

# Regional Governance of the SAN JOAQUIN Intercity Rail Service



## **RGI Working Group Meeting July 20, 2012**

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San Joaquin Regional Rail Commission

Regional Governance of the  
SAN JOAQUIN Intercity Rail Service



**1. AB 1779 & SB 1225  
UPDATE**

# Legislation

- AB 1779 (Galgiani, Dickinson, Olsen, Perea, Cannella, Padilla, Wolk)
- Amends Existing Government Codes
- AB 1779 is Permissive, not Mandatory
- Extend Time Period for Transfer Agreement to December 31, 2013
- Identify Composition of San Joaquin JPA
- Protects Against Use of Local Funds to Expand San Joaquin Service
- Requires Administrative Cost-Savings



**SAN JOAQUIN  
ROUTE**



# Progress

- May 25 – Passed Assembly Appropriations on “B” Roll Call
- May 30 – Assembly Vote on AB 1779 (64-11)
- May 30 – Senate Vote on SB 1225 (38-0)
- June 25 – Assembly Trans Vote on SB 1225 (10-0)
- July 2 – Assembly Local Gov. on SB 1225 (8-0)
- July 3 – Senate Trans. Comm on AB 1779 (8-0)
- July – Senate Appropriations Comm. on AB 1779
- August – Senate Vote on AB 1779

# Key Appropriation Amendment

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- ***14070.2 (b): “It is the intent of the Legislature that the San Joaquin Joint Powers Authority protect existing services and facilities and seek to expand service as warranted by ridership and available revenue.”***

# Key Senate Trans. Comm. Amendments

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- ***“The committee may wish to amend the bill to make this operative language by requiring the JPA to protect existing services.”***

# Key Senate Trans. Comm. Amendments

- *“The committee may wish to amend the bill to prevent the termination of bus service contracted for by Caltrans to connect the San Joaquin service with other state-provided Amtrak services or markets that contribute to the ridership of the service, unless the bus service no longer conforms with the performance to existing law.”*



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## **2. Update on Outreach Efforts**

# Letters of Support

- Central Valley Rail Working Group (sponsor)
- SJV Regional Policy Council (sponsor)
- Sacramento RT (sponsor)
- San Joaquin RRC (sponsor)
- CA Partnership for SJV
- **Stanislaus COG**
- San Joaquin COG
- Madera CTC
- Merced CAG
- Tulare CAG
- **Sacramento Area COG**
- **Fresno COG**
- Mayor of Fresno
- Steve Cohn, Sacramento City Council, CCJPA Board member
- City of Modesto
- City of Merced
- City of Lodi
- City of Elk Grove
- City of Sacramento
- City of Visalia
- **City of Corcoran**

# Letters of Support

- City of Stockton
- City of Selma
- City of Mendota
- **City of Turlock**
- **City of Huron**
- **City of Fowler**
- **City of Kingsburg**
- San Joaquin RTD
- Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency
- Fresno County
- **Fresno Regional Workforce Investment Board**
- SJV Air Pollution Control District
- **Greater Stockton Chamber of Commerce**
- **California Central Valley Economic Development Corporation**
- **Capitol Corridor Joint Powers Authority**

# Presentations

CVRWG (4) , **SJV Regional Policy Council** (2), **SJV Directors' Mtg** (4) Fresno COG (2), Tulare CAG, Madera CTC, Kern COG (2), SJRRC (3), **Valley Voice**, CA Partnership for SJV, Fresno Co., StanCOG (2), Kings CAG, SJVRC, **Kings Co. (2), CA Central Valley EDC, Greater Stockton Chamber of Commerce, City of Wasco, SJ COG (2), City of Corcoran, City of Hanford**

