

**Metro**Los Angeles County
Metropolitan Transportation AuthorityOne Gateway Plaza
Los Angeles, CA 90012-2952213.922.2000 ext.
metro.net**EXECUTIVE MANAGEMENT COMMITTEE
JANUARY 17, 2013****SUBJECT: LOSSAN****ACTION: APPROVE REVISED JPA****RECOMMENDATION**

Approve the revised Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency Joint Powers Agreement (JPA).

ISSUE

LACMTA is a member of the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Joint Powers Authority. SB 1225 (Padilla) was signed into law in September 2012. It authorizes a transfer from the State to LOSSAN for management of the Amtrak Pacific Surfliner intercity passenger rail service. SB 1225 requires that the LOSSAN JPA be amended in order to expand the authority of the JPA. Each LOSSAN member's governing board must approve the revised JPA.

DISCUSSION

LOSSAN is the second busiest intercity rail corridor in the nation. The Amtrak Pacific Surfliner carries 2.6 million boardings per year and ridership in the corridor is augmented by the Metrolink Orange County and Ventura County lines, Coaster commuter rail, and Union Pacific Railroad and Burlington Northern Santa Fe freight services. The corridor is complex, with a multitude of different public and private owners, operators and funding partners, each exercising varying levels of jurisdiction along the corridor. Coordination of services and schedules of all three passenger rail services along the LOSSAN corridor has been a goal of the JPA.

In 2009 the LOSSAN Board directed that member agencies sign a Memorandum of Understanding (MOU) to work cooperatively on a new vision for the corridor. The LOSSAN Board defined this vision as one predicated on opening new markets for passenger rail through new services, better coordination between existing services and improved customer service. A Strategic Implementation Plan was established which laid out a business case for this new vision as well as institutional changes necessary

for implementation. Some of the specific goals in the new vision for the LOSSAN corridor are as follows:

- Increased synergy among all passenger rail services along the Corridor by providing better coordinated and improved service on the corridor, maximized benefit of public investment in the Corridor, southern California control of the key design and delivery of service.
- A comprehensive infrastructure program that will allow more peak period trains, faster through-express trains and additional service improvements that meet current and future conventional and high-speed intercity, commuter, and freight demands both north and south of Los Angeles Union Station.
- Integrate regional fare policy and develop common fare media that are based in part on early implementation lessons in the Corridor as appropriate.
- Integrate and/or coordinate operations and develop efficient operating schedules for corridor services.
- Implement a strategy for seamless rail travel in the Corridor.
- Collaborate to identify and establish new services for underserved markets.
- Integrate and improve traveler information.
- Coordinate with long-distance passenger rail and motor coach services
- Provide relief of traffic on the I-5 freeway.
- Facilitate local control of intercity passenger rail services along the LOSSAN Corridor

In early 2012 the LOSSAN Board approved the introduction of a bill which became SB 1225. SB 1225 allows the reformation of the LOSSAN JPA to provide for local management of the Pacific Surfliner Intercity passenger rail service. This will replace management of services in this corridor from Sacramento and Washington D.C. The development of SB 1225 was modeled after the Capital Corridor JPA which is a successful example of a locally managed intercity rail service in northern California. Following are some of the key provisions of SB 1225 and the revised LOSSAN JPA:

- SB 1225 is permissive. For transfer of authority to be initiated, LOSSAN is required to amend the JPA and enter into an Interagency Transfer Agreement (ITA) with the State. However, the LOSSAN JPA is not mandated by SB 1225 to complete these conditions. If so, the current status quo State management structure would be maintained, as is.
- State funding continues. The State annually appropriates Public Transportation Account funds for operating, maintenance and minor capital for the Pacific Surfliner service. SB 1225 states that LOSSAN *may* augment State funds to pay for service, but is *not required* to do so. SB 1225 also specifies that funding will be available for an initial three-year period and at the same level of service as when the ITA is established. For reference, in its 15 year existence, the Capital Corridor service has

consistently received sufficient funds from the State, such that no local funds have been required to fund intercity service. In addition, the LOSSAN intercity passenger rail service has been consistently funded by the State since its inception. Caltrans would continue to be a partner, in that it would be involved in statewide connectivity, feeder bus service, and equipment purchase and coordination.

- There are supermajority voting provisions which require eight of ten positive votes in certain circumstances, and approval from all four geographic regions.
- The existing ITA between the State and the Capital Corridor would be used as a starting point for the LOSSAN ITA, which includes additional safeguards should the State eliminate support for intercity rail service.

A summary of the 2013 Amendments is included as Attachment A. A strikeout version showing the prior JPA and proposed changes is included as Attachment B. Attachment C is the proposed revised LOSSAN JPA.

Each of the Boards of the member agencies of the LOSSAN JPA have addressed the approval of the amended JPA in the months of November, December, and January. With one exception, it is expected that all Boards will have approved the amendments by January 2013.

The North County Transit District (NCTD) voted to oppose the amended JPA at their November meeting. Their concerns primarily involve longer term State funding of the service which is an issue regardless of the approval of the amended JPA. It should be noted that NCTD staff, including the CEO, has been involved with the development of SB 1225 as well as the amended JPA language from the beginning of the efforts for local management. At the November LOSSAN board meeting, each of the other member agencies had expressed their support for the revised JPA. In that meeting, board members specifically requested NCTD to clarify their concerns so that they can be resolved. Furthermore, several LOSSAN board requested that if NCTD's concerns could not be addressed that they "withdraw from the JPA so that this important effort can move forward."

At the September meeting the LACMTA board voted to proceed with the development of a proposal to become the managing director of the new and locally managed LOSSAN service.

DETERMINATION OF SAFETY IMPACT

This is a governance issue which has no direct positive or negative impact to LOSSAN corridor safety.

FINANCIAL IMPACT

At this point there is no direct financial impact. There is the potential that there will be future start up costs, which will be allocated to all member agencies based upon an agreed upon formula. Start up costs have not been defined at this point. If there are future start up costs, staff will return to the Board for approval as part of the FY 13-14 budget process.

ALTERNATIVES CONSIDERED

One alternative is to modify the language in the proposed new LOSSAN JPA. This is not recommended as SB 1225 is now law and language in the new LOSSAN JPA is incorporated based upon SB 1225 requirements. Furthermore staff from all of the member agencies have worked closely together to craft the language in the new LOSSAN JPA which is consistent with SB 1225 requirements. Some of the member agencies have already approved the new LOSSAN JPA in its current form.

A second alternative is to not approve the proposed new JPA. This is not recommended as the new LOSSAN JPA must be approved by all member agencies if management is to be transferred to a local member agency. Failure to approve the proposed new JPA would maintain the current unacceptable management structure for the LOSSAN service and prevent efforts to create synergy of passenger rail services in the corridor.

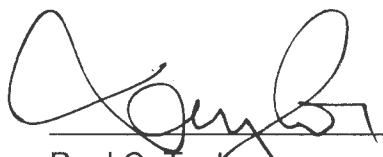
NEXT STEPS

With the unanimous approval of all LOSSAN member agencies, a competitive procurement process will be initiated to select a managing agency. The management agency is anticipated to be selected by May 2013 and assume their transitional duties on July 1, 2013. The ITA is required to be negotiated and agreed to with the State between July 1, 2014 and June 30, 2015.

ATTACHMENTS

- A. Summary of 2013 Amendments to LOSSAN JPA
- B. 2013 Amendment to the LOSSAN JPA (Strikeout Version)
- C. 2013 Amendment to the LOSSAN JPA (Proposed Final Version)

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ATTACHMENT A

LOSSAN Joint Powers Agreement Summary of 2013 Amendments

The following is a summary of the major changes to the LOSSAN Joint Powers Agreement:

- Includes additional WHEREAS clauses referencing key sections of Senate Bill 1225 (SB 1225, Padilla), which authorizes a transfer from the state to the LOSSAN Agency of authority for the corridor's intercity passenger rail service operating between San Diego and San Luis Obispo.
- Includes additional Purposes of the LOSSAN agency to administer and manage the operations of the corridor intercity passenger rail service as authorized in SB 1225.
- Includes in the Powers of the LOSSAN agency the ability to (1) negotiate and approve an Interagency Transfer Agreement (ITA) with the state that will transfer this responsibility and (2) develop procedures for selecting a Managing Agency.
- Makes changes to voting and ex-officio membership. Specifically, Caltrans is transferred from a voting member to an ex-officio member and the Riverside County Transportation Commission is transferred from an ex-officio member to a voting member.
- Includes details on the relationship between the LOSSAN corridor's commuter rail services in terms of (1) overall coordination and (2) exclusions for existing agreements, ownership rights, funding sources, and other aspects of commuter rail service.
- Identifies the San Diego Association of Governments (SANDAG) as the Transitional Managing Agency to continue to provide administrative staff support to the LOSSAN agency from when the JPA is approved to when a Managing Agency is selected.
- Includes details on the roles and responsibilities of the Managing Agency and the Managing Director, who will be appointed by the LOSSAN governing board and will lead the administrative duties of the LOSSAN agency. Other duties of the Managing Agency include project development, budgeting and finance, business plan development, marketing, and fare policy.
- Identifies supermajority voting as eight of 10 votes, including one affirmative vote from each of four regions in the LOSSAN corridor for the following items (1) legislation, (2) JPA amendments in terms of membership and voting, (3) bylaws changes, (4) service reductions, and (5) cost sharing formulas.

