

FIRST AMENDED JOINT POWERS AGREEMENT

SAN JOAQUIN COUNTY REGIONAL RAIL COMMISSION

THIS AGREEMENT is entered into as of the 22 of July 2003, by and among the Parties hereto.

1. DEFINITIONS

As used herein, the following words have the following meanings:

1.1. "ACCMA" means the Alameda Congestion Management Agency, a joint powers agency consisting of the County of Alameda, the 14 cities in Alameda county and two transit agencies.

1.2. "Act" means chapter 5 (commencing at section 6500) of Division 7 of title 1 of the California Government Code.

1.3. "ACE" means the Altamont Commuter Express.

1.4. "ACE JPA" means the joint powers agreement entered into by ACCMA, SJRRC, and VTA in May of 1997, as amended.

1.5. "Auditor-Controller" means the Auditor-Controller of the County and of SJRRC.

- 1.6. "BAS" means the Baseline ACE Service and includes the present 3 train service, including current dedicated ACE shuttles and the Work Late Bus all as defined further in Exhibit A to the CSA.
- 1.7. "Board of Supervisors" means the Board of Supervisors of the County.
- 1.8. "City Councils" means the respective City Councils of the Cities who are Parties.
- 1.9. "COG" means the San Joaquin Council of Governments.
- 1.10. "COG Board" means the governing Board of COG.
- 1.11. "CSA" means the Cooperative Services Agreement entered into by and between ACCMA, SJRRC, and VTA to take effect July 1, 2003.
- 1.12. "County" means the County of San Joaquin.
- 1.13. "Elected Officials" means any member of the governing body of a Party to this Agreement.
- 1.14. "JPA" means this Amended Joint Powers Agreement.
- 1.15. "MOU" means the agreement which SJRRC will enter into with any public agency appointing Special Voting Commissioners pursuant to Section 16 which agreement, among other things, will spell out on what matters Special Voting Commissioner may participate and vote.

1.16. "Party" means any public agency which pursuant to governing body authority has executed this Agreement.

1.17. "Parties" means any two or more of the public agencies within San Joaquin County which pursuant to governing body authority have executed this Agreement.

1.18. "Passenger Rail Service" means long distance, inter-city rail service or commuter rail service to the extent the service is authorized by state and federal law.

1.19. "Regular Voting Commissioner" means a commissioner appointed to the SJRRC Board by the COG Board pursuant to Section 4 of the JPA.

1.20. "SJRRRC" means the San Joaquin Regional Rail Commission, a joint powers agency, consisting of the County of San Joaquin and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, and Tracy originally created by an Agreement dated April 19, 1995 as amended by this "Amended Agreement".

1.21. "SJRRRC Board" means the Board established pursuant to Section 4 of the JPA as the governing body of SJRRRC consisting of six Regular Voting Commissioners and as augmented by Special Voting Commissioners for certain limited matters pursuant to Section 16 of the JPA.

1.22. "Special Voting Commissioner" means a commissioner with limited voting authority appointed to the SJRRRC Board pursuant to Section 16 of the JPA.

1.23. "Treasurer" means the Treasurer of the County and of SJRRC.

1.24. "VTA" means the Santa Clara Valley Transportation Authority.

2. RECITALS

2.1. The Act authorizes two (2) or more public agencies to jointly exercise any power common to them.

2.2. The County of San Joaquin and the incorporated cities therein possess in common the powers to plan for, own, maintain, operate, lease, and contract for railroad service and facilities for the purpose of transporting passengers within and outside their respective boundaries.

2.3. The County of San Joaquin and the incorporated cities therein, by virtue of California Public Utilities Code sections 99234.9 and 99400, possess in common the authority to file claims with the regional transportation planning agency, the COG, for rail passenger service operation expenditures and capital improvement expenditures, including construction and maintenance of intermodal transportation facilities.

2.4. The County of San Joaquin and the incorporated cities therein, by virtue of California Public Utilities Code section 99260.5, possess in common the authority to file with COG any claims for payment to a railroad corporation subject to the jurisdiction of the Public Utilities Commission, and recover operating losses

incurred in the transportation of persons within the County of San Joaquin and the incorporated cities therein and to or from the same.

2.5. The people residing within the incorporated and unincorporated areas of San Joaquin County have an interest in rail transportation within the County, to destinations outside the County, and to facilitate the movement of people through the County.

2.6. The continued growth and extensive development within the incorporated and unincorporated areas of San Joaquin County evidences a need to create an independent regional agency capable of dealing with rail transportation issues and problems.

2.7. In May of 1997 SJRRC together with ACCMA and VTA entered into the ACE JPA to initiate and operate ACE service providing commuter rail service and serving stations in San Joaquin, Alameda, and Santa Clara counties.

