

JOINT POWERS AGREEMENT
ESTABLISHING THE
YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM
AUTHORITY

THIS JOINT POWERS AGREEMENT ("JPA") is entered into, effective as of the 21st of September, 1999, by and among the Counties of Merced, Mariposa and Mono, political subdivisions of the State of California ("Parties").

RECITALS:

WHEREAS, the California Joint Exercise of Powers Act ("Act") (California Government Code Section 6500 et seq.) authorizes two (2) or more public agencies to jointly exercise any power common to them; and

WHEREAS, the Parties to this JPA possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions around Yosemite National Park; and

WHEREAS, the Parties to this JPA possess in common the authority to acquire and expend funds towards transportation needs, including regional transit service, and to plan for, establish, manage, and evaluate transportation improvements, including regional transit service; and

WHEREAS, the Parties, the Yosemite Area Regional Transportation Strategy Board and the National Park Service have jointly examined the many issues associated with transportation alternatives, and have expressed many common goals and objectives; and

WHEREAS, the continued growth in visitation to Yosemite National Park necessitates the development of regional transportation alternatives in the incorporated and unincorporated areas of the Counties of Mariposa, Merced, and Mono; and

WHEREAS, it is the expectation and hope of the Parties to this JPA that the administrative costs of operating the Yosemite Area Regional Transportation System Authority, a public agency created by this JPA, can be defrayed by utilizing Federal, State and other grant funds and that funding for administrative costs shall be sought from Parties to this JPA only as a last resort; and

WHEREAS, the Parties to this JPA desire to work together in a cooperative and mutually beneficial manner with the National Park Service (NPS), The State Department of Transportation (Caltrans), The U.S. Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

NOW, THEREFORE, it is mutually agreed as follows:

1. **DEFINITIONS**

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

1.A. "Authority" means the Yosemite Area Regional Transportation System Authority, a California joint powers agency, created by this JPA.

1.B. "Board" means the Yosemite Area Regional Transportation System Authority Board of Commissioners which shall be the governing body of the Yosemite Area Regional Transportation System Authority created pursuant to this JPA.

1.C. "Controller" means the Controller of the Authority as appointed by the Board.

1.D. "Gateway or gateway community" means the communities in the Counties in the Yosemite region generally lying on or near the primary highway corridors

(State Highway 120, State Highway 132 East and West, State Highway 395, State Highway 140 and State Highway 41 corridor) leading into Yosemite National Park.

1.E. "Party" means any public agency which pursuant to governing body authority has executed this JPA.

1.F. "Passenger Bus Service" means regularly scheduled passenger bus service to the extent such service is authorized or permitted by State and Federal law.

1.G. "Treasurer" means the Treasurer of the Authority as appointed by the Board.

1.H. "Yosemite Area Regional Transportation Strategy," is the precursor organization to the Authority created by this JPA, which was formed by Memorandum of Understanding by and among Mariposa, Madera, Merced, Mono and Tuolumne Counties, the National Park Service, Caltrans and the National Forest Service in 1992.

1.I. "Yosemite" means the area designated as Yosemite National Park.

2. STATEMENT OF PURPOSE

The Parties have joined together to establish the Authority for the following reasons:

2.A. Initially for the purpose of undertaking a demonstration project instituting passenger bus service to serve the geographic jurisdictions of the Parties and within Yosemite, as well as any other areas that the Board may deem appropriate. The initial term of the demonstration project shall be two (2) years from beginning of service.

2.B. Yosemite National Park's management plans, policies and implementation programs affect the local economies of the gateway communities to Yosemite National Park which depend on tourism as an important source of economic vitality, and affect the Authority's plans, policies and implementation programs, making establishing and increasing coordination and communication between the National Park Service and the Parties hereto an important purpose of this Authority.

2.C. To accommodate the increasing demand for visitation to Yosemite National Park through an increasing number of transportation options for visitors and employees.

2.D. To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region.

