

## STAFF REPORT

**SUBJECT:** LOSSAN Joint Powers Agreement and Bylaws

**MEETING DATE:** June 17, 2010

**AENDA ITEM:** 6D

**STAFF CONTACT:** Jim Kemp, Michael Powers

### RECOMMENDATION:

Authorize Executive Director to sign amendments to LOSSAN Joint Powers Agreement and Bylaws as recommended by the LOSSAN board of directors.

### DISCUSSION:

The Los Angeles–San Diego–San Luis Obispo Rail Corridor Agency (LOSSAN) is a joint powers agency composed of counties along the Pacific Surfliner rail corridor, extending from San Diego to San Luis Obispo. LOSSAN advocates for improvements in the San Luis Obispo–San Diego coastal rail corridor. Current voting membership includes appointed and elected representation from Caltrans, Amtrak, and Los Angeles, Orange, Ventura, Santa Barbara, San Luis Obispo and San Diego Counties. SBCAG became a member of LOSSAN in 2001.

Over the past several months the LOSSAN board has been discussing opportunities to enhance intercity rail services and promote better integration of the three individual intercity and commuter rail services operating in the corridor (Amtrak, Metrolink and Coaster) so they appear more seamless and comprehensible to the traveling public. In December your board approved the interagency memorandum of understanding (MOU) among LOSSAN member agencies that clearly articulates a shared vision, identifies the business case tasks and scope of work required to support implementation of that shared vision, identifies the budget, resource requirement and schedule associated with completing the necessary studies, and outlines the next steps after completion of business case analysis.

Changes to the MOU necessitates several changes to the rail corridor agency's Joint Exercise of Powers Agreement and Bylaws which need to be re-approved by each member agency including SBCAG. The noteworthy changes proposed are to add Amtrak and the California High-Speed Rail Authority as ex-officio (non-voting) members of the Board, add the Federal Railroad Administration (FRA) as a member of the Technical Advisory Committee, establish an Executive Committee, and add a quorum requirement for Board meetings that at least one member from a member agency north of Los Angeles county be present. This insures a northern regional representative must be present for LOSSAN corridor-wide decision making.

#### Member Agencies

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

The Joint Powers Agreement and Bylaws with the proposed amendments, highlighted with shading, are included in the attachments.

The LOSSAN board approved the amendments to the Joint Powers Agreement and Bylaws at its January 27, 2010 meeting and is requesting that each of the member agencies approve the amendments. Mayor Schneider (SBCAG's alternate representative to LOSSAN) was in attendance at the January 27 LOSSAN meeting and voted to support the amendments. Staff is recommending that the SBCAG board approve the JPA and Bylaw amendments.

**COMMITTEE REVIEW:**

None

**ATTACHMENTS:**

Attachment 1: Joint Exercise of Powers Agreement, LOSSAN

Attachment 2: Bylaws, LOSSAN

# JOINT EXERCISE OF POWERS AGREEMENT

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

### INTRODUCTION

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

Los Angeles County Metropolitan Transportation Authority;

Orange County Transportation Authority;

North San Diego 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.

### 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 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, the parties to this Agreement believe that the joint exercise of their powers will provide an organization capable of implementing the recommendations contained in the State Rail Corridor Study Group's June 1987 report entitled, *Los Angeles-San Diego State Rail Corridor Study*, and undertaking related efforts 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;

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

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 Rail Corridor 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** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, San Diego Metropolitan Transit System, North San Diego County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, San Luis Obispo Council of Governments and California Department of Transportation.
- 1.5 **Ex-officio non-voting member agency** means the Southern California Association of Governments, the National Railroad Passenger Corporation (Amtrak) and California High-Speed Rail Authority.

- 1.6 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- 1.7 **Corridor City** means a city adjacent to the LOSSAN 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 defined as Ventura, Santa Barbara, and San Luis Obispo Counties.
- 1.10 **LOSSAN South** is defined as Los Angeles, Orange, and San Diego Counties.
- 1.11 **Fiscal Year** means from July 1 to and including the following June 30.