# Meetings

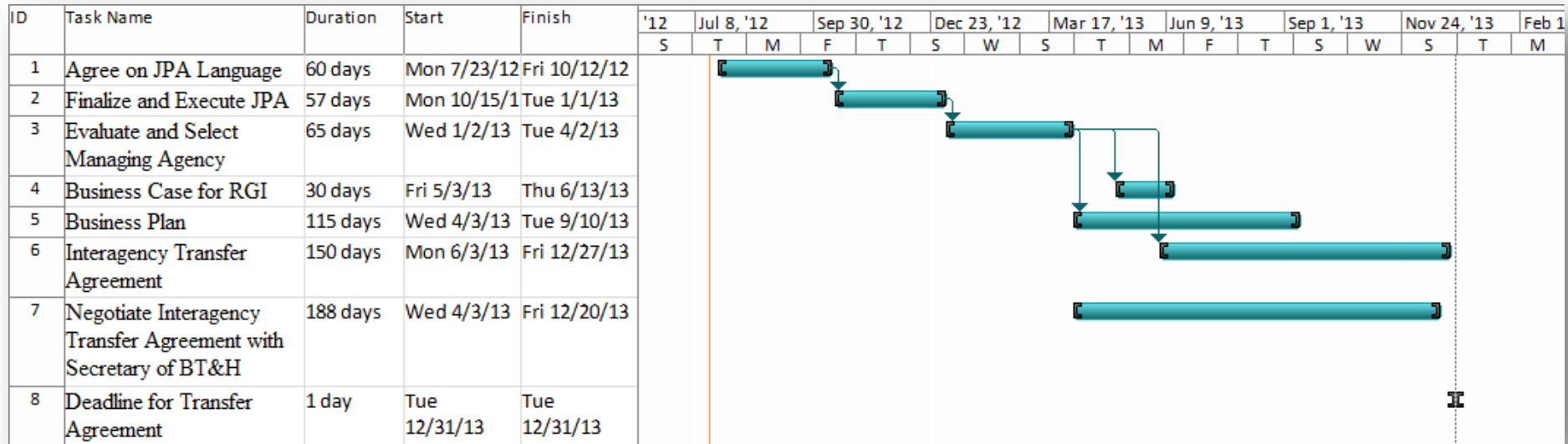
Directors of SJV RTPAs, Sac RT, CCJPA, **LOSSAN Board**, **SANDAG**, Mayor of Fresno, SJVRC, Caltrans Director, **Caltrans Director of Planning**, Caltrans DOR, Amtrak, Fresno Co. Supervisors Perea & Case, **Alameda CTC**, **Contra Costa TA**, CHSRA, Governor's Office, Kern Co. Supervisor Watson, **Kern Chamber of Commerce**, City of Fresno, SJV Air Pollution Control District, City of Visalia, CA Partnership for SJV, Fresno Workforce Board, EDC Serving Fresno Co., Office of Speaker Perez, **Staff for SJV Assembly/Senators**, Save Bakersfield, Kings Co. Sup. Verboon, **Kings Co.**, Citizens for CAHSR Accountability, **City of Bakersfield**, **BT&H Agency**, **City of Wasco**, **City of Hanford**, **Hanford Council Members Irwin & Jameson**, **SJVRC Subcommittee**

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## **3. Schedule**

# SCHEDULE









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**4. Preliminary Draft JPA  
Discussion**

# Preliminary Draft JPA Agreement

- ❑ INTRODUCTION
- ❑ RECITALS
- ❑ 1.0 DEFINITION
- ❑ 2.0 CREATION OF SJJPA
- ❑ 3.0 PURPOSES
- ❑ 4.0 POWERS OF SJJPB
- ❑ 5.0 GOVERNING BOARD OF THE SJJPA
- ❑ 6.0 MANAGING AGENCY
- ❑ 7.0 SOLICITATION OF GRANTS
- ❑ 8.0 BUDGET AND FUNDING
- ❑ 9.0 LIABILITY OF SJJPA, AGENCIES, OFFICERS, AND EMPLOYEES
- ❑ 11.0 SERVICES BY MANAGING AGENCY
- ❑ 12.0 EFFECTIVE DATE OF AGREEMENT
- ❑ 13.0 CUSTODIAN OF PROPERTY
- ❑ 14.0 QUORUM
- ❑ 15.0 VOTING

# Preliminary Draft JPA Agreement (continued)

- ❑ 16.0 RALPH M. BROWN ACT
- ❑ 17.0 FILING WITH SECRETARY OF STATE
- ❑ 18.0 BYLAWS
- ❑ 19.0 COMMITTEES
- ❑ 20.0 COOPERATION WITH OTHER AGENCIES
- ❑ 21.0 WITHDRAWAL BY MEMBER AGENCY
- ❑ 22.0 DURATION OF AGREEMENT AND TERMINATION
- ❑ 23.0 NOTICE
- ❑ 24.0 AUDIT
- ❑ 25.0 AMMENDMENTS TO THE AGREEMENT
- ❑ 26.0 ARBITRATION
- ❑ 27. 0 CONFLICT OF INTEREST CODE
- ❑ 28.0 SUCCESSOR STATUES
- ❑ 20.0 AGREEMENT, COMPLETE
- ❑ 30.0 COUNTERPARTS

