



RESTATED JOINT POWERS AGREEMENT FOR YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM AUTHORITY

This Restated Joint Powers Agreement (“Agreement”) is made as of _____, 2024, by and among the Counties of Merced, Mariposa, Mono, Tuolumne, and Madera, and the City of Fresno, political subdivisions of the State of California (“Parties” or “Members,” depending on the context), and supersedes the original Agreement dated September 21, 1999 and the previously amended Agreement dated May 9, 2017.

RECITALS

1. 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;
2. The Parties to this Agreement possess in common the powers to plan, operate, manage, and evaluate transportation improvements within and among their respective jurisdictions in the greater Yosemite National Park region;
3. 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;
4. The continued growth in visitation to Yosemite National Park necessitates the investment in regional transportation alternatives in the incorporated and unincorporated areas of the Counties of Merced, Mariposa, Mono, Tuolumne and Madera, and the City of Fresno;
5. For over 20 years, the costs of operating the Authority transit operation have been defrayed by utilizing federal, state, local and other grant funds and farebox revenue and associated operation revenue;
6. The Parties to this Agreement shall continue to work together in a cooperative and mutually beneficial manner with the National Park Service (“NPS”), the California

Department of Transportation (“Caltrans”), USDA Forest Service, and all other agencies with responsibilities for transportation in and around Yosemite National Park.

WHEREFORE, the Parties continue the Authority known as the Yosemite Area Regional Transportation System Authority for the purpose of owning, financing, administering and operating transit equipment and facilities and for administering rates for transit programs and do agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement will have the meanings specified in Exhibit A, which is attached hereto and incorporated herein by this reference.

ARTICLE 2. STATEMENT OF PURPOSE

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

2.1 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 NPS and the Parties hereto an important purpose of this Authority;

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

2.3 To develop transportation alternatives in ways that do not degrade the visitor experience or the natural resources in the region;

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

2.5 To provide and operate Transit Services to and through Yosemite National Park.

ARTICLE 3. ESTABLISHMENT OF THE AUTHORITY

3.1 Separate Entity. Yosemite Area Regional Transportation System Authority was established as a public entity, separate and distinct from its Members, as the public agency to exercise the common powers provided for in this Agreement and to continue to administer or otherwise execute the stated functions and purposes of this Agreement, including, but not limited to, the planning, establishment and management of the Yosemite Area Regional Transportation System.

3.2 Regional Function. The Authority shall function as the regional representative within the Service Area for transit and alternative transportation, as well as for the supplemental and related matters to carry over the stated functions and purposes of this Agreement. 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 transportation.

3.3 Cooperative Agreement with NPS. In order to ensure that the Authority and the NPS 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 entered into a written agreement with the NPS delineating the various responsibilities of the NPS and the Authority and detailing the NPS'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 NPS.

3.4 Participation of Federal and State Agencies. The Members agree to work in cooperation with the 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. The USDA Forest Service, Federal

Highway Administration, Federal Transit Administration, Caltrans and the California Travel and Tourism Commission may participate as non-voting members of the Board.

3.5 Addition of Voting Members. Members may be added to the Authority based on majority vote of the Board and such Member's 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.

3.6 Addition of Non-Voting Members. Non-voting Ex-Officio members may be added to the Authority based on a majority vote of the Board of the Authority.

ARTICLE 4. BOARD

4.1 Board. The Authority shall be governed by the Board of Directors, which shall be comprised of two voting Directors from each of the Members of the Authority.

4.2 Designation of Representatives. Each County Member Agency shall designate two Directors and one alternate Director from among the elected officials of any public elected political office within its geographic limits. Each City Member Agency with a Mayor-Council form of government shall have its Mayor serve as a Director, and the Mayor shall appoint a second Director and alternate Director from among the Member's elected legislative body. Designees of Ex-Officio and/or other non-voting members of the Board need not be elected officials.

4.3 Term of Office. Each Director and alternate shall serve at the pleasure of the Member designating that Director or alternate. However, in no case shall the term of office of any Director or alternate appointed by virtue of holding elected office exceed the term of his or her elected office.

4.4 Quorum and Voting Requirements. A quorum for conducting all matters of business shall be a majority of the voting Director Members of the Board. The affirmative vote of a majority of the Directors of the Board shall be required for the approval of any matter of official business.