## 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.

## 3.0 PURPOSES

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

- 3.1 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.
- 3.2 Negotiate for and accept funds to be expended for the purpose of providing and improving intercity rail passenger services and activities.
- 3.3 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.
- 3.4 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).

- 3.5 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 RAIL CORRIDOR 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 employ agents and employees.
- 4.4 To contract for the services deemed necessary to meet the purposes of the Agency.
- 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.
- 4.6 To construct, manage, and maintain facilities and services.
- 4.7 To sue and be sued in its own name.
- 4.8 To incur debts, liabilities, or obligations. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability, or obligation of any of the agencies that are parties to this Agreement.
- 4.9 To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.
- 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.
- 4.11 To exercise such other powers and to engage in such other activities as are authorized by law (except bonding powers) and approved by the Board.

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

The composition of the membership of the Governing Board shall be set forth in the Agency's Bylaws. All powers of the Agency shall be exercised by the Governing Board.

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

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.

## **7.0 OFFICERS AND APPOINTEES OF THE GOVERNING BOARD AND THE AGENCY**

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.

7.2 The officers of the Agency shall be:

7.2.1 The Treasurer of one of the voting member agencies, 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.

7.2.2 The Auditor of one of the voting member agencies, 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 Board of Directors or such other persons as may be specifically designated for the purpose in the Bylaws.

7.3 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 shall serve at 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 by the

Board guaranteeing faithful performance of the Executive Director's 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**

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 this Agreement.

## **9.0 FUNDING FOR THE AGENCY**

In addition to any funds derived from grants provided for in Section 4.9 of this Agreement, the voting member agencies (except California Department of Transportation) 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.

## **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 LOSSAN North shall constitute a quorum for the transaction of business and all official acts of the Agency.

## **11.0 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).

## **12.0 BYLAWS**

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

## **13.0 COMMITTEES**

The Board shall create the following committees:

- 13.1 The Board shall form a Technical Advisory Committee (TAC) to review on behalf of the 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.
- 13.2 The Board shall form other committees as are necessary.

## **14.0 COOPERATION WITH OTHER AGENCIES**

- 14.1 In order to conserve fiscal resources, the 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.
- 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 Regional Transportation Planning Agencies, 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 Regional Planning Agency 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-Year Financial Plan.

## **15.0 DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect until such time that a majority of the voting member agencies determine it is in the public interest to dissolve the Agency. This does not preclude member agencies from exercising their right to withdraw their membership in the Agency. Ninety day written notice shall be given.

## 16.0 DISPOSITION OF ASSETS

Upon termination of this Agreement, any money 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 agencies in proportion to their contributions 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.

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

North San Diego 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 7<sup>th</sup> 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

## **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.

## **19.0 AMENDMENTS TO THE AGREEMENT**

This Agreement may be amended at any time by the unanimous Agreement of the voting member agencies.

## **20.0 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 the Joint Powers Agreement to establish the Los Angeles - San Diego Rail Corridor Agency dated February 6, 1989.

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

## **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.

Santa Barbara County Association of Governments

Date:

April 5, 2010

By:

Jim Kemp,  
Executive Director

**BYLAWS**  
**THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO**  
**RAIL CORRIDOR AGENCY**

**PREAMBLE**

The Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency is a Joint Powers Agency created at the recommendation of the Los Angeles-San Diego State Rail Corridor Study Group which recognized the need for a public agency to oversee increases in the level of intercity passenger rail service in the travel corridor between San Diego and Los Angeles. This agency has evolved as rail service has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties and now includes all counties along the Pacific Surfliner Corridor from San Diego to San Luis Obispo County.

