

**FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT TO ESTABLISH,  
OPERATE AND MAINTAIN A PUPIL TRANSPORTATION AGENCY**

THIS FIRST AMENDMENT (“Amendment”) TO THE JOINT POWERS AGREEMENT TO ESTABLISH, OPERATE AND MAINTAIN A PUPIL TRANSPORTATION AGENCY (“Agreement”) is entered into as of the effective date determined under Paragraph E. BYLAWS, subparagraph 2, as revised below, by and between Little Lake City School District, Los Nietos School District, South Whittier School District, El Rancho Unified School District, Whittier Union High School District, Whittier City School District, and East Whittier School District, all of whom are public education agencies in the County of Los Angeles, State of California (collectively “Members” and each individually a “Member”).

**RECITALS**

- A. WHEREAS, the Pupil Transportation Cooperative (“PTC”) (formerly known as the Pupil Transportation Agency), is a joint powers authority, duly organized and existing under the Agreement between the Members which became effective on May 1, 1984, and operative on July 1, 1984, and Government Code section 6500, et seq.; and
- B. WHEREAS, PTC was formed by its Members to provide the services and other items necessary and appropriate for the establishment, operation and maintenance of a pupil transportation system serving the Members’ students; and
- C. WHEREAS, the Members now desire to amend the Agreement, which includes Appendix “A” (the “Computation of Members Mileage Between Home and School Formula”) and Appendix “B” (the “Bylaws”) incorporated by reference therein, to effectuate changes thereto that are deemed to be in the best interest of the Members in facilitating the cessation of operations and the winding up of the affairs of PTC, including the subsequent termination of the Agreement, as hereby amended.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual advantages to be derived therefrom and in consideration of the execution of this Amendment by other Members, each Member hereby agrees as follows:

- 1. The foregoing Recitals are true and correct.
- 2. The terms of the Agreement including its Appendix “B”, set forth in Attachment “A”, attached hereto and incorporated by reference herein are

hereby amended.

- 3. Except as amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and confirmed by the Members.
- 4. This Amendment and the provisions of Attachment "A" shall become effective on the date the document has been ratified by two-thirds (2/3) of the Members.
- 5. The provisions of this Amendment may only be amended or modified by a writing executed by two-thirds (2/3) of the Members.
- 6. This Amendment shall supplement the Agreement. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control. All definitions used in this Amendment but not defined herein shall have the same meaning provided in the Agreement.
- 7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment was executed by the Members through their duly authorized representatives as noted below.

LITTLE LAKE CITY SCHOOL DISTRICT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

LOS NIETOS SCHOOL DISTRICT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Signatures on Following Page**

SOUTH WHITTIER SCHOOL DISTRICT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EL RANCHO UNIFIED SCHOOL DISTRICT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WHITTIER UNION HIGH SCHOOL DISTRICT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WHITTIER CITY SCHOOL DISTRICT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EAST WHITTIER SCHOOL DISTRICT

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment "A"

JOINT POWERS AGREEMENT

1. Paragraph B. FUNCTIONS OF THE AGENCY, subparagraph (j), sub subparagraph 1., Procedure: -a-, is deleted in its entirety and replaced with the following:

"-a- The actual cost paid by each member to the Agency for the period FY 2007-08 through FY 2016-17 shall be determined."

2. Paragraph E. BYLAWS, subparagraph 2 is deleted in its entirety and replaced with the following:

"2. Procedures for amending the Bylaws shall be as provided in the Bylaws so long as to not be inconsistent with this Agreement. All amendments must be approved by two-thirds (2/3) of the members of the Board of Directors before the amendment shall become effective. Such amendments shall be binding upon all members of the Agency. The effective date of any amendment will be as stated in the amendment."

APPENDIX "B" TO JOINT POWERS AGREEMENT

BY-LAWS

Appendix "B" of the Agreement, BY-LAWS, is modified as follows:

1. ARTICLE VIII, DISPOSITION OF PROPERTY AND FUNDS, Paragraph B is deleted in its entirety and replaced with the following:

"B. In the event a member terminates membership in the Agreement, the Board of Directors shall distribute to the withdrawing or terminating member its' pro rata share of the total Agency net worth. A withdrawing or terminating member's pro rata share is defined as the total cost paid by the member for the period FY 2007-08 through FY 2016-17, divided by the total cost paid by all members for the period FY 2007-08 through FY 2016-17. The Board of Directors shall determine whether the obligation to pay a member's pro rata share shall be discharged through a transfer of property or through a payment of funds to the withdrawing or terminating member. Alternatively, at the direction of the withdrawing member, the transfer or payment may be made directly to a third party public agency for the purpose of carrying out the functions of the Agency. Said transfer or payment shall be made within a reasonable time following withdrawal or termination."

2. ARTICLE X, AMENDMENT, Paragraph B is deleted in its entirety and replaced with the following:

“All amendments to these Bylaws must be approved by a two-thirds (2/3) vote of the members of the Board of Directors before the amendment shall become effective. Such amendments shall be binding upon all members of the Agency. The effective date of any amendment will be as stated in the amendment.

END OF FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT TO  
ESTABLISH, OPERATE AND MAINTAIN A PUPIL TRANSPORTATION AGENCY  
AGREEMENT