

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING  
THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**

THIS AGREEMENT ("Agreement") is made and entered into by and between the County of Alameda, the City of Dublin, the City of Livermore, the City of Pleasanton, and any additional public agency meeting the requirements of Section 5.2 hereof which are or become signatories hereto (collectively hereinafter "Members" and "Member Jurisdictions").

WHEREAS, in 1985, the County of Alameda, the City of Dublin, the City of Livermore and the City of Pleasanton entered into a Joint Exercise of Powers Agreement ("JEPA") creating the Livermore/Amador Valley Transit Authority ("Authority") pursuant to Title 1, Division 7, Chapter 5, Article I (§ 6500, et seq.) of the California Government Code, for the purpose of providing coordinated public transportation services within the Service Area (as herein defined); and

WHEREAS, since it was founded in 1985, the Authority's operations have grown significantly; and

WHEREAS, in 1987 and 2000, the Member Jurisdictions amended provisions of the JEPA to revise certain insurance requirements; and

WHEREAS, the County of Alameda, the City of Dublin, the City of Livermore and the City of Pleasanton now desire to enter into an Amended and Restated Joint Exercise of Powers Agreement to modify and update provisions pertaining to the structure and operation of the Authority.

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE I: GENERAL PROVISIONS**

Section 1.1. Purpose. The purpose of this Agreement is to establish the Authority to provide for the joint exercise of powers common to the Member Jurisdictions to own, manage, operate and maintain a public transportation system in the Service Area. The Member Jurisdictions further desire to jointly exercise such powers to claim, receive and utilize all forms of regionally allocated, State, Federal, or other grants or revenues, including, upon appropriate findings by the Metropolitan Transportation Commission (hereinafter "MTC"), funds under the Transportation Development Act (hereinafter "TDA") (California Public Utilities Code Sections 99207(b) and 99289).

Section 1.2. Creation of Transit Authority. There is hereby created the Livermore Amador Valley Transit Authority (hereinafter "Authority") as a separate and distinct public entity from Member Jurisdictions, to administer and implement this Agreement and to exercise the common powers provided herein within the Service Area attached as Exhibit A.

Effective

January 12, 2009

Section 1.3. Effective Date of Agreement. This Agreement shall become effective when signed by all current Member Jurisdictions and shall supersede the JEPA and any other prior agreements.

Section 1.4. Term. This Agreement shall remain in full force and effect so long as two or more Member Jurisdictions remain parties to the Agreement or until it is superseded by a future agreement.

## **ARTICLE II: POWERS**

Section 2.1. Enumeration of Powers. Subject to the other terms and conditions of this Agreement and any restrictions provided in law, Authority shall have the power to:

- (a) Own, develop, operate, maintain, and administer a public transportation system, or contract with any person, firm, or public agency to use, manage, or operate such transportation system or portions thereof, for public transit purposes;
- (b) Make and enter into contracts, including contracts with any person, firm, or public agency, to provide public transportation facilities and services, or to improve such facilities and services.
- (c) Apply for, receive, and utilize all forms of financial assistance available for public transportation facilities or services, including contributions, grants, allocations, loans, revenues, or other assistance from MTC, State, Federal, or other sources available for the planning, acquisition, construction, maintenance, operation, administration, or other support of such facilities or services; provided that, on behalf of Member Jurisdictions, Authority shall further be empowered to directly apply for, receive, and utilize such financial assistance for which Member Jurisdictions are eligible, including, without limitation, TDA funds. The Member Jurisdictions specifically agree to the following provisions relating to funding:
  - 1) Except as specifically provided by Section 2.2, Member Jurisdictions shall not compete with Authority for TDA public transit funds within the Service Area.
  - 2) In contracting for public transportation services as authorized by sub-section 2.1(b) hereof, Authority is empowered as part of and in support of such contract and for the term thereof, to commit itself to apply for, receive, and expend TDA and other financial assistance for which Authority may apply under this sub-section 2.1(b). Member Jurisdictions shall be bound by and carry out such commitment of Authority during the term of such contract, notwithstanding termination of this Agreement, subject to equitable adjustments required by Section 6.9.
  - 3) Member Jurisdictions shall provide such reasonable assurances and perform such reasonable acts, including execution of claims and grant applications, as are reasonably necessary to give effect to this Article.
- (d) Hire and employ agents and employees, and contract for professional or other consultants and services, and reimburse Member Jurisdictions for the value of services rendered;
- (e) Adopt By-Laws to further establish and govern the Board of Directors' procedures, substantive responsibilities, and organizational structure;
- (f) Enforce all provisions of this Agreement;