2.E. To undertake coordinated political and administrative efforts necessary to resolve issues, obtain funding from outside sources, and to keep projects and programs on schedule.

3. ESTABLISHMENT OF THE AUTHORITY

3.A. **Separate Entity.** Upon execution of this Agreement, the Parties hereto hereby establish the Yosemite Area Regional Transportation System Authority, as a public entity separate and distinct from its member entities, as the agent to exercise the common powers provided for in this JPA and to administer or otherwise execute the stated functions and purposes of this JPA, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transit System.

3.B. **Regional Function.** The Authority shall function as the regional representative, within the combined territory of the Parties to this JPA, for transit and alternative transportation, as well as for supplemental and related matters to carry out the stated functions and purposes of this JPA. In this role, the Authority may offer comments, recommendations and advice with regard to Yosemite National Park's management plans, policies and implementation programs, which affect transit and transportation.

3.C. **Cooperative Agreement with NPS.** In order to ensure that the Authority and the National Park Service establish the desired close working relationship, which all parties

and agencies agree is necessary if the Authority is to fulfill its purposes, and recognizing that statutory provisions restrict Federal agencies' ability to participate as signatories to this Joint Powers Agreement, upon its establishment the Authority shall immediately enter into a written agreement with the National Park Service which shall delineate the various responsibilities of the NPS and the Authority, and which shall detail the National Park Service's commitment to, and funding obligations for, the operations of the Authority and of the transit system to be planned, established, managed, and evaluated by the Authority and the National Park Service.

3.D. NPS Cooperative Agreement Required. Notwithstanding any other provision of this JPA, if the cooperative agreement between the Authority and the National Park Service referenced in Paragraph 3.C. above is not entered into by both parties within thirty (30) days of the establishment of the Authority, or within any period of extension agreed to by the Authority, then this JPA shall be dissolved, and the Parties hereto shall have no further obligations with respect to the terms of this JPA.

3.E. Participation of Federal and State Agencies. The Parties further agree to work in cooperation with other agencies as ex-officio, non-voting members of the Authority and/or pursuant to any memorandum of understanding or cooperative agreement between any agency and the Authority. Upon the establishment of the Authority, the USDA National Forest Service, Federal Highway Administration, Federal Transit Administration, Caltrans and the State Department of Tourism may be included as participating non-voting members of the Authority.

3.F. Addition of Voting Members. Voting members may be added to the Authority, subsequent to the establishment of the Authority, based on majority vote of the membership and an agreement to abide by the requirements of this Agreement, including participation in funding the administrative costs of the Authority and any other conditions that

may be required by the Board.

3.G. **Addition of Non-Voting Members.** Non-voting members may be added to the Authority, subsequent to the establishment of the Authority, based on a majority vote of the membership of this Authority.

4. **BOARD**

4.A. **Board.** The Authority shall be governed by the Board of Commissioners, which shall be comprised of one voting Commissioner from each of the Parties to this JPA.

4.B. **Designation of Representatives.** Each Party shall designate one Board Commissioner and at least one alternate Commissioner from among the elected officials of any publicly elected political office within its geographic limits. Designees of ex-officio and/or non-voting members of the Board, need not be elected officials.

4.C. **Term of Office.** Each Commissioner and alternate shall serve at the pleasure of the Party designating that Commissioner or alternate. However, in no case shall the term of office of any Commissioner or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.

4.D. **Quorum and Voting Requirements.** A quorum for conducting all matters of business shall be a majority of the voting members of the Board. The affirmative vote of at least a majority of the voting members of the Board shall be required for the approval of any matter of official business (unless a greater number is required elsewhere in this JPA or by any resolution, ordinance or statute). Abstaining votes shall be counted as consenting to the will of the majority. In the event of a tie vote, abstaining votes shall be counted as affirmative votes. The affirmative vote of a majority of the voting members of the entire Board shall be required to approve all expenditures.

4.E. **Time and Place of Meetings; Brown Act Compliance.** The Board shall adopt rules of procedure and shall establish a time and place for regular Board meetings. All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code, section 54950 et seq.