2.8. The parties to the ACE JPA have allowed the agreement to terminate.

2.9. After the ACE JPA terminated, SJRRC became the owner, operator, and policy making body for, among other things, the BAS.

2.10. SJRRC has entered into the CSA with ACCMA and VTA to provide the BAS to Alameda and Santa Clara Counties.

2.11. After the ACE JPA termination, SJRRC will continue to operate the BAS pursuant to the CSA.

3. ESTABLISHMENT OF THE SJRRC

3.1. Upon the effective date of April 19, 1995, the Parties hereto established SJRRC, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in the April 19, 1995 Agreement and to administer or otherwise execute that Agreement. The Parties now continue SJRRC for the same purposes and functions to operate pursuant to this First Amended Agreement.

3.2. SJRRC, shall function as the regional representative for rail transportation for the purpose of acting upon any appropriate proposals which may be presented to it for consideration and for transmission of proposed recommendations to federal, state, regional, and local agencies.

4. SJRRC BOARD

4.1. SJRRC shall be governed by the SJRRC Board which shall be comprised of six Voting Commissioners, all of which shall be elected officials of a city council within San Joaquin County or a member of the Board of Supervisors. The six Regular Voting Commissioners may be augmented by Special Voting Commissioners from jurisdictions outside San Joaquin County for certain limited purposes as provided in Section 16 relating to Special Voting Commissioners.

4.2. Ex-Officio non-voting members may be appointed by the SJRRC Board.

4.3. Appointments of the Regular Voting Commissioners, shall be recommended by the Executive Committee of the COG Board and appointed by the COG Board, and shall serve at the discretion of the COG Board. After the adoption of this Amended Agreement, COG shall appoint one additional Regular Voting Member to the SJRRC Board, and thereafter, there shall be six Regular Voting Commissioners.

4.4. All Regular Voting Commissioners, shall reside within San Joaquin County and shall serve for a term of four (4) years. The initial Voting Commissioners established staggered terms. In the event a Regular Voting Commissioner shall cease to be an elected official as required by Section 4.1, his or her term on the SJRRC Board shall immediately terminate, and a new Regular Voting Commissioner shall be appointed in accordance with Section 4.3 for a full term of four (4) years.

4.5. A quorum for conducting all matters of business shall be three of the Regular Voting Commissioners. The affirmative vote of at least a majority of the Regular and Special Commissioners present and entitled to vote on the issue shall be required for the approval of any matter (unless a greater number is required by any resolution, ordinance or statute). In the event of a tie vote, the side on which the Chairperson or the acting Chairperson voted shall prevail. Special Voting Commissioners shall only participate and vote as expressly set forth in Section 16.

4.6. The SJRRC Board shall establish a time and place for regular SJRRC Board meetings. All meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, section 54950 et seq.

4.6.1. If the SJRRC Board will have on its agenda an item of concern in a County served by SJRRC other than San Joaquin the Executive Director and /or the chairperson may schedule a meeting away from the regular meeting place and in the affected County to consider that item provided that the agenda for the meeting complies with Section 54954 of the California Government Code.

4.6.2. At least once each year the SJRRC Board shall meet on board one of the trains operated by the SJRRC. Each Regular and Special Voting Commissioner shall purchase a round trip ticket even though return may be on a bus or by other means. Members of the public, including press representatives, who do not regularly ride on the train may obtain a pass to be on the train for the purpose of attending the meeting. The agenda for a meeting held on a train shall comply with Sub-Section 54954(a)(6) of the California Government Code.

4.7. The SJRRC Board may establish committees and sub-committees from time to time as needed.

4.8. The By-laws of SJRRC Board shall be those attached to this Agreement marked exhibit "A".

5. POWERS AND FUNCTIONS

5.1. SJRRC shall have the common power of the Parties hereto to plan, to establish, and to operate Passenger Rail Service within the County and to other counties, purchase rolling stock including cars and locomotives, acquire railroad sites and stations in conjunction with San Joaquin County or the city or cities benefited or affected thereby, operate rail stations, and to carry out all other activities necessary to provide passenger rail service for the benefit of the people of San Joaquin County, both in and out of the San Joaquin County boundaries. In the exercise of that power, the SJRRC is authorized in its own name to:

5.1.1. Employ an executive director as the chief administrative officer of SJRRC;

5.1.2. Employ employees and contract for professional services;

5.1.3. Make and enter into contracts;

5.1.4. Acquire, hold and convey real and personal property;

5.1.5. Incur debts, obligations and liabilities;

5.1.6. Accept contributions, grants or loans from any public or private agency or individual, or the United States, the State of California or any department, instrumentality, or agency thereof, for the purpose of financing its activities;

5.1.7. Invest money that is not needed for immediate necessities, as the SJRRC Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with section 53601 of the California Government Code;

5.1.8. Have appointed members and ex-officio members of the SJRRC Board serve without compensation from SJRRC, except that they may be reimbursed for all reasonable expenses and costs relating to attendance at SJRRC meetings or the conduct of other SJRRC business;

5.1.9. Do all other acts reasonable and necessary to fulfill its purpose;

5.1.10. Sue and be sued, in its own name only, but not in the name or stead of any Party; and

5.1.11. To exercise any and all other powers as may be provided for in California Government Code section 6547.

5.1.12. As provided for each of the Parties by California Public Utilities Code sections 99234.9 and 99400, to file claims with the regional transportation planning agency, the COG, for rail passenger service operation expenditures and capital improvement expenditures, including construction and maintenance of intermodal transportation facilities.

5.1.13. As provided for each of the Parties by California Public Utilities Code section 99260.5 to file with COG any claims for payment to

a railroad corporation subject to the jurisdiction of the Public Utilities Commission, and recover operating losses incurred in the transportation of persons within the County of San Joaquin and the incorporated cities therein and to or from the same.

5.2. The powers to be exercised by SJRRC are subject to such restrictions as are imposed upon the County in the exercise of similar powers. SJRRC shall be held strictly accountable for all the funds it received, holds or disposes.

6. EXECUTIVE DIRECTOR

The SJRRC Board may select an Executive Director. The Executive Director shall serve, at the pleasure of and upon the terms prescribed by the SJRRC Board, and his or her powers and duties shall include:

- 6.1. Serving as Secretary to the SJRRC Board;
- 6.2. Keeping accurate and sufficient records of all SJRRC proceedings;
- 6.3. Receiving and transmitting all SJRRC correspondence;
- 6.4. Maintaining files for all reports;
- 6.5. Directing and coordinating the work of SJRRC;
- 6.6. Preparing and administering the SJRRC annual budget and work program;
- 6.7. Maintaining a record of all financial transactions;

6.8. Making an annual report covering the business of SJRRC during the preceding year;

6.9. Transmitting to his or her successor all books and records of SJRRC in his or her possession;

6.10. Employing, supervising, and terminating employees subject to policies and procedures adopted by SJRRC; and

6.11. Other duties as are usually incidental to the office of Executive Director.

7. FINANCING

7.1. The fiscal year of SJRRC shall be July 1 through June 30.

7.2. Annually, SJRRC shall prepare a budget for the ensuing fiscal year to commence on July 1. When adopted by the SJRRC Board, the budget shall serve as the approved budget for the fiscal year in carrying out the tasks within the approved work program for the year. Any use of amendments of the budget shall be at the sole discretion of the SJRRC Board.

7.3. A Party in the exercise of the reasonable discretion of its governing body, may provide support for SJRRC, its staff, and its professional consultants, including the providing of quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone and transportation services, and any

professional and technical assistance as may be necessary to enable SJRRC to perform its responsibilities. All assistance shall be provided on an at-cost basis.

7.4. SJRRC shall apply for available state federal, regional, and local support funds, and shall make new and additional applications from time to time as appropriate. If deemed necessary, the SJRRC Board may also establish and collect filing and processing fees in connection with matters to be considered by it.

8. TREASURER

8.1. The Treasurer of the County shall be the Treasurer of SJRRC.

8.2. The Treasurer shall:

8.2.1. Receive and receipt all money of SJRRC and place it in the treasury of the County to the credit of SJRRC.

8.2.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all Commission money held by the Treasurer.

8.2.3. Pay any sums due from SJRRC, from SJRRC's funds held by the Treasurer or any portion thereof, upon warrants of the Auditor-Controller designated herein.

8.2.4. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to SJRRC the amounts of monies the Treasurer holds for SJRRC, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

8.2.5. SJRRC shall reimburse the County for the cost of services provided by the Treasurer to SJRRC upon an at-cost basis.

9. AUDITOR-CONTROLLER

9.1. The Auditor-Controller of the County shall be the Controller for SJRRC.

9.2. The Auditor-Controller shall draw warrants to pay demands against SJRRC when the demands have been approved by the SJRRC Board and/or the SJRRC Executive Director. The Controller shall be responsible, on his official bond, for approving disbursements of SJRRC money.

9.3. The Controller shall keep and maintain records and books of account on the basis of generally accepted accounting practices. The books of account shall include records of assets, liabilities, and contributions, if any, made by each Party to this Agreement.

9.4. The Controller shall make available all the financial records of SJRRC to a certified public accountant, contracted by SJRRC to make an annual audit of the accounts and records of SJRRC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under section 26909

of the California Government Code and shall conform to generally accepted auditing standards.

9.5. SJRRC shall reimburse the County for the cost of services provided by the Controller to SJRRC upon an at-cost basis.

10. BOND REQUIREMENTS

The Executive Director and such other persons employed by SJRRC, as may be designated by the SJRRC Board, shall file with the SJRRC Board an official fidelity bond, in a penal sum determined by the SJRRC Board, as security for the safekeeping of any SJRRC property to which that employee is entrusted. However, if the Executive Director or other such persons designated are already bonded by another agency, no additional bonding shall be required by this section. Premiums for any bonds required under this section shall be paid by SJRRC.

11. PARTIES' LIABILITY

The debts, liabilities and obligations of SJRRC shall not be debts, liabilities or obligations of the Parties either singularly or collectively.

12. ASSIGNABILITY

By vote of a majority of the Regular Voting Members, all or any of the rights and property subject to this Agreement may be assigned to further the purpose of this Agreement. However, no right or property of SJRRC shall be assigned without

compliance with all conditions imposed by any state, federal or local entity from which SJRRC has received financial assistance.

13. WITHDRAWAL OF A PARTY

A Party to this Agreement may, at any time, withdraw from SJRRC, following 90 days' notice to SJRRC and its members, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party. Unless the withdrawing Party and the SJRRC Board specifically and mutually agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of SJRRC.

14. TERMINATION AND DISSOLUTION

14.1. This Agreement shall continue in force without specific term, except as otherwise provided herein.

14.2. If, at any time, the County of San Joaquin and the incorporated cities therein, which are members of SJRRC represent less than the County and a majority of the cities representing a majority of the population of the incorporated areas residing within the area of the County, based upon the latest California Department of Finance estimate of population, SJRRC shall be deemed disestablished and this Agreement shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

14.3. If this Agreement is terminated, all real and personal property owned by SJRRC shall be distributed to the federal, state or local funding agency or Party to

this Agreement that either supplied the property or whose funding provided for the acquisition of the property unless other distribution is provided by law. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this Agreement in proportion to the population of each jurisdiction as delineated in the latest California Department of Finance estimate of population.

14.4. In the event of termination, if there are not sufficient unencumbered funds which are a part of the assets of SJRRC available to pay for the costs of dissolution, the costs of dissolution above available funds shall be borne by the Parties to this Agreement in proportion to the population of each jurisdiction as delineated in the latest California Department of Finance estimate of population.

14.5. This Agreement shall not terminate until all property has been distributed in accordance with this section.

14.6. Prior to final termination, the Board may elect to make an assignment pursuant to Section 13.

15. RETURN OF SURPLUS FUNDS

Upon termination of this Agreement, any surplus money on hand shall be returned to the federal, state or local agency or the Party to this Agreement that provided the funds.

Should the origin of any funds be undeterminable, the funds shall be disbursed to the Parties to this Agreement in proportion to the population of each jurisdiction as

delineated in the latest California Department of Finance estimate of population.

16. SPECIAL VOTING COMMISSIONERS

16.1. The SJRRC Board may authorize Special Voting Commissioners provided that:

16.1.1. Special Voting Commissioners shall each be an elected officer of a public agency which by a Cooperative Service Agreement or other applicable contractual arrangement is participating in and is served by a rail service operated by SJRRC.

16.1.2. A Special Voting Commissioner shall only participate and vote if the public agency appointing the Special Voting Commissioner is current in all of its obligations to SJRRC under the Cooperative Service Agreement or other applicable contractual arrangement.

16.1.3. Special Voting Commissioners shall vote only on issues of direct concern to the rail service in which their respective public agency is directly involved.

16.1.4. Prior to the appointment of a Special Voting Commissioner by a public agency which does not currently appoint a Special Voting Commissioner, SJRRC and the public agency which will appoint the Special Voting Commissioner shall enter into a MOU as to the specific limited issues on which the Special Voting Commissioner from the

appointing public agency shall participate and have a vote. The MOU shall also set forth the number of Special Voting Commissioners the public agency may appoint and the terms under which the Special Voting Commissioners shall hold office.

16.1.5. In no event shall the SJRRC board act without a quorum of the Regular Voting Commissioners present.

16.1.6. In no event shall the number of Special Voting Commissioners entitled to vote on a specific agenda item be greater than the number of Regular Voting Commissioners entitled to vote on the agenda item.

16.2. For the convenience of the Special Commissioners each Agenda shall group together all items on which each Special Voting Commissioner may participate and vote and shall specify a time certain before which they will not be considered unless other business, has been completed and the appropriate Special Voting Commissioners are already present.

16.3. No public agency appointing Special Voting Commissioners, shall be deemed a Party to this Agreement in any way or have any rights under this JPA.

17. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the Parties.

18. RECORDS

The Treasurer and the Auditor-Controller shall have charge of, handle and have access to all accounts, funds and money of the SJRRC and all records of SJRRC relating thereto; and the Secretary shall have charge of, handle and have access to all other records of the SJRRC.

19. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

21. EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective when the County and a majority of the cities representing a majority of the population of the incorporated areas in the County, based

upon the latest population estimates of the California Department of Finance, sign this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers as of:

ATTEST: _____
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By: [Signature]
Deputy Clerk



Date: JUL 22 2003

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: [Signature]
_____, Chairman
Board of Supervisors,
"County"

ATTEST: _____
City Clerk of the City of Escalon
California

By: _____
City Clerk

Date: _____

CITY OF ESCALON, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Escalon

ATTEST: _____
City Clerk of the City of Lathrop
California

By: _____
City Clerk

Date: _____

CITY OF LATHROP, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Lathrop

*** SIGNATURES CONTINUED ON NEXT PAGE ***

ATTEST: _____
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By: _____
Deputy Clerk

Date: _____

ATTEST: Lisa Nebe
City Clerk of the City of Escalon
California

By: Lisa Nebe
City Clerk

Date: April 6, 2004

ATTEST: _____
City Clerk of the City of Lathrop
California

By: _____
City Clerk

Date: _____

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By _____
_____, Chairman
Board of Supervisors,
"County"

CITY OF ESCALON, a
municipal corporation of the State of

By: [Signature]
_____, Mayor
City of Escalon

CITY OF LATHROP, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Lathrop

*** SIGNATURES CONTINUED ON NEXT PAGE ***

ATTEST: _____
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

By: _____
Deputy Clerk

Date: _____

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____
_____, Chairman
Board of Supervisors,
"County"

ATTEST: _____
City Clerk of the City of Escalon
California

By: _____
City Clerk

Date: _____

CITY OF ESCALON, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Escalon

ATTEST: Nancy Rustgen
City Clerk of the City of Lathrop
California

By: Nancy Rustgen
City Clerk

Date: 8-12-03

CITY OF LATHROP, a
municipal corporation of the State of

By: Greg Red
_____, Mayor
City of Lathrop

*** SIGNATURES CONTINUED ON NEXT PAGE ***

ATTEST: Joann Tilton
City Clerk of the City of Manteca
California

By: *Joann Tilton*
City Clerk

Date: 7/7/03

CITY OF MANTECA, a
municipal corporation of the State of

By: *Willie W. Weatherford*
Willie W. Weatherford, Mayor
City of Manteca

ATTEST: _____
City Clerk of the City of Lodi
California

By: _____
City Clerk

Date: _____

CITY OF LODI, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Lodi

ATTEST: _____
City Clerk of the City of Ripon
California

By: _____
City Clerk

Date: _____

CITY OF RIPON, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Ripon

*** SIGNATURES CONTINUED ON NEXT PAGE ***

ATTEST: _____
City Clerk of the City of Manteca
California

By: _____
City Clerk

Date: _____

CITY OF MANTECA, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Manteca

ATTEST: Susan J. Blackston
City Clerk of the City of Lodi
California

By: Susan J. Blackston
City Clerk

Date: August 26, 2003

CITY OF LODI, a
municipal corporation of the State of

By: Susan Hitchcock
Susan Hitchcock, Mayor
City of Lodi

ATTEST: _____
City Clerk of the City of Ripon
California

By: _____
City Clerk

Date: _____

CITY OF RIPON, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Ripon

*** SIGNATURES CONTINUED ON NEXT PAGE ***

ATTEST: _____
City Clerk of the City of Manteca
California

By: _____
City Clerk

Date: _____

CITY OF MANTECA, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Manteca

ATTEST: _____
City Clerk of the City of Lodi .
California

By: _____
City Clerk

Date: _____

CITY OF LODI, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Lodi

ATTEST: Lynette Van Laar
City Clerk of the City of Ripon
California

By: Lynette Van Laar
City Clerk

Date: 7/31/03

CITY OF RIPON, a
municipal corporation of the State of

By: [Signature]
Tim Horn, Mayor
City of Ripon

*** SIGNATURES CONTINUED ON NEXT PAGE ***

ATTEST: _____
City Clerk of the City of Stockton
California

By: [Signature]
City Clerk



Date: 7/8/03

CITY OF STOCKTON, a
municipal corporation of the State of

By: [Signature], Mayor
City of Stockton

ATTEST: _____
City Clerk of the City of Tracy
California

By: _____
City Clerk

Date: _____

CITY OF TRACY, a
municipal corporation of the State of

By: _____, Mayor
City of Tracy

APPROVED AS TO FORM:

By: _____
Assistant County Counsel

By: _____
City Attorney for the
City of Lathrop

By: _____
City Attorney for the
City of Manteca

By: G. D. Petzold
City Attorney for the
City of Stockton

By: _____
City Attorney for the
City of Escalon

By: _____
City Attorney for the
City of Lodi

By: _____
City Attorney for the
City of Ripon

By: _____
City Attorney for the
City of Tracy

ATTEST: _____
City Clerk of the City of Stockton
California

By: _____
City Clerk

Date: _____

ATTEST: _____
City Clerk of the City of Tracy
California


By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Counsel

By: _____
City Attorney for the
City of Lathrop

By: 
John D. Brinton
City Attorney for the
City of Manteca

By: _____
City Attorney for the
City of Stockton

CITY OF STOCKTON, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Stockton

CITY OF TRACY, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Tracy

By: _____
City Attorney for the
City of Escalon

By: _____
City Attorney for the
City of Lodi

By: _____
City Attorney for the
City of Ripon

By: _____
City Attorney for the
City of Tracy

ATTEST: _____
City Clerk of the City of Stockton
California

By: _____
City Clerk

Date: _____

ATTEST: Margaret Wombley
City Clerk of the City of Tracy
California

By: Margaret Wombley
City Clerk

Date: 8/11/03

APPROVED AS TO FORM:

By: _____
Assistant County Counsel

By: _____
City Attorney for the
City of Lathrop

By: _____
City Attorney for the
City of Manteca

By: _____
City Attorney for the
City of Stockton

CITY OF STOCKTON, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Stockton

CITY OF TRACY, a
municipal corporation of the State of

By: Dan Bilbrey
Dan Bilbrey, Mayor
City of Tracy

By: _____
City Attorney for the
City of Escalon

By: _____
City Attorney for the
City of Lodi

By: _____
City Attorney for the
City of Ripon

By: Debra E. Corbett
Debra Corbett
City Attorney for the
City of Tracy

ATTEST: _____
City Clerk of the City of Stockton
California

By: _____
City Clerk

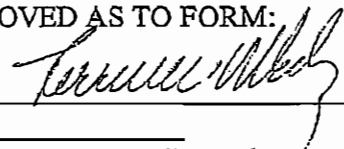
Date: _____

ATTEST: _____
City Clerk of the City of Tracy
California

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: 

~~Assistant~~ County Counsel

By: _____

City Attorney for the
City of Lathrop

By: _____

City Attorney for the
City of Manteca

By: _____

City Attorney for the
City of Stockton

CITY OF STOCKTON, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Stockton

CITY OF TRACY, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Tracy

By: _____

City Attorney for the
City of Escalon

By: _____

City Attorney for the
City of Lodi

By: _____

City Attorney for the
City of Ripon

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City Clerk

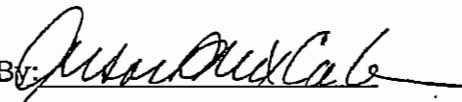
Date: _____

CITY OF TRACY, a
municipal corporation of the State of

By: _____
_____, Mayor
City of Tracy

APPROVED AS TO FORM:

By: _____
Assistant County Counsel

By: 
City Attorney for the
City of Lathrop

By: _____
City Attorney for the
City of Manteca

By: _____
City Attorney for the
City of Stockton

By: _____
City Attorney for the
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City Attorney for the
City of Lodi

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City Attorney for the
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City Attorney for the
City of Tracy

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CITY OF TRACY, a
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By: _____
_____, Mayor
City of Tracy

By: Ann M. Sirelli
Ann M. Sirelli
City Attorney for the
City of Escalon.

By: _____
City Attorney for the
City of Lodi

By: _____
City Attorney for the
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City Attorney for the
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City Attorney for the
City of Escalon

By: Randall A. Hay
City Attorney for the
City of Lodi

By: _____
City Attorney for the
City of Ripon

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City Attorney for the
City of Tracy

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City Clerk

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By: _____
_____, Mayor
City of Tracy

By: _____
City Attorney for the
City of Escalon

By: _____
City Attorney for the
City of Lodi

By: Tom Terpstra
Tom Terpstra
City Attorney for the
City of Ripon

By: _____
City Attorney for the
City of Tracy

EXHIBIT "A"

**AMENDED BY-LAWS OF THE
SAN JOAQUIN REGIONAL RAIL COMMISSION**

ARTICLE 1 – Definitions and Membership

SECTION 1.1: The words and terms defined in Section 1 of the First Amended San Joaquin Regional Rail Commission Joint Powers Agreement (JPA) shall have the same meaning herein.

SECTION 1.2: Regular Voting Commissioners and Special Voting Commissioners shall be appointed and hold office as provided in the JPA.

ARTICLE 2 - Election of Officers

SECTION 2.1: Nomination and election of a Chairperson and Vice-Chairperson shall be held at the annual first meeting. The Chairperson and Vice-Chairperson shall each be a Regular Voting Commissioner. The terms of the office of the Chairperson and Vice-Chairperson shall be for one year to extend from the election of officers at the close of the regular meeting at which said officers are elected, or until a successor is duly elected. Any vacancy during the term shall be filled by nomination and election for the remainder of the term.

SECTION 2.2: Nominations may be made from the floor by any Regular Voting Commissioner.

SECTION 2.3: An election for the office of Chairperson and Vice-Chairperson shall be held immediately after nominations have been declared closed by the Chairperson. Only Regular Voting Commissioners shall vote on the Chairperson and Vice Chairperson.

SECTION 2.4: Officers shall take office immediately after the election, or as soon thereafter as practicable, and shall serve until disqualified or until their successors are duly elected.

ARTICLE 3 - Duties of Officers

SECTION 3.1: The Chairperson shall preside at all meetings, decide questions of parliamentary procedure, call special meetings and perform other functions and duties as may be prescribed by appropriate authority or which is customary for the office of Chairperson.

SECTION 3.2: The Vice-Chairperson shall perform the functions and duties of the Chairperson in his or her absence.

SECTION 3.3: An Executive Director, shall be selected by, and shall serve at the pleasure of and upon terms prescribed by the Board of the SJRRC with only Regular Voting Commissioners voting. The Executive Director shall perform or supervise the

administrative and secretarial work of the Commission. Specifically the Executive director shall perform the duties set forth in Section 6 of the JPA.

ARTICLE 4 – Purchasing Agent

SECTION 4.1: The Executive Director is designated as Purchasing Agent for the Commission. The Executive Director may delegate all or a portion of the purchasing duties to any qualified staff member. The Purchasing Agent shall have the authority to:

4.1.1. Negotiate, execute and recommend execution of contracts for the purchase, rental, or disposal by sale of supplies, services and equipment required by the Commission in accordance with purchasing procedures outlined in these By-Laws;

4.1.2. Act to procure for the Commission the necessary quality in supplies, services, and equipment at the lowest cost to the Commission.

4.1.3. Supervise the inspection of all supplies, services, and equipment purchased to insure conformance with specifications;

4.1.4. Maintain a bidder's list and other records necessary for the efficient acquisition of goods and services.

SECTION 4.2: Where the amount or value of supplies, services or equipment involved is less than \$10,000, the purchase or rental may be made by the Purchasing Agent, without written bid, and by informal price checking through telephone or mail inquiry, comparison of prices on file or otherwise. Every attempt shall be made to receive at least 3 price quotations. At the discretion of the Purchasing Agent, the formal competitive bid

process set forth below may be used, with the Purchasing Agent exercising the powers, duties, and approval authority of the Commission.

SECTION 4.3: When the amount or value involved is \$10,000 or more, the purchase shall be made by the Commission through a competitive bid process as set forth below in this Section.

4.3.1. Notice inviting bids shall include a general description of the services and/or articles to be purchased, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit, bid bond, payment bond, and/or faithful performance bond will be required.

4.3.2. Notice inviting bids shall be posted in at least 3 public places that have been designated as the place for posting public notices, at least 10 days before the date of opening the bids.

4.3.3. The Purchasing Agent may also solicit sealed bids from all responsible prospective suppliers whose names are on the bidder's list and may advertise the notice inviting bids in applicable publications.

4.3.4. Any bidder or person entering into a contract may be required to furnish bid bonds and/or performance bonds as necessary and appropriate in an amount determined by the Purchasing Agent or Commission.

4.3.5. Bids shall be opened in public at the time and place stated in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after bid opening.

4.3.6. At its discretion, the Commission may reject all bids presented and re-advertise for bids, and the Commission may waive minor irregularities.

4.3.7. Contracts shall be awarded by the Commission to the lowest responsible bidder, except as otherwise provided herein.

4.3.8. If two or more bids received from responsible bidders are for the same total amount of unit price, quality and service being equal, the Commission may accept the lowest bid made by negotiation with the tie bidders and the Purchasing Agent at the time of the bid opening.

SECTION 4.4: The provisions of this Article 4 requiring competitive bidding or requiring informal price solicitation shall not apply to the following:

4.4.1. Contracts involving acquisition of professional or specialized services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants;

4.4.2. Where the Agency's requirements can be met solely by a single unique article or process;

4.4.3. To situations where no bids have been received following bid announcements under other provisions of this chapter;

4.4.4. When the amount involved is \$500 or less;

4.4.5. When an emergency requires that an order be placed with the nearest source of supply;

4.4.6. When a purchase involves goods of a technical nature, where it would be difficult for a vendor to bid on a standard set of specifications, the Purchasing Agent shall undertake a thorough review of known products and a comparison of features which would most closely meet the Commission's needs at the least cost;

4.4.7. For janitorial services for Commission building and facilities;

not formal

4.4.8. For maintenance and repair of buildings and facilities;

SECTION 4.5: These purchasing procedures are expressly made inapplicable to bids for and award of public projects as defined by the Public Contracts Code and where the expenditure required for the public project exceeds the limit set by the Public Contracts Code. The provisions contained in the Public Contracts Code establish contract procedures the Agency shall follow regarding those public projects.

SECTION 4.6: The Executive Director, and the Treasurer (as established in the Joint Powers Agreement) and/or the Auditor (as established in the Joint Powers Agreement), may execute a memorandum of understanding to implement the provisions of the Joint Exercise of Powers Agreement and these By-Laws to provide for any operational efficiencies as may be necessary and appropriate to the business affairs of the Commission.

ARTICLE 5 – Meetings

SECTION 5.1: Regular meetings of the Board of the SJRRC shall be held at a time and place within San Joaquin County specified by resolution of the SJRRC Board. As provided in Sub-Section 4.6.1. and 4.6.2. of the JPA, meetings may be held outside of San Joaquin County in certain limited circumstances. If at any time a regular meeting falls on a holiday, the regular meeting shall be held the next day at the regularly scheduled time and place or at such time and place designated by the Board's Chairperson. Any regular meeting may be adjourned to a designated hour and place and when so adjourned, shall be considered as a regular meeting.

SECTION 5.2: The Board of the SJRRC by majority vote of the Regular Voting Commissioners present may establish advisory committees as it deems appropriate to advise the SJRRC Board Members on matters relating to the responsibility of SJRRC. The purpose, composition and function of any committee shall be specified by the Board of the SJRRC. Any standing or special committees of the SJRRC shall meet on the call of their respective chairperson.

ARTICLE 6 - Conduct of Meetings

SECTION 6.1: All meetings of the Board of the SJRRC, and of any committees appointed by it, including without limitation, regular adjourned, regular, and special meetings, shall be called, noticed, held and conducted, and all agendas associated

therewith shall be posted, in accordance with the provisions of section 54950 and following of the California Government Code (the "Brown Act"). Except as otherwise provided by the Brown Act, Robert's Rules of Order shall govern all proceedings.

SECTION 6.2: It shall be the policy of the SJRRC Board to entertain the opinions of any person, firm, or corporation relative to any pending matter. The Chairperson shall, however, have the prerogative to limit the time of any presentations.

SECTION 6.3: The Chairperson may, with the approval of a majority of the representatives present, adjourn any meeting to a time and location of his/her choice.

SECTION 6.4: All votes shall be cast by the person or persons authorized to do so. No proxy, absentee, or fractional votes may be cast.

ARTICLE 7 - Closed sessions

SECTION 7.1: Closed sessions will be held in conformance with the Brown Act.

ARTICLE 8 - Operations

SECTION 8.1: Three Regular Voting Commissioners must be present to conduct and approve the business of the SJRRC, unless otherwise required by law. In the event of a tie vote, the side on which the Chairperson or the acting Chairperson voted shall prevail.

All actions shall be by voice vote unless a roll call vote is requested by the Chairperson or any Regular Voting Commissioner.

SECTION 8.2: By majority vote of the Regular Voting Commissioners present, any person with a demonstrated interest or experience related to the activities of the SJRRC may be designated by the SJRRC Board as a non-voting, ex-officio representative.

SECTION 8.3: These By-laws may be amended by the following procedure: Written notice of any proposed amendment shall be submitted to all Regular Voting Commissioners at least ten (10) days prior to any regular or special meeting of the SJRRC. Written notice need not be required if the proposed amendment is submitted to the Board of the SJRRC at a regular meeting of the SJRRC Board prior to a subsequent meeting at which the amendment is considered. If the proposed amendment is adopted by majority vote of the Regular Voting Commissioners, the amendment shall become effective immediately. In the event of any conflict between these Bylaws and the Joint Powers Agreement, the latter shall prevail.