**ARTICLE I - FUNCTIONS**

The functions of the Agency to be accomplished in coordination with the Southern California Regional Rail Authority called for in Article 10 of Chapter 4 of Division 12 of the Public Utilities Code, Sections 130450-130455, are:

- Section A. Plan, recommend programs, promote and identify funding sources for improvements to intercity and commuter passenger rail services and facilities in the LOSSAN corridor, including the acquisition or leasing of rights-of-way, stations and station sites; the leasing or acquisition of equipment; and related activities.
- Section B. Negotiate for and accept funds to be expended for the purpose of providing and improving intercity and commuter passenger rail services and activities.
- Section C. 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.
- Section D. Coordinate facility, service, and operational plans and programs with other organizations providing passenger rail service in the Southern California Region, adjacent regions 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 Corporation and Union Pacific or their successor corporations, and the National Railroad Passenger Corporation (Amtrak).
- Section E. Advocate improvements to services and facilities for the corridor before local, regional, state, and federal officials and agencies.

## ARTICLE II - DEFINITIONS

- Section A. **Agency** means the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency.
- Section B. **Governing Board or Board** means the Board of Directors of the Agency.
- Section C. **LOSSAN** is the acronym for Los Angeles-San Diego-San Luis Obispo.
- Section D. **Voting member agencies** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, San Diego Metropolitan Transit System, North San Diego County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, San Luis Obispo Council of Governments and California Department of Transportation.
- Section E. **Ex-officio non-voting member agency** means the Southern California Association of Governments and the National Railroad Passenger Corporation (Amtrak).
- Section F. **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- Section G. **Corridor City** means a city adjacent to the LOSSAN right-of-way.
- Section H. **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.
- Section I. **LOSSAN North** is defined as Ventura, Santa Barbara, and San Luis Obispo Counties.
- Section J. **LOSSAN South** is defined as Los Angeles, Orange, and San Diego Counties.
- Section K. **Fiscal Year** means from July 1 to and including the following June 30.

## ARTICLE III - MEMBERSHIP

- Section A. Voting Members of the Governing Board

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:

- 3.1 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 city.
- 3.2 Two members appointed by the Orange County Transportation Authority selected from its own membership or former membership.
- 3.3 A member appointed by the San Diego Metropolitan Transit System selected from its own membership or former membership.
- 3.4 A member appointed by the North San Diego County Transit District selected from its own membership or former membership.
- 3.5 A member appointed by the San Diego Association of Governments selected from its own membership or former membership.
- 3.6 While three members of the Governing Board shall represent San Diego County (San Diego Metropolitan Transit System, North San Diego 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.
- 3.7 A member appointed by the Ventura County Transportation Commission selected from its own membership or former membership.
- 3.8 A member appointed by the Santa Barbara County Association of Governments selected from its own membership or former membership.
- 3.9 A member appointed by the San Luis Obispo Council of Governments selected from its own membership or former membership.
- 3.10 The Caltrans Director or designee.
- 3.11 Each voting member agency may appoint alternates to serve in the absence of the regular appointee.

Section B. Ex-Officio Member of the Governing Board

- 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.

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.

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.

## ARTICLE IV - ADMINISTRATION

Section A. **In General** - The Officers shall consist of the Chair and a Vice-Chair, both of whom shall represent a voting member of the Governing Board, a Treasurer, Auditor, and other officers as the Agency deems necessary and as set out in these By Laws.

Section B. **Term of Office** - The Chair and Vice-Chair shall serve one-year terms of office.

Section C. **Election of Officers** - The Agency at its first meeting and at its first quarterly meeting every year thereafter, and at such other times as there may be a vacancy in either office, shall elect a Chair who shall preside at meetings and a Vice-Chair who shall preside in the Chair's absence.

Section D. **Executive Committee** - There shall be a maximum of 4 voting members including the Chair, Vice-Chair and Past Chair if available or one person appointed by the Board with the Executive Director serving as a non-voting member. Among these members, there shall be at least one member from LOSSAN North and LOSSAN South. The Executive Committee will meet as needed.

1. The Executive Committee shall have the authority and duty to:

a. Review and approve the agendas for the meetings of the Board as needed;

b. Provide direction to the Executive Director

c. Make recommendations as needed to the Board regarding the work program, budget, positions to be taken on issues, contracts and all other matters within the jurisdiction of the agency;

d. Evaluate Executive Director in conjunction with the Board;

e. Monitor the function of all agency committees.

f. Minutes of Executive Committee shall be circulated to the Board of Directors

g. Executive Committee is authorized to act in emergency situations but must be reported to the Board.