- (g) Sue and be sued in its own name;
- (h) Levy and collect fees and charges, including administrative and operating costs to third parties who receive the benefit of services from the Authority;
- (i) Negotiate for, acquire, lease, hold, manage, maintain, control, or dispose of real and personal property, including transportation equipment and facilities;
- (j) Condemn property in eminent domain proceedings, provided that the Authority obtains the consent of the City Council of any city in which the property is located or the County Board of Supervisors for any property located in an unincorporated area of the County, prior to consideration of the resolution of necessity;
- (k) Incur debts, liabilities and obligations, which shall not be the debts, liabilities, and obligations of the Member Jurisdictions, or any of them except as provided in Section 5.3;
- (l) Invest moneys not needed for immediate necessities in accordance with an investment policy adopted by the Board of Directors;
- (m) Delegate within the limitations of Government Code Section 6508 all or a portion of its functions to an administrative entity for the purpose of program development, policy formulation, or program implementation;
- (n) Adopt a conflict of interest code; and
- (o) Do all other reasonable and necessary acts to fulfill the purposes of this Agreement.

#### Section 2.2. Special Transportation Services.

- (a) Any Member Jurisdiction may provide additional funding to Authority for special public transit transportation services equal to their costs. In that event, Authority will provide enhanced service levels to that Member Jurisdiction in proportion to the additional funding provided.
- (b) Authority may exercise all or a portion of the powers set forth in Section 2.1 to provide transportation other than for the general public (e.g. elderly, handicapped and other special transportation needs as currently provided for in Livermore, Dublin, and Pleasanton) and will maintain current levels of service.
- (c) However, notwithstanding any other provision of this Agreement, each Member Jurisdiction may, at its own option, establish and maintain its own program for elderly, handicapped and other special transportation needs. In such event, Authority shall not compete for funding which would otherwise be allocated to that Member.

Section 2.3. Restriction on Power. The manner of exercising powers granted Authority by this Agreement shall be subject to the same restrictions as imposed upon the City of Pleasanton in that agency's exercise of similar powers as required by Government Code Section 6509, including but not limited to those restrictions pertaining to public contracts.

### **ARTICLE III: GOVERNANCE**

Section 3.1. Governing Body. Authority shall be governed by a Board of Directors (hereinafter also known as "Board").

Section 3.2. Composition. There shall be seven (7) members of the Board of Directors. Each city Member Jurisdiction shall appoint two (2) regular representatives to the Board of Directors.

The County of Alameda shall appoint one (1) regular representative. In the event an additional municipal Member Jurisdiction joins the Authority, the authorized membership of the Board of Directors shall increase by two (2) members and each new Member Jurisdiction shall appoint two (2) regular representatives to serve on the Board of Directors.

Section 3.3. Alternates. In addition to their regular representatives, each Member Jurisdiction may appoint one (1) alternate representative to act in the absence of the Member's regular representatives.

Section 3.4. Qualifications. Representatives shall be elected members of the governing boards of the Member Jurisdictions. With the exception of the alternate from the County of Alameda, alternates shall be elected members of the governing bodies of the Member Jurisdictions. The alternate from the County of Alameda shall be appointed by the Board of Supervisors. Any Director or alternate Director that is an elected member of the Member Jurisdiction's governing board shall cease to be a Director when such person ceases to hold that office

Section 3.5. Selections and Approval. Representatives shall serve solely at the pleasure of the appointing Member Jurisdiction and shall be appointed in a manner established by the Member Jurisdiction. All vacancies on the Board shall be filled by the Member Jurisdiction with thirty (30) days of the effective date of the vacancy or as soon thereafter as the Member Jurisdiction may legally act.

Section 3.6. Participation in Decisions Affecting Member Jurisdictions. An elected member of the governing body of a Member Jurisdiction shall not be prohibited by reason of such office from also participating as a representative to the Board of Directors of Authority while it is considering or acting upon a contract, lease, or other transaction with such Member Jurisdiction.