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~~AMENDED AND RESTATED~~

2013 AMENDMENT TO THE

~~JOINT EXERCISE OF POWERS AGREEMENT~~

~~CONCERNING THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL
CORRIDOR RAIL AGENCY~~

INTRODUCTION

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

Los Angeles County Metropolitan Transportation Authority;

Orange County Transportation Authority;

Riverside County Transportation Commission;

North County Transit District;

San Diego Metropolitan Transit System;

California Department of Transportation;

Southern California Association of Governments;

San Diego Association of Governments;

Ventura County Transportation Commission;

Santa Barbara County Association of Governments;

San Luis Obispo Council of Governments;

National Railroad Passenger Corporation;

California High-Speed Rail Authority;

~~Riverside County Transportation Commission~~

RECITALS

WHEREAS, some, but not all of the parties to this Agreement had entered into that certain joint exercise of powers agreement to establish the Los Angeles-San Diego Rail Corridor Rail Agency;

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(Agency), effective February 6, 1989, but desire to amend and restate such existing joint exercise of powers agreement as provided herein; and

WHEREAS, the parties to this ~~Joint Exercise of Powers~~ Agreement recognize the need for a public agency to oversee increases in the level of intercity passenger rail service in the travel corridor between San Diego, Los Angeles and San Luis Obispo, and improvements to the facilities that will ensure reduced travel times and that will aid the joint operation of freight and passenger service in the Corridor; and

WHEREAS, the Los Angeles-San Diego State Rail Corridor Study Group created pursuant to Senate Bill 1095 (Chapter 1313, Statutes of 1985) analyzed the feasibility of increasing the level of intercity passenger service in the corridor and instituting commuter rail service from San Clemente to Union Station in Los Angeles and from Oceanside to San Diego; identified and recommended improvements to track and right-of-way to accommodate the higher levels of service; and recommended the creation of a joint exercise of powers agency to oversee the implementation of additional intercity rail passenger service and the necessary track improvements; and

WHEREAS, rail service on the coast corridor has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties; and

WHEREAS, the parties to this Agreement believe that the joint exercise of their powers will provide an organization capable of implementing the recommendations contained in both the State Rail Corridor Study Group's June 1987 report entitled, Los Angeles-San Diego State Rail Corridor Study, and undertaking the April 2012 LOSSAN Corridorwide Strategic Implementation Plan and assist related efforts to coordinate corridor rail services and to improve corridor services and facilities and coordinate sub-corridor commuter rail services with corridor services; and

WHEREAS, each party to this Agreement is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California; and

~~WHEREAS, rail service on the coast corridor has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties;~~

WHEREAS, an act to amend Sections 14031.8, 14070.2, 14070.4, and 14070.6 of, and to add Section 14070.7 to, and to repeal and add Article 5.2 (commencing with Section 14072) of Chapter 1 of Part 5 of Division 3 of Title 2 of, the Government Code, relating to transportation and known as the Intercity Passenger Rail Act of 2012 (SB 1225), authorized expansion of the authority of the LOSSAN Corridor Rail Agency, through an amendment to the existing Joint Exercise of Powers Agreement; and

WHEREAS, SB 1225 authorizes the Agency, beginning on June 30, 2014, to enter into an Interagency Transfer Agreement with the State of California, with an initial term of three years (Initial Term) commencing with the transfer of the responsibilities for administering state-

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funded intercity rail passenger service in the LOSSAN Corridor from the State to the Agency; and

WHEREAS, the Agency will, through the Interagency Transfer Agreement, succeed to the State's current agreement with Amtrak for the operation of the LOSSAN Corridor Rail Service and may initiate changes in said agreement or, in the future, may, through a competitive solicitation process, contract with Amtrak, or other organizations not precluded by State or Federal law to provide passenger rail services, to operate the rail service; and

WHEREAS, the Agency may contract with one of its Member Agencies, Associate Agencies or any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service, called the Managing Agency, to provide all necessary administrative support to the Agency in order to prepare and negotiate the Interagency Transfer Agreement and to perform the Agency's duties and responsibilities during the Initial Term of the Interagency Transfer Agreement; and

WHEREAS, the Agency will initiate a process for selection of a Managing Agency which shall begin upon the effective date of the Agreement as amended per SB 1225 and shall continue during a transition period (Transition Period) until such time as a Managing Agency is selected and contracts with the Agency to serve in that capacity as called for in Section 8.0 below; and

WHEREAS, at the conclusion of the Initial Term, the Agency may, through procedures that it determines, select a Managing Agency, for a subsequent three year term to continue to administer the rail service under the direction of the Agency; and

WHEREAS, the Managing Agency shall produce a business plan (Business Plan) for approval by the Agency for each of the initial three years of operation of the service which shall describe the methods by which the Agency will administer rail service and seek to increase ridership in the LOSSAN Corridor and which shall be updated and submitted by the Agency to the Secretary of the Business, Transportation and Housing Agency by April 1 of each year; and

WHEREAS, there are three previous amendments to this JPA, effective 2001, 2010, and 2011;

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

~~1.0~~ —

1.0 DEFINITIONS

- 1.1 ~~1.1~~ — **Agency** means the Los Angeles-San Diego-San Luis Obispo Rail-Corridor Rail Agency.
- 1.2 ~~1.2~~ — **Governing Board** or **Board** means the Board of Directors of the Agency.
- 1.3 ~~1.3~~ — **LOSSAN** is the acronym for Los Angeles-San Diego-San Luis Obispo.

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- 1.4 ~~1.4~~ — **Voting member agencies (Member Agency)** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Diego Metropolitan Transit System, North County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, and San Luis Obispo Council of Governments and California Department of Transportation.
- 1.5 ~~1.5~~ — **Ex-officio non-voting member agency** means associate agencies (Associate Agency) mean the Southern California Association of Governments, the National Railroad Passenger Corporation (Amtrak), California High-Speed Rail Authority and the ~~Riverside County~~ California Department of Transportation Commission.
- 1.6 ~~1.6~~ — **LOSSAN Corridor Rail Service** means Pacific Surfliner intercity passenger rail service that operates on the LOSSAN Corridor, which is a 351 mile long intercity and commuter rail corridor, stretching from San Diego in the south, up the coast to Orange County, Los Angeles County, Ventura County, and Santa Barbara County to San Luis Obispo County.
- 1.6.1.7 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- 1.7.1.8 ~~1.7~~ — **Corridor City** means a city adjacent to the LOSSAN Corridor right-of-way.
- 1.8 — ~~Southern California Regional Rail Authority~~ means ~~the institutional structure developed under Article 10 of Chapter 4 of Division 12 of the Public Utilities Code, Sections 130450-130455, for coordination of Southern California commuter rail passenger services in the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura.~~
- 1.9 — ~~LOSSAN North is~~ **Regions** are defined as North Region: Ventura County, Santa Barbara, County and San Luis Obispo Counties.
- 1.8.1.9 ~~1.10~~ — ~~LOSSAN~~ County; Central Region: Los Angeles County; South is defined as Los Angeles, Orange, and **Region: San Diego Counties** County; South Central Region: Orange County and Riverside County.
- 1.9.1.10 ~~1.11~~ — **Fiscal Year** means from July 1 to and including the following June 30.
- 1.10.1.11 ~~1.12~~ — **California State Rail Plan** 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.

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- 1.12 2.0—Member Agency shall mean each of those voting governmental entities set forth in paragraph 1.4 to this Agreement that have executed this Agreement and that have not withdrawn from the Agency.
- 1.13 Business Plan shall mean the business plan to be submitted by the Agency to the Secretary of the Business, Transportation and Housing Agency covering the initial three year term of the Agreement as mandated by Section 14070.4(b) and updated and submitted annually thereafter.
- 1.14 Interagency Transfer Agreement shall mean the agreement provided for in Section 14070.2(a) whereby the State of California will transfer all responsibility for administering the LOSSAN Corridor Rail Service to the Agency.
- 1.15 Interim Workplan shall mean the workplan proposed for the period commencing with the execution of the Managing Agency contract called for in Section 12.0 and ending with the then current fiscal year.
- 1.16 Initial Term shall mean the period that begins with the transfer of responsibilities from the California Department of Transportation to the Agency and continues for a three-year period.
- 1.17 Managing Agency means the Member Agency or Associate Agency or any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service that has been selected by the Agency and has contracted with the Agency to provide all necessary administrative support to the Agency in order to prepare and assist in negotiating the Interagency Transfer Agreement, and to perform the Agency's duties and responsibilities during the Initial Term of the Interagency Transfer Agreement and any subsequent terms.
- 1.18 Managing Director means the director of LOSSAN Agency who is an employee of the Managing Agency. The Managing Director reports to and serves at the pleasure of the Governing Board.
- 1.19 Transition Period means the time period beginning with the effective date of the 2013 amendment to this Agreement in or around January 2013 and continuing until the effective date of a contract between the Agency and the Managing Agency to provide Managing Agency services to the Agency as called for in Section 12.0 below.

2.0 CREATION OF AGENCY

There is hereby created an organization to be known as the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, hereafter "Agency", which shall be a public entity separate and apart from any member agency. The Agency shall be governed by the terms of this Joint Exercise of Powers Agreement and any Bylaws passed and adopted by its Governing Board.

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3.0 ~~3.0~~—PURPOSES

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

- ~~3.1~~3.1 Administer and manage the operations of the LOSSAN Corridor Rail Service as part of the California Passenger Rail System.
- 3.2 Plan, program, and fund improvements for intercity rail passenger services and facilities in the LOSSAN ~~corridor~~Corridor, including the acquisition or leasing of right-of-way, stations and station sites; the leasing or acquisition 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 operating ~~sub-corridor~~commuter rail service in the LOSSAN Corridor.
- 3.45 Coordinate facility, service, and operational plans and programs with other organizations, providing rail passenger service in the Southern California Region or with whom the Agency may share common facilities, including the agency or agencies operating ~~sub-corridor~~commuter rail service in the LOSSAN Corridor, the BNSF Railway and Union Pacific or their successor corporations, ~~and the National Railroad Passenger Corporation (Amtrak-),~~ California Department of Transportation and the California High Speed Rail Authority.
- 3.56 Advocate before local, regional, state, and federal officials and agencies for improvements to services and facilities for the corridor.

4.0 ~~4.0~~—POWERS OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR RAIL AGENCY

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

- 4.1 ~~4.1~~—To exercise in the manner provided by this Agreement the powers common to each of the voting members and necessary to the accomplishment of the purposes of this Agreement.
- 4.2 ~~4.2~~—To make and enter into contracts.
- 4.3 ~~4.3~~—To negotiate and approve an Interagency Transfer Agreement whereby the State of California will transfer all responsibility for administering the LOSSAN Corridor Rail Service, including associated feeder bus service, to the Agency.

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4.34.4 To employ agents and employees.

4.44.5 4.4—To contract for the services deemed necessary to meet the purposes of the Agency.

4.54.6 4.5—To acquire, by lease, purchase, or lease-purchase, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.

4.64.7 4.6—To construct, manage, and maintain facilities and services.

4.74.8 4.7—To sue and be sued in its own name.

4.84.9 4.8—To incur debts, liabilities, or obligations. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability, or obligation of any of the ~~agencies~~ Member Agencies that are parties to this Agreement.

4.94.10 4.9—To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.

4.104.11 4.10—To exercise any of the powers set forth in Section 6508 of the Government Code. In exercising these powers, the Agency is subject to the restrictions upon the manner of exercising the powers of the Los Angeles County Metropolitan Transportation Authority or its successor agency.

4.12 4.11—To develop procedures for selecting a Managing Agency and to select such a Managing Agency.

4.114.13 To exercise such other powers and to engage in such other activities as are authorized by law (~~except bonding powers~~) and approved by the Governing Board.

4.14 All powers of the Agency shall be exercised by the Governing Board.~~5.0—~~

5.0 GOVERNING BOARD OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL-CORRIDOR RAIL AGENCY

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

5.1 ~~5.1.~~—Voting Members of the Governing Board (Member Agencies)

~~All powers of the Agency shall be exercised by the Governing Board.~~ The Governing Board shall be selected and composed as follows and each member agency's appointee(s) shall have one vote unless otherwise noted:

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5.1.1. ~~1.~~—Two members appointed by the Los Angeles County Metropolitan Transportation Authority; one from its own membership or former membership, and one from its own membership, former membership or selected by the Authority from a ~~corridor~~LOSSAN Corridor city.

5.1.2. ~~2.~~—Two members appointed by the Orange County Transportation Authority selected from its own membership or former membership.

5.1.3. ~~3.~~—A member appointed by the Riverside County Transportation Commission selected from its own membership or former membership.

~~5.1.3.~~5.1.4. ~~4.~~—A member appointed by the San Diego Metropolitan Transit System selected from its own membership or former membership.

5.1.4.~~5.1.5.~~ ~~4.~~—A member appointed by the North County Transit District selected from its own membership or former membership.

~~5.1.5.~~5.1.6. ~~5.~~—A member appointed by the San Diego Association of Governments selected from its own membership or former membership.

5.1.6.~~5.1.7.~~ ~~6.~~—While three members of the Governing Board shall represent San Diego County (San Diego Metropolitan Transit System, North County Transit District, and San Diego Association of Governments), these three members shall have a total of two votes. This voting procedure shall be specified by separate agreement among the three San Diego County member agencies.

5.1.7.~~5.1.8.~~ ~~7.~~—A member appointed by the Ventura County Transportation Commission selected from its own membership or former membership.

5.1.8.~~5.1.9.~~ ~~8.~~—A member appointed by the Santa Barbara County Association of Governments selected from its own membership or former membership.

5.1.9.~~5.1.10.~~ ~~9.~~—A member appointed by the San Luis Obispo Council of Governments selected from its own membership or former membership.

~~10. The Caltrans Director or designee.~~

~~5.1.10.~~5.1.11. ~~11.~~—Each voting member agency may appoint alternates to serve in the absence of the regular appointee.

5.2 ~~5.2~~—~~Ex-Officio Member~~Members of the Governing Board (Associate Agencies)

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- 5.2.1. ~~1.~~—The Southern California Association of Governments shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the Board. ~~The ex-officio member may appoint alternates to serve in the absence of the regular appointee~~Governing Board.
- 5.2.2. ~~2.~~—The National Railroad Passenger Corporation (Amtrak) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. ~~The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.~~
- 5.2.3. ~~3.~~—California High-Speed Rail Authority shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. ~~The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.~~
- 5.2.4. ~~4.~~—The ~~Riverside County~~California Department of Transportation Commission(Caltrans) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. ~~The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.~~

~~All powers of the Agency shall be exercised by the Governing Board.~~

- ~~5.2.5. 6.0~~—Each ex-officio member may appoint alternates to serve in the absence of the regular appointee.

6.0 ~~RELATIONSHIP OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL-CORRIDOR RAIL AGENCY TO EXISTING AND FUTURE SUB-CORRIDOR COMMUTER RAIL AGENCIES~~

- 6.1 The Agency will endeavor to ensure that there is coordination between itself and any ~~sub-corridor~~ commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service.
- 6.2 ~~7~~The parties to this agreement acknowledge and confirm that nothing contained in this Joint Powers Agreement shall abrogate or diminish any then current ownership rights, access and use agreements, funding sources and allocation, operating rights and agreements of any party. The Agency acknowledges and shall respect at all times the precedence established based on the aforementioned and shall not seek or support regulatory or legislative changes or remedies that

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would materially reduce any then current agreement or right, unless otherwise agreed to by the affected Member Agencies.

6.3 The parties further agree that the scope of this Joint Powers Agreement is limited to intercity rail service as defined in Department of Transportation regulations. Accordingly, the Agency shall recognize at all times the governing authority of parties that operate services other than intercity rail service and shall not seek or support any regulatory or legislative changes or remedies that would abrogate, diminish, and or materially change the roles and responsibilities of such parties with respect to such services, unless otherwise agreed to by the affected Member Agencies.

6.4 No party shall be obligated to incur new costs or liabilities relating to commuter and intercity operations other than from its own operations. Enhanced coordination of service shall consider impacts to existing passenger rail service.

7.0 AGENCY MANAGEMENT DURING THE TRANSITION PERIOD

The Intercity Passenger Rail Act of 2012 (SB 1225) authorized the Agency to reconstitute itself with an amended joint powers agreement. Only the Agency operating under the amended joint powers agreement, and not the Agency existing on January 1, 2013, may exercise jurisdiction over intercity rail services on the LOSSAN corridor under an Interagency Transfer Agreement.

This Agreement reconstitutes the Agency as anticipated by SB 1225 and establishes significant duties for a Managing Agency who will be selected by, and enter into a contract with, the Agency. One significant duty of the Managing Agency is to assist the Agency in preparing and negotiating an Interagency Transfer Agreement which will allow the transfer of intercity rail services on the LOSSAN corridor from the State of California to the Agency beginning as soon as June 30, 2014.

During the Transition Period between the effective date of this Agreement as amended per SB 1225 and the effective date of a contract between the Agency and the Managing Agency, the San Diego Association of Governments will serve as the Transitional Managing Agency. During the Transition Period, the San Diego Association of Governments will provide professional staff assistance to the Agency at a level no greater than it provided during the first half of the fiscal year 2012-2013. Whenever this Agreement establishes duties or appointments for the Managing Agency or its officers, those duties or appointments will be the responsibility of the Transitional Managing Agency and its officers during the Transition Period, but only to the extent such duties correspond with the past practice of the Transitional Managing Agency and the Agency or as otherwise required by law.

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8.0 MANAGING AGENCY

Subject to the policy direction and control of the Governing Board, and subject further to the terms, conditions and requirements of its contract with the Agency, the Managing Agency shall begin service upon the effective date of its contract and continue through the Initial Term and in that capacity shall provide all necessary administrative support to the Agency.

The Managing Director, to be appointed by the Governing Board, shall be an employee of the Managing Agency and an officer of the Agency and shall lead the administrative support duties for the LOSSAN Corridor Rail Service. Employees of the Managing Agency who have as their responsibility the support of the LOSSAN Corridor Rail Service shall report to the Managing Director. The Managing Director shall solicit the input and participation of the other agencies and endeavor to achieve consensus while providing administrative support to the Agency.

The Managing Agency staff dedicated to serve the LOSSAN Corridor Rail Service and under the supervision of the Managing Director, as well as the shared Managing Agency administrative support staff, will perform the following duties regarding the administrative support of the Agency:

- 8.1 Negotiate and recommend the award of all necessary agreements for the Agency, including but not limited to an Interagency Transfer Agreement, agreements for the provision of passenger rail services, and use of tracks and other facilities, subject to approval by the Governing Board;
- 8.2 Manage all agreements entered into by the Agency;
- 8.3 Implement projects contained in the approved capital budget unless the administration of particular capital projects is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;
- 8.4 Provide for the maintenance and management of such property as may be owned or controlled by the Agency unless the administration of that property is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;
- 8.5 Provide a risk management program to cover the Governing Board and each of the agencies in the performance of their duties pursuant to this Agreement, and seek appropriate insurance coverage to implement such 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;

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- 8.9 Prepare for approval by the Governing Board the Business Plan;
- 8.10 Report regularly to the Governing Board regarding LOSSAN Corridor issues;
- 8.11 Recommend changes in LOSSAN Corridor Rail Service fares and the collection of fares to the Agency;
- 8.12 Recommend changes in scheduling and levels of service to the Agency;
- 8.13 Prepare and implement changes in scheduling and fares, subject to required public involvement;
- 8.14 Prepare capital and operating budgets for presentation to the Agency;
- 8.15 Facilitate interaction with other entities involved in operation, construction and renovation of the LOSSAN Corridor Rail Service; and
- 8.16 Negotiate with any other public or private transportation providers as necessary to ensure coordinated service with the LOSSAN Corridor Rail Service.

9.0 SOLICITATION OF GRANTS

The Managing Agency shall pursue any and all sources of funding for the Agency; provided, however, that neither the Managing Agency, on behalf of the Agency, nor the Governing Board shall apply for Transportation Development Act Funds as defined in Chapter 4, Part 11, Division 10 of the California Public Utilities Code or for any conflicting funding that any Member Agency is also an applicant or approving Member Agency for without the express consent of that Member Agency.

10.0 BUDGET AND FUNDING

- 10.1 The Managing Agency shall prepare and submit to the Governing Board for approval within thirty days of the effective date of its contract with the Agency the Interim Workplan, which shall include recommendations for start-up funding needs and sources of funding therefor.
- 10.2 The Managing Agency shall prepare and submit to the Governing 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 Agency shall by resolution adopt a final budget at the next regularly scheduled meeting of the Governing 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 Agency during the fiscal year. The annual budget resolution shall set forth the authority of the Managing Agency to make capital and

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operating expenditures during the fiscal year, subject to such policy guidelines as the Governing Board may establish.

10.3 It is the intent of the Agency to fully fund the annual budget from State and other non-Agency funding sources, such as fares and other operating revenues. The Agency shall not operate at a deficit.

10.4 No funding, debt, or financial obligation is created against any agency solely as a consequence of executing this Agreement and no funding, debt, or financial obligation approved by the Governing Board and/or incurred by the Agency shall be binding against a Member Agency unless and until ratified by that Member Agency's governing body.

11.0 LIABILITY OF AGENCY, OFFICERS AND EMPLOYEES

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities and obligations of any of the Member Agencies, the Managing Agency or any of their respective members, officers, directors, employees or agents. Any obligations incurred by any bonds issued by the Agency as set forth in Section 4.9 above shall not constitute general obligations of the Agency 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 Agency 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 agency or Agency member, officer, director or employee shall be responsible for any action taken or omitted by any other agency or Governing Board member, officer, director or employee. The Agency shall indemnify, defend and hold harmless the Governing 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 Governing Board or any individual member agency. The Agency's duty to indemnify each Member Agency shall survive that member agency's withdrawal from the Agency.

12.0 SERVICES BY MANAGING AGENCY

Subject to the provisions of Section 8 above, the Agency 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.

13.0 EFFECTIVE DATE OF AGREEMENT

This Agreement shall take effect upon its execution by the Chairs of the Los Angeles County Metropolitan Transportation Authority, the Orange County Transportation

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Authority, the Riverside County Transportation Commission, the San Diego Metropolitan Transit System, the North County Transit District, the San Diego Association of Governments, the Ventura County Transportation Commission, the Santa Barbara County Association of Governments and the President of the San Luis Obispo Council of Governments, pursuant to resolutions of each body authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein, however, in no event shall the Agreement become effective prior to January 2, 2013.

7.014.0 OFFICERS AND APPOINTEES OF THE GOVERNING BOARD AND THE AGENCY

14.1 7.1—The officers of the Governing Board, selected from among its voting membership, shall be a Chair and Vice-Chair. The term of office shall be one year.

14.2 7.2—The officers of the Agency shall be:

14.2.1. ~~7.2.1—The Treasurer of one of the voting member agencies~~ Managing Agency, designated by a majority of a quorum of the Governing Board, may serve as the Treasurer of the Agency. The Treasurer shall be the depository of funds and have custody of all funds of the Agency from whatever source.

14.2.2. ~~7.2.2—The Auditor of one of the voting member agencies~~ Managing Agency, designated by a majority of a quorum of the Governing Board, may serve as the Auditor-Controller of the Agency. The Auditor-Controller shall draw warrants or check-warrants against the funds of the Agency in the Treasury when the demands are approved by the Governing Board of Directors or such other persons as may be specifically designated for the purpose in the Bylaws.

14.2.3. ~~7.3—~~ The Managing Director shall be an employee of the Managing Agency and serve at the pleasure of the Governing Board. The Governing Board shall appoint such a Managing Director by a majority vote of a quorum of the Governing Board. The Agency shall obtain an official bond in an amount determined by the Governing Board guaranteeing faithful performance of the Managing Director's duties. Pursuant to the LOSSAN Agency Bylaws, and pursuant to the terms, conditions and requirements of the contract with the Managing Agency, the Managing Director will have the authority to hire and fire employees consistent with the Managing Agency personnel policies, recommend personnel classifications, oversee the assignments and other personal actions for the Managing Agency employees designated to support the LOSSAN Corridor Rail Service. The Managing Director will also recommend to the Governing Board the Managing Agency contractors to the LOSSAN Corridor Rail Service and will direct their activities.

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~~14.2.3.~~14.2.4. The Auditor-Controller and the Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.

~~7.4~~—~~The Executive Director~~ Upon providing reasonable notice, any agency shall serve ~~at~~have the pleasure of the Board:

~~7.4.1~~—~~The Governing Board may appoint such an Executive Director.~~ ~~The Agency shall obtain an official bond in an amount determined~~right to review any records maintained by the Board guaranteeing faithful Managing Agency or the Managing Agency's Auditor-Controller and/or Treasurer relating to the performance of the Executive Director's ~~their~~ duties.

~~7.4.2~~—At the discretion of the Governing Board, duties of the Executive Director may be assigned to a voting member agency's staff person.

~~8.0~~—ANNUAL BUDGET

~~14.2.4.~~14.2.5. The Governing 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 pursuant to this Agreement.

~~8.0~~15.09.0—FUNDING FOR THE AGENCY

In addition to any funds derived from grants provided for in Section ~~4.9~~10 of this Agreement, the voting member agencies (~~except California Department of Transportation~~) shall consider, through their agency's budgetary process, contribution of funds ~~nece-~~sary~~necessary~~ to carry out the purposes and powers of the Agency, consistent with the Agency's adopted budget and any cost sharing formula adopted by the voting member agencies.

~~9.0~~16.0~~10.0~~—QUORUM

At least five of the voting member agencies of the Governing Board, including at least one ~~member from each county of Orange, San Diego, and Los Angeles and at least one~~ voting member from each of the LOSSAN North Regions shall constitute a quorum for the transaction of business and all official acts of the Agency.

~~17.0~~ ~~11.0~~—VOTING

~~17.1~~ A supermajority vote requires eight (8) affirmative votes of the voting membership of the Governing Board, which includes at least one vote of the voting membership from each of the LOSSAN Regions.

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17.2 Topics that require a supermajority vote (eight (8) affirmative votes of the voting membership of the Governing Board which includes at least one vote from each of the LOSSAN Regions), include:

17.2.1. Recommending changes to the LOSSAN Agency legislation;

17.2.2. Recommending amendments to the Joint Powers Agreement regarding membership of the LOSSAN Agency Governing Board;

17.2.3. Recommending amendments to the Joint Powers Agreement regarding voting structure of the LOSSAN Agency Governing Board;

17.2.4. Approval and changes to the LOSSAN Agency Bylaws;

17.2.5. Reduction of LOSSAN Corridor Rail service; and

17.2.6. Establishment of or changes to cost sharing formulas.

17.3 All other topics require a majority vote of a quorum of the Governing Board at any regular, adjourned or special meeting where a quorum has been constituted for the transaction of business.

10.018.0 RALPH M. BROWN ACT

All meetings of the Agency shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

19.0 12.0 FILING WITH SECRETARY OF STATE

As required by Section 6503.5 of the California Government Code, an appropriate notice of this Agreement shall be filed with the Secretary of State within thirty days of its effective date.

11.020.0 BYLAWS

The Governing Board may adopt and amend from time to time Bylaws as may be required for the conduct of its meetings and the orderly operation of the Agency.

12.021.0 13.0 COMMITTEES

The Governing Board shall create the following committees:

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21.1 ~~13.1~~—The Governing Board shall form a Technical Advisory Committee (TAC) to review on behalf of the Governing Board technical issues associated with the improvements in passenger rail service and related facilities in the LOSSAN Corridor, including stations and rights-of-way, the coordination of public mass transit services and facilities, the coordination of passenger and freight services in the Corridor and other technical matters. The membership of the Committee is authorized in the Bylaws.

21.2 ~~13.2~~—~~The~~The Governing Board shall form an Executive Committee. There shall be a maximum of four (4) voting members including the Chair, Vice-Chair and Past Chair if available or one person appointed by the Governing Board with the Managing Director serving as a non-voting member. Among these members, there shall be at least one member from the LOSSAN North Region. The Executive Committee will meet as needed.

~~21.221.3~~ The Governing Board shall form other committees as are necessary.

~~13.022.0~~ 14.0—COOPERATION WITH OTHER AGENCIES

22.1 ~~14.1~~—In order to conserve fiscal resources, the Governing Board shall take actions to ensure that the technical expertise, results of previous analysis related to passenger rail service in the LOSSAN Corridor, information bases, and other data available from member and other relevant agencies shall, to the extent feasible, be fully utilized.

22.2 ~~14.2~~—In order to ensure that improvements to intercity rail passenger services and facilities are consistent with the California State Rail Plan, the Agency shall submit an annual plan or program for expenditures in the Corridor prior to the beginning of each fiscal year to the California Department of Transportation. In order to coordinate improvements with the ~~corridor's~~LOSSAN Corridor's Regional Transportation Planning Agencies (RTPAs), this annual plan or program for expenditures shall be submitted to the Southern California Association of Governments, San Diego Association of Governments, Santa Barbara County Association of Governments and San Luis Obispo Council of Governments. Each RTPA shall determine whether or not the annual plan or program is consistent with the Regional Transportation Plan for its area of jurisdiction. The Agency shall submit an annual plan or program for expenditures in the Corridor to Amtrak, for its review when developing its Strategic Guidance and ~~Five~~Three-Year Financial Plan.

~~15.0~~ DURATION OF AGREEMENT

23.0 WITHDRAWAL BY MEMBER OR ASSOCIATE AGENCY

23.1 Notwithstanding any other provision of this Agreement, any Member Agency or Associate Agency may withdraw from the Agency by giving ninety (90) days

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advance written notice to the Governing Board. Any withdrawal from the Authority will also constitute withdrawal from the Governing Board.

23.2 The rights and obligations of any agency so withdrawing from the Agency and the Governing Board shall be determined by negotiation between the Governing Board and the withdrawing member agency. In the event that the Governing Board and the withdrawing Member Agency or Associate Agency cannot agree upon the rights and obligations of the withdrawing Member Agency, such rights and obligations shall be determined by arbitration pursuant to Section 28.0, below.

24.0 DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue in full force and effect until such time that a majority of the voting member agencies as the Member or Associate Agencies and the Governing Board determine that it is in the public interest to dissolve the Agency. This does not preclude member agencies from exercising their right to withdraw theirNotwithstanding the foregoing, any of the Member or Associate Agencies may exercise its prerogative to terminate its membership in the Agency. Ninety day written notice shall be given.

16 AS SET FORTH IN SECTION 23.0—DISPOSITION OF ASSETS

, above. Upon termination of this Agreement, any by mutual consent of all the Member and Associate Agencies, all assets, liabilities and equity of the Governing Board shall be distributed in accordance with the provisions of the Interagency Transfer Agreement and any other agreements authorized by the Governing Board governing such distribution, and any remaining money or assets in possession of the Agency after the payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to the member agenciesMember or Associate Agencies in proportion to their contributions, if any, determined as of the time of termination. Land and fixed facilities shall revert to the voting member agencies in which they are located. Rolling stocks shall become the property of California Department of Transportation for use in the Corridor.

14.025.0 17.0—NOTICE

Addresses of the parties to the Agreement for the purpose of formal communications among the signatories:

Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012-2952
(213) 922-3041

Orange County Transportation Authority
550 S. Main St.

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P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside CA 92502-2208
(951) 787-7141

North County Transit District
810 Mission Avenue
Oceanside, CA 92054
(760) 967-2828

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
(619) 231-1466

California Department of Transportation
P.O. Box 942874
Sacramento, CA 94274-0001
(916) 323-0742

Southern California Association of Governments
818 W 7th Street, 12 Floor
Los Angeles, CA 90017-3435
(213) 236-1800

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
(619) 595-5300

Ventura County Transportation Commission
950 County Square Avenue, Suite 207
Ventura CA 93003
(805) 642-1591

Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara CA 93110
(805) 961-8900

San Luis Obispo Council of Governments
1114 Marsh Street

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San Luis Obispo, CA 93401
(805) 781-4219

National Railroad Passenger Corporation (Amtrak)
510 Water Street, 5th Floor
Oakland CA 94607
(510) 238-4300

California High-Speed Rail Authority
925770 L Street, Suite 1425800
Sacramento CA 95814
(916) 324-1541

~~Riverside County Transportation Commission~~
~~4080 Lemon Street, 3rd Floor~~
~~P.O. Box 12008~~
~~Riverside CA 92502-2208~~
~~(951) 787-7141~~

15.026.0 ~~18.0~~ — AUDIT

The Agency shall provide for the accountability of all funds and shall provide for an annual audit pursuant to Section 6506 of the Government Code.

16.027.0 ~~19.0~~ — AMENDMENTS TO THE AGREEMENT

This Agreement may be amended at any time by ~~the unanimous Agreement approval of the boards of all voting member agencies~~ Member Agencies.

28.0 ~~20.0~~ — ARBITRATION

28.1 In the event of a dispute between the Agency, the Managing Agency, Member Agency or any other agency, which cannot be satisfactorily resolved by those parties, said dispute shall be submitted to arbitration by a panel of three arbitrators who shall conduct the arbitration pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by each of the disputants, the third arbitrator to be appointed by mutual consent of the other two arbitrators. The arbitration panel shall resolve the dispute in accordance with the terms of this Agreement, and such resolution shall be final and binding upon the parties. Each party shall bear its own costs of arbitration, including reasonable attorney's fees. The cost of the third arbitrator shall be divided equally between the disputants.

28.2 Unless otherwise agreed by the disputants, only disputes regarding a disputant's rights and obligations arising under the terms of: (i) this Agreement, or (ii) any other agreement between the disputants in which this arbitration provision is

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incorporated by reference shall be subject to arbitration pursuant to Section 30.1, above.

29.0 CONFLICT OF INTEREST CODE

The Agency by resolution shall adopt a conflict of interest code as required by law.

30.0 SUCCESSOR STATUTES

All statutes cited herein shall be deemed to include amendments and/or successor statutes to the cited statutes as they presently exist.

17.031.0 AGREEMENT, COMPLETE

This Agreement constitutes the full and complete Agreement of the parties. This Agreement shall be effective when all member agencies have approved and signed this Agreement. ~~This Agreement shall supercede~~supersede the Joint Powers Agreement to establish the Los Angeles - San Diego Rail Corridor Agency dated February 6, 1989 and subsequent amendments adopted prior to the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the dates indicated below.

18.032.0 ~~21.0~~ COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

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[AGENCY NAME HERE]

Chair

Date

I HEREBY CERTIFY that the attached is a true and correct copy of the original document approved by the Board of Directors:

Clerk of the Board

Date

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2013 AMENDMENT TO THE JOINT POWERS AGREEMENT CONCERNING THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO CORRIDOR RAIL AGENCY

INTRODUCTION

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

Los Angeles County Metropolitan Transportation Authority;

Orange County Transportation Authority;

Riverside County Transportation Commission;

North County Transit District;

San Diego Metropolitan Transit System;

California Department of Transportation;

Southern California Association of Governments;

San Diego Association of Governments;

Ventura County Transportation Commission;

Santa Barbara County Association of Governments;

San Luis Obispo Council of Governments;

National Railroad Passenger Corporation;

California High-Speed Rail Authority;

RECITALS

WHEREAS, some, but not all of the parties to this Agreement had entered into that certain joint exercise of powers agreement to establish the Los Angeles-San Diego Corridor Rail Agency (Agency), effective February 6, 1989, but desire to amend and restate such existing joint exercise of powers agreement as provided herein; and

WHEREAS, the parties to this Agreement recognize the need for a public agency to oversee increases in the level of intercity passenger rail service in the travel corridor between San Diego,

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Los Angeles and San Luis Obispo, and improvements to the facilities that will ensure reduced travel times and that will aid the joint operation of freight and passenger service in the Corridor; and

WHEREAS, the Los Angeles-San Diego State Rail Corridor Study Group created pursuant to Senate Bill 1095 (Chapter 1313, Statutes of 1985) analyzed the feasibility of increasing the level of intercity passenger service in the corridor and instituting commuter rail service from San Clemente to Union Station in Los Angeles and from Oceanside to San Diego; identified and recommended improvements to track and right-of-way to accommodate the higher levels of service; and recommended the creation of a joint exercise of powers agency to oversee the implementation of additional intercity rail passenger service and the necessary track improvements; and

WHEREAS, rail service on the coast corridor has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties; and

WHEREAS, the parties to this Agreement believe that the joint exercise of their powers will provide an organization capable of implementing the recommendations contained in both the State Rail Corridor Study Group's June 1987 report entitled, *Los Angeles-San Diego State Rail Corridor Study*, and the April 2012 *LOSSAN Corridorwide Strategic Implementation Plan* and assist related efforts to coordinate corridor rail services and to improve corridor services and facilities; and

WHEREAS, each party to this Agreement is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California; and

