt a final budget no later than June 30 of each year. No funding or financial obligations are created against any Member Agency solely as a consequence of executing this Agreement.

## **12.0 LIABILITY OF SJJPA, OFFICERS AND EMPLOYEES**

The debts, liabilities, and obligations of the SJJPA shall not be the debts, liabilities and obligations of any of the Member Agencies, the Managing Agency, the Board or any of their respective members, officers, directors, employees, or agents. Any obligations incurred by any bonds issued by the SJJPA as set forth in Section 4.8 above shall not constitute general obligations of the SJJPA but shall be payable solely from the moneys pledged to the repayment of such obligations or the repayment of principal or interest on such bonds under the terms of the resolution, indenture, trust agreement, contract or other instrument pursuant to which the obligation is incurred or the bonds are issued. The Board and the Managing Agency, their directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Member Agency or Board Member, officer, director or employee shall be responsible for any action taken or omitted by any other Member Agency or Board Member, officer, director or employee. The SJJPA shall indemnify, defend and hold harmless the Board, the individual Member Agencies, their members, officers, directors, employees and agents from and against any and all liability, loss, damage, expenses, costs (including, without limitation, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, except such loss or damage which was caused by the willful misconduct of the Board, a Board Member, or any individual Member Agency. The SJJPA's duty to indemnify each Member Agency shall survive that Member Agency's withdrawal from the SJJPA.

## **13.0 SERVICES BY MANAGING AGENCY**

Subject to the provisions of Section 8.0 above, the SJJPA shall enter into a formal contract with the Managing Agency for the services it will perform pursuant to this Agreement, and the compensation for such services. The initial duration of the Managing Agency contract shall not exceed five years. At the conclusion of the initial contract and subsequent Managing Agency contracts, the Board may, through procedures that it determines, select the same Managing Agency or another existing public rail transportation agency for a period that shall not exceed five years.

## **14.0 EFFECTIVE DATE OF AGREEMENT**

This Agreement shall take effect upon its execution by the Member Agencies pursuant to Section 2.0, and shall remain in full force and effect until dissolved pursuant to the provisions herein.