Section 3.7. Committees. The Board of Directors shall establish such committees, either standing or ad hoc, as it deems necessary and appropriate to assist the Authority in carrying out the purposes of the Agreement. The establishment of standing committees, as well as their composition, method of appointment, governance, role and purpose, shall be designated in the By-Laws of the Authority as adopted by the Board.

Section 3.8. Meetings. All meetings of the Board of Directors shall be public meetings unless a specified closed session is held in accordance with the Ralph M. Brown Act (California Government Code Section 54950 et seq.) ("Brown Act"). The Board shall hold regular meetings at such dates and times as are fixed pursuant to a procedure that shall be established by the By-Laws. Special meetings and emergency meetings of the Board of Directors may be called in accordance with State law and pursuant to the By-Laws. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held and conducted in compliance with the provisions of the Brown Act.

Section 3.9. Quorum. Four (4) members of the Board of Directors, with the authority to exercise at least five (5) votes, shall constitute a quorum for the transaction of business at meetings of the Board of Directors

Section 3.10. Voting. Each representative to the Board of Directors shall have one vote, except that in the absence of a regular or alternate representative of a city Member Jurisdiction at a meeting of the Board of Directors, the other representative from that city may exercise both votes for that jurisdiction.

Section 3.11. Board Action. Except as specifically limited by Subsection 3.11(a) and (b) of this Agreement, four (4) affirmative votes of the Board of Directors shall be required to act upon any matter.

- (a) Matters Requiring 14 Days' Notice and Notice to Member Jurisdiction. The following actions shall require five (5) votes for approval and shall not be passed until at least 14 days after their introduction at a Board of Directors meeting. When any of the following actions are altered after introduction, they shall not be effective until at least fourteen days after their passage. Good faith compliance with the notice requirements of Section 6 shall be deemed to constitute sufficient notice to Member Jurisdictions. Any objection to notice shall be made within 14 days of the action.
  - 1) Adoption or amendment of By-Laws.
  - 2) Designation of the Authority Treasurer as provided in sub-section 4.2.
  - 3) Approval of any budget actions requiring increased amounts to be paid by any Member Jurisdiction over and above approved budget appropriations, and modification of the Member Jurisdictions' contributions to the Authority.
- (b) Permanent Changes in Routes. Any permanent change in regularly scheduled bus routes requires four votes of the Board of Directors including all of the votes of the jurisdiction in which the change would occur. Examples of changes in bus routes subject to the limitations of this section include changes in frequencies, changes in location of bus routes, and changes in location of bus stops. Emergency changes in bus routes necessitated by street closures and other unanticipated events may be implemented as appropriate but shall be brought to the Board for its review at the next regularly scheduled Board meeting.

#### **ARTICLE IV: ADMINISTRATION**

Section 4.1. Executive Director. The Board of Directors shall appoint and employ an Executive Director, who shall serve at the pleasure of the Board. In lieu of an Executive Director, the Board may contract for such management services. At the direction of the Board, the Executive Director shall work with such committees as may be established and designated for this purpose. The Executive Director shall be responsible for:

- (a) Authority management, strategic planning, financial management, personnel, and implementation of the Board-adopted annual work program and budget;
- (b) Translating Board of Directors policies into operating directives, procedures and rules;
- (c) Day-to-day personnel matters and for the hiring and firing of subordinate staff members;
- (d) Obtaining funds for transit services and Authority operations through grants and other financial resources;
- (e) Preparing an annual budget for presentation to the Board of Directors for adoption;

- (f) Providing the Board of Directors with data necessary to adopt Authority policies and advising the Board of Directors on transit matters;
- (g) Negotiating, administering and monitoring contracts for transit services;
- (h) Procuring necessary facilities, equipment and supplies for the Authority's administration and operation;
- (i) Coordinating the Authority's services with other transit agencies, and representing the Authority with other agencies, both public and private, and the general public; and
- (j) Preparation of an annual report describing the results of program implementation, transportation surveys, and other information including the successes in attaining the goals and objectives to advance the purpose of the Authority.

Section 4.2. Treasurer and Auditor. The Board of Directors shall:

- (a) Appoint a Treasurer and an Auditor pursuant to California Government Code Section 6505.5; or
- (b) Appoint one of its officers or employees to either or both positions pursuant to California Government Code Section 6505.6. Such offices may be held by separate officers or employees or combined and held by one officer or employee.

Section 4.3. Legal Counsel. The Board of Directors may appoint legal counsel to represent the Authority.

Section 4.4. Staff. The Board of Directors may create or approve the creation of staff positions, or make other arrangements as it deems advisable, to meet Authority's administrative support services needs, such as, but not limited to, clerical and reception. Staff positions shall be filled by the Executive Director and staff members shall serve at the pleasure of the Executive Director.

Section 4.5. Non-Liability of Member Jurisdictions. None of the officers, agents, or employees directly employed by the Authority shall be deemed, solely by reason of their employment by the Authority, to be employed by any Member Jurisdiction. All of the privileges and immunities from liability; exemptions from laws, ordinance and rules; and pension, relief, disability, workers' compensation, and other benefits which apply to officers, agents, or employees of Member Jurisdictions shall apply to Member Jurisdictions' officers, agents and employees to the same degree and extent while they are engaged in the performance of any function or duty for the Authority as when engaged in such functions or duties for their Member Jurisdictions. Except as expressly provided for in this Agreement, nothing contained in this Article IV is intended to nor shall it restrict or limit the rights or abilities otherwise available to the Authority to enter into agreements or other arrangements with any Member Jurisdiction in accordance with the terms and conditions of this Agreement and the By-Laws regarding the use of employees of the Member Jurisdictions in the operations and activities of the Authority.

Section 4.6. Indemnification. The Authority shall defend, indemnify and save harmless each Member Jurisdiction and its respective councilmembers, officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the Authority's performance of its powers, duties and responsibilities under this Agreement.

Section 4.7. Insurance. The Authority shall acquire and keep in force such insurance policies with coverage and limits sufficient to protect the Authority and its Member Jurisdictions for claims for damages arising from the activities of the Authority, its Board of Directors, officers and employees. It is the intent of this Section that the policies of insurance described herein include coverage for automobile liability, comprehensive general liability, public officials errors and omissions, workers' compensation and such excess liability and other perils as the Board of Directors shall from time to time direct, and that the coverage limits of these policies be maintained at levels as the Board of Directors shall from time to time direct. Each Member Jurisdiction shall be named an "additional insured" on the liability coverages or shall receive equivalent treatment or status under the Authority's insurance program.

## **ARTICLE V: CHANGES TO MEMBERSHIP AND FORM**

Section 5.1. Termination and Dissolution. This Agreement shall be deemed terminated and the Authority shall be dissolved when only one Member Jurisdiction continues to participate or when all Member Jurisdictions choose to terminate it. If Authority has, as permitted by sub-section 2.1(b), executed a long-term contract for public transportation services which cannot be canceled or divided except for cause and which includes a commitment to claim and expend financial assistance for the period of such contract, then Authority may not be dissolved during the term of such contract unless reasonable alternate terms can be negotiated with the other party to the long-term contract.

Section 5.2. New Members. Upon the unanimous consent of the Member Jurisdictions, as evidenced by resolutions adopted by each Member Jurisdiction amending the Agreement and designating a revised Service Area, any public entity shall be admitted to Authority as a voting Member Jurisdiction, provided that new Members shall first execute a copy of this Joint Exercise of Powers Agreement and agree to be bound by their terms and the terms of any other agreements to which Authority is party.

Section 5.3. Individual Member Withdrawal. A Member Jurisdiction may terminate its participation in and withdrawal from this Agreement and Authority at any time, provided that such Member shall give one year's prior written notice of such termination to Authority and other Member Jurisdictions. Notice of termination may be rescinded upon written notice to Authority any time before the effective date of termination, provided, however, that the Board must approve such rescission.

- (a) If Authority has, as permitted by sub-section 2.1(c), executed a long-term contract for public transportation services which is based on the assumption that the terminated Member Jurisdiction will claim and expend, on behalf of such service, public transportation financial assistance for which it is eligible, the terminated Member Jurisdiction shall be bound by such commitment. If equitably required, the terminated Member Jurisdiction shall not claim, but instead shall assist Authority to claim, such financial assistance during the remaining term of such contract. If possible, Authority will cooperate to arrange an equitable division of the obligations and benefits of said contract.
- (b) A terminated Member Jurisdiction shall continue to provide assurances and perform acts as required by Section 2.1 of this Agreement. During the term of such contract,

## **ARTICLE VI: FINANCES**

Section 6.1. Fiscal Year. The fiscal year for Authority shall be from July 1 to June 30 of the following year.

Section 6.2. Property Custodian. The Authority's Treasurer/Auditor and Executive Director shall have charge, handle, and/or have access to any money, property and assets of Authority.

Section 6.3. Official Bond Required. Pursuant to Government Code Section 6505.1, the Authority shall require the Treasurer/Auditor and Executive Director to file an official bond in an amount of at least Five Hundred Thousand Dollars (\$500,000). The actual cost of such bonds shall be a proper charge against the Authority.

Section 6.4. Responsibilities of the Treasurer. The Treasurer is designated as the depository for Authority and is to have custody of all funds of Authority from whatever source.

- (a) As depository, the Treasurer shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Government Code Section 6505.5, as may be amended from time to time:
  - 1) Receive and receipt for all money of the agency or entity and place it in the treasury of the Treasurer so designated to the credit of the agency or entity.
  - 2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.
  - 3) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.
  - 4) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the Agreement.
- (b) The Treasurer shall also:
  - 1) Maintain all financial books and records necessary to conduct the business of Authority;
  - 2) Invest any surplus funds not needed for immediate necessities of the Authority as the Board of Directors deems advisable; provided that such investments shall be in the same manner and upon the same terms and conditions as other local entities' investments in accordance with Government Code Section 53601; and
  - 3) Develop periodic reports to the Board of Director and the Executive Director regarding receipts, disbursements and the financial condition of the Authority.



Section 6.5. Audit. There shall be strict accountability of all Authority funds. The Authority's Auditor shall:

- (a) Report all receipts and disbursements to Authority; and
- (b) Make or contract with an independent certified public accountant to make an annual audit of Authority pursuant to requirements of Government Code Section 6505; and
- (c) Provide copies of the annual audit to all Member Jurisdictions and the Alameda County Auditor.

Section 6.6. Budget. A procedure for adoption of an annual budget may be set forth in the By-Laws of Authority. If a procedure is not set forth in the By-Laws, the Executive Director annually shall prepare a budget for the Authority setting forth anticipated expenses, financing sources and proposed service levels and programs necessary to carry out the purposes of this Agreement. The Executive Director shall recommend the budget to the Board of Directors for approval after reviewing same with any committee the Board may establish and designate for this purpose. In the event the budget contemplates revenue in the form of monetary contributions from the Member Jurisdictions, the budget shall be submitted to each jurisdiction for approval.

Section 6.7. Contributions by Member Jurisdictions. No Member Jurisdiction shall be required to contribute any money from its general fund or other locally-controlled funds to Authority unless first approved by the governing body of such Member Jurisdiction. As permitted at Section 2.2, any Member Jurisdiction may provide additional funding for specified transportation services which the Authority is authorized to provide. In that event, Authority will provide enhanced service levels to the contributing Member Jurisdiction in proportion to the additional funding provided.

Section 6.8. Service Allocation.

In order to insure that service is reasonably distributed among city Member Jurisdictions, the allocation of service hours for each city Member Jurisdiction shall be in accordance with the following formula:

Service Hour Allocation = Population of Member Jurisdiction/Total Service Area Population

Population for the purposes of this formula shall be the most recent annual population estimates from the State Department of Finance. However, when selecting service levels, the Board may also consider other relevant factors such as bus miles traveled, fare box revenues received, ridership, number of stops, average speed, local geography and the impact of regional destinations and percentage of residential population within one quarter mile of a bus route. Service levels shall not differ by more than 15% from population-based allocations, unless approved by a vote of the Board of Directors that includes the affirmative votes of any city Member Jurisdiction whose Service Hour Allocation will be more than 15% less than the population-based allocation. In addition, the Board may, by an action meeting the requirements of Section 3.11(a), exempt any route or project from inclusion in the Service Hour Allocation until such time as the Board, by means of an action also meeting the requirements of Section 3.11(a), lifts such exemption.

Section 6.9 Disposition of Surplus Money and Property. This Section shall apply to distribution by Authority of its surplus money or acquired property. This Section shall not affect the sale, transfer, or other disposition of property or money by Authority in the ordinary course of its activities necessary to fulfill the purposes of this Agreement.

- (a) Successor Public Entity. If by law another public entity has been created or designated to assume responsibility for providing public transportation services within all or substantially all of the Service Area of Authority, with the unanimous approval of the Member Jurisdictions the surplus money and acquired property of Authority may be transferred to such public entity upon its assumption of all (monetary) liabilities of Authority, and Authority shall thereafter terminate.
- (b) Withdrawal of Member Jurisdiction. Upon withdrawal of one or more Member Jurisdictions as provided in Section 5.3, the acquired property and surplus money of Authority shall be distributed to the withdrawing Members in proportion to the aggregate of that Member's contributions to Authority and TDA funds claimed by Authority on behalf of such Member Jurisdiction. To facilitate such distribution, property may be distributed in kind or reduced to cash by sale. Any distribution of cash, including surplus moneys, to a Member Jurisdiction in excess of its actual contributions to Authority shall be first approved by MTC. If Member Jurisdictions cannot agree upon the valuation of acquired property or upon their distributive shares, the disagreement shall be referred to a panel of three referees for decision. One referee shall be appointed by the Member(s) disputing the valuation or disposition. One referee shall be appointed by the Member(s) supporting the valuation or distribution. One referee shall be appointed by the two referees first appointed. The decisions of the referees shall be final and binding upon the Member Jurisdictions.

## **ARTICLE VII: MISCELLANEOUS**

Section 7.1. Governing Law. This Agreement is made under the Constitution and laws of the State of California and is to be so construed.

Section 7.2. Amendment. This Agreement may be amended from time to time by the unanimous written approval of all Member Jurisdictions. Such amendment shall take effect upon the approval of the last Member Jurisdiction. Copies of any amendments shall be filed with the Secretary of State in accordance with Government Code Section 6503.5

Section 7.3. 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 of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions, or provisions can be construed in substance to constitute the Agreement that the Member Jurisdictions intended to enter into in the first instance.

Section 7.4. Execution in Counterparts. This Agreement and any amendments may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement or amendment.

Section 7.5. Successors. This Agreement shall be binding upon and inure to the benefit of any successors or assigns of the Member Jurisdictions.

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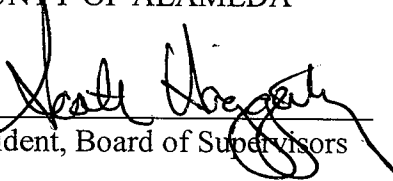
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**IN WITNESS WHEREOF**, the parties hereto have executed this Amended and Restated Joint Exercise of Powers Agreement Establishing the Livermore Amador Valley Transit Authority by their duly authorized officers and representatives as of the date indicated.

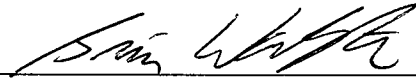
**COUNTY:**

Dated: \_\_\_\_\_

COUNTY OF ALAMEDA

By:   
President, Board of Supervisors

APPROVED AS TO FORM:

  
County Counsel

ATTEST:

  
Clerk, Board of Supervisors

**DUBLIN:**

Dated: \_\_\_\_\_

CITY OF DUBLIN

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**IN WITNESS WHEREOF**, the parties hereto have executed this Amended and Restated Joint Exercise of Powers Agreement Establishing the Livermore Amador Valley Transit Authority by their duly authorized officers and representatives as of the date indicated.