WHEREAS, an act to amend Sections 14031.8, 14070.2, 14070.4, and 14070.6 of, and to add Section 14070.7 to, and to repeal and add Article 5.2 (commencing with Section 14072) of Chapter 1 of Part 5 of Division 3 of Title 2 of, the Government Code, relating to transportation and known as the Intercity Passenger Rail Act of 2012 (SB 1225), authorized expansion of the authority of the LOSSAN Corridor Rail Agency, through an amendment to the existing Joint Exercise of Powers Agreement; and

WHEREAS, SB 1225 authorizes the Agency, beginning on June 30, 2014, to enter into an Interagency Transfer Agreement with the State of California, with an initial term of three years (Initial Term) commencing with the transfer of the responsibilities for administering state-funded intercity rail passenger service in the LOSSAN Corridor from the State to the Agency; and

WHEREAS, the Agency will, through the Interagency Transfer Agreement, succeed to the State's current agreement with Amtrak for the operation of the LOSSAN Corridor Rail Service and may initiate changes in said agreement or, in the future, may, through a competitive solicitation process, contract with Amtrak, or other organizations not precluded by State or Federal law to provide passenger rail services, to operate the rail service; and

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WHEREAS, the Agency may contract with one of its Member Agencies, Associate Agencies or any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service, called the Managing Agency, to provide all necessary administrative support to the Agency in order to prepare and negotiate the Interagency Transfer Agreement and to perform the Agency's duties and responsibilities during the Initial Term of the Interagency Transfer Agreement; and

WHEREAS, the Agency will initiate a process for selection of a Managing Agency which shall begin upon the effective date of the Agreement as amended per SB 1225 and shall continue during a transition period (Transition Period) until such time as a Managing Agency is selected and contracts with the Agency to serve in that capacity as called for in Section 8.0 below; and

WHEREAS, at the conclusion of the Initial Term, the Agency may, through procedures that it determines, select a Managing Agency, for a subsequent three year term to continue to administer the rail service under the direction of the Agency; and

WHEREAS, the Managing Agency shall produce a business plan (Business Plan) for approval by the Agency for each of the initial three years of operation of the service which shall describe the methods by which the Agency will administer rail service and seek to increase ridership in the LOSSAN Corridor and which shall be updated and submitted by the Agency to the Secretary of the Business, Transportation and Housing Agency by April 1 of each year; and

WHEREAS, there are three previous amendments to this JPA, effective 2001, 2010, and 2011;

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

1.0 DEFINITIONS

- 1.1 **Agency** means the Los Angeles-San Diego-San Luis Obispo Corridor Rail Agency.
- 1.2 **Governing Board** or Board means the Board of Directors of the Agency.
- 1.3 **LOSSAN** is the acronym for Los Angeles-San Diego-San Luis Obispo.
- 1.4 **Voting member agencies (Member Agency)** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Riverside County Transportation Commission, San Diego Metropolitan Transit System, North County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, and San Luis Obispo Council of Governments.
- 1.5 **Ex-officio non-voting associate agencies (Associate Agency)** mean the Southern California Association of Governments, the National Railroad Passenger

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Corporation (Amtrak), California High-Speed Rail Authority and the California Department of Transportation.

- 1.6 **LOSSAN Corridor Rail Service** means Pacific Surfliner intercity passenger rail service that operates on the LOSSAN Corridor, which is a 351 mile long intercity and commuter rail corridor, stretching from San Diego in the south, up the coast to Orange County, Los Angeles County, Ventura County, and Santa Barbara County to San Luis Obispo County.
- 1.7 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- 1.8 **Corridor City** means a city adjacent to the LOSSAN Corridor right-of-way.
- 1.9 **LOSSAN Regions** are defined as North Region: Ventura County, Santa Barbara County and San Luis Obispo County; Central Region: Los Angeles County; South Region: San Diego County; South Central Region: Orange County and Riverside County.
- 1.10 **Fiscal Year** means from July 1 to and including the following June 30.
- 1.11 **California State Rail Plan** 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.
- 1.12 **Member Agency** shall mean each of those voting governmental entities set forth in paragraph 1.4 to this Agreement that have executed this Agreement and that have not withdrawn from the Agency.
- 1.13 **Business Plan** shall mean the business plan to be submitted by the Agency to the Secretary of the Business, Transportation and Housing Agency covering the initial three year term of the Agreement as mandated by Section 14070.4(b) and updated and submitted annually thereafter.
- 1.14 **Interagency Transfer Agreement** shall mean the agreement provided for in Section 14070.2(a) whereby the State of California will transfer all responsibility for administering the LOSSAN Corridor Rail Service to the Agency.
- 1.15 **Interim Workplan** shall mean the workplan proposed for the period commencing with the execution of the Managing Agency contract called for in Section 12.0 and ending with the then current fiscal year.
- 1.16 **Initial Term** shall mean the period that begins with the transfer of responsibilities from the California Department of Transportation to the Agency and continues for a three-year period.

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- 1.17 **Managing Agency** means the Member Agency or Associate Agency or any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service that has been selected by the Agency and has contracted with the Agency to provide all necessary administrative support to the Agency in order to prepare and assist in negotiating the Interagency Transfer Agreement, and to perform the Agency's duties and responsibilities during the Initial Term of the Interagency Transfer Agreement and any subsequent terms.
- 1.18 **Managing Director** means the director of LOSSAN Agency who is an employee of the Managing Agency. The Managing Director reports to and serves at the pleasure of the Governing Board.
- 1.19 **Transition Period** means the time period beginning with the effective date of the 2013 amendment to this Agreement in or around January 2013 and continuing until the effective date of a contract between the Agency and the Managing Agency to provide Managing Agency services to the Agency as called for in Section 12.0 below.

2.0 CREATION OF AGENCY

There is hereby created an organization to be known as the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, hereafter Agency, which shall be a public entity separate and apart from any member agency. The Agency shall be governed by the terms of this Joint Powers Agreement and any Bylaws passed and adopted by its Governing Board.

3.0 PURPOSES

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

- 3.1 Administer and manage the operations of the LOSSAN Corridor Rail Service as part of the California Passenger Rail System.
- 3.2 Plan, program, and fund improvements for intercity rail passenger services and facilities in the LOSSAN Corridor, including the acquisition or leasing of right-of-way, stations and station sites; the leasing or acquisition 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 operating commuter rail service in the LOSSAN Corridor.

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- 3.5 Coordinate facility, service, and operational plans and programs with other organizations, providing rail passenger service in the Southern California Region or with whom the Agency may share common facilities, including the agency or agencies operating commuter rail service in the LOSSAN Corridor, the BNSF Railway and Union Pacific or their successor corporations, the National Railroad Passenger Corporation (Amtrak), California Department of Transportation and the California High Speed Rail Authority.
- 3.6 Advocate before local, regional, state, and federal officials and agencies for improvements to services and facilities for the corridor.

4.0 POWERS OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO CORRIDOR RAIL AGENCY

As may be necessary for the accomplishment of the purposes of this Agreement, the Agency 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 voting members and necessary to the accomplishment of the purposes of this Agreement.
- 4.2 To make and enter into contracts.
- 4.3 To negotiate and approve an Interagency Transfer Agreement whereby the State of California will transfer all responsibility for administering the LOSSAN Corridor Rail Service, including associated feeder bus service, to the Agency.
- 4.4 To employ agents and employees.
- 4.5 To contract for the services deemed necessary to meet the purposes of the Agency.
- 4.6 To acquire, by lease, purchase, or lease-purchase, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.
- 4.7 To construct, manage, and maintain facilities and services.
- 4.8 To sue and be sued in its own name.
- 4.9 To incur debts, liabilities, or obligations. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability, or obligation of any of the Member Agencies that are parties to this Agreement.
- 4.10 To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.
- 4.11 To exercise any of the powers set forth in Section 6508 of the Government Code. In exercising these powers, the Agency is subject to the restrictions upon the

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manner of exercising the powers of the Los Angeles County Metropolitan Transportation Authority or its successor agency.

- 4.12 To develop procedures for selecting a Managing Agency and to select such a Managing Agency.
- 4.13 To exercise such other powers and to engage in such other activities as are authorized by law and approved by the Governing Board.
- 4.14 All powers of the Agency shall be exercised by the Governing Board.

5.0 GOVERNING BOARD OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO CORRIDOR RAIL AGENCY

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

5.1 Voting Members of the Governing Board (Member Agencies)

The Governing Board shall be selected and composed as follows and each member agency's appointee(s) shall have one vote unless otherwise noted:

- 5.1.1. Two members appointed by the Los Angeles County Metropolitan Transportation Authority; one from its own membership or former membership, and one from its own membership, former membership or selected by the Authority from a LOSSAN Corridor city.
- 5.1.2. Two members appointed by the Orange County Transportation Authority selected from its own membership or former membership.
- 5.1.3. A member appointed by the Riverside County Transportation Commission selected from its own membership or former membership.
- 5.1.4. A member appointed by the San Diego Metropolitan Transit System selected from its own membership or former membership.
- 5.1.5. A member appointed by the North County Transit District selected from its own membership or former membership.
- 5.1.6. A member appointed by the San Diego Association of Governments selected from its own membership or former membership.
- 5.1.7. While three members of the Governing Board shall represent San Diego County (San Diego Metropolitan Transit System, North County Transit District, and San Diego Association of Governments), these three members shall have a total of two votes. This voting procedure shall be

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specified by separate agreement among the three San Diego County member agencies.

- 5.1.8. A member appointed by the Ventura County Transportation Commission selected from its own membership or former membership.
- 5.1.9. A member appointed by the Santa Barbara County Association of Governments selected from its own membership or former membership.
- 5.1.10. A member appointed by the San Luis Obispo Council of Governments selected from its own membership or former membership.
- 5.1.11. Each voting member agency may appoint alternates to serve in the absence of the regular appointee.