# Parties to the Agreement - “Member Agencies”

- ❑ **Sacramento Regional Transit District (Sac RT)**
- ❑ **San Joaquin Regional Rail Commission (SJRRC)**
- ❑ **Stanislaus Council of Governments (StanCOG)**
- ❑ **Merced County Association of Governments (Merced CAG)**
- ❑ **Madera County Transportation Commission (Madera CTC)**
- ❑ **Fresno Council of Governments (Fresno COG)**
- ❑ **Kings County Association of Governments (Kings CAG)**
- ❑ **Tulare County Association of Governments (Tulare CAG)**
- ❑ **Kern Council of Governments (Kern COG)**
- ❑ **Contra Costa Regional Transportation Agency or Rail Transit Operator**
- ❑ **Alameda County**

# RECITALS

- WHEREAS, intercity passenger rail is environmentally friendly, and the state has a continuing interest in the provision of cost-effective and efficiently administered intercity passenger rail services; and
- WHEREAS, with more efficient administration, stronger local/regional support, and the ability to better partner with local agencies, a regionally managed San Joaquin intercity passenger rail service will result in improved service and greater ridership – creating jobs, improving air quality and promoting sustainable development. Local decision-making will also be more responsive and adaptive to passenger issues; and

# RECITALS

- WHEREAS, it is in the best interests of the Member Agencies to combine their efforts to protect the existing San Joaquin Corridor services and facilities while seeking to expand service as warranted by ridership and available revenue; and
- WHEREAS, the Member Agencies possess collectively, the powers, among others, to plan, budget, apply for grants, hire consultants and staff, exercise eminent domain, own, maintain, operate, lease, contract for, and operate railroad services and facilities for the purpose of transporting passengers within and outside their respective boundaries; and

# RECITALS

- WHEREAS, an act to amend Sections 14031.8, 14070.2, and 14070.6 of, and to repeal and add Article 5.4 (commencing with Section 14074) of Chapter 1 of Part 5 of Division 3 of Title 2 of, the Government Code, relating to transportation and known as the Intercity Passenger Rail Act of 2012 for the San Joaquin Corridor (AB 1779); and creating, among other things, the San Joaquin Joint Powers Authority (SJJPA) which, if certain requirements are met, principally the execution of an interagency transfer agreement by December 31, 2013 with the State of California, will manage the San Joaquin intercity passenger rail service (“San Joaquin Rail Service”); and



# RECITALS

- WHEREAS, the San Joaquin Joint Powers Authority (SJJPA) will bring a more focused relationship with the host freight railroad, more aggressive advocacy efforts and a governance structure that is more accessible to the constituents and the service contractors; and
- WHEREAS, the SJJPA recognizes the importance of working in partnership with Caltrans on policy, programming and statewide consistency objectives where the state brings its' greatest strengths; and

# RECITALS

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

# RECITALS

- WHEREAS, each Member Agency is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California; and
- WHEREAS, the level of service funded by the State shall in no event be less than the current number of intercity round trips currently operated in the San Joaquin Corridor, and shall also include feeder bus service with substantially the same number of route miles as the current feeder system; and

# 1.0 DEFINITIONS

- **1.1 SJJPA** means the San Joaquin Joint Powers Authority formed by the Member Agencies pursuant to Article 1, Chapter 5, Division 7, Title 1, Sections 6500 et. seq. of the California Government Code.
- **1.2 Member Agencies** mean Sac RT, SJRRC, StanCOG, Merced CAG, Madera CTC, Fresno COG, Kings CAG, Tulare CAG, Kern COG, Contra Costa TA, and Alameda County that have executed this Agreement and that have not withdrawn from the SJJPA.

# 1.0 DEFINITIONS

- **1.3 Member Agency** shall mean each of those governmental entities set forth in paragraph 1.2 to this Agreement that have executed this Agreement and that have not withdrawn from the SJJPA.
- **1.4 Governing Board** means the governing body of the SJJPA, which shall assume administrative responsibility for the San Joaquin Rail Service. Each Member Agency will appoint one member as defined in Section 14074.2 (a) of California Government Code. Each Member Agency shall also appoint an alternate.

# 1.0 DEFINITIONS

- **1.5 San Joaquin Rail Corridor** means the Los Angeles-Bakersfield-Fresno-Stockton-Sacramento-Oakland intercity passenger rail corridor.
- **1.6 San Joaquin Rail Service** means the San Joaquin intercity passenger rail service that operates on the San Joaquin Corridor, and is a 365 mile long intercity rail service, that stretches throughout the Central Valley from Bakersfield to Sacramento, and provides direct rail connection between the Central Valley and Oakland, and utilizes a comprehensive network of connecting buses.

