

Attached in both REDLINE and CLEAN formats is an Amended and Restated Agreement to Form Joint Powers Authority for the California Vanpool Authority. The REDLINE version is compared to the current Joint Powers Agreement for CalVans. Please review the proposed Agreement. For ease of review we have included the most notable changes from the last version, along with a brief description or explanation of the change. They are:

Article I, General Provisions, Section 2 of the Joint Powers Agreement amended in its entirety to read as follows:

2. Boundaries.

The boundaries of the Transit Authority shall be the same as the collective geographic boundaries of the Member Agencies, however, nothing herein shall prevent or prohibit the Transit Authority from operating or providing its services outside of Transit Authority boundaries.

Discussion: This change is included to give the Authority flexibility as to whether it will operate. This allows the Authority to operate outside of the jurisdictional boundaries of its members.

Article II, Organization, Section 5 of the Joint Powers Agreement amended in its entirety to read as follows:

5. Meetings.

The Board shall by resolution establish the date, time, and place for regular meetings. Special meetings may be called by either the Chair of the Board or the Executive Director as otherwise allowed by law. All meetings of the Board shall be in conformance with the Ralph M. Brown Act (California Government Code Sections 64950, *et seq.*), as will meetings of its committees, if any, to the extent required by law. The Board may hold meetings in any fashion and utilizing any technology, including but not limited to telephone, video conference, or other permissible technology under the Ralph M. Brown Act. The Board of Directors may establish from time-to-time compensation, reimbursement or a fee to be paid to those Directors who appear at any meeting of the Board or any committee.

Discussion: This change provides flexibility, as allowed by law, for the Authority to have teleconference or video meetings because of the Authorities jurisdictional reach being State wide.

Article II, Organization, Section 8 of the Joint Powers Agreement amended in its entirety to read as follows:

8. Supermajority Vote.

Notwithstanding Article II, Section 7, the following matters require a Supermajority Vote. A Supermajority Vote means 2/3 vote of the Board members present at any meeting at which a quorum is present:

- The borrowing of funds or otherwise incurring any debt on behalf of the Transit Authority outside the everyday operations of the Transit Agency.
- Voluntarily permitting a lien to be placed on any equipment, assets, or property of the Transit Authority.

Discussion: It is the opinion of the Board to move these certain items to require a 2/3 vote. Other matters are decided by simple majority.

Article II, Organization, Section 10 of the Joint Powers Agreement is amended in its entirety to read as follows:

10. Committees.

Notwithstanding Article II, Section 9 above, The Board of Directors may establish, from time to time, an Executive Committee, a Legislative Committee, and a Nominating Committee. These committees may be established by a majority vote of the Board, and any rules, procedures, and direction shall be provided by the Board to such committees.

Discussion: This section is a new section. It provides for the establishment of certain committees.

Article III, Finances, Section 1 (c) of the Joint Powers Agreement is amended in its entirety to read as follows:

- (c) Member Agencies may contract with or assist the Transit Authority with obtaining federal, state, or other public funds or payments, as may be available;

Any advance made in accordance with paragraph (c) of this Section 1 shall be repaid in the manner agreed to by the advancing Member Agency and the Board, at the time the advance is made. Nothing herein shall prohibit the receipt or acceptance of donations by or from non-Member Agencies as determined from time to time by the Board.

Discussion: This Section provides for the Authority seeking available federal, state or public funds. It also allows for donations from non-Member Agencies as recently Authority clients have offered to donate vehicles for ownership and use by the Authority under certain conditions.

Article IV, Miscellaneous, Section 3 of the Joint Powers Agreement is amended in its entirety to read as follows:

3. Withdrawal.

A Member Agency may withdraw from the Transit Authority by filing its written notice of withdrawal with the Executive Director 180 days before the actual withdrawal. Such a withdrawal shall be effective on the last day of the 180 days. The withdrawal of a Member Agency shall not in any way discharge, impair, or modify the voluntarily assumed obligations of the withdrawn Member Agency in existence as of the effective date of its withdrawal. Withdrawal of a Member Agency shall not affect the remaining Member Agencies, nor shall such withdrawal change or impact where the Transit Authority can provide services or otherwise operate.

Discussion: The change in this Section just clarifies that if a Member Agency withdraws, that does not automatically result in the Authority being prohibited from operating in that jurisdiction.