5.2 Ex-Officio Members of the Governing Board (Associate Agencies)

- 5.2.1. The Southern California Association of Governments shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the Governing Board.
- 5.2.2. The National Railroad Passenger Corporation (Amtrak) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors.
- 5.2.3. California High-Speed Rail Authority shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors.
- 5.2.4. The California Department of Transportation (Caltrans) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board.
- 5.2.5. Each ex-officio member may appoint alternates to serve in the absence of the regular appointee.

6.0 RELATIONSHIP OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO CORRIDOR RAIL AGENCY TO EXISTING AND FUTURE COMMUTER RAIL AGENCIES

- 6.1 The Agency will endeavor to ensure that there is coordination between itself and any commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service.
- 6.2 The parties to this agreement acknowledge and confirm that nothing contained in this Joint Powers Agreement shall abrogate or diminish any then current

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ownership rights, access and use agreements, funding sources and allocation, operating rights and agreements of any party. The Agency acknowledges and shall respect at all times the precedence established based on the aforementioned and shall not seek or support regulatory or legislative changes or remedies that would materially reduce any then current agreement or right, unless otherwise agreed to by the affected Member Agencies.

- 6.3 The parties further agree that the scope of this Joint Powers Agreement is limited to intercity rail service as defined in Department of Transportation regulations. Accordingly, the Agency shall recognize at all times the governing authority of parties that operate services other than intercity rail service and shall not seek or support any regulatory or legislative changes or remedies that would abrogate, diminish, and or materially change the roles and responsibilities of such parties with respect to such services, unless otherwise agreed to by the affected Member Agencies.
- 6.4 No party shall be obligated to incur new costs or liabilities relating to commuter and intercity operations other than from its own operations. Enhanced coordination of service shall consider impacts to existing passenger rail service.

7.0 AGENCY MANAGEMENT DURING THE TRANSITION PERIOD

The Intercity Passenger Rail Act of 2012 (SB 1225) authorized the Agency to reconstitute itself with an amended joint powers agreement. Only the Agency operating under the amended joint powers agreement, and not the Agency existing on January 1, 2013, may exercise jurisdiction over intercity rail services on the LOSSAN corridor under an Interagency Transfer Agreement.

This Agreement reconstitutes the Agency as anticipated by SB 1225 and establishes significant duties for a Managing Agency who will be selected by, and enter into a contract with, the Agency. One significant duty of the Managing Agency is to assist the Agency in preparing and negotiating an Interagency Transfer Agreement which will allow the transfer of intercity rail services on the LOSSAN corridor from the State of California to the Agency beginning as soon as June 30, 2014.

During the Transition Period between the effective date of this Agreement as amended per SB 1225 and the effective date of a contract between the Agency and the Managing Agency, the San Diego Association of Governments will serve as the Transitional Managing Agency. During the Transition Period, the San Diego Association of Governments will provide professional staff assistance to the Agency at a level no greater than it provided during the first half of the fiscal year 2012-2013. Whenever this Agreement establishes duties or appointments for the Managing Agency or its officers, those duties or appointments will be the responsibility of the Transitional Managing Agency and its officers during the Transition Period, but only to the extent such duties correspond with the past practice of the Transitional Managing Agency and the Agency or as otherwise required by law.

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8.0 MANAGING AGENCY

Subject to the policy direction and control of the Governing Board, and subject further to the terms, conditions and requirements of its contract with the Agency, the Managing Agency shall begin service upon the effective date of its contract and continue through the Initial Term and in that capacity shall provide all necessary administrative support to the Agency.

The Managing Director, to be appointed by the Governing Board, shall be an employee of the Managing Agency and an officer of the Agency and shall lead the administrative support duties for the LOSSAN Corridor Rail Service. Employees of the Managing Agency who have as their responsibility the support of the LOSSAN Corridor Rail Service shall report to the Managing Director. The Managing Director shall solicit the input and participation of the other agencies and endeavor to achieve consensus while providing administrative support to the Agency.

The Managing Agency staff dedicated to serve the LOSSAN Corridor Rail Service and under the supervision of the Managing Director, as well as the shared Managing Agency administrative support staff, will perform the following duties regarding the administrative support of the Agency:

- 8.1 Negotiate and recommend the award of all necessary agreements for the Agency, including but not limited to an Interagency Transfer Agreement, agreements for the provision of passenger rail services, and use of tracks and other facilities, subject to approval by the Governing Board;
- 8.2 Manage all agreements entered into by the Agency;
- 8.3 Implement projects contained in the approved capital budget unless the administration of particular capital projects is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;
- 8.4 Provide for the maintenance and management of such property as may be owned or controlled by the Agency unless the administration of that property is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;
- 8.5 Provide a risk management program to cover the Governing Board and each of the agencies in the performance of their duties pursuant to this Agreement, and seek appropriate insurance coverage to implement such 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;

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- 8.8 Prepare and submit financial reports;
- 8.9 Prepare for approval by the Governing Board the Business Plan;
- 8.10 Report regularly to the Governing Board regarding LOSSAN Corridor issues;
- 8.11 Recommend changes in LOSSAN Corridor Rail Service fares and the collection of fares to the Agency;
- 8.12 Recommend changes in scheduling and levels of service to the Agency;
- 8.13 Prepare and implement changes in scheduling and fares, subject to required public involvement;
- 8.14 Prepare capital and operating budgets for presentation to the Agency;
- 8.15 Facilitate interaction with other entities involved in operation, construction and renovation of the LOSSAN Corridor Rail Service; and
- 8.16 Negotiate with any other public or private transportation providers as necessary to ensure coordinated service with the LOSSAN Corridor Rail Service.

9.0 SOLICITATION OF GRANTS

The Managing Agency shall pursue any and all sources of funding for the Agency; provided, however, that neither the Managing Agency, on behalf of the Agency, nor the Governing Board shall apply for Transportation Development Act Funds as defined in Chapter 4, Part 11, Division 10 of the California Public Utilities Code or for any conflicting funding that any Member Agency is also an applicant or approving Member Agency for without the express consent of that Member Agency.

10.0 BUDGET AND FUNDING

- 10.1 The Managing Agency shall prepare and submit to the Governing Board for approval within thirty days of the effective date of its contract with the Agency the Interim Workplan, which shall include recommendations for start-up funding needs and sources of funding therefor.
- 10.2 The Managing Agency shall prepare and submit to the Governing 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 Agency shall by resolution adopt a final budget at the next regularly scheduled meeting of the Governing 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 Agency during the fiscal year. The annual budget resolution

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shall set forth the authority of the Managing Agency to make capital and operating expenditures during the fiscal year, subject to such policy guidelines as the Governing Board may establish.

- 10.3 It is the intent of the Agency to fully fund the annual budget from State and other non-Agency funding sources, such as fares and other operating revenues. The Agency shall not operate at a deficit.
- 10.4 No funding, debt, or financial obligation is created against any agency solely as a consequence of executing this Agreement and no funding, debt, or financial obligation approved by the Governing Board and/or incurred by the Agency shall be binding against a Member Agency unless and until ratified by that Member Agency's governing body.

11.0 LIABILITY OF AGENCY, OFFICERS AND EMPLOYEES

The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities and obligations of any of the Member Agencies, the Managing Agency or any of their respective members, officers, directors, employees or agents. Any obligations incurred by any bonds issued by the Agency as set forth in Section 4.9 above shall not constitute general obligations of the Agency 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 Agency 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 agency or Agency member, officer, director or employee shall be responsible for any action taken or omitted by any other agency or Governing Board member, officer, director or employee. The Agency shall indemnify, defend and hold harmless the Governing 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 Governing Board or any individual member agency. The Agency's duty to indemnify each Member Agency shall survive that member agency's withdrawal from the Agency.

12.0 SERVICES BY MANAGING AGENCY

Subject to the provisions of Section 8 above, the Agency 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.

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13.0 EFFECTIVE DATE OF AGREEMENT

This Agreement shall take effect upon its execution by the Chairs of the Los Angeles County Metropolitan Transportation Authority, the Orange County Transportation Authority, the Riverside County Transportation Commission, the San Diego Metropolitan Transit System, the North County Transit District, the San Diego Association of Governments, the Ventura County Transportation Commission, the Santa Barbara County Association of Governments and the President of the San Luis Obispo Council of Governments, pursuant to resolutions of each body authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein, however, in no event shall the Agreement become effective prior to January 2, 2013.

14.0 OFFICERS AND APPOINTEES OF THE GOVERNING BOARD AND THE AGENCY

14.1 The officers of the Governing Board, selected from among its voting membership, shall be a Chair and Vice-Chair. The term of office shall be one year.

14.2 The officers of the Agency shall be:

14.2.1. The Treasurer of the Managing Agency, designated by a majority of a quorum of the Governing Board, may serve as the Treasurer of the Agency. The Treasurer shall be the depository of funds and have custody of all funds of the Agency from whatever source.

14.2.2. The Auditor of the Managing Agency, designated by a majority of a quorum of the Governing Board, may serve as the Auditor-Controller of the Agency. The Auditor-Controller shall draw warrants or check-warrants against the funds of the Agency in the Treasury when the demands are approved by the Governing Board of Directors or such other persons as may be specifically designated for the purpose in the Bylaws.