4.F. **Committees.** The Board may establish committees and subcommittees from time to time as needed.

4.G. **By-laws.** The By-laws of the Authority shall be those duly adopted and amended from time to time by the Board.

5. POWERS AND FUNCTIONS

5.A. **Powers and Functions of Authority.** The Authority shall have the non-exclusive common power of the Parties hereto to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park, as well as the power to carry out all other activities necessary or supplemental to the provision of passenger bus service and other regional transit and transportation improvements and services for the benefit of the general public. In the exercise of that power, the Authority is authorized in its own name to:

5.A.1. Employ an Executive Director as the chief administrative officer of the Authority;

5.A.2. Employ agents and employees and contract for professional services;

5.A.3. Make and enter into contracts including cooperative agreements;

5.A.4. Acquire, hold and convey real and personal property;

5.A.5. Incur debts, obligations and liabilities;

5.A.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.A.7. Invest money that is not needed for immediate necessities as the 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.A.8. Have appointed members and ex-officio members of the Board serve without compensation from the Authority, except that members of the Board may be reimbursed for all reasonable expenses and costs relating to attendance at Board meetings or other authorized Authority business;

5.A.9. Do all other acts reasonable and necessary to carry out the purposes of the members of the Authority;

5.A.10. Sue and be sued, in its own name only, but not in the name or stead of any Party; and

5.A.11. To exercise any and all other powers as may be provided for in California Government Code section 6547.

5.B. Statutory Limitation on Exercise of Powers. The powers to be exercised by the Authority are subject to such restrictions upon the manner of exercising such powers as are imposed upon the County of Mariposa in the exercise of similar powers. The Authority shall be held strictly accountable for all funds received, held and disbursed by it.

6. EXECUTIVE DIRECTOR

The Board may select an Executive Director. If an Executive Director is chosen, he or she shall serve at the pleasure of and upon the terms prescribed by the Board, and his or her powers and duties shall include the following:

- 6.A. Serving as Secretary to the Board;
- 6.B. Keeping accurate and sufficient records of all proceedings of the Authority;
- 6.C. Receiving and transmitting all Authority correspondence;
- 6.D. Keeping a record and ascertaining the qualifications of each duly authorized representative and alternate;
- 6.E. Maintaining files for all reports;
- 6.F. Directing and coordinating the work of the Authority;
- 6.G. Preparing and administering the Authority's annual proposed budget and work program, including overseeing the preparation of applications and workplans for Federal, State or other financial assistance, and including working with the NPS as needed to accomplish these tasks.
- 6.H. Working with the NPS in the preparation, administration and annual update of the Multi-Year Regional Transit Service Capital and Operations Plan referred to in, and developed pursuant to, the Authority/NPS cooperative agreement;
- 6.I. Maintaining a record of all Authority financial transactions;
- 6.J. Making an annual report covering the business of the Authority during the preceding year;
- 6.K. Transmitting to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;

6.L. Employing, supervising, and terminating employees subject to policies and procedures adopted by the Board;

6.M. Approving, upon the affirmative vote of the Board required for expenditures in Section 4.D., jointly with the Chair of the Board, or the Vice-Chair of the Board in the absence or vacancy of the Chair, demands for payment to the Controller of the Authority.

6.N. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are usually incidental to the office of Executive Director.

7. FINANCING

7.A. **Fiscal Year.** Authority's fiscal year will be October 1 through September 30.

7.B. **Proposed Budget.** The Authority Executive Director shall annually propose a budget as provided in this Article for the administration and operation of the Authority.