Section E. **Appointment of Executive Director** - The Executive Director and such other officers as the Agency may deem necessary shall be appointed by a majority vote of the Governing Board.

1. The Executive Director will serve at the pleasure of the Governing Board, which shall determine conditions of employment, including compensation.
2. At the discretion of the Governing Board, duties of the Executive Director may be assigned to a voting member agency's staff person.
3. Contested personnel decisions of the Executive Director may be appealed to the Board of Directors by any affected person with a statement of cause or purpose. The Board may make a determination to hear or not hear the matter solely at the Board's discretion by majority vote.

Section F. **Removal of Officers** - Officers may be removed from office by a majority vote of the member agencies. Voting on removal shall take place no sooner than at the next regular meeting following the meeting at which a motion to remove officers was introduced. The motion should include the reasons for removal.

Section G. **Duties of Various Officers**

1. **Duties of the Chair** - The Chair shall, if present, preside at all meetings of the Agency and exercise and perform such other powers and duties as may from time to time be assigned to the Chair by the Agency or provided herein. In any case in which the execution of a document or the performance of an act is directed, the Chair, unless an act of the Agency otherwise provides, is empowered and directed to execute such document or perform such act.
2. **Duties of the Vice-Chair** - The Vice-Chair shall perform, in order, the duties of the Chair in his or her absence and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair.
3. **Chair Pro Tempore** - In the event of the absence of or inability to act of the Chair and Vice-Chair, the voting members present at any meeting of the Agency, by order entered in the minutes, shall select one of their voting members to act as Chair Pro Tempore, who, while so acting, shall have all the authority of the Chair.

4. **Duties of the Treasurer** - The Treasurer of one of the voting member agencies, 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. If staff from one member agency is performing the Executive Director functions, the Treasurer duties will be performed by another member agency.
  - a. The Treasurer shall comply with all duties imposed under California Government Code, Section 6500 et.seq.
  
5. **Duties of the Auditor** - The Auditor of one of the voting member agencies, 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 demands are approved by the Governing Board or such other persons as may be specifically designated in the Bylaws.
  - a. The Auditor shall comply with all duties imposed under California Government Code, Section 6500 et.seq.
  
6. **Duties of the Executive Director** - The Executive Director shall be an officer of the Agency. The powers and duties of the Executive Director are:
  - a. To administer the personnel system, including contract and non-contract employees, of the Agency.
  - b. To administer all contracts.
  - c. To cause to be prepared by a Certified Public Accountant and submitted to the Agency as soon as practical after the end of each fiscal year, a post audit of the financial transactions and records of the Agency for the preceding year.
  - d. To keep the Agency advised as to the needs of the Agency.
  - e. To have full charge of the administration of the business affairs of the Agency.
  - f. To see that all ordinances, rules, and regulations, motions, or resolutions are implemented and enforced.
  - g. To prepare and submit to the Agency on or before the last meeting of March of each year a proposed budget for the succeeding fiscal year.
  - h. The Executive Director is authorized to take any or all of the following actions in relation to non-contract employees of the Agency.