**COUNTY:**

Dated: \_\_\_\_\_

COUNTY OF ALAMEDA

APPROVED AS TO FORM:

By: \_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
County Counsel

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

**DUBLIN:**

Dated: August 29, 2008

CITY OF DUBLIN

APPROVED AS TO FORM:

By: Janet Lockhart  
Mayor

[Signature]  
City Attorney

ATTEST:

Carol P. Sax  
City Clerk

**LIVERMORE:**

CITY OF LIVERMORE

By: Marshall Kanene  
Mayor

ATTEST:

Dusan Hibbs  
City Clerk

APPROVED AS TO FORM:

John J. Pongor  
City Attorney

**PLEASANTON:**

CITY OF PLEASANTON

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**LIVERMORE:**

CITY OF LIVERMORE

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney

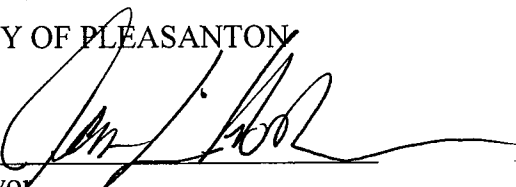
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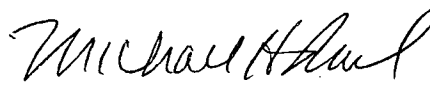
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City Clerk

**PLEASANTON:**

CITY OF PLEASANTON

APPROVED AS TO FORM:

By:   
Mayor

  
\_\_\_\_\_  
City Attorney

ATTEST:

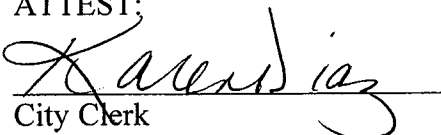
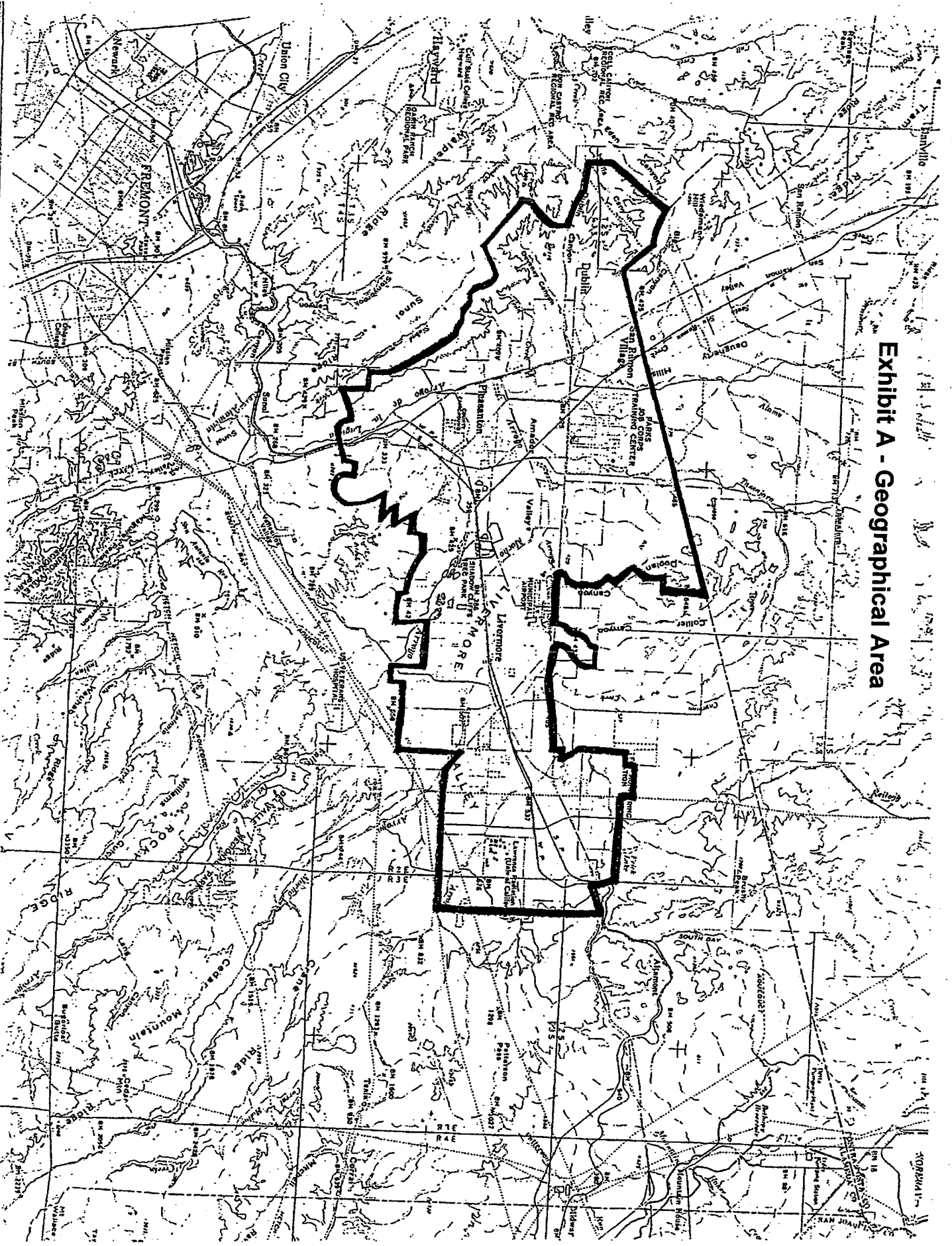
  