7.C. **Contents of Budget.** All budgets of the Authority, adopted and/or proposed shall show, among other things, all required expenditures, itemizing and segregating operation and administration, and capital outlay, for the coming fiscal year. The budget shall also show all anticipated revenues, including the source thereof in reasonable detail, for the coming fiscal year, and all employees, including the Executive Director, and the salaries thereof for the coming fiscal year. All budgets of the Authority, adopted and/or proposed, shall also show any deficiency in proposed expenditures over anticipated income and any deficiency shall be shown clearly as a separate and distinct item. If any deficiency is shown on the budget, any reasons for the deficiency and recommended solutions to eliminate the deficiency shall also be shown.

7.D. **Adoption of Budget.** The Board shall adopt a balanced budget for each upcoming fiscal year, not later than the 15th day of April of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on the proposed budget. The budget shall be adopted by a majority vote of the Board.

7.E. Notice and Holding of Public Budget Hearing. The budget hearing shall be noticed and held pursuant to the Ralph M. Brown California Open Meeting Act (California Government Code Section 54950 et seq., as amended). In addition, prior to the budget hearing, a copy of the proposed budget shall be made available (for example, via the Internet or by providing a copy to one or more public libraries in each of the Counties that are Parties to this JPA) to any members of the public who may request a copy thereof and notice shall then be published once at least ten (10) days prior to the public hearing in newspapers of general circulation that are collectively published in each of the Counties of Parties to this JPA.

7.F. Budget Transmitted to Parties. The Authority, not later than the 1st day of May, shall transmit copies of its adopted budget to each of the Parties.

7.G. Advances by Parties. Any of the Parties may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.I. Prior to the making of an advance, the Authority shall enter into a written agreement with the Party making the advance and shall identify certain specific revenue or revenues which shall be applied toward the repayment of the advance. Such an agreement may provide that the advance shall be payable only out of specific revenue of the Authority, or out of specific revenue of the Authority together with other revenues of the Authority.

7.H. Contributions by Parties. Any of the Parties may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.K.) to the Authority to be used for any proper purpose of the Authority. The making of such a contribution shall not alter, in any way, the relationship established by this JPA between the Authority and the Parties or between the respective Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Party making the contribution, in which the use of the contributed funds is specified or restricted.

7.I. Limitations on Debts. The Authority shall incur no indebtedness, including but not limited to advances pursuant to Paragraph 7.G, for any item or purpose which is not budgeted for and for which funds have not been budgeted for repayment during the fiscal year that repayment is to be made without the unanimous consent of the Board.

7.J. Quarterly Financial Report. Not later than the 10th day of each July, October, January, and April, the Executive Director shall present to the Board, and the Board shall transmit to each of the Parties, a quarterly financial report. The quarterly financial report shall set forth, in reasonable detail, all expenditures by the Authority during the preceding quarter, all revenues received by the Authority during the preceding quarter, all obligations remaining payable as of the last day of the preceding quarter, and all balances on hand as of the last day of the preceding quarter.

7.K. Support from Parties. A Party, in the exercise of the reasonable discretion of its governing body and with the consent of the Board, may provide support for the Authority, its staff, and its professional consultants, including providing quarters, janitorial services and maintenance, supplies, printing and duplication, postage, telephone services, transportation services, and the professional and technical assistance as may be necessary to enable the Authority to perform its responsibilities. All assistance shall be provided on an at-cost basis.

7.L. Other Support and Fees. The Authority shall apply for available State, Federal, regional, and local support funds, including funds from public and private foundations, and shall make new and additional applications from time to time as deemed appropriate by the Board. If deemed necessary, the Authority may also establish and collect filing and processing fees in connection with matters to be considered by it.

7.M. Budget Amendments. Any amendments to the budget shall require the affirmative vote of 2/3rds of the Board.

8. TREASURER

8.A. Treasurer of the Authority shall be the Treasurer appointed by the Board.

8.B. The Treasurer shall:

8.B.1. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority.

8.B.2. Be responsible upon the Treasurer's official bond for the safekeeping and disbursement of all Authority money held by the Treasurer.

8.B.3. Pay any sums due from the Authority, from the Authority's funds held by the Treasurer or any portion thereof, upon warrants of the Controller designated herein.

8.B.4. Verify and report to the Authority in writing, as soon as possible after the first of July, October, January, and April of each year, the amounts of monies the Treasurer holds for the Authority, the amount of receipts since the Treasurer's last report, and any interest accrued to those funds.

8.B.5. The Authority shall reimburse the Treasurer for the cost of services provided by the Treasurer to the Authority upon an at-cost basis.

9. CONTROLLER

9.A. Controller of the Authority shall be the Controller appointed by the Board.

9.B. The Controller shall draw warrants to pay demands against the Authority when the demands have been approved by the Chair and the Authority's Executive Director. The Vice Chair of the Board may be substituted in the absence or vacancy of either the Chair or the Executive Director. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money.

9.C. 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 made by each Party to this JPA.

9.D. The Controller shall make available all the financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. 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.E. The Authority shall reimburse the Controller for the cost of services provided by the Controller to the Authority upon an at-cost basis.

10. BOND REQUIREMENTS

The Executive Director and such other persons employed by the Authority as may be designated by the Board shall file with the Authority an official fidelity bond, at the Authority's expense, in a penal sum determined by the Board as security for the safekeeping of the Authority's property entrusted to the employee.

11. PARTIES' LIABILITY

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

12. WITHDRAWAL OF A PARTY

12.A. **Withdrawal.** Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Party in question, a Party to this JPA may, at any time, withdraw from the Authority, following 180 days' notice to the Authority and all other members of the Authority, by resolution of intent to withdraw adopted by the governing board of the withdrawing Party. Unless the withdrawing Party and the Authority specifically mutually agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.

12.B. **Resumption of Membership.** Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Party in question, any Party which has withdrawn from the Authority in accordance with the provisions of this Section 12 may resume its membership upon a majority vote of the voting members of Board, and upon the agreement of the resuming party to abide by any other conditions that may be required by the Board pursuant to Section 3.F. of this Agreement.

13. **TERMINATION AND DISSOLUTION**

13.A. **No Specific Term.** This JPA shall continue in force without specific term, except as otherwise provided herein.

13.B. **Termination.** If, at any time, there cease to be two (2) or more Parties to this JPA, the Authority shall be deemed disestablished and this JPA shall cease to be operative except for the purpose of payment of any obligations theretofore incurred.

13.C. **Distribution of Assets.** If this JPA is terminated, all real and personal property owned by the Authority shall be distributed to the Federal, State or local funding agency or Party to this JPA that supplied that property or whose funding provided for the acquisition of that property unless other distribution is provided by law, or unless such property has been liquidated, where necessary, appropriate and where allowed by law, to pay the obligations of the Authority. Should the origin of any real or personal property be undeterminable, that property shall be disbursed to the Parties to this JPA based upon a documented percentage of each Party's overall contribution. To the extent that the percentage of the Parties' contributions cannot be determined then any real or personal property shall be disbursed in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

13.D. **Allocation of Costs of Dissolution.** In the event of termination, if there

are not sufficient unencumbered funds which are a part of the assets of the Authority available to pay for the costs of dissolution, the costs of dissolution above available funds shall be borne by the Parties to this JPA in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

13.E. **Continues in Effect until Distribution.** This JPA shall not terminate until all property has been distributed in accordance with this section.

14. **RETURN OF SURPLUS FUNDS**

Upon termination of the JPA, any surplus money on hand shall be returned to the Federal, State or local agency or the Party to this JPA that provided those funds. Should the origin of any funds be undeterminable, the funds shall be disbursed to the Parties to this JPA in proportion to the level of transit service hours provided to each jurisdiction as delineated in the most recent transit service plan approved by the Authority.

15. **SUCCESSORS**

JPA shall be binding upon and shall inure to the benefit of any successors of the Parties.

16. **RECORDS**

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

17. **SEVERABILITY**

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

18. COUNTERPARTS

This JPA 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.

19. EFFECTIVE DATE AND AMENDMENT

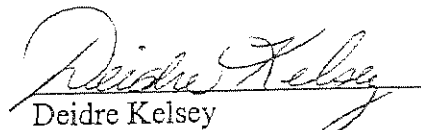
19.A. Effective Date. This JPA shall become effective upon ratification by resolution of any two (2) or more parties hereto.

19.B. Amendment. After this JPA becomes effective, it may be amended upon ratification by resolution of 2/3 of the Parties then signatories to this JPA.

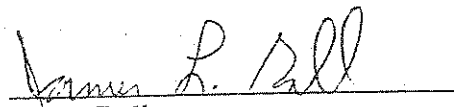
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers:

COUNTY OF MERCED

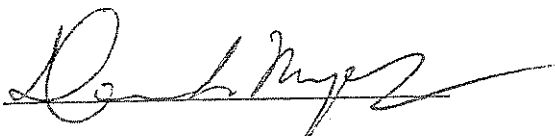
Date: November 10, 1999


Deidre Kelsey
Chair, Board of Supervisors

Attest:

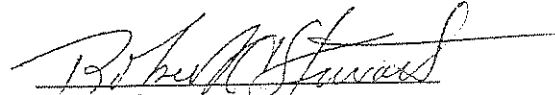

James Ball
County Clerk

Approved as to legal form:


County Counsel

COUNTY OF MARIPOSA

Date: November 10, 1999


Robert Stewart
Chair, Board of Supervisors

Attest:

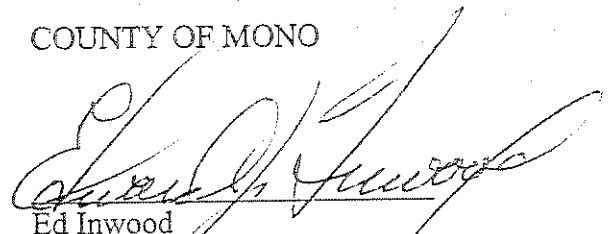
County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MONO

Date: November 10, 1999


Ed Inwood
Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

10/4/99

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY

BYLAWS

WHEREAS, having been designated as the Board of Commissioners for the Yosemite Area Regional Transportation System Authority; and

NOW THEREFORE, be it resolved that the following bylaws are adopted as the bylaws of the Board of Commissioners for the Yosemite Area Regional Transportation System Authority.

ARTICLE I - PURPOSE

The Board of Commissioners will guide the development, implementation, and operation of transit service within and among their respective jurisdictions and Yosemite National Park. Further, the Board will pursue and foster the objectives of the Authority including:

- Preservation of the natural environment in the Yosemite Region
- Coordination and communication with Yosemite National Park
- Accommodation of increasing visitation to Yosemite National Park and surrounding region, of transportation options
- Coordination of local policy and administrative efforts to provide regional transit service and financial resources

ARTICLE II - MEMBERSHIP

Section 1

The membership of the Board of Commissioners is governed by the Yosemite Area Regional Transportation System Authority Joint Powers Agreement (JPA). Parties to the JPA are the County of Mariposa, the County of Merced, and the County of Mono.

Section 2

The Board of Commissioners shall consist of three voting members. Each Party shall designate one Board Commissioner and at least one alternate Commissioner from among the elected officials of any publicly elected political office within its geographic limits. Designees of ex-officio and/or non-voting members of the Board, need not be elected officials.

The official membership may by majority vote appoint special committees composed of non-members, or request special information or advice from knowledgeable persons, as is necessary to carry out the objectives of the Board of Commissioners.

Section 3

The Board of Commissioners may also include ex officio members as identified in the Joint Powers Agreement or as designated by the Board of Commissioners. Exofficio members may be appointed by the National Park Service, United States Forest Service, the Federal Transit Administration, the Federal Highway Administration, California Department of Transportation (Caltrans), and the California State Division of Tourism.

ARTICLE III- QUORUM

A quorum for conduction all matters of business shall consist of a majority of voting members of the Board.

ARTICLE IV- VOTING

Each voting member of the committee shall have one (1) vote. Voting members shall be entitled to cast their votes on all matters brought to a vote during a regular or called meeting at which said member is present, and providing a quorum is present at said time. A majority of the Board of Commissioners voting members shall be required to pass, accept, or approve, reject or defer for further study, project reports, actions, and/or amendments. Abstaining votes shall be counted as consenting to the will of the majority. In the event of a tie vote, abstaining votes shall

be counted as affirmative votes. The affirmative vote of a majority of the voting members of the entire Board shall be required to approve all expenditures.

ARTICLE V - OFFICERS

Section 1

The officers of the Board of Commissioners shall be the Chairperson and the Vice-Chairperson. Officers will be elected from the voting members. The Chairperson must have at least one year experience as a Commissioner.

Section 2

The Chair shall preside at all meetings of the Board, and is eligible to vote on all matters coming before the Board. The Chairperson shall be responsible for conducting all meetings and appointment of necessary subcommittees, which may be necessary to fulfill the objectives of the Board.

Section 3

The Vice-Chairperson shall perform all the duties and assume all the responsibilities of the Chairperson in his/her absence.

Section 4

Election of officers shall occur at the last regularly scheduled meeting of the fiscal year. The term of office shall be one year.

ARTICLE VI – POWERS AND FUNCTIONS

Section 1

The Board shall have the power to plan, establish, manage, and evaluate passenger bus service and other regional transit and transportation improvements and services within and among their respective jurisdictions and Yosemite National Park.

Section 2

Employ an Executive Director as the chief administrative officer of the Authority;

Section 3

Employ agents and employees and contract for professional services;

Section 4

Make and enter into contracts including cooperative agreements;

Section 5

Acquire, hold and convey real and personal property;

Section 6

Incur debts, obligations and liabilities;

Section 7

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;

Section 8

Have appointed members and ex-officio members of the Board serve without compensation from the Authority;

Section 9

Establish committees of its members and/or interested citizens and professional staff to advise the Board on matters under consideration;

Section 10

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

ARTICLE VII - MEETINGS

Meetings will be held as needed, but at least quarterly. The Board of Commissioners will adopt an annual meeting schedule at the last regular meeting of the fiscal year.

ARTICLE VIII - SPECIAL MEETINGS

Special meetings of the Board of Commissioners may be called by the Chairperson, or in his/her absence, the Vice-Chairperson. Notice by letter or by phone 72 hours prior to the scheduled time shall be considered adequate.

ARTICLE IX- MEETING NOTICES

Agenda for Board of Commissioners meetings will be distributed to each voting and ex officio member at least 72 hours in advance of each regular or special meeting. Copies of agenda for Board of Commissioners meetings will be distributed at least 72 hours in advance of each regular or special meeting to each Party's County Clerk, and to the staff of Yosemite National Park, for the purposes of having the agenda posted in each region. Meetings will be conducted in accordance with the California Open Meeting Law (Brown Act).

ARTICLE X - FINANCE

The Board of Commissioners shall adopt an annual transit service plan and budget. Amendment of the annual transit service plan and budget shall require majority approval by the Board of Commissioners. A financial audit report consistent with state and federal regulations will be presented to the Board annually.

ARTICLE XI - ADMINISTRATION

The Board of Commissioners will appoint an Executive Director to manage and administer the transit service plan and budget. The Executive Director will serve as secretary to the Board and other duties listed in Section 6. Executive Director, Joint Powers Agreement.

ARTICLE XII

In matters not addressed in these bylaws, The Standard Code of Parliamentary Procedure shall be used.

ARTICLE XIII - AMENDMENTS

The bylaws of the Board of Commissioners may be amended by a majority vote at any regular meeting if the proposed bylaws amendment has been distributed to the membership 14 days prior to the meeting.

Adopted: October 4, 1999

AYES: 3

ATTEST:

NOES: 0

Chair

ABSENT: 0

Approved as to form, Counsel

Executive Director