- (1) To hire employees at the appropriate salary range, as determined by the Board.
  - (2) To promote, transfer, suspend with or without pay, or discharge any employee.
- i. The Executive Director is authorized to make disbursements of funds of the Agency not to exceed \$5,000 each for the business of the Agency, provided that this limitation shall not apply to salary or to other disbursements that are necessary to meet contractual obligations that have been approved by the Agency per the authorized budget.
  - j. The Executive Director is authorized to contract for and execute, on behalf of the Agency, supplies, equipment and materials, and personal service contracts not to exceed \$5,000 without prior Agency approval.
  - k. The Executive Director shall keep or cause to be kept a book of minutes of all meetings of the Agency.
  - l. The Executive Director shall give or cause to be given notice of all meetings as may be required by law, by these By Laws, or by motion or resolution of the Agency.
  - m. The Executive Director shall:
    - (1) Oversee the functions of the Treasurer and Auditor.
    - (2) Execute a bond with one or more corporate sureties approved by the Agency in the sum of \$250,000 payable to the Agency, conditioned upon the faithful performance of the duties of the office, and the payment of all money received by him according to law and the orders of the Agency.
    - (3) Prepare or cause to be prepared a written report filed with the Agency quarterly (July, October, January, and April) and circulated to the Board of each year reporting the amount of money held, the amount and source of receipts since the last report, and the amount and recipient of the amounts paid out since the last report prior to the meeting
    - (4) Keep a full and complete record of all financial transactions and records of the Agency.
  - n. The Executive Director shall define an annual work program and report annually to the Board on progress.

- o. The Executive Director shall have such other duties, powers, and responsibilities as may from time to time be assigned by the Agency.
- p. At the discretion of the Board, duties of the Executive Director may be assigned to a voting member agency' staff person.

Section H. **Committees**

1. **Technical Advisory Committee** - The Board shall form a Technical Advisory Committee (TAC) to review, on behalf of the Board, technical issues associated with the improvements in passenger rail service and related facilities in the LOSSAN corridor.
  - a. The membership of the Committee shall include representatives from the voting member agencies and Ex-Officio non-voting agencies as well as representatives from the California Public Utilities Commission, BNSF Railway, Union Pacific Railroad, Southern California Regional Rail Authority/Metrolink, and the **Federal Railroad Administration**.
  - b. **Quorum** - At least 5 members of the TAC, including at least one member from each county of Orange, San Diego, and Los Angeles and at least one member from LOSSAN North shall constitute a quorum.
  - c. All actions of the TAC require a majority vote of the voting members present.
2. The Board shall form other committees as necessary.
3. The Chair shall name all members of Board committees with consent of a majority of the Board.

**ARTICLE V - MEETINGS**

Section A. **Agenda** - Matters to be placed on the agenda for any regular meeting may be filed with the Executive Director or the Chair of the Agency. The agenda for each regular meeting shall be prepared by the Executive Director. Copies of the agenda shall be mailed or delivered to each member three working days prior to the regular meeting date. Formal action, other than appointment of the committee or subcommittee, will not ordinarily be taken with respect to any matter not included on the agenda unless a majority of the voting members of the Agency present at the meeting consent to such consideration.

- Section B. **Regular Meetings** - Regular meetings of the Agency shall be held at least quarterly, on the date determined by the Chair. The meetings of the Agency will be held at a location at the discretion of the Board.
1. The meeting place may rotate among the member agencies.
  2. The Chair shall announce the date and place of the next meeting.
- Section C. **Special Meetings** - A special meeting may be called at any time by the Chair or, in the Chair's absence, by the Vice-Chair, in order, or by any six members by delivering personally or by mail written notice to the Executive Director and to each member. Such notice shall be delivered at least 24 hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business transacted at such meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Secretary a written waiver of notice. Such waiver may be given by telegram or facsimile. Such written notice shall be deemed waived as to any member who is actually present at the meeting at the time it convenes.
- Section D. **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 LOSSAN North shall constitute a quorum for the transaction of business and all official acts of the Agency.
- Section E. **Ralph M. Brown Act** - All meetings of the Agency shall be called, noticed, and conducted in the manner prescribed in the California Government Code, Section 54950, et.seq.
- Section F. **Committee of the Whole** - At any regular meeting not held because of a lack of a quorum, members present, if less than a quorum of the Agency, may constitute themselves a "Committee of the Whole" for purposes of discussing agenda matters or any other matter of interest to the members present. The committee shall automatically cease to exist if a quorum of the Agency is present at the meeting.
- Section G. **Motions** - Only voting members may make and second motions.
- Section H. **Actions of the Board** - All actions of the Board shall pass by a majority vote of the quorum.