# 1.0 DEFINITIONS

- **1.7 Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- **1.8 Fiscal Year** means from July 1 to and including the following June 30.
- **1.9 California State Rail Plan** is prepared every two years by the California Department of Transportation as an examination of passenger and freight rail transportation in California, in accordance with Section 14036 of the Government Code.

# 1.0 DEFINITIONS

- **1.10 Business Plan** shall mean the business plan to be submitted by the SJJPA to the Secretary of the Business, Transportation and Housing Agency, as mandated by Section 14070.4 of the Government Code, and updated and submitted annually thereafter.
- **1.11 Interagency Transfer Agreement** shall mean the agreement provided for in Section 14070.2(a) whereby the State of California will transfer all responsibility for administering the San Joaquin Rail Service to the SJJPA.



# 1.0 DEFINITIONS

- **1.12 Managing Agency** shall mean the agency designated to provide all necessary administrative support to the SJJPA and shall be selected by the Governing Board, consistent with the SJJPA's criteria for selection of a Managing Agency.
- **1.13 Managing Director** shall mean the director of SJJPA who is an employee of the Managing Agency. The Managing Director reports to and serves at the pleasure of the Governing Board.

## 2.0 CREATION OF SJJPA

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

## 3.0 PURPOSES

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

- **3.1** Administer and manage the operations of the San Joaquin Rail Service as part of the California Passenger Rail System.
- **3.2** To work with state and federal agencies to plan, program, and secure funding for improvements for intercity rail passenger services and facilities in the San Joaquin Corridor, including the acquisition or leasing of right-of-way, stations and station sites; the leasing or acquisition of equipment; and related activities.

## 3.0 PURPOSES

- **3.3** Negotiate for and accept funds to be expended for the purpose of providing and improving intercity rail passenger services and activities.
- **3.4** Review and comment on facility, service, and operational plans and programs of the agency or agencies planning potential commuter rail service in the San Joaquin Corridor.

## 3.0 PURPOSES

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

## 4.0 POWERS OF THE SJJPA

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

- **4.1** To exercise in the manner provided by this Agreement the powers common to each of the Member Agencies and necessary to the accomplishment of the purposes of this Agreement. Powers common to each of the Member Agencies shall include any powers granted to all Member Agencies by legislative amendment subsequent to the date of this Agreement.

## 4.0 POWERS OF THE SJJPA

- **4.2** To make and enter into contracts.
- **4.3** To employ agents and employees.
- **4.4** To contract for the services deemed necessary to meet the purposes of the SJJPA including the retention of counsel as the Governing Board deems appropriate.
- **4.5** To acquire, by lease, purchase, lease-purchase, or eminent domain, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.

## 4.0 POWERS OF THE SJJPA

- **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 SJJPA shall not constitute any debt, liability, or obligation of any of the Member 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.



## 4.0 POWERS OF THE SJJPA

- **4.10** Pursuant to the requirements of California Government Code Section 6509, in exercising its powers, the SJJPA shall be subject to the statutory restrictions upon the manner of its exercising the powers of its Managing Agency.
- **4.11** To develop procedures for selecting a Managing Agency and to select such a Managing Agency.

## 4.0 POWERS OF THE SJJPA



- **4.12** To exercise such other powers and to engage in such other activities as are authorized by law and approved by the Governing Board.
- **4.13** All powers of the SJJPA shall be exercised by the Governing Board.

## 5.0 GOVERNING BOARD OF THE SJJPA

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

- **5.1** The Governing Board is to be composed of not more than eleven members.
- **5.2** One Board Member from each of the eleven Member Agencies, appointed by their respective boards as defined in Section 14074.2 of California Government Code.

## 5.0 GOVERNING BOARD OF THE SJJPA

- **5.3** Each signatory Member Agency to this Agreement shall have appointed its members to the Governing Board prior to and as a condition of its executing this Agreement. Members so appointed shall serve at the pleasure of their appointing boards.
- **5.4** Each Member Agency's appointee shall have one vote.
- **5.5** Each voting Member Agency shall appoint an alternate to serve in the absence of the regular appointee.

## 5.0 GOVERNING BOARD OF THE SJJPA

- **5.6** If the rail service boundaries of the San Joaquin Corridor are extended, an additional member from each additional county receiving rail service may be added to the Governing Board.
- **5.7** Once the Governing Board is organized, those agencies that have not yet appointed a member to serve on the board may do so at any time thereafter and be represented on the Governing Board.