\_\_\_\_\_  
City Clerk

Exhibit A - Geographical Area





MICHAEL N. CONNERAN  
PARTNER  
DIRECT DIAL 415 995 5042  
DIRECT FAX 415 995 3412  
E-MAIL mconneran@hansonbridgett.com



January 28, 2009

Office of Secretary of State Debra Bowen  
Attention: Special Filings Unit  
1500 11th Street, 2nd Floor  
P.O. Box 942877  
Sacramento, CA 94277-0001

**RECEIVED**

JAN 30 2009

LIVERMORE AMADOR VALLEY  
TRANSIT AUTHORITY

**Re: Amendment to a Joint Powers Agreement**

Dear Ms. Bowen:

Please accept this filing on behalf of the Livermore Amador Valley Transit Authority. I have included one dollar in currency to cover the applicable fee. Thank you for your assistance.

Very truly yours,

Michael N. Conneran

cc: Beverly Adamo



# State of California

## Secretary of State

FILE NO. \_\_\_\_\_

### AMENDMENT TO A JOINT POWERS AGREEMENT

(Government Code Section 6503.5 or 6503.7)

#### Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942877, Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

(Office Use Only)

Date of filing initial notice with the Secretary of State: February 17, 1987

File number of initial notice: 835

Name of Joint Powers agreement: Amended and Restated Joint Exercise of Powers Agreement  
Establishing Livermore Amador Valley Transit Authority

Mailing Address: 1362 Rutan Court, Suite 100, Livermore, CA 94550

Complete one or more boxes below. The agreement has been amended to:

- ☐ Change the parties to the agreement as follows: \_\_\_\_\_
- ☐ Change the name of the administering agency or entity as follows: \_\_\_\_\_
- ☒ Change the purpose of the agreement or the powers to be exercised as follows: Explicitly grants  
eminent domain power and clarifies other powers regarding property.
- ☐ Change the short title of the agreement as follows: \_\_\_\_\_
- ☒ Make other changes to the agreement as follows: Revises voting and quorum requirements; clarifies  
role of Treasurer and more clearly identifies city whose limitations on power apply  
to agency.

Date

1/28/09

Signature

Michael N. Conneran, Attorney

Typed Name and Title



**DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA**  
**BUSINESS PROGRAMS | SPECIAL FILINGS**

1500 11th Street, 2nd floor | Sacramento, CA 95814 | P.O. Box 942877 | Sacramento, CA 94277-0001 | (916) 653-3984 | [www.sos.ca.gov](http://www.sos.ca.gov)

February 23, 2009

Michael N. Conneran, Attorney  
Livermore-Amador Valley Transit Authority  
1362 Rutan Court, Ste. 100  
Livermore, CA 94550

**RECEIVED**

FEB 25 2009

LIVERMORE AMADOR VALLEY  
TRANSIT AUTHORITY

The purpose of this letter is to acknowledge the filing in this office of an Amendment to a Joint Powers Agreement for Livermore-Amador Valley Transit Authority pursuant to California Government Code Section 6503.5 or 6503.7. This was filed as of February 17, 2009 and assigned amendment number 1688.

In the future, if additional information concerning this Joint Powers is to be reported to the Secretary of State's Office, amendment forms can be downloaded from our website at [www.ss.ca.gov](http://www.ss.ca.gov)

Sincerely,

Special Filings Unit