## ARTICLE VI - PROCUREMENT OF GOODS AND SERVICES

- Section A. **In General** - The Agency may enter into contracts of any nature including, but not limited to, contracts to indemnify and hold harmless, to employ labor, and to do acts necessary and convenient for the full exercise of its powers. The Agency

may contract with any public agency or with any other person or organization upon such terms and conditions as the approving authority finds are in the best interests of the Agency.

1. The Agency shall develop administrative procedures establishing proper procurement practices and authority to award contracts.
2. The Executive Director may authorize the purchase of goods or services for the Agency through the procurement department of any of the member agencies, counties, or other public agency if this would be advantageous to the Agency and if the purchase is conducted using acceptable contracting procedures. Approval of such purchases is restricted to the same level of approval authority as would be required were the Agency to conduct the procurement itself.

## **ARTICLE VII - BUDGET, DUES AND FINANCIAL RECORDS**

Section A. **Budget Adoption** - Each year no later than the Agency's last meeting in March, the Executive Director shall submit for the Board's adoption the Annual Budget for the succeeding fiscal year. Approval of a majority of a quorum of the Board shall be required for adoption of the Budget and any amendments thereto.

Section B. **Board Approval of Expenditures**

1. The Board's approval of an Annual Budget shall be deemed approval of expenditures made in accordance with the approved Budget. All expenditures in excess of the designations and limitations of the approved Annual Budget and in excess of \$5,000 shall be made only upon the approval of a majority of a quorum of the Board.
2. The Board shall receive a quarterly report on expenditures of \$5,000 and less.
3. With respect to procurements of goods and services, approvals of contract awards shall be made in accordance with the Agency's administrative procedures, but payment of a contractor or consultant in accordance with the terms of an approved contract is authorized without further Board approval.
4. Approvals of expenditures for travel, conference and business-related activities and reimbursement of Board Members and Agency employees for such expenditures shall be governed by the Travel, Conference and Business Expense procedures to be adopted by the Agency.

Section C. **Dues.** The Member agencies shall be responsible for the payment annually, of dues and the amounts periodically budgeted by the Board, as and for the

operating costs of the organization ("Dues"). Sixty (60) days notice shall be provided to Members of the date of the meeting at which any increase in the Dues is to be determined for the following year. If an increase in dues is proposed from the previous year, a majority affirmative vote of the total voting membership of the Board is required to set the new dues.

Section D. **Books and Accounts** - A full and complete record of all financial transactions of the Agency shall be maintained by the Executive Director, with the support of the Auditor and Treasurer in accordance with practices established by, or consistent with those utilized by the Controller of the State of California for like public agencies. In particular, the Executive Director or designee, with the support of the Auditor and Treasurer, shall comply with the requirements of the statute governing joint power agencies, Chapter 5, Division 7, Title 1 of the Government Code commencing at Section 6500.

Section E. **Audit Reports** - The Executive Director or designee and the Auditor shall cause to be prepared by an independent Certified Public Accountant an audit of the financial transactions and records of the Agency for the preceding year. The audit shall be presented as soon as practical after the close of each fiscal year. In addition, the Executive Director or designee shall prepare and file with the Agency quarterly reports as stated in Article IV, Section G6m(4).

Section F. **Investment of Funds** - All funds of the Agency from whatever source shall be deposited with the Treasurer who shall have custody of the funds. All funds of the Agency will be invested in the manner and upon the conditions set forth in Government Code Section 53601. In the event that receipt of funds from a particular source shall be conditioned upon investment requirements for those funds, and furthermore, that those requirements do not conflict with Government Code Section 53601, the Treasurer shall invest such funds in compliance with the requirements of the funding source.

## **ARTICLE VIII - AMENDMENTS**

Amendments to these Bylaws may be proposed by a Board Representative. The Amendment shall be submitted to the Board at a meeting at least one month prior to the meeting at which the Amendment is voted upon. A vote of two-thirds (2/3) of the total voting membership of the Board is required to adopt an Amendment.