## 5.0 GOVERNING BOARD OF THE SJJPA

- **5.8** The Governing Board shall elect a chairperson and at least one vice-chairperson from among its members. The term of office shall be one year. No member may serve more than two consecutive years as chairperson of the Governing Board.
- **5.9** Subject to the limitations on the exercise of its powers set forth in Chapter 263, all action of the Governing Board shall be taken in accordance with and under the provisions of this Agreement.

## 6.0 QUORUM

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

# 7.0 VOTING

- Topics that require a two-thirds affirmative vote of the members of the Governing Board:
  - a. Recommending changes to the SJJPA's enabling legislation;
  - b. Recommending amendments to the Joint Exercise of Powers Agreement regarding membership of the Governing Board;
  - c. Recommending amendments to the Joint Exercise of Powers Agreement regarding voting structure of the Governing Board;



# 7.0 VOTING

- **7. 1** Topics that require a two-thirds affirmative vote of the members of the Governing Board:
  - **d.** Approval of the Business Plan;
  - **e.** Revisions to the Business Plan; and
  - **f.** Approval and changes to the SJJPA Bylaws;

# 7.0 VOTING

- **7.2** All other topics require an affirmative vote of a majority of the members of the Governing Board at any regular, adjourned or special meeting where a quorum has been constituted for the transaction of business.
- **7.3** Amendments to the Joint Exercise of Powers Agreement require the unanimous agreement of the voting Member Agencies.

## 8.0 MANAGING AGENCY

Subject to the policy direction and control of the SJJPA, and subject further to the terms, conditions and requirements of its contract with the SJJPA, the Governing Board will select a Managing Agency of the SJJPA that shall provide all necessary administrative support to the SJJPA. The Managing Director shall be an employee of the Managing Agency and serve at the pleasure of the Governing Board.

## 8.0 MANAGING AGENCY

The Managing Agency shall solicit the input and participation of the other agencies and endeavor to achieve consensus while providing the following administrative support to the SJJPA:

- **8.1** Negotiate and recommend the award of all necessary agreements for the SJJPA, including but not limited to the Interagency Transfer Agreement, agreements for the provision of passenger rail services, and use of tracks and other facilities, subject to approval by the Governing Board;

## 8.0 MANAGING AGENCY

- **8.2** Manage all agreements entered into by the SJJPA;
- **8.3** Implement projects contained in the approved Capital Improvement Program unless the administration of particular capital projects is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;

## 8.0 MANAGING AGENCY

- **8.4** Provide for the maintenance and management of such property as may be owned or controlled by the SJJPA unless the administration of that property is more appropriately managed in another manner, such as by an individual agency or a local government, as determined by the Governing Board;
- **8.5** Provide a risk management program to cover the Governing Board and each of the Member Agencies in the performance of their duties pursuant to this Agreement, and seek appropriate insurance coverage to implement such risk management program;

## 8.0 MANAGING AGENCY

- **8.6** Seek, obtain and administer grants, subject to the provisions of Section 7.0 below;
- **8.7** Develop and implement marketing programs;
- **8.8** Prepare and submit financial reports;
- **8.9** Prepare for approval by the SJJPA the Business Plan;
- **8.10** Report regularly to the SJJPA regarding San Joaquin Corridor issues;

## 8.0 MANAGING AGENCY

- **8.11** Recommend changes in fares and the collection of fares to the SJJPA;
- **8.12** Recommend changes in scheduling and levels of service to the SJJPA;
- **8.13** Prepare and implement changes in scheduling and fares, subject to required public involvement;



## 8.0 MANAGING AGENCY

- **8.14** Prepare capital and operating budgets for presentation to the SJJPA;
- **8.15** Facilitate interaction with other entities involved in operation, construction and renovation of the San Joaquin Rail Service; and
- **8.16** Negotiate with any other public or private transportation providers as necessary to ensure coordinated service with the San Joaquin Rail Service.

# Regional Governance of the SAN JOAQUIN Intercity Rail Service



## 5. Next Steps

# Next Steps



- Additional Letters of Support for AB 1779
- Continue to Meet with Alameda and Contra Costa Region Representatives
- Continue to Partner with LOSSAN Board
- Develop Draft JPA Agreement
- Develop Details for Business Case for Regional Management

# Regional Governance of the SAN JOAQUIN Intercity Rail Service



## 6. Other Items/Next Meeting