4.5 Time and Place of Meetings; Brown Act Compliance. The Board shall adopt rules of procedure and may set times and places for each regular Board meeting.

All Board meetings shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Section 54950, *et seq.*

4.6 Committees. The Board may establish committees and subcommittees from time to time as needed.

4.7 Bylaws. The Bylaws of the Authority shall be those duly adopted and amended from time to time by the Board.

ARTICLE 5. POWERS AND FUNCTIONS

5.1 Powers and Functions of Authority. The Authority shall have the non-exclusive common power of the Members 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:

- a. Contract for administrative services, including and Executive Director, Treasurer, Controller and Auditor;
- b. Employ an Executive Director as the chief administrative officer of the Authority;
- c. Employ agents and employees and contract for professional services;
- d. Make and enter into contracts including cooperative agreements;
- e. Acquire, hold and convey real and personal property;
- f. Incur debts, obligations and liabilities;
- g. 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;

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

i. 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 related to attendance of Board meetings or other authorized Authority business;

j. Do all other acts reasonable and necessary to carry out the purposes of the Members of the Authority;

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

l. To exercise any and all powers as may be provided for in the Act.

5.2 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 by the California Government Code Section 6500 *et seq.*

ARTICLE 6. ADMINISTRATIVE AGENCY

6.1 Administrator. The Board shall select and contract with an Administering Agency which shall be responsible for operations and management of the Authority's business.

6.2 Executive Director. Subject to approval and oversight of the Board, the Administrative Agency may designate an Executive Director whose powers and duties shall include the following:

- a. Appoint a Secretary to the Board;
- b. Keep accurate and sufficient records of all proceedings of the Authority;
- c. Receive and transmit all Authority correspondence;
- d. Keep a record and ascertain the qualifications of each duly authorized representative and alternate;

- e. Maintain files for all reports;
- f. Direct and coordinate the work of the Authority;
- g. Prepare and administer the Authority's annual proposed budget and work program, including overseeing the preparations of applications and workplans for federal, state or other financial assistance, and work with the NPS to accomplish these tasks;
- h. Maintain a record of all Authority financial transactions;
- i. Make an annual report covering the business of the Authority during the preceding year;
- j. Transmit to the Executive Director's successor all books and records of the Authority in the Executive Director's possession;
- k. Approve, upon budget approval or specific affirmative vote of the Board, demands for payment to the Controller of the Authority; and
- l. Other powers and duties as assigned or delegated by the Board, as well as other powers and duties as are incidental to the office of Executive Director.

ARTICLE 7. FINANCING

7.1 Fiscal Year. Authority's fiscal year will be July 1 through June 30.

7.2 Proposed Budget. The Authority Executive Director shall annually proposed a budget as provided in this Article for the administration and operations of the Authority.

7.3 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 administrative costs. 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.

7.4 Adoption of Budget. The Board shall adopt a budget for each upcoming fiscal year not later than the 30th day of June of each current year. Prior to adopting its budget, the Board shall hold at least one public hearing on the proposed budget, which may be at the same meeting during which the budget is considered by the Board.

7.5 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). Prior to the budget hearing, a copy of the proposed budget shall be made available on the Authority's website ten (10) days prior to the public hearing.

7.6 Budget Transmitted to Members. The Authority, not later than the 1st day of July, shall transmit copies of its adopted budget to each Member.

7.7 Advances by Members. Any of the Members or Ex-Officio members may advance funds and/or at-cost in-kind support to the Authority for any proper purpose of the Authority, subject to Paragraph 7.9 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.

7.8 Contributions by Parties. Any of the Members or Ex-Officio members may make a contribution of funds and/or at-cost in-kind support (pursuant to Section 7.11) 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 Members or between the respective Member Parties. Such a contribution may be made pursuant to an agreement between the Authority and the Member making the contribution, in which the use of the contributed funds is specified or restricted.

7.9 Limitations on Debts. The Authority shall incur no indebtedness, including, but not limited to, advances pursuant to Paragraph 7.7, 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 approval of the Board.

7.10 Quarterly Financial Report. The Executive Director shall present to the Board, and the Board shall transmit to each of the Members, a financial report at each Board meeting. The 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.

7.11 Support from Members. A Member, in the exercise of reasonable discretion of its governing board, and with the consent of the YARTS Board of Directors, 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 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.

7.12 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.

7.13 Budget Amendments. Amendments to the budget shall require the affirmative vote of the Board.

ARTICLE 8. TREASURER

8.1 Appointment of Treasurer. The Treasurer of the Authority shall be designated by the Executive Director.

8.2 Duties. The Treasurer shall:

- a. Receive and receipt all money of the Authority and place it in the treasury of the Authority to the credit of the Authority;
- b. Be responsible for the safekeeping and disbursement of all Authority money held by the Treasurer;
- c. 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; and
- d. Transmit to the Executive Director quarterly financial reports.

8.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Treasurer to the Authority on an at-cost basis.

ARTICLE 9. CONTROLLER

9.1 Appointment. The Controller of the Authority shall be designated by the Executive Director.

9.2 Duties. The Controller shall:

- a. Draw warrants to pay demands against the Authority in accordance with the Administering Agency's policies. The Controller shall be responsible on the Controller's official bond for the Controller's approval of disbursements of the Authority money;
- b. 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 member to the Authority; and
- c. 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.

9.3 Reimbursement. The Authority shall reimburse the Administering Agency for the cost of services provided by the Controller to the Authority on an at-cost basis.

ARTICLE 10. BOND/INSURANCE REQUIREMENTS

The Administering Agency, on behalf of the Executive Director, Treasurer, and Controller, and such other persons contracting with the Authority as may be designated by the Board shall file with the Authority an official fidelity bond or insurance policy, at the Authority's expense, in a sum determined by the Board as security for the safekeeping of the Authority's property entrusted to them.

ARTICLE 11. PARTIES' LIABILITY

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

ARTICLE 12. WITHDRAWAL OF PARTY

12.1 Withdrawal. Provided that there has been a resolution with the Authority of any current or previously outstanding obligation (financial or otherwise) of the Member in question, a Member may withdraw from the Authority following 180 days' written 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 Member. Unless the withdrawing Member and the Authority specifically agree to the contrary, a withdrawing Party shall have no right to, or interest in, any of the assets of the Authority.

12.2 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 Member in question, any Member which has withdrawn from the Authority in accordance with the provisions of this Section 12 may resume its Member status upon a majority vote of the voting Members of the Board, and upon the agreement of the resuming party to abide by any other conditions that may be required by the Board pursuant to this Agreement.

ARTICLE 13. DISSOLUTION

13.1 No Specific Term. The Authority shall continue in force without specific term, except as otherwise provided.

13.2 Dissolution. If, at any time, there cease to be two (2) or more Members, the Authority shall be deemed disestablished, and this Agreement shall cease to be operative except for the purpose of winding up and payment of any obligations.

13.3 Distribution of Assets. Subject to Section 12.1, if the Authority is dissolved, all real and personal property, including surplus funds, possessed by the Authority shall be distributed to the federal, state or local funding agency or Member of the JPA that supplied such property, or whose funding provided for the acquisition of such property, unless other distribution is provided by law, or unless such property has been properly liquidated, to pay the obligations of the Authority. Should the origin of any real or personal property be undeterminable, that property shall be equitably divided among the Members of the Authority, as they agree or in proportion to the level of transit service hours provided to each jurisdiction in the most recent transit service plan approved by the Authority.

13.4 Allocation of Costs of Dissolution. In the event of dissolution, if there are not sufficient unencumbered funds which are assets of the Authority available to pay for the costs of dissolution, such costs shall be borne by the Members 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.

13.5 Continues in Effect until Distribution. This Agreement shall not terminate until all property has been distributed in accordance with this section.

ARTICLE 14. SUCCESSORS

This Agreement shall be binding upon and shall inure to the benefit of any successors of the Members.

ARTICLE 15. 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.

ARTICLE 16. SEVERABILITY

Should any part, term, or provision of this Agreement be 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 provisions can be construed in substance to constitute this agreement which the Member Parties intended to enter into in the first instance.

ARTICLE 17. 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.

ARTICLE 18. EFFECTIVE DATE AND AMENDMENT

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

18.2 Amendment. After this JPA becomes effective, it may be amended upon ratification by resolution of two-thirds of the Member 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: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MARIPOSA

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MONO

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF TUOLUMNE

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

COUNTY OF MADERA

Date: _____

Chair, Board of Supervisors

Attest:

County Clerk

Approved as to legal form:

County Counsel

CITY OF FRESNO

Date: _____

City Manager

Attest:

City Clerk

Approved as to legal form:

City Attorney's Office