14.2.3. The Managing Director shall be an employee of the Managing Agency and serve at the pleasure of the Governing Board. The Governing Board shall appoint such a Managing Director by a majority vote of a quorum of the Governing Board. The Agency shall obtain an official bond in an amount determined by the Governing Board guaranteeing faithful performance of the Managing Director's duties. Pursuant to the LOSSAN Agency Bylaws, and pursuant to the terms, conditions and requirements of the contract with the Managing Agency, the Managing Director will have the authority to hire and fire employees consistent with the Managing Agency personnel policies, recommend personnel classifications, oversee the assignments and other personal actions for the Managing Agency employees designated to support the LOSSAN

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Corridor Rail Service. The Managing Director will also recommend to the Governing Board the Managing Agency contractors to the LOSSAN Corridor Rail Service and will direct their activities.

- 14.2.4. The Auditor-Controller and the Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.
- 14.2.5. Upon providing reasonable notice, any agency shall have the right to review any records maintained by the Managing Agency or the Managing Agency's Auditor-Controller and/or Treasurer relating to the performance of their duties pursuant to this Agreement.

15.0 FUNDING FOR THE AGENCY

In addition to any funds derived from grants provided for in Section 4.10 of this Agreement, the voting member agencies shall consider, through their agency's budgetary process, contribution of funds necessary to carry out the purposes and powers of the Agency, consistent with the Agency's adopted budget and any cost sharing formula adopted by the voting member agencies.

16.0 QUORUM

At least five of the voting member agencies of the Governing Board, including at least one voting member from each of the LOSSAN Regions shall constitute a quorum for the transaction of business and all official acts of the Agency.

17.0 VOTING

- 17.1 A supermajority vote requires eight (8) affirmative votes of the voting membership of the Governing Board, which includes at least one vote of the voting membership from each of the LOSSAN Regions.
- 17.2 Topics that require a supermajority vote (eight (8) affirmative votes of the voting membership of the Governing Board which includes at least one vote from each of the LOSSAN Regions), include:
 - 17.2.1. Recommending changes to the LOSSAN Agency legislation;
 - 17.2.2. Recommending amendments to the Joint Powers Agreement regarding membership of the LOSSAN Agency Governing Board;
 - 17.2.3. Recommending amendments to the Joint Powers Agreement regarding voting structure of the LOSSAN Agency Governing Board;
 - 17.2.4. Approval and changes to the LOSSAN Agency Bylaws;
 - 17.2.5. Reduction of LOSSAN Corridor Rail service; and

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17.2.6. Establishment of or changes to cost sharing formulas.

17.3 All other topics require a majority vote of a quorum of the Governing Board at any regular, adjourned or special meeting where a quorum has been constituted for the transaction of business.

18.0 RALPH M. BROWN ACT

All meetings of the Agency shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

19.0 FILING WITH SECRETARY OF STATE

As required by Section 6503.5 of the California Government Code, an appropriate notice of this Agreement shall be filed with the Secretary of State within thirty days of its effective date.

20.0 BYLAWS

The Governing Board may adopt and amend from time to time Bylaws as may be required for the conduct of its meetings and the orderly operation of the Agency.

21.0 COMMITTEES

The Governing Board shall create the following committees:

21.1 The Governing Board shall form a Technical Advisory Committee (TAC) to review on behalf of the Governing Board technical issues associated with the improvements in passenger rail service and related facilities in the LOSSAN Corridor, including stations and rights-of-way, the coordination of public mass transit services and facilities, the coordination of passenger and freight services in the Corridor and other technical matters. The membership of the Committee is authorized in the Bylaws.

21.2 The Governing Board shall form an Executive Committee. There shall be a maximum of four (4) voting members including the Chair, Vice-Chair and Past Chair if available or one person appointed by the Governing Board with the Managing Director serving as a non-voting member. Among these members, there shall be at least one member from the LOSSAN North Region. The Executive Committee will meet as needed.

21.3 The Governing Board shall form other committees as are necessary.

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22.0 COOPERATION WITH OTHER AGENCIES

- 22.1 In order to conserve fiscal resources, the Governing Board shall take actions to ensure that the technical expertise, results of previous analysis related to passenger rail service in the LOSSAN Corridor, information bases, and other data available from member and other relevant agencies shall, to the extent feasible, be fully utilized.
- 22.2 In order to ensure that improvements to intercity rail passenger services and facilities are consistent with the California State Rail Plan, the Agency shall submit an annual plan or program for expenditures in the Corridor prior to the beginning of each fiscal year to the California Department of Transportation. In order to coordinate improvements with the LOSSAN Corridor's Regional Transportation Planning Agencies (RTPAs), this annual plan or program for expenditures shall be submitted to the Southern California Association of Governments, San Diego Association of Governments, Santa Barbara County Association of Governments and San Luis Obispo Council of Governments. Each RTPA shall determine whether or not the annual plan or program is consistent with the Regional Transportation Plan for its area of jurisdiction. The Agency shall submit an annual plan or program for expenditures in the Corridor to Amtrak, for its review when developing its Strategic Guidance and Three-Year Financial Plan.

23.0 WITHDRAWAL BY MEMBER OR ASSOCIATE AGENCY

- 23.1 Notwithstanding any other provision of this Agreement, any Member Agency or Associate Agency may withdraw from the Agency by giving ninety (90) days advance written notice to the Governing Board. Any withdrawal from the Authority will also constitute withdrawal from the Governing Board.
- 23.2 The rights and obligations of any agency so withdrawing from the Agency and the Governing Board shall be determined by negotiation between the Governing Board and the withdrawing member agency. In the event that the Governing Board and the withdrawing Member Agency or Associate Agency cannot agree upon the rights and obligations of the withdrawing Member Agency, such rights and obligations shall be determined by arbitration pursuant to Section 28.0, below.

24.0 DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue in full force and effect until such time as the Member or Associate Agencies and the Governing Board determine that it is in the public interest to dissolve the Agency. Notwithstanding the foregoing, any of the Member or Associate Agencies may exercise its prerogative to terminate its membership in the Agency as set forth in Section 23.0, above. Upon termination of this Agreement by mutual consent of all the Member and Associate Agencies, all assets, liabilities and equity of the Governing

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Board shall be distributed in accordance with the provisions of the Interagency Transfer Agreement and any other agreements authorized by the Governing Board governing such distribution, and any remaining money or assets in possession of the Agency after the payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to the Member or Associate Agencies in proportion to their contributions, if any, determined as of the time of termination.

25.0 NOTICE

Addresses of the parties to the Agreement for the purpose of formal communications among the signatories:

Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012-2952
(213) 922-3041

Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside CA 92502-2208
(951) 787-7141

North County Transit District
810 Mission Avenue
Oceanside, CA 92054
(760) 967-2828

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
(619) 231-1466

California Department of Transportation
P.O. Box 942874
Sacramento, CA 94274-0001
(916) 323-0742

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Southern California Association of Governments
818 W 7th Street, 12 Floor
Los Angeles, CA 90017-3435
(213) 236-1800

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
(619) 595-5300

Ventura County Transportation Commission
950 County Square Avenue, Suite 207
Ventura CA 93003
(805) 642-1591

Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara CA 93110
(805) 961-8900

San Luis Obispo Council of Governments
1114 Marsh Street
San Luis Obispo, CA 93401
(805) 781-4219

National Railroad Passenger Corporation (Amtrak)
510 Water Street, 5th Floor
Oakland CA 94607
(510) 238-4300

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento CA 95814
(916) 324-1541

26.0 AUDIT

The Agency shall provide for the accountability of all funds and shall provide for an annual audit pursuant to Section 6506 of the Government Code.

27.0 AMENDMENTS TO THE AGREEMENT

This Agreement may be amended at any time by approval of the boards of all voting Member Agencies.

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28.0 ARBITRATION

28.1 In the event of a dispute between the Agency, the Managing Agency, Member Agency or any other agency, which cannot be satisfactorily resolved by those parties, said dispute shall be submitted to arbitration by a panel of three arbitrators who shall conduct the arbitration pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by each of the disputants, the third arbitrator to be appointed by mutual consent of the other two arbitrators. The arbitration panel shall resolve the dispute in accordance with the terms of this Agreement, and such resolution shall be final and binding upon the parties. Each party shall bear its own costs of arbitration, including reasonable attorney's fees. The cost of the third arbitrator shall be divided equally between the disputants.

28.2 Unless otherwise agreed by the disputants, only disputes regarding a disputant's rights and obligations arising under the terms of: (i) this Agreement, or (ii) any other agreement between the disputants in which this arbitration provision is incorporated by reference shall be subject to arbitration pursuant to Section 30.1, above.

29.0 CONFLICT OF INTEREST CODE

The Agency by resolution shall adopt a conflict of interest code as required by law.

30.0 SUCCESSOR STATUTES

All statutes cited herein shall be deemed to include amendments and/or successor statutes to the cited statutes as they presently exist.

31.0 AGREEMENT, COMPLETE

This Agreement constitutes the full and complete Agreement of the parties. This Agreement shall supersede the Joint Powers Agreement to establish the Los Angeles - San Diego Rail Corridor Agency dated February 6, 1989 and subsequent amendments adopted prior to the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the dates indicated below.

32.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

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[AGENCY NAME HERE]

Chair

Date

I HEREBY CERTIFY that the attached is a true and correct copy of the original document approved by the Board of Directors:

Clerk of the Board

Date