

**From:** VTA Board Secretary  
**Sent:** Wednesday, January 7, 2026 3:34 PM  
**To:** VTA Board of Directors  
**Cc:** Tran, Evelynn ; Gonot, Carolyn ; Richardson, Greg ; Haywood, Scott  
**Subject:** From VTA: Complete Text of the Brown Act

VTA Board of Directors:

In compliance with Government Code Section 54952.7 of the Brown Act, we are forwarding to you the full text of the Brown Act, as amended by SB707, for your reference. You may also access the information by clicking this [link](#).

This is being provided to ensure you have ready access to the Brown Act, which governs public meetings, teleconferencing, social media, and public participation.

Please reply to this email if you need a paper copy. Evelynn Tran, General Counsel, is copied on this email in case you have any legal-related questions.

Thank you,

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**GOVERNMENT CODE - GOV**
**TITLE 5. LOCAL AGENCIES [50001 - 57607]** ( *Title 5 added by Stats. 1949, Ch. 81.* )
**DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]** ( *Division 2 added by Stats. 1949, Ch. 81.* )
**PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7]** (
*Part 1 added by Stats. 1949, Ch. 81.* )

**CHAPTER 9. Meetings [54950 - 54963]** ( *Chapter 9 added by Stats. 1953, Ch. 1588.* )

**54950.** In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

*(Added by Stats. 1953, Ch. 1588.)*

**54950.5.** This chapter shall be known as the Ralph M. Brown Act.

*(Added by Stats. 1961, Ch. 115.)*

**54951.** As used in this chapter, "local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission or agency thereof, or other local public agency.

*(Amended by Stats. 1959, Ch. 1417.)*

**54952.** As used in this chapter, "legislative body" means:

(a) The governing body of a local agency or any other local body created by state or federal statute.

(b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decisionmaking or advisory, created by charter, ordinance, resolution, or formal action of a legislative body. However, advisory committees, composed solely of the members of the legislative body that are less than a quorum of the legislative body are not legislative bodies, except that standing committees of a legislative body, irrespective of their composition, which have a continuing subject matter jurisdiction, or a meeting schedule fixed by charter, ordinance, resolution, or formal action of a legislative body are legislative bodies for purposes of this chapter.

(c) (1) A board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that either:

(A) Is created by the elected legislative body in order to exercise authority that may lawfully be delegated by the elected governing body to a private corporation, limited liability company, or other entity.

(B) Receives funds from a local agency and the membership of whose governing body includes a member of the legislative body of the local agency appointed to that governing body as a full voting member by the legislative body of the local agency.

(2) Notwithstanding subparagraph (B) of paragraph (1), no board, commission, committee, or other multimember body that governs a private corporation, limited liability company, or other entity that receives funds from a local agency and, as of February 9, 1996, has a member of the legislative body of the local agency as a full voting

member of the governing body of that private corporation, limited liability company, or other entity shall be relieved from the public meeting requirements of this chapter by virtue of a change in status of the full voting member to a nonvoting member.

(d) The lessee of any hospital the whole or part of which is first leased pursuant to subdivision (p) of Section 32121 of the Health and Safety Code after January 1, 1994, where the lessee exercises any material authority of a legislative body of a local agency delegated to it by that legislative body whether the lessee is organized and operated by the local agency or by a delegated authority.

*(Amended by Stats. 2002, Ch. 1073, Sec. 2. Effective January 1, 2003.)*

**54952.1.** Any person elected to serve as a member of a legislative body who has not yet assumed the duties of office shall conform his or her conduct to the requirements of this chapter and shall be treated for purposes of enforcement of this chapter as if he or she has already assumed office.

*(Amended by Stats. 1994, Ch. 32, Sec. 2. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)*

**54952.2.** (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

*(Amended (as amended by Stats. 2020, Ch. 89, Sec. 1) by Stats. 2025, Ch. 327, Sec. 1. (SB 707) Effective January 1, 2026.)*

**54952.3.** (a) A legislative body that has convened a meeting and whose membership constitutes a quorum of any other legislative body may convene a meeting of that other legislative body, simultaneously or in serial order, only if a clerk or a member of the convened legislative body verbally announces, prior to convening any simultaneous or serial order meeting of that subsequent legislative body, the amount of compensation or stipend, if any, that each member will be entitled to receive as a result of convening the simultaneous or serial meeting of the subsequent legislative body and identifies that the compensation or stipend shall be provided as a result of convening a meeting for which each member is entitled to collect compensation or a stipend. However, the clerk or member of the legislative body shall not be required to announce the amount of compensation if the amount of compensation is prescribed in statute and no additional compensation has been authorized by a local agency.

(b) For purposes of this section, compensation and stipend shall not include amounts reimbursed for actual and necessary expenses incurred by a member in the performance of the member's official duties, including, but not limited to, reimbursement of expenses relating to travel, meals, and lodging.

*(Added by Stats. 2011, Ch. 91, Sec. 1. (AB 23) Effective January 1, 2012.)*

**54952.6.** As used in this chapter, "action taken" means a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance.

*(Added by Stats. 1961, Ch. 1671.)*

**54952.7.** A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

*(Amended by Stats. 2025, Ch. 327, Sec. 3. (SB 707) Effective January 1, 2026.)*

**54953.** (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding

authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) "Disability" means a physical disability or a mental disability as those terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.

(2) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding subparagraph (A), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(3) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

*(Amended (as amended by Stats. 2023, Ch. 534, Sec. 2) by Stats. 2025, Ch. 327, Sec. 4. (SB 707) Effective January 1, 2026.)*

**54953.1.** The provisions of this chapter shall not be construed to prohibit the members of the legislative body of a local agency from giving testimony in private before a grand jury, either as individuals or as a body.

*(Added by Stats. 1979, Ch. 950.)*

**54953.2.** All meetings of a legislative body of a local agency that are open and public shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

*(Added by Stats. 2002, Ch. 300, Sec. 5. Effective January 1, 2003.)*

**54953.3.** A member of the public shall not be required, as a condition to attendance at a meeting of a legislative body of a local agency, to register his or her name, to provide other information, to complete a questionnaire, or otherwise to fulfill any condition precedent to his or her attendance.

If an attendance list, register, questionnaire, or other similar document is posted at or near the entrance to the room where the meeting is to be held, or is circulated to the persons present during the meeting, it shall state clearly that the signing, registering, or completion of the document is voluntary, and that all persons may attend the meeting regardless of whether a person signs, registers, or completes the document.

*(Amended by Stats. 1981, Ch. 968, Sec. 28.)*

**54953.4.** (a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body

shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

(i) Arranging space for one or more interpreters at the meeting location.

(ii) Allowing extra time during the meeting for interpretation to occur.

(iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management

platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

(e) For purposes of this section, all of the following definitions apply:

(1) (A) "Applicable languages" means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than "very well."

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

(C) If more than three languages meet the criteria set forth in subparagraph (A), "applicable languages" shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence, that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) "Eligible legislative body" means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(f) This section shall become operative on July 1, 2026.

(g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

*(Added by Stats. 2025, Ch. 327, Sec. 5. (SB 707) Effective January 1, 2026. Operative July 1, 2026, by its own provisions. Repealed as of January 1, 2030, by its own provisions.)*

**54953.5.** (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

(Amended by Stats. 2025, Ch. 327, Sec. 6. (SB 707) Effective January 1, 2026.)

**54953.6.** No legislative body of a local agency shall prohibit or otherwise restrict the broadcast of its open and public meetings in the absence of a reasonable finding that the broadcast cannot be accomplished without noise, illumination, or obstruction of view that would constitute a persistent disruption of the proceedings.

(Amended by Stats. 1994, Ch. 32, Sec. 6. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

**54953.7.** Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

(Amended by Stats. 2025, Ch. 327, Sec. 7. (SB 707) Effective January 1, 2026.)

**54953.8.** (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to

paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

*(Added by Stats. 2025, Ch. 327, Sec. 8. (SB 707) Effective January 1, 2026.)*

**54953.8.1.** (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(Added by Stats. 2025, Ch. 327, Sec. 9. (SB 707) Effective January 1, 2026.)

**54953.8.2.** (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

(Added by Stats. 2025, Ch. 327, Sec. 10. (SB 707) Effective January 1, 2026.)

**54953.8.3.** (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, "just cause" means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

(7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

*(Added by Stats. 2025, Ch. 327, Sec. 11. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)*

**54953.8.4.** (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) "Accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) "Eligible neighborhood council" means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

*(Added by Stats. 2025, Ch. 327, Sec. 12. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)*

**54953.8.5.** (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, "child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, "accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, "eligible community college student organization" means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

*(Added by Stats. 2025, Ch. 327, Sec. 13. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)*

**54953.8.6.** (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.

(ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.

(iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.

(iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).

(C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.

(b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:

(A) Is described in subdivision (b) of Section 54952.

(B) Serves exclusively in an advisory capacity.

(C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

(D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

(2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

*(Added by Stats. 2025, Ch. 327, Sec. 14. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)*

**54953.8.7.** (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, "compensation" does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) "Eligible multijurisdictional body" means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) "Multijurisdictional" means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

*(Added by Stats. 2025, Ch. 327, Sec. 15. (SB 707) Effective January 1, 2026. Repealed as of January 1, 2030, by its own provisions.)*

**54954.** (a) Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body.

(b) Regular and special meetings of the legislative body shall be held within the boundaries of the territory over which the local agency exercises jurisdiction, except to do any of the following:

(1) Comply with state or federal law or court order, or attend a judicial or administrative proceeding to which the local agency is a party.

(2) Inspect real or personal property which cannot be conveniently brought within the boundaries of the territory over which the local agency exercises jurisdiction provided that the topic of the meeting is limited to items directly related to the real or personal property.

(3) Participate in meetings or discussions of multiagency significance that are outside the boundaries of a local agency's jurisdiction. However, any meeting or discussion held pursuant to this subdivision shall take place within the jurisdiction of one of the participating local agencies and be noticed by all participating agencies as provided for in this chapter.

(4) Meet in the closest meeting facility if the local agency has no meeting facility within the boundaries of the territory over which the local agency exercises jurisdiction, or at the principal office of the local agency if that office is located outside the territory over which the agency exercises jurisdiction.

(5) Meet outside their immediate jurisdiction with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(6) Meet outside their immediate jurisdiction if the meeting takes place in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(7) Visit the office of the local agency's legal counsel for a closed session on pending litigation held pursuant to Section 54956.9, when to do so would reduce legal fees or costs.

(c) Meetings of the governing board of a school district shall be held within the district, except under the circumstances enumerated in subdivision (b), or to do any of the following:

(1) Attend a conference on nonadversarial collective bargaining techniques.

(2) Interview members of the public residing in another district with reference to the trustees' potential employment of an applicant for the position of the superintendent of the district.

(3) Interview a potential employee from another district.

(d) Meetings of a joint powers authority shall occur within the territory of at least one of its member agencies, or as provided in subdivision (b). However, a joint powers authority which has members throughout the state may meet at any facility in the state which complies with the requirements of Section 54961.

(e) If, by reason of fire, flood, earthquake, or other emergency, it shall be unsafe to meet in the place designated, the meetings shall be held for the duration of the emergency at the place designated by the presiding officer of the legislative body or his or her designee in a notice to the local media that have requested notice pursuant to Section 54956, by the most rapid means of communication available at the time.

*(Amended by Stats. 2004, Ch. 257, Sec. 1. Effective January 1, 2005.)*

**54954.1.** Any person may request that a copy of the agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. If a local agency has an internet website, the legislative body or its designee shall email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the item or items be delivered by email. If the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or

a link to a website that contains the documents by email or by other electronic means, the legislative body or its designee shall send by mail a copy of the agenda or a website link to the agenda and mail a copy of all other documents constituting the agenda packet in accordance with the mailing requirements established pursuant to this section. If requested, the agenda and documents in the agenda packet shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Upon receipt of the written request, the legislative body or its designee shall cause the requested materials to be mailed at the time the agenda is posted pursuant to Section 54954.2 and 54956 or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first. Any request for mailed copies of agendas or agenda packets shall be valid for the calendar year in which it is filed, and must be renewed following January 1 of each year. The legislative body may establish a fee for mailing the agenda or agenda packet, which fee shall not exceed the cost of providing the service. Failure of the requesting person to receive the agenda or agenda packet pursuant to this section shall not constitute grounds for invalidation of the actions of the legislative body taken at the meeting for which the agenda or agenda packet was not received.

*(Amended by Stats. 2021, Ch. 763, Sec. 1. (SB 274) Effective January 1, 2022.)*

**54954.2.** (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

*(Amended (as amended by Stats. 2023, Ch. 131, Sec. 92) by Stats. 2025, Ch. 327, Sec. 16. (SB 707) Effective January 1, 2026.)*

**54954.3.** (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

(i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.

(ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.

(iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

*(Amended by Stats. 2025, Ch. 327, Sec. 17. (SB 707) Effective January 1, 2026.)*

**54954.4.** (a) The Legislature hereby finds and declares that Section 12 of Chapter 641 of the Statutes of 1986, authorizing reimbursement to local agencies and school districts for costs mandated by the state pursuant to that act, shall be interpreted strictly. The intent of the Legislature is to provide reimbursement for only those costs

which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986.

(b) In this regard, the Legislature directs all state employees and officials involved in reviewing or authorizing claims for reimbursement, or otherwise participating in the reimbursement process, to rigorously review each claim and authorize only those claims, or parts thereof, which represent costs which are clearly and unequivocally incurred as the direct and necessary result of compliance with Chapter 641 of the Statutes of 1986 and for which complete documentation exists. For purposes of Section 54954.2, costs eligible for reimbursement shall only include the actual cost to post a single agenda for any one meeting.

(c) The Legislature hereby finds and declares that complete, faithful, and uninterrupted compliance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) is a matter of overriding public importance. Unless specifically stated, no future Budget Act, or related budget enactments, shall, in any manner, be interpreted to suspend, eliminate, or otherwise modify the legal obligation and duty of local agencies to fully comply with Chapter 641 of the Statutes of 1986 in a complete, faithful, and uninterrupted manner.

(Added by Stats. 1991, Ch. 238, Sec. 1.)

**54954.5.** For purposes of describing closed session items pursuant to Section 54954.2, the agenda may describe closed sessions as provided below. No legislative body or elected official shall be in violation of Section 54954.2 or 54956 if the closed session items were described in substantial compliance with this section. Substantial compliance is satisfied by including the information provided below, irrespective of its format.

(a) With respect to a closed session held pursuant to Section 54956.7:

LICENSE/PERMIT DETERMINATION

Applicant(s): (Specify number of applicants)

(b) With respect to every item of business to be discussed in closed session pursuant to Section 54956.8:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: (Specify street address, or if no street address, the parcel number or other unique reference, of the real property under negotiation)

Agency negotiator: (Specify names of negotiators attending the closed session) (If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Negotiating parties: (Specify name of party (not agent))

Under negotiation: (Specify whether instruction to negotiator will concern price, terms of payment, or both)

(c) With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: (Specify by reference to claimant's name, names of parties, case or claim numbers)

or

Case name unspecified: (Specify whether disclosure would jeopardize service of process or existing settlement negotiations)

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Specify number of potential cases)

(In addition to the information noticed above, the agency may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to paragraphs (2) to (5), inclusive, of subdivision (e) of Section 54956.9.)

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Specify number of potential cases)

(d) With respect to every item of business to be discussed in closed session pursuant to Section 54956.95:

LIABILITY CLAIMS

Claimant: (Specify name unless unspecified pursuant to Section 54961)

Agency claimed against: (Specify name)

(e) With respect to every item of business to be discussed in closed session pursuant to Section 54957:

**THREAT TO PUBLIC SERVICES OR FACILITIES**

Consultation with: (Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title)

**PUBLIC EMPLOYEE APPOINTMENT**

Title: (Specify description of position to be filled)

**PUBLIC EMPLOYMENT**

Title: (Specify description of position to be filled)

**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Title: (Specify position title of employee being reviewed)

**PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

(No additional information is required in connection with a closed session to consider discipline, dismissal, or release of a public employee. Discipline includes potential reduction of compensation.)

(f) With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: (Specify names of designated representatives attending the closed session) (If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization: (Specify name of organization representing employee or employees in question)

or

Unrepresented employee: (Specify position title of unrepresented employee who is the subject of the negotiations)

(g) With respect to closed sessions called pursuant to Section 54957.8:

**CASE REVIEW/PLANNING**

(No additional information is required in connection with a closed session to consider case review or planning.)

(h) With respect to every item of business to be discussed in closed session pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code:

**REPORT INVOLVING TRADE SECRET**

Discussion will concern: (Specify whether discussion will concern proposed new service, program, or facility)

Estimated date of public disclosure: (Specify month and year)

**HEARINGS**

Subject matter: (Specify whether testimony/deliberation will concern staff privileges, report of medical audit committee, or report of quality assurance committee)

(i) With respect to every item of business to be discussed in closed session pursuant to Section 54956.86:

**CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW**

(No additional information is required in connection with a closed session to discuss a charge or complaint pursuant to Section 54956.86.)

(j) With respect to every item of business to be discussed in closed session pursuant to Section 54956.96:

**CONFERENCE INVOLVING A JOINT POWERS AGENCY (Specify by name)**

Discussion will concern: (Specify closed session description used by the joint powers agency)

Name of local agency representative on joint powers agency board: (Specify name)

(Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives.)

(k) With respect to every item of business to be discussed in closed session pursuant to Section 54956.75:

**AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE**

*(Amended by Stats. 2012, Ch. 759, Sec. 6.1. (AB 2690) Effective January 1, 2013.)*

**54954.6.** (a) (1) Before adopting any new or increased general tax or any new or increased assessment, the legislative body of a local agency shall conduct at least one public meeting at which local officials shall allow public testimony regarding the proposed new or increased general tax or new or increased assessment in addition to the noticed public hearing at which the legislative body proposes to enact or increase the general tax or assessment.

For purposes of this section, the term "new or increased assessment" does not include any of the following:

(A) A fee that does not exceed the reasonable cost of providing the services, facilities, or regulatory activity for which the fee is charged.

(B) A service charge, rate, or charge, unless a special district's principal act requires the service charge, rate, or charge to conform to the requirements of this section.

(C) An ongoing annual assessment if it is imposed at the same or lower amount as any previous year.

(D) An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public pursuant to subparagraph (G) of paragraph (2) of subdivision (c) and that was previously adopted by the agency or approved by the voters in the area where the assessment is imposed.

(E) Standby or immediate availability charges.

(2) The legislative body shall provide at least 45 days' public notice of the public hearing at which the legislative body proposes to enact or increase the general tax or assessment. The legislative body shall provide notice for the public meeting at the same time and in the same document as the notice for the public hearing, but the meeting shall occur prior to the hearing.

(b) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased general tax shall be accomplished by placing a display advertisement of at least one-eighth page in a newspaper of general circulation for three weeks pursuant to Section 6063 and by a first-class mailing to those interested parties who have filed a written request with the local agency for mailed notice of public meetings or hearings on new or increased general taxes. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the first publication of the joint notice pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this subdivision.

Notwithstanding paragraph (2) of subdivision (a), the joint notice need not include notice of the public meeting after the meeting has taken place. The public hearing pursuant to subdivision (a) shall take place no earlier than 45 days after the first publication of the joint notice pursuant to this subdivision. Any written request for mailed notices shall be effective for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

(2) The notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

(A) The amount or rate of the tax. If the tax is proposed to be increased from any previous year, the joint notice shall separately state both the existing tax rate and the proposed tax rate increase.

(B) The activity to be taxed.

(C) The estimated amount of revenue to be raised by the tax annually.

(D) The method and frequency for collecting the tax.

(E) The dates, times, and locations of the public meeting and hearing described in subdivision (a).

(F) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the tax.

(c) (1) The joint notice of both the public meeting and the public hearing required by subdivision (a) with respect to a proposal for a new or increased assessment on real property or businesses shall be accomplished through a mailing, postage prepaid, in the United States mail and shall be deemed given when so deposited. The public meeting pursuant to subdivision (a) shall take place no earlier than 10 days after the joint mailing pursuant to this subdivision. The public hearing shall take place no earlier than seven days after the public meeting pursuant to this

subdivision. The envelope or the cover of the mailing shall include the name of the local agency and the return address of the sender. This mailed notice shall be in at least 10-point type and shall be given to all property owners or business owners proposed to be subject to the new or increased assessment by a mailing by name to those persons whose names and addresses appear on the last equalized county assessment roll, the State Board of Equalization assessment roll, or the local agency's records pertaining to business ownership, as the case may be.

(2) The joint notice required by paragraph (1) of this subdivision shall include, but not be limited to, the following:

(A) In the case of an assessment proposed to be levied on property, the estimated amount of the assessment per parcel. In the case of an assessment proposed to be levied on businesses, the proposed method and basis of levying the assessment in sufficient detail to allow each business owner to calculate the amount of assessment to be levied against each business. If the assessment is proposed to be increased from any previous year, the joint notice shall separately state both the amount of the existing assessment and the proposed assessment increase.

(B) A general description of the purpose or improvements that the assessment will fund.

(C) The address to which property owners may mail a protest against the assessment.

(D) The telephone number and address of an individual, office, or organization that interested persons may contact to receive additional information about the assessment.

(E) A statement that a majority protest will cause the assessment to be abandoned if the assessment act used to levy the assessment so provides. Notice shall also state the percentage of protests required to trigger an election, if applicable.

(F) The dates, times, and locations of the public meeting and hearing described in subdivision (a).

(G) A proposed assessment formula or range as described in subparagraph (D) of paragraph (1) of subdivision (a) if applicable and that is noticed pursuant to this section.

(3) Notwithstanding paragraph (1), in the case of an assessment that is proposed exclusively for operation and maintenance expenses imposed throughout the entire local agency, or exclusively for operation and maintenance assessments proposed to be levied on 50,000 parcels or more, notice may be provided pursuant to this subdivision or pursuant to paragraph (1) of subdivision (b) and shall include the estimated amount of the assessment of various types, amounts, or uses of property and the information required by subparagraphs (B) to (G), inclusive, of paragraph (2) of subdivision (c).

(4) Notwithstanding paragraph (1), in the case of an assessment proposed to be levied pursuant to Part 2 (commencing with Section 22500) of Division 2 of the Streets and Highways Code by a regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with Section 5500) of Chapter 3 of Division 5 of, or pursuant to Division 26 (commencing with Section 35100) of, the Public Resources Code, notice may be provided pursuant to paragraph (1) of subdivision (b).

(d) The notice requirements imposed by this section shall be construed as additional to, and not to supersede, existing provisions of law, and shall be applied concurrently with the existing provisions so as to not delay or prolong the governmental decisionmaking process.

(e) This section shall not apply to any new or increased general tax or any new or increased assessment that requires an election of either of the following:

(1) The property owners subject to the assessment.

(2) The voters within the local agency imposing the tax or assessment.

(f) Nothing in this section shall prohibit a local agency from holding a consolidated meeting or hearing at which the legislative body discusses multiple tax or assessment proposals.

(g) The local agency may recover the reasonable costs of public meetings, public hearings, and notice required by this section from the proceeds of the tax or assessment. The costs recovered for these purposes, whether recovered pursuant to this subdivision or any other provision of law, shall not exceed the reasonable costs of the public meetings, public hearings, and notice.

(h) Any new or increased assessment that is subject to the notice and hearing provisions of Article XIII C or XIII D of the California Constitution is not subject to the notice and hearing requirements of this section.

(Amended by Stats. 2011, Ch. 382, Sec. 3.5. (SB 194) Effective January 1, 2012.)

**54955.** The legislative body of a local agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the legislative body may declare the meeting adjourned to a stated time and place and he shall cause a written notice of the adjournment to be given in the same manner as provided in Section 54956 for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of the adjournment. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

(Amended by Stats. 1959, Ch. 647.)

**54955.1.** Any hearing being held, or noticed or ordered to be held, by a legislative body of a local agency at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the legislative body in the same manner and to the same extent set forth in Section 54955 for the adjournment of meetings; provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

(Added by Stats. 1965, Ch. 469.)

**54956.** (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

(Amended by Stats. 2025, Ch. 327, Sec. 18. (SB 707) Effective January 1, 2026.)

**54956.5.** (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

(Amended by Stats. 2025, Ch. 327, Sec. 19. (SB 707) Effective January 1, 2026.)

**54956.6.** No fees may be charged by the legislative body of a local agency for carrying out any provision of this chapter, except as specifically authorized by this chapter.

(Added by Stats. 1980, Ch. 1284.)

**54956.7.** Whenever a legislative body of a local agency determines that it is necessary to discuss and determine whether an applicant for a license or license renewal, who has a criminal record, is sufficiently rehabilitated to obtain the license, the legislative body may hold a closed session with the applicant and the applicant's attorney, if any, for the purpose of holding the discussion and making the determination. If the legislative body determines, as a result of the closed session, that the issuance or renewal of the license should be denied, the applicant shall be offered the opportunity to withdraw the application. If the applicant withdraws the application, no record shall be kept of the discussions or decisions made at the closed session and all matters relating to the closed session shall be confidential. If the applicant does not withdraw the application, the legislative body shall take action at the public meeting during which the closed session is held or at its next public meeting denying the application for the license but all matters relating to the closed session are confidential and shall not be disclosed without the consent of the applicant, except in an action by an applicant who has been denied a license challenging the denial of the license.

(Added by Stats. 1982, Ch. 298, Sec. 1.)

**54956.75.** (a) Nothing contained in this chapter shall be construed to prevent the legislative body of a local agency that has received a confidential final draft audit report from the Bureau of State Audits from holding closed sessions to discuss its response to that report.

(b) After the public release of an audit report by the Bureau of State Audits, if a legislative body of a local agency meets to discuss the audit report, it shall do so in an open session unless exempted from that requirement by some other provision of law.

(Added by Stats. 2004, Ch. 576, Sec. 4. Effective January 1, 2005.)

**54956.8.** Notwithstanding any other provision of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

However, prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its negotiators, the real property or real properties which the negotiations may concern, and the person or persons with whom its negotiators may negotiate.

For purposes of this section, negotiators may be members of the legislative body of the local agency.

For purposes of this section, "lease" includes renewal or renegotiation of a lease.

Nothing in this section shall preclude a local agency from holding a closed session for discussions regarding eminent domain proceedings pursuant to Section 54956.9.

(Amended by Stats. 1998, Ch. 260, Sec. 3. Effective January 1, 1999.)

**54956.81.** Notwithstanding any other provision of this chapter, a legislative body of a local agency that invests pension funds may hold a closed session to consider the purchase or sale of particular, specific pension fund investments. All investment transaction decisions made during the closed session shall be made by rollcall vote entered into the minutes of the closed session as provided in subdivision (a) of Section 54957.2.

(Added by Stats. 2004, Ch. 533, Sec. 20. Effective January 1, 2005.)

**54956.86.** Notwithstanding any other provision of this chapter, a legislative body of a local agency which provides services pursuant to Section 14087.3 of the Welfare and Institutions Code may hold a closed session to hear a charge or complaint from a member enrolled in its health plan if the member does not wish to have his or her name, medical status, or other information that is protected by federal law publicly disclosed. Prior to holding a closed session pursuant to this section, the legislative body shall inform the member, in writing, of his or her right to have the charge or complaint heard in an open session rather than a closed session.

(Added by Stats. 1996, Ch. 182, Sec. 2. Effective January 1, 1997.)

**54956.87.** (a) Notwithstanding any other provision of this chapter, the records of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors, whether paper records, records maintained in the management information system, or records in any other form, that relate to provider rate or payment determinations, allocation or distribution methodologies for provider payments, formulas or calculations for these payments, and contract negotiations with providers of health care for alternative rates are exempt from disclosure for a period of three years after the contract is fully executed. The transmission of the records, or the information contained therein in an alternative form, to the board of supervisors shall not constitute a waiver of exemption from disclosure, and the records and information once transmitted to the board of supervisors shall be subject to this same exemption.

(b) Notwithstanding any other provision of law, the governing board of a health plan that is licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) and that is governed by a county board of supervisors may order that a meeting held solely for the purpose of discussion or taking action on health plan trade secrets, as defined in subdivision (f), shall be held in closed session. The requirements of making a public report of action taken in closed session, and the vote or abstention of every member present, may be limited to a brief general description without the information constituting the trade secret.

(c) Notwithstanding any other provision of law, the governing board of a health plan may meet in closed session to consider and take action on matters pertaining to contracts and contract negotiations by the health plan with providers of health care services concerning all matters related to rates of payment. The governing board may delete the portion or portions containing trade secrets from any documents that were finally approved in the closed session held pursuant to subdivision (b) that are provided to persons who have made the timely or standing request.

(d) Nothing in this section shall be construed as preventing the governing board from meeting in closed session as otherwise provided by law.

(e) The provisions of this section shall not prevent access to any records by the Joint Legislative Audit Committee in the exercise of its powers pursuant to Article 1 (commencing with Section 10500) of Chapter 4 of Part 2 of Division 2 of Title 2. The provisions of this section also shall not prevent access to any records by the Department of Managed Health Care in the exercise of its powers pursuant to Article 1 (commencing with Section 1340) of Chapter 2.2 of Division 2 of the Health and Safety Code.

(f) For purposes of this section, "health plan trade secret" means a trade secret, as defined in subdivision (d) of Section 3426.1 of the Civil Code, that also meets both of the following criteria:

(1) The secrecy of the information is necessary for the health plan to initiate a new service, program, marketing strategy, business plan, or technology, or to add a benefit or product.

(2) Premature disclosure of the trade secret would create a substantial probability of depriving the health plan of a substantial economic benefit or opportunity.

*(Amended by Stats. 2015, Ch. 190, Sec. 65. (AB 1517) Effective January 1, 2016.)*

**54956.9.** (a) Nothing in this chapter shall be construed to prevent a legislative body of a local agency, based on advice of its legal counsel, from holding a closed session to confer with, or receive advice from, its legal counsel regarding pending litigation when discussion in open session concerning those matters would prejudice the position of the local agency in the litigation.

(b) For purposes of this chapter, all expressions of the lawyer-client privilege other than those provided in this section are hereby abrogated. This section is the exclusive expression of the lawyer-client privilege for purposes of conducting closed-session meetings pursuant to this chapter.

(c) For purposes of this section, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator.

(d) For purposes of this section, litigation shall be considered pending when any of the following circumstances exist:

(1) Litigation, to which the local agency is a party, has been initiated formally.

(2) A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.

(3) Based on existing facts and circumstances, the legislative body of the local agency is meeting only to decide whether a closed session is authorized pursuant to paragraph (2).

(4) Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation.

(e) For purposes of paragraphs (2) and (3) of subdivision (d), "existing facts and circumstances" shall consist only of one of the following:

(1) Facts and circumstances that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

(2) Facts and circumstances, including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the agency and that are known to a potential plaintiff or plaintiffs, which facts or circumstances shall be publicly stated on the agenda or announced.

(3) The receipt of a claim pursuant to the Government Claims Act (Division 3.6 (commencing with Section 810) of Title 1 of the Government Code) or some other written communication from a potential plaintiff threatening litigation, which claim or communication shall be available for public inspection pursuant to Section 54957.5.

(4) A statement made by a person in an open and public meeting threatening litigation on a specific matter within the responsibility of the legislative body.

(5) A statement threatening litigation made by a person outside an open and public meeting on a specific matter within the responsibility of the legislative body so long as the official or employee of the local agency receiving knowledge of the threat makes a contemporaneous or other record of the statement prior to the meeting, which

record shall be available for public inspection pursuant to Section 54957.5. The records so created need not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on their behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed.

(f) Nothing in this section shall require disclosure of written communications that are privileged and not subject to disclosure pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(g) Prior to holding a closed session pursuant to this section, the legislative body of the local agency shall state on the agenda or publicly announce the paragraph of subdivision (d) that authorizes the closed session. If the session is closed pursuant to paragraph (1) of subdivision (d), the body shall state the title of or otherwise specifically identify the litigation to be discussed, unless the body states that to do so would jeopardize the agency's ability to effectuate service of process upon one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(h) A local agency shall be considered to be a "party" or to have a "significant exposure to litigation" if an officer or employee of the local agency is a party or has significant exposure to litigation concerning prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which it is an issue whether an activity is outside the course and scope of the office or employment.

*(Amended by Stats. 2021, Ch. 615, Sec. 206. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)*

**54956.95.** (a) Nothing in this chapter shall be construed to prevent a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, for purposes of insurance pooling, or a local agency member of the joint powers agency, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the joint powers agency or a local agency member of the joint powers agency.

(b) Nothing in this chapter shall be construed to prevent the Local Agency Self-Insurance Authority formed pursuant to Chapter 5.5 (commencing with Section 6599.01) of Division 7 of Title 1, or a local agency member of the authority, from holding a closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by the authority or a local agency member of the authority.

(c) Nothing in this section shall be construed to affect Section 54956.9 with respect to any other local agency.

*(Added by Stats. 1989, Ch. 882, Sec. 3.)*

**54956.96.** (a) Nothing in this chapter shall be construed to prevent the legislative body of a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, from adopting a policy or a bylaw or including in its joint powers agreement provisions that authorize either or both of the following:

(1) All information received by the legislative body of the local agency member in a closed session related to the information presented to the joint powers agency in closed session shall be confidential. However, a member of the legislative body of a local agency member may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(B) Other members of the legislative body of the local agency present in a closed session of that local agency member.

(2) Any designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

(b) (1) In addition to the authority described in subdivision (a), the Clean Power Alliance of Southern California, or its successor entity, may adopt a policy or a bylaw or include in its joint powers agreement a provision that authorizes both of the following:

(A) A designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member and who is

attending a properly noticed meeting of the Clean Power Alliance of Southern California, or its successor entity, in lieu of a local agency member's regularly appointed member, to attend closed sessions of the Clean Power Alliance of Southern California, or its successor entity.

(B) All information that is received by a designated alternate member of the legislative body of the Clean Power Alliance of Southern California, or its successor entity, who is not a member of the legislative body of a local agency member, and that is presented to the Clean Power Alliance of Southern California, or its successor entity, in closed session, shall be confidential. However, the designated alternate member may disclose information obtained in a closed session that has direct financial or liability implications for the local agency member for which the designated alternate member attended the closed session, to the following individuals:

(i) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(ii) Members of the legislative body of the local agency present in a closed session of that local agency member.

(2) If the Clean Power Alliance of Southern California, or its successor entity, adopts a policy or bylaw or includes in its joint powers agreement a provision authorized pursuant to paragraph (1), the Clean Power Alliance of Southern California, or its successor entity, shall establish policies to prevent conflicts of interest and to address breaches of confidentiality that apply to a designated alternate member who is not a member of the legislative body of a local agency member who attends a closed session of the Clean Power Alliance of Southern California, or its successor entity.

(c) If the legislative body of a joint powers agency adopts a policy or a bylaw or includes provisions in its joint powers agreement pursuant to subdivision (a) or (b), then the legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the joint powers agency pursuant to paragraph (1) of subdivision (a) or paragraph (1) of subdivision (b).

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

*(Amended (as amended by Stats. 2019, Ch. 248, Sec. 1) by Stats. 2024, Ch. 24, Sec. 1. (AB 1852) Effective January 1, 2025. Repealed as of January 1, 2030, by its own provisions. See later operative version, as amended by Sec. 2 of Stats. 2024, Ch. 24.)*

**54956.96.** (a) Nothing in this chapter shall be construed to prevent the legislative body of a joint powers agency formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1, from adopting a policy or a bylaw or including in its joint powers agreement provisions that authorize either or both of the following:

(1) All information received by the legislative body of the local agency member in a closed session related to the information presented to the joint powers agency in closed session shall be confidential. However, a member of the legislative body of a local agency member may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

(A) Legal counsel of that local agency member for purposes of obtaining advice on whether the matter has direct financial or liability implications for that local agency member.

(B) Other members of the legislative body of the local agency present in a closed session of that local agency member.

(2) A designated alternate member of the legislative body of the joint powers agency who is also a member of the legislative body of a local agency member and who is attending a properly noticed meeting of the joint powers agency in lieu of a local agency member's regularly appointed member to attend closed sessions of the joint powers agency.

(b) If the legislative body of a joint powers agency adopts a policy or a bylaw or includes provisions in its joint powers agreement pursuant to subdivision (a), then the legislative body of the local agency member, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the joint powers agency pursuant to paragraph (1) of subdivision (a).

(c) This section shall become operative on January 1, 2030.

*(Amended (as added by Stats. 2019, Ch. 248, Sec. 2) by Stats. 2024, Ch. 24, Sec. 2. (AB 1852) Effective January 1, 2025. Section operative January 1, 2030, by its own provisions.)*

**54956.97.** Notwithstanding any provision of law, the governing board, or a committee of the governing board, of a public bank, as defined in Section 57600 of the Government Code, may meet in closed session to consider and take action on matters pertaining to all of the following:

- (a) A loan or investment decision.
- (b) A decision of the internal audit committee, the compliance committee, or the governance committee.
- (c) A meeting with a state or federal regulator.

*(Added by Stats. 2019, Ch. 442, Sec. 14. (AB 857) Effective January 1, 2020.)*

**54956.98.** (a) For purposes of this section, the following definitions shall apply:

- (1) "Shareholder, member, or owner local agency" or "shareholder, member, or owner" means a local agency that is a shareholder of a public bank.
- (2) "Public bank" has the same meaning as defined in Section 57600.

(b) The governing board of a public bank may adopt a policy or a bylaw or include in its governing documents provisions that authorize any of the following:

(1) All information received by a shareholder, member, or owner of the public bank in a closed session related to the information presented to the governing board of a public bank in closed session shall be confidential. However, a member of the governing board of a shareholder, member, or owner local agency may disclose information obtained in a closed session that has direct financial or liability implications for that local agency to the following individuals:

- (A) Legal counsel of that shareholder, member, or owner local agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that shareholder local agency.
- (B) Other members of the governing board of the local agency present in a closed session of that shareholder, member, or owner local agency.

(2) A designated alternate member of the governing board of the public bank who is also a member of the governing board of a shareholder, member, or owner local agency and who is attending a properly noticed meeting of the public bank governing board in lieu of a shareholder, member, or owner local agency's regularly appointed member may attend a closed session of the public bank governing board.

(c) If the governing board of a public bank adopts a policy or a bylaw or includes provisions in its governing documents pursuant to subdivision (b), then the governing board of the shareholder, member, or owner local agency, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the public bank governing board pursuant to paragraph (1) of subdivision (b).

*(Added by Stats. 2019, Ch. 442, Sec. 15. (AB 857) Effective January 1, 2020.)*

**54957.** (a) (1) This chapter does not prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or other law enforcement or security personnel, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, a threat to the public's right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.

(2) For purposes of this subdivision, the following definitions apply:

- (A) "Critical infrastructure controls" means networks and systems controlling assets so vital to the local agency that the incapacity or destruction of those networks, systems, or assets would have a debilitating impact on public health, safety, economic security, or any combination thereof.
- (B) "Critical infrastructure information" means information not customarily in the public domain pertaining to any of the following:

(i) Actual, potential, or threatened interference with, or an attack on, compromise of, or incapacitation of critical infrastructure controls by either physical or computer-based attack or other similar conduct, including, but not limited to, the misuse of, or unauthorized access to, all types of communications and data transmission systems, that violates federal, state, or local law or harms public health, safety, or economic security, or any combination thereof.

(ii) The ability of critical infrastructure controls to resist any interference, compromise, or incapacitation, including, but not limited to, any planned or past assessment or estimate of the vulnerability of critical infrastructure.

(iii) Any planned or past operational problem or solution regarding critical infrastructure controls, including, but not limited to, repair, recovery, reconstruction, insurance, or continuity, to the extent it is related to interference, compromise, or incapacitation of critical infrastructure controls.

(b) (1) Subject to paragraph (2), this chapter does not prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

(2) As a condition to holding a closed session on specific complaints or charges brought against an employee by another person or employee, the employee shall be given written notice of their right to have the complaints or charges heard in an open session rather than a closed session, which notice shall be delivered to the employee personally or by mail at least 24 hours before the time for holding the session. If notice is not given, any disciplinary or other action taken by the legislative body against the employee based on the specific complaints or charges in the closed session shall be null and void.

(3) The legislative body also may exclude from the public or closed meeting, during the examination of a witness, any or all other witnesses in the matter being investigated by the legislative body.

(4) For the purposes of this subdivision, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee but shall not include any elected official, member of a legislative body or other independent contractors. This subdivision shall not limit local officials' ability to hold closed session meetings pursuant to Sections 1461, 32106, and 32155 of the Health and Safety Code or Sections 37606 and 37624.3 of the Government Code. Closed sessions held pursuant to this subdivision shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline.

*(Amended by Stats. 2024, Ch. 243, Sec. 1. (AB 2715) Effective January 1, 2025.)*

**54957.1.** (a) The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention on that action of every member present, as follows:

(1) Approval of an agreement concluding real estate negotiations pursuant to Section 54956.8 shall be reported after the agreement is final, as follows:

(A) If its own approval renders the agreement final, the body shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with the other party to the negotiations, the local agency shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the local agency of its approval.

(2) Approval given to its legal counsel to defend, or seek or refrain from seeking appellate review or relief, or to enter as an amicus curiae in any form of litigation as the result of a consultation under Section 54956.9 shall be reported in open session at the public meeting during which the closed session is held. The report shall identify, if known, the adverse party or parties and the substance of the litigation. In the case of approval given to initiate or intervene in an action, the announcement need not identify the action, the defendants, or other particulars, but shall specify that the direction to initiate or intervene in an action has been given and that the action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so would jeopardize the agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

(3) Approval given to its legal counsel of a settlement of pending litigation, as defined in Section 54956.9, at any stage prior to or during a judicial or quasi-judicial proceeding shall be reported after the settlement is final, as follows:

(A) If the legislative body accepts a settlement offer signed by the opposing party, the body shall report its acceptance and identify the substance of the agreement in open session at the public meeting during which the closed session is held.

(B) If final approval rests with some other party to the litigation or with the court, then as soon as the settlement becomes final, and upon inquiry by any person, the local agency shall disclose the fact of that approval, and identify the substance of the agreement.

(4) Disposition reached as to claims discussed in closed session pursuant to Section 54956.95 shall be reported as soon as reached in a manner that identifies the name of the claimant, the name of the local agency claimed against, the substance of the claim, and any monetary amount approved for payment and agreed upon by the claimant.

(5) Action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a public employee in closed session pursuant to Section 54957 shall be reported at the public meeting during which the closed session is held. Any report required by this paragraph shall identify the title of the position. The general requirement of this paragraph notwithstanding, the report of a dismissal or of the nonrenewal of an employment contract shall be deferred until the first public meeting following the exhaustion of administrative remedies, if any.

(6) Approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

(7) Pension fund investment transaction decisions made pursuant to Section 54956.81 shall be disclosed at the first open meeting of the legislative body held after the earlier of the close of the investment transaction or the transfer of pension fund assets for the investment transaction.

(b) Reports that are required to be made pursuant to this section may be made orally or in writing. The legislative body shall provide to any person who has submitted a written request to the legislative body within 24 hours of the posting of the agenda, or to any person who has made a standing request for all documentation as part of a request for notice of meetings pursuant to Section 54954.1 or 54956, if the requester is present at the time the closed session ends, copies of any contracts, settlement agreements, or other documents that were finally approved or adopted in the closed session. If the action taken results in one or more substantive amendments to the related documents requiring retyping, the documents need not be released until the retyping is completed during normal business hours, provided that the presiding officer of the legislative body or his or her designee orally summarizes the substance of the amendments for the benefit of the document requester or any other person present and requesting the information.

(c) The documentation referred to in subdivision (b) shall be available to any person on the next business day following the meeting in which the action referred to is taken or, in the case of substantial amendments, when any necessary retyping is complete.

(d) Nothing in this section shall be construed to require that the legislative body approve actions not otherwise subject to legislative body approval.

(e) No action for injury to a reputational, liberty, or other personal interest may be commenced by or on behalf of any employee or former employee with respect to whom a disclosure is made by a legislative body in an effort to comply with this section.

(f) This section is necessary to implement, and reasonably within the scope of, paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

*(Amended by Stats. 2006, Ch. 538, Sec. 311. Effective January 1, 2007.)*

**54957.2.** (a) The legislative body of a local agency may, by ordinance or resolution, designate a clerk or other officer or employee of the local agency who shall then attend each closed session of the legislative body and keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The minute book made pursuant to this section is not a public record subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be kept confidential. The minute book shall be available only to members of the legislative body or, if a violation of this chapter is alleged to have occurred at a

closed session, to a court of general jurisdiction wherein the local agency lies. The minute book may, but need not, consist of a recording of the closed session.

(b) An elected legislative body of a local agency may require that each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body keep a minute book as prescribed under subdivision (a).

*(Amended by Stats. 2021, Ch. 615, Sec. 207. (AB 474) Effective January 1, 2022. Operative January 1, 2023, pursuant to Sec. 463 of Stats. 2021, Ch. 615.)*

**54957.5.** (a) Agendas of public meetings are disclosable public records under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), and shall be made available upon request without delay and in compliance with Section 54954.2 or Section 54956, as applicable. However, this section shall not apply to a writing, or portion thereof, that is exempt from public disclosure.

(b) (1) If a writing is a public record related to an agenda item for an open session of a regular meeting of the legislative body of a local agency and is distributed to all, or a majority of all, of the members of a legislative body of a local agency by a person in connection with a matter subject to discussion or consideration at an open meeting of the body less than 72 hours before that meeting, the writing shall be made available for public inspection pursuant to paragraph (2) at the time the writing is distributed to all, or a majority of all, of the members of the body.

(2) (A) Except as provided in subparagraph (B), a local agency shall comply with both of the following requirements:

(i) A local agency shall make any writing described in paragraph (1) available for public inspection at a public office or location that the agency shall designate for this purpose.

(ii) A local agency shall list the address of the office or location designated pursuant to clause (i) on the agendas for all meetings of the legislative body of that agency.

(B) A local agency shall not be required to comply with the requirements of subparagraph (A) if all of the following requirements are met:

(i) An initial staff report or similar document containing an executive summary and the staff recommendation, if any, relating to that agenda item is made available for public inspection at the office or location designated pursuant to clause (i) of subparagraph (A) at least 72 hours before the meeting.

(ii) The local agency immediately posts any writing described in paragraph (1) on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

(iii) The local agency lists the web address of the local agency's internet website on the agendas for all meetings of the legislative body of that agency.

(iv) (I) Subject to subclause (II), the local agency makes physical copies available for public inspection, beginning the next regular business hours for the local agency, at the office or location designated pursuant to clause (i) of subparagraph (A).

(II) This clause is satisfied only if the next regular business hours of the local agency commence at least 24 hours before that meeting.

(c) Writings that are public records described in subdivision (b) and distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the local agency or a member of its legislative body, or after the meeting if prepared by some other person. These writings shall be made available in appropriate alternative formats upon request by a person with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(d) This chapter shall not be construed to prevent the legislative body of a local agency from charging a fee or deposit for a copy of a public record pursuant to Section 7922.530, except that a surcharge shall not be imposed on persons with disabilities in violation of Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(e) This section shall not be construed to limit or delay the public's right to inspect or obtain a copy of any record required to be disclosed under the requirements of the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), including, but not limited to, the ability of the public to inspect public records pursuant to Section 7922.525 and obtain copies of public records pursuant to either subdivision (b) of Section 7922.530 or Section 7922.535. This chapter shall not be construed to require a legislative body of a local agency to place any paid advertisement or any other paid notice in any publication.

*(Amended (as amended by Stats. 2021, Ch. 615, Sec. 208) by Stats. 2022, Ch. 971, Sec. 1. (AB 2647) Effective January 1, 2023.)*

**54957.6.** (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

*(Amended by Stats. 2025, Ch. 327, Sec. 20. (SB 707) Effective January 1, 2026.)*

**54957.7.** (a) Prior to holding any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

(b) After any closed session, the legislative body shall reconvene into open session prior to adjournment and shall make any disclosures required by Section 54957.1 of action taken in the closed session.

(c) The announcements required to be made in open session pursuant to this section may be made at the location announced in the agenda for the closed session, as long as the public is allowed to be present at that location for the purpose of hearing the announcements.

*(Amended by Stats. 1993, Ch. 1137, Sec. 15. Effective January 1, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 1137.)*

**54957.8.** (a) For purposes of this section, "multijurisdictional law enforcement agency" means a joint powers entity formed pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 that provides law enforcement services for the parties to the joint powers agreement for the purpose of investigating criminal activity involving drugs; gangs; sex crimes; firearms trafficking or felony possession of a firearm; high technology, computer, or identity theft; human trafficking; or vehicle theft.

(b) Nothing contained in this chapter shall be construed to prevent the legislative body of a multijurisdictional law enforcement agency, or an advisory body of a multijurisdictional law enforcement agency, from holding closed sessions to discuss the case records of any ongoing criminal investigation of the multijurisdictional law enforcement agency or of any party to the joint powers agreement, to hear testimony from persons involved in the investigation, and to discuss courses of action in particular cases.

(Amended by Stats. 2006, Ch. 427, Sec. 1. Effective September 22, 2006.)

**54957.9.** In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

(Amended by Stats. 2025, Ch. 327, Sec. 21. (SB 707) Effective January 1, 2026.)

**54957.95.** (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

(Amended by Stats. 2025, Ch. 327, Sec. 22. (SB 707) Effective January 1, 2026.)

**54957.96.** (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(2) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(Added by Stats. 2025, Ch. 327, Sec. 23. (SB 707) Effective January 1, 2026.)

**54957.10.** Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions to discuss a local agency employee's application for early withdrawal of funds in a deferred compensation plan when

the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan.

(Added by Stats. 2001, Ch. 45, Sec. 1. Effective January 1, 2002.)

**54958.** The provisions of this chapter shall apply to the legislative body of every local agency notwithstanding the conflicting provisions of any other state law.

(Added by Stats. 1953, Ch. 1588.)

**54959.** Each member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member intends to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor.

(Amended by Stats. 1994, Ch. 32, Sec. 18. Effective March 30, 1994. Operative April 1, 1994, by Sec. 23 of Ch. 32.)

**54960.** (a) The district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief for the purpose of stopping or preventing violations or threatened violations of this chapter by members of the legislative body of a local agency or to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body, or to determine the applicability of this chapter to past actions of the legislative body, subject to Section 54960.2, or to determine whether any rule or action by the legislative body to penalize or otherwise discourage the expression of one or more of its members is valid or invalid under the laws of this state or of the United States, or to compel the legislative body to audio record its closed sessions as hereinafter provided.

(b) The court in its discretion may, upon a judgment of a violation of Section 54956.7, 54956.8, 54956.9, 54956.95, 54957, or 54957.6, order the legislative body to audio record its closed sessions and preserve the audio recordings for the period and under the terms of security and confidentiality the court deems appropriate.

(c) (1) Each recording so kept shall be immediately labeled with the date of the closed session recorded and the title of the clerk or other officer who shall be custodian of the recording.

(2) The audio recordings shall be subject to the following discovery procedures:

(A) In any case in which discovery or disclosure of the audio recording is sought by either the district attorney or the plaintiff in a civil action pursuant to Section 54959, 54960, or 54960.1 alleging that a violation of this chapter has occurred in a closed session that has been recorded pursuant to this section, the party seeking discovery or disclosure shall file a written notice of motion with the appropriate court with notice to the governmental agency that has custody and control of the audio recording. The notice shall be given pursuant to subdivision (b) of Section 1005 of the Code of Civil Procedure.

(B) The notice shall include, in addition to the items required by Section 1010 of the Code of Civil Procedure, all of the following:

(i) Identification of the proceeding in which discovery or disclosure is sought, the party seeking discovery or disclosure, the date and time of the meeting recorded, and the governmental agency that has custody and control of the recording.

(ii) An affidavit that contains specific facts indicating that a violation of the act occurred in the closed session.

(3) If the court, following a review of the motion, finds that there is good cause to believe that a violation has occurred, the court may review, in camera, the recording of that portion of the closed session alleged to have violated the act.

(4) If, following the in camera review, the court concludes that disclosure of a portion of the recording would be likely to materially assist in the resolution of the litigation alleging violation of this chapter, the court shall, in its discretion, make a certified transcript of the portion of the recording a public exhibit in the proceeding.

(5) This section shall not permit discovery of communications that are protected by the attorney-client privilege.

(Amended by Stats. 2012, Ch. 732, Sec. 1. (SB 1003) Effective January 1, 2013.)

**54960.1.** (a) The district attorney or any interested person may commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that an action taken by a legislative body of a local agency in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 is null and void under this section. Nothing in this chapter shall be construed to prevent a legislative body from curing or correcting an action challenged pursuant to this section.

(b) Prior to any action being commenced pursuant to subdivision (a), the district attorney or interested person shall make a demand of the legislative body to cure or correct the action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5. The demand shall be in writing and clearly describe the challenged action of the legislative body and nature of the alleged violation.

(c) (1) The written demand shall be made within 90 days from the date the action was taken unless the action was taken in an open session but in violation of Section 54954.2, in which case the written demand shall be made within 30 days from the date the action was taken.

(2) Within 30 days of receipt of the demand, the legislative body shall cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct or inform the demanding party in writing of its decision not to cure or correct the challenged action.

(3) If the legislative body takes no action within the 30-day period, the inaction shall be deemed a decision not to cure or correct the challenged action, and the 15-day period to commence the action described in subdivision (a) shall commence to run the day after the 30-day period to cure or correct expires.

(4) Within 15 days of receipt of the written notice of the legislative body's decision to cure or correct, or not to cure or correct, or within 15 days of the expiration of the 30-day period to cure or correct, whichever is earlier, the demanding party shall be required to commence the action pursuant to subdivision (a) or thereafter be barred from commencing the action.

(d) An action taken that is alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 shall not be determined to be null and void if any of the following conditions exist:

(1) The action taken was in substantial compliance with Sections 54953, 54954.2, 54954.5, 54954.6, 54956, and 54956.5.

(2) The action taken was in connection with the sale or issuance of notes, bonds, or other evidences of indebtedness or any contract, instrument, or agreement thereto.

(3) The action taken gave rise to a contractual obligation, including a contract let by competitive bid other than compensation for services in the form of salary or fees for professional services, upon which a party has, in good faith and without notice of a challenge to the validity of the action, detrimentally relied.

(4) The action taken was in connection with the collection of any tax.

(5) Any person, city, city and county, county, district, or any agency or subdivision of the state alleging noncompliance with subdivision (a) of Section 54954.2, Section 54956, or Section 54956.5, because of any defect, error, irregularity, or omission in the notice given pursuant to those provisions, had actual notice of the item of business at least 72 hours prior to the meeting at which the action was taken, if the meeting was noticed pursuant to Section 54954.2, or 24 hours prior to the meeting at which the action was taken if the meeting was noticed pursuant to Section 54956, or prior to the meeting at which the action was taken if the meeting is held pursuant to Section 54956.5.

(e) During any action seeking a judicial determination pursuant to subdivision (a) if the court determines, pursuant to a showing by the legislative body that an action alleged to have been taken in violation of Section 54953, 54954.2, 54954.5, 54954.6, 54956, or 54956.5 has been cured or corrected by a subsequent action of the legislative body, the action filed pursuant to subdivision (a) shall be dismissed with prejudice.

(f) The fact that a legislative body takes a subsequent action to cure or correct an action taken pursuant to this section shall not be construed or admissible as evidence of a violation of this chapter.

*(Amended by Stats. 2002, Ch. 454, Sec. 23. Effective January 1, 2003.)*

**54960.2.** (a) The district attorney or any interested person may file an action to determine the applicability of this chapter to past actions of the legislative body pursuant to subdivision (a) of Section 54960 only if all of the following conditions are met:

(1) The district attorney or interested person alleging a violation of this chapter first submits a cease and desist letter by postal mail or facsimile transmission to the clerk or secretary of the legislative body being accused of the violation, as designated in the statement pertaining to that public agency on file pursuant to Section 53051, or if the agency does not have a statement on file designating a clerk or a secretary, to the chief executive officer of that agency, clearly describing the past action of the legislative body and nature of the alleged violation.

(2) The cease and desist letter required under paragraph (1) is submitted to the legislative body within nine months of the alleged violation.

(3) The time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b) has expired and the legislative body has not provided an unconditional commitment pursuant to subdivision (c).

(4) Within 60 days of receipt of the legislative body's response to the cease and desist letter, other than an unconditional commitment pursuant to subdivision (c), or within 60 days of the expiration of the time during which the legislative body may respond to the cease and desist letter pursuant to subdivision (b), whichever is earlier, the party submitting the cease and desist letter shall commence the action pursuant to subdivision (a) of Section 54960 or thereafter be barred from commencing the action.

(b) The legislative body may respond to a cease and desist letter submitted pursuant to subdivision (a) within 30 days of receiving the letter. This subdivision shall not be construed to prevent the legislative body from providing an unconditional commitment pursuant to subdivision (c) at any time after the 30-day period has expired, except that in that event the court shall award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to this section, in accordance with Section 54960.5.

(c) (1) If the legislative body elects to respond to the cease and desist letter with an unconditional commitment to cease, desist from, and not repeat the past action that is alleged to violate this chapter, that response shall be in substantially the following form:

To \_\_\_\_\_:

The [name of legislative body] has received your cease and desist letter dated [date] alleging that the following described past action of the legislative body violates the Ralph M. Brown Act:

[Describe alleged past action, as set forth in the cease and desist letter submitted pursuant to subdivision (a)]

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the [name of legislative body] hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action as described above.

The [name of legislative body] may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address or addresses you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, you will have the right to commence legal action pursuant to subdivision (a) of Section 54960 of the Government Code. That notice will be delivered to you by the same means as this commitment, or may be mailed to an address that you have designated in writing.

Very truly yours,

---

[Chairperson or acting chairperson of the legislative body]

(2) An unconditional commitment pursuant to this subdivision shall be approved by the legislative body in open session at a regular or special meeting as a separate item of business, and not on its consent agenda.

(3) An action shall not be commenced to determine the applicability of this chapter to any past action of the legislative body for which the legislative body has provided an unconditional commitment pursuant to this subdivision. During any action seeking a judicial determination regarding the applicability of this chapter to any past action of the legislative body pursuant to subdivision (a), if the court determines that the legislative body has provided an unconditional commitment pursuant to this subdivision, the action shall be dismissed with prejudice. Nothing in this subdivision shall be construed to modify or limit the existing ability of the district attorney or any interested person to commence an action to determine the applicability of this chapter to ongoing actions or threatened future actions of the legislative body.

(4) Except as provided in subdivision (d), the fact that a legislative body provides an unconditional commitment shall not be construed or admissible as evidence of a violation of this chapter.

(d) If the legislative body provides an unconditional commitment as set forth in subdivision (c), the legislative body shall not thereafter take or engage in the challenged action described in the cease and desist letter, except as provided in subdivision (e). Violation of this subdivision shall constitute an independent violation of this chapter, without regard to whether the challenged action would otherwise violate this chapter. An action alleging past violation or threatened future violation of this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(e) The legislative body may resolve to rescind an unconditional commitment made pursuant to subdivision (c) by a majority vote of its membership taken in open session at a regular meeting as a separate item of business not on its consent agenda, and noticed on its posted agenda as "Rescission of Brown Act Commitment," provided that not less than 30 days prior to such regular meeting, the legislative body provides written notice of its intent to consider the rescission to each person to whom the unconditional commitment was made, and to the district attorney. Upon rescission, the district attorney or any interested person may commence an action pursuant to subdivision (a) of Section 54960. An action under this subdivision may be brought pursuant to subdivision (a) of Section 54960, without regard to the procedural requirements of this section.

(Added by Stats. 2012, Ch. 732, Sec. 2. (SB 1003) Effective January 1, 2013.)

**54960.5.** A court may award court costs and reasonable attorney fees to the plaintiff in an action brought pursuant to Section 54960, 54960.1, or 54960.2 where it is found that a legislative body of the local agency has violated this chapter. Additionally, when an action brought pursuant to Section 54960.2 is dismissed with prejudice because a legislative body has provided an unconditional commitment pursuant to paragraph (1) of subdivision (c) of that section at any time after the 30-day period for making such a commitment has expired, the court shall award court costs and reasonable attorney fees to the plaintiff if the filing of that action caused the legislative body to issue the unconditional commitment. The costs and fees shall be paid by the local agency and shall not become a personal liability of any public officer or employee of the local agency.

A court may award court costs and reasonable attorney fees to a defendant in any action brought pursuant to Section 54960 or 54960.1 where the defendant has prevailed in a final determination of such action and the court finds that the action was clearly frivolous and totally lacking in merit.

(Amended by Stats. 2012, Ch. 732, Sec. 3. (SB 1003) Effective January 1, 2013.)

**54961.** (a) No legislative body of a local agency shall conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of ancestry or any characteristic listed or defined in Section 11135, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase. This section shall apply to every local agency as defined in Section 54951.

(b) No notice, agenda, announcement, or report required under this chapter need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.

(Amended by Stats. 2007, Ch. 568, Sec. 35. Effective January 1, 2008.)

**54962.** Except as expressly authorized by this chapter, or by Sections 1461, 1462, 32106, and 32155 of the Health and Safety Code, or by Sections 37606, 37606.1, and 37624.3 of the Government Code as they apply to hospitals, or by any provision of the Education Code pertaining to school districts and community college districts, no closed session may be held by any legislative body of any local agency.

(Amended by Stats. 2006, Ch. 157, Sec. 2. Effective January 1, 2007.)

**54963.** (a) A person may not disclose confidential information that has been acquired by being present in a closed session authorized by Section 54956.7, 54956.8, 54956.86, 54956.87, 54956.9, 54957, 54957.6, 54957.8, or 54957.10 to a person not entitled to receive it, unless the legislative body authorizes disclosure of that confidential information.

(b) For purposes of this section, "confidential information" means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter.

(c) Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to:

(1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.

(2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.

(3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grandjury.

(d) Disciplinary action pursuant to paragraph (2) of subdivision (c) shall require that the employee in question has either received training as to the requirements of this section or otherwise has been given notice of the requirements of this section.

(e) A local agency may not take any action authorized by subdivision (c) against a person, nor shall it be deemed a violation of this section, for doing any of the following:

(1) Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of law, including disclosing facts to a district attorney or grand jury that are necessary to establish the illegality of an action taken by a legislative body of a local agency or the potential illegality of an action that has been the subject of deliberation at a closed session if that action were to be taken by a legislative body of a local agency.

(2) Expressing an opinion concerning the propriety or legality of actions taken by a legislative body of a local agency in closed session, including disclosure of the nature and extent of the illegal or potentially illegal action.

(3) Disclosing information acquired by being present in a closed session under this chapter that is not confidential information.

(f) Nothing in this section shall be construed to prohibit disclosures under the whistleblower statutes contained in Section 1102.5 of the Labor Code or Article 4.5 (commencing with Section 53296) of Chapter 2 of this code.

*(Added by Stats. 2002, Ch. 1119, Sec. 1. Effective January 1, 2003.)*

**From:** VTA Board Secretary  
**Sent:** Thursday, January 8, 2026 1:45 PM  
**To:** VTA Board of Directors <  
**Cc:** Singh, Naunihal ; Richardson, Greg; Gonot, Carolyn  
**Subject:** From VTA: memo re: Agenda Item #7.6 - Water Delivery Services on the 1/8/26 Board Agenda

**VTA Board of Directors,**

Attached is a memorandum from Nauni Singh, VTA Chief Operating Officer, regarding Item 7.6 on tonight's Board Agenda. This memo provides an update on VTA's efforts to reduce reliance on bottled water, align with sustainability goals, and next steps.

Thank you.

Santa Clara Valley Transportation Authority  
3331 North First Street, Building B-1  
San Jose, CA 95134-1927



**From:** Kumar Shah  
**To:** Gonot, Carolyn; Garza, Michelle; Dagang, Deborah; VTA Board Secretary  
**Cc:** Melissa Lee  
**Subject:** [EXTERNAL] Formal Notice Regarding Special-Event Services, Funding, and Super Bowl 2026  
**Date:** Tuesday, December 30, 2025 8:54:30 AM  
**Attachments:** image002.png  
**Importance:** High

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Dear Members of the Board and Executive Leadership,

This letter follows VTA's recent document production in response to our CPRA requests, including VTA's disclosure of a 2017 charter service notification issued to private operators for special-event bus services at Avaya Stadium.

As detailed below, VTA's current approach to special-event transportation services raises not only regulatory and compliance concerns, but also serious issues regarding fiscal stewardship, fiduciary responsibility, and alignment with VTA's core public mission.

---

### **1. Selective Charter Notifications**

VTA has produced a 2017 Charter Rule notification issued for Avaya Stadium events. VTA has not produced, and appears not to have issued, comparable charter service notifications for special-event services it continues to provide at PayPal Park and SAP Center.

Please identify all Charter Rule notices issued for these venues or explain the basis for providing event-specific services without notice to private operators.

---

### **2. Substitution of Services**

VTA's agreements expressly contemplate the deployment of supplemental bus services when augmented light-rail capacity is unavailable, establishing that bus and rail services are used interchangeably to meet event-specific demand.

---

### **3. Funding Structure and Circumvention Concerns**

VTA's reimbursement structure applies to event-specific rail services while excluding supplemental bus services, resulting in the public subsidization of bus operations that exist solely because of private events. This funding / reimbursement arrangement circumvents the FTA Charter Rule and deprives private operators of the opportunity to provide these event specific services.

---

### **4. Use of Public Funds Outside Core Mission**

Federal and state transit funds are awarded for specific purposes, including capital investment and the provision of daily public transportation service. Please identify the specific funding sources used to support special-event bus and rail services and explain how such uses are consistent with the approved purposes and scopes of those funds.

---

### **5. Statutory Authority and Equal Access**

Please identify the statutory authority under which VTA enters into event-specific service

agreements with private entities such as the 49ers, the NFL, and Levi's Stadium, and explain whether comparable arrangements are available to other licensed and registered transportation providers.

---

## **6. Fiduciary Responsibility and Financial Impact on the Public**

By operating special-event bus services at standard transit fares, VTA knowingly incurs significant operating losses on services that exist exclusively because of private events. Based on VTA's own financial disclosures, farebox revenue typically covers approximately **10%** of operating costs, with the remaining **~90% subsidized by public funds**. This equates to an average public subsidy of approximately **\$10 per passenger trip**.

Using conservative assumptions:

- Levi's Stadium has hosted **NFL games, concerts, and major events continuously since its opening in 2014**;
- Special-event bus services are operated for a substantial portion of these events; and
- Even a modest estimate of **2-3 million special-event bus passenger trips** since 2014 would imply **\$20-\$30 million in unrecovered public subsidy** attributable solely to Levi's Stadium bus services.

These losses do not include:

- Special-event services at PayPal Park or SAP Center;
- Light-rail operating subsidies; or
- Opportunity costs imposed on daily transit riders through diverted resources.

Continuing to incur such losses for private entertainment events raises serious questions regarding:

- VTA leadership's **fiduciary duty to taxpayers**;
- Stewardship of limited public transit funds; and
- Consistency with VTA's primary mission to provide reliable daily transportation services to the general public.

---

## **7. Super Bowl 2026**

VTA is currently advertising special-event transportation services for Super Bowl events scheduled for February 2026. Please identify:

- Any Charter Rule notices issued to private operators;
- Any exemption requests submitted to FTA; and
- The legal authority under which such services are being planned absent such approvals.

---

We request written responses to the above at your earliest opportunity.

Sincerely,

Kumar Shah

President & CEO

Accelar, Inc. (d/b/a Pronto Corporation)

FTA Charter Provider ID No. 6643



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**Kumar Shah, President**

+1-650-249-7418

Kumar@ProntoJourneys.com

84 W Santa Clara St, Ste 700  
San Jose, CA 95113

**From:** Dan Lieberman  
**Sent:** Wednesday, December 31, 2025 2:01 PM  
**To:** VTA Board Secretary  
**Subject:** [EXTERNAL] Caltrain eNews - December 2025

**Categories:** SEND TO BOARD MEMBERS

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## An Incredible 2025 Comes to an End

2025 has been an eventful year for Caltrain, with many great successes and incredible accomplishments for our newly reinvented railroad. This issue features the new Holiday Train, our being named the fastest growing transit agency in the country, and a look ahead to the MLK Celebration Train coming in January.





## APTA Names Caltrain Fastest Growing Transit Agency in US

Caltrain's 57% ridership growth over 2025 outpaced every other transit agency in the United States, according to the American Public Transportation Association.

[Learn More about APTA's Recognition](#)

## Reinvented Holiday Train Makes its First Trip

Huge crowds turned out on Dec. 13 to both ride the Holiday Train for the first time and to visit Caltrain's four station celebrations, helping to kick off the holidays throughout the Peninsula.



[Learn More about the Holiday Train](#)



## Free NYE Caltrain Service

From 8 p.m. Dec. 31 to the end of service that night, Caltrain will be free of charge, ensuring that revelers can get back home safe and sound in the early hours of 2026.

[Learn More about New Year's Service](#)

## See Caltrain's 2025 Accomplishments

Caltrain's Year in Review page lists the many incredible milestones Caltrain has reached over the course of the last year.



[Learn More about Caltrain in 2025](#)



## MLK Celebration Train Coming Jan. 19

The Celebration Train will make its annual trek to the Dr. Martin Luther King Day March in San Francisco, helping the Bay Area community to come together and honor his great legacy.

[Learn More about the MLK Celebration Train](#)

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## UPCOMING EVENTS

- **January 8** - [Caltrain Board Meeting](#) - San Carlos Station
- **January 17** - [Giants FanFest](#) - San Jose Diridon Station
- **January 19** - [MLK Celebration Train](#) - San Jose Diridon, Palo Alto, San Mateo, Millbrae and San Francisco Stations



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- [Deputy Executive Director, Project Delivery & Caltrain Modernization](#)

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**Editor: Dan Lieberman**

LiebermanD@Samtrans.com

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**From:** VTA Board Secretary  
**Sent:** Thursday, January 8, 2026 5:47 PM  
**To:** VTA Board of Directors  
**Cc:** Smith, Patrice ; Gonot, Carolyn ; Richardson, Greg Haywood, Scott  
**Subject:** From VTA: San Jose Mercury News Story on Super Bowl LX

Board of Directors:

Please see the attached memo from Patrice Smith, Chief Communications Officer, regarding an upcoming article in the San Jose Mercury News on Super Bowl LX.

Please respond to this email with questions.

Thank you,

Office of the Board Secretary  
Santa Clara Valley Transportation Authority  
3331 North First Street, Building B  
San Jose, CA 95134-1927  
Phone **408-321-5680**





## MEMORANDUM

**TO:** VTA Board of Directors

**FROM:** Patrice Smith, Chief Communications Officer *Patrice Smith*

**DATE:** January 8, 2026

**SUBJECT:** San Jose Mercury News Inquiry on Super Bowl LX

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I am writing to make you aware of an upcoming news article related to VTA's readiness for Super Bowl LX from a finance, operations, and security perspective. Grace Hase of the *San Jose Mercury News* is preparing a story on this topic and has contacted VTA for information.

While we have shared information with the Board at various points throughout the year regarding costs and the overall impact of the event, I want to ensure you are aware of the scope of information requested by the *Mercury News*. This includes extended service (before, during, and after the game), cost of service, security, funding sources for Super Bowl LX, and key preparation activities.

The story is expected to appear on Friday, January 9. It will be included in the daily news clips for your reference.

Thank you.

**From:** VTA Board Secretary  
**Sent:** Friday, January 9, 2026 5:19 PM  
**To:** VTA Board Secretary  
**Subject:** From VTA: VTA Correspondence: Week Ending January 9, 2026

Board of Directors,

Attached is correspondence for the week ending January 9, 2026 as described below.

From	Topic
Carolyn M. Gonot, GM/CEO	Letter to Senator Josh Becker and caucus re: FIFA funding
Kumar Shah	Special Events Mobility for Levi's Stadium
Amy King	Restoring Bus Line 121 Service
Rosemary Greenlaw	TSAC Membership
Robert Padgette, Capitol Corridor	Capitol Corridor Service Disruption: Train 535 Trespasser Incident

Thank you,

Office of the Board Secretary  
Santa Clara Valley Transportation Authority  
3331 North First Street, Building B  
San Jose, CA 95134-1927  
Phone **408-321-5680**



*Solutions that move you*



January 6, 2026

Senator Josh Becker  
1021 O Street, Suite 6520  
Sacramento, CA 95814

Dear Chair Becker and Members of the Caucus,

On behalf of the Santa Clara Valley Transportation Authority (VTA), we write to update the Bay Area delegation members on our urgent and currently unfunded safety, security and operational needs associated with hosting the International Federation of Association Football (FIFA) World Cup in the South Bay in June and July 2026.

As you know, Levi's Stadium has been selected to host six World Cup matches. These matches will bring tens of thousands of international visitors to the region and will place extraordinary demands on local government services, law enforcement, emergency management, transportation systems and regional mobility providers. FIFA also has promoted transit as the option to travel to games and related activities and events.

While significant planning is underway, there remains a clear gap between FIFA's operational expectations and the resources currently available to our agencies and jurisdictions. The Bay Area Host Committee (BAHC) is managing a competitive grant process under the federal safety and security program, and we appreciate the opportunity to participate.

VTA services are the critical transportation link to Levi stadium, connecting to BART on the east, to Caltrain on the Peninsula, and to downtown San Jose and throughout Santa Clara county. Unfortunately, the additional operations, safety and security needs required for this event exceed VTA's current resources. Given funding gaps and a rapidly approaching event date, state-level partnership and coordination are essential. VTA is advocating for critical transit service and public safety funding needs to support these games, including:

- Passenger Safety (\$9 million) – focus on ADA station improvements, crowd-control infrastructure, light rail platform redesign and an ambassador program
- Security Measures (\$18 million) – focus on protecting passengers and system reliability with law enforcement surge staffing, cybersecurity, CCTV analytics, pedestrian barriers, lighting and real-time system/situational awareness
- Operating Needs (\$17 million) – track modifications, wayfinding efforts, ticket vending enhancements, passenger flow efficiencies

We believe that meeting these funding needs is necessary to ensure the success of the 2026 World Cup in the South Bay and to safeguard the residents, workers and visitors who will rely on our systems and services throughout the event.

Thank you for your consideration. We look forward to working closely with the Bay Area Caucus in the coming months toward safe and successful World Cup matches.

With appreciation,

A handwritten signature in blue ink that reads 'Carolyn M. Gonot'.

Carolyn M. Gonot  
General Manager/CEO

Cc: VTA Board Chairperson Sergio Lopez  
VTA Board of Directors  
Bay Area State Legislative Delegation

**From:** Kumar Shah  
**To:** Gonot, Carolyn; Garza, Michelle; VTA Board Secretary; Dagang, Deborah; Melissa Lee; Charterservice, Ombudsman (FTA); mayor; jed; jed.york  
**Cc:** Cahill, Matthew (FTA); pr; Kumar Shah  
**Subject:** [EXTERNAL] Time to do the "Right Thing"  
**Date:** Tuesday, January 6, 2026 5:05:52 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[FW Invitation to Build the Future of Special-Event Mobility for 49ers NFL and other sports and music events - Together.msa](#)  
**Importance:** High

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**CAUTION: This Message originated from outside VTA. Do not click links or open attachments unless you recognize the sender and know the content is safe!**

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To :  
VTA Executive Team / Board Secretary  
Mayor & Council Members – Santa Clara  
Mayor – San Jose  
FTA – Ombudsman & Chief Counsel  
Jed York - 49ers / Levi's Stadium Management

FYI - attached please find the email we have sent to Jed York, CEO of 49ers / Levi's Stadium Management. The email contains as attachments our correspondence with San Jose Mercury News, Wall Street Journal, and VTA and the funding agreements between 49ers / NFL / Levi's Stadium and VTA for special event services. In our opinion, these funding agreements clearly establish how these agreements are designed to **circumvent** the Federal Charter Rule.

The larger story – which we have highlighted in our Op-Ed submissions to SJMN and WSJ – is that public transit agencies should NOT be permitted to operate ANY special event mobility services as the operating losses associated with these services divert / siphon funds away from the funding provided by FTA and other government entities to the transit agency and specifically earmarked for the daily transit services.

The FTA Charter Rule was created / codified in 2008 to cover special event transportation / charter services along with others as being the purview of the Private Transit Services (PTS) industry. We have the backing and support of the PTS industry to deliver what 49ers / NFL teams need – and more – at the national level. This is not theoretical. We have already operated at Levi's Stadium, worked alongside the 49ers organization, and built the technology, affiliate capacity, and compliance framework required to scale this responsibly and nationwide.

Isn't it time that all of us – as individual taxpayers and as representatives of our various organizations – do our 'bit' and 'do the right thing' to:

- a. Stop these business practices and agreements designed to circumvent the Federal Charter Rule / Law?

- b. Stem the loss of millions of dollars in operating losses by VTA and other transit agencies for operating these special / discretionary special event services?
- c. Allow / enable public transit agencies to return their focus to their primary / core mission of providing daily transit services?
- d. Allow the PTS industry – represented by 15,000+ Entrepreneurs who have built the \$31B+ industry – to unleash their creative energy and resources to deliver more innovative, more efficient and more demand-responsive services?
- e. Move forward with complete clarity on how we collectively will deliver services needed for the upcoming high-profile events – Super Bowl, FIFA and others – without this overhang / dark cloud hovering over us and disrupting them at the least opportune time?

As the CEO of Accelar / Pronto Corporation and lead representative of the \$31B+ PTS Industry and with the backing and support of 15,000+ licensed operators, we are prepared to pursue these business opportunities and use the protection of the Federal Laws / FTA Charter Rule to defend them from being usurped by public transit agencies, city & country administrations, and event organizers. We have reached out to you all several times over the past 3 months and to VTA / FTA over the past 10 years. We are prepared – as we have been for the past 3+ months - to engage with all the stakeholders to resolve these issues once and for all. Until then, we are prepared to defend and pursue the special event mobility service opportunities – which we believe are the purview of the PTS industry – vigorously and rigorously.

Best regards,  
Kumar



**From:** Kumar Shah

**Sent:** Thursday, December 18, 2025 1:00 PM

**To:** Gonot, Carolyn <carolyn.gonot@vta.org>; michelle.garza [vta.org](http://vta.org) <michelle.garza@vta.org>; VTA Board Secretary <board.secretary@vta.org>; Dagang, Deborah <deborah.dagang@vta.org>; mayorandcouncil@santaclara.gov; jed@49ers.com; jed.york@49ers.com; francine.hughes@49ers.com; Charterservice, Ombudsman (FTA) <ombudsman.charterservice@dot.gov>; mayor@sanjoseca.gov

**Cc:** Cahill, Matthew (FTA) <matthew.cahill@dot.gov>; Kumar Shah <kumar@prontojourneys.com>;

'pr@ProntoJourneys.com' <pr@ProntoJourneys.com>

**Subject:** Pronto Express™ Framework — Lawful, Demand-Responsive Special-Event Mobility (Acti

**Importance:** High

To:

- VTA : Carolyn Gonot, President / GM; Michelle Garza, Executive Assistant to the GM, Board Secretary, Deborah Dagang, Chief Planning Officer
- City of Santa Clara : Mayor and Council Members
- Levi's Stadium / 49ers : Jed York / CEO, Francine Hughes, EVP of Operations
- FTA : Ombudsman for Charter Services, Matthew Cahill, Chief Counsel

I am sharing with you two documents for your immediate review:

1. **Pronto Express™ Executive Brief** (attached)
2. **Pronto Express™ Position Paper** (attached)

Together, these documents present a clear, FTA Charter Rule compliant, and immediately deployable framework for special-event mobility—one that moves all stakeholders onto the **Right Side of Federal Law** while delivering a far better experience for fans.

As detailed in the materials, public-agency operation of special-event transportation constitutes *charter service* under the Federal Transit Administration's Charter Service Rule (49 CFR Part 604) when services are event-restricted, separately priced, or funded by third parties. Continued operation of such services exposes agencies, host jurisdictions, venues, and event organizers to unnecessary legal, financial, and reputational risk—while diverting millions of dollars from core daily transit services.

**Pronto Express™** provides a forward-looking solution. It is a demand-responsive orchestration platform—analogous to Uber for the Private Transit Services industry—that captures demand in advance and dynamically deploys private capacity where and when it is needed. The result is lawful, scalable special-event mobility that replaces uncontrolled, frenzied crowd handling with **pre-planned, calm, stress-free journeys**.

This is not a theoretical proposal. Pronto has already demonstrated this model in the Bay Area in partnership with the San Francisco 49ers, serving more than **100,000 fans** through compliant, private operations. The attached infographic summarizes the contrast between the current unlawful model and the Pronto Express™ approach.

**We are requesting the following:**

- VTA Team : Alignment with the Charter Service Rule and withdrawal from unlawful public-agency special-event operations

- VTA / Levi's Stadium / 49ers / City of Santa Clara : Immediate engagement to transition to a compliant, demand-responsive model
- FTA : For regulators, timely enforcement actions—including issuance of a cease-and-desist order where warranted—to prevent further violations

Pronto Express™ is ready to be implemented immediately. The Private Transit Services industry has the capacity. The law is clear. What remains is coordinated action.

We are available to meet promptly to walk through the framework and next steps.

Sincerely,

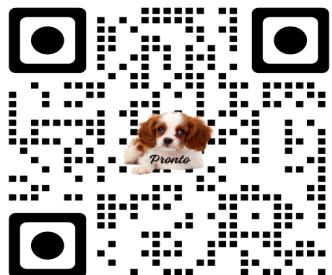
**Kumar Shah**

President & CEO

Pronto Corporation

kumar

408.472.5662



Scan me to watch me in action



**Pronto Journeys**  
Safe. Dependable. Comfortable.

Group Transportation since 2005  
60K+ Trips. 2.4M+ Passengers.  
100% Injury-free

**RATING: 4.93 / 5.0**

★★★★★



**Kumar Shah, President**  
Phone +1-650-249-7418  
Email Kumar@ProntoJourneys.com  
Address 84 W Santa Clara St, Ste 700  
San Jose, CA 95113

**From:** [Kumar Shah](#)  
**To:** [jed; jed.york](#)  
**Subject:** FW: Invitation to Build the Future of Special-Event Mobility for 49ers, NFL and other sports and music events - Together  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[Pronto Express Platform Brief.pdf](#)  
[Op-Ed Submission VTA Santa Clara County and Levi's Stadium San Francisco 49ers NFL are circumventing Federal Law - and diverting millions from Daily Transit.msg](#)  
[RE Op-Ed Submission Transit Agencies Are Breaking Federal Law and Its Costing Taxpayers \\$500M a Year.msg](#)  
[Follow-Up to Advisory Opinion and Request for Immediate Review Super Bowl 2026.msg](#)  
[FW Pronto Express™ Framework Lawful Demand-Responsive Special-Event Mobility \(Acti.msg\)](#)  
[VTA NNE 2024-2026 Amendment No. 2 \(Final 8-13-2024\).docx.pdf](#)  
**Importance:** High

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Dear Jed York,

I am writing to you directly and respectfully because prior outreach to the 49ers organization has not received a response, and because this issue now rises to a level where **executive awareness and leadership** matter.

Attached for context are copies of recent correspondence we have sent to the Santa Clara Valley Transportation Authority (VTA), the Federal Transit Administration (FTA), and opinion submissions to the *San Jose Mercury News* and *Wall Street Journal*. I did **not** copy the 49ers, Levi's Stadium, or the NFL on those communications, deliberately, to avoid creating unnecessary public pressure before engaging you directly.

As the CEO of Accelar, I am doing what's needed to pursue and protect our business interests and those of 6,700+ of our affiliates nationwide and the entire \$31B+ Private Transit Services (PTS) industry nationwide. In my shoes, I am sure you would do precisely what we are doing – to fulfill the fiduciary duties and responsibilities as CEO.

The special-event mobility services are the purview of the PTS industry, but it has been usurped by public agencies – like VTA – surreptitiously and by circumventing the federal laws. The funding agreement between the Niners and VTA – attached here for your reference – is a manifestation of this circumvention. Per the email we have sent to FTA, we have requested their opinion on this 'circumvention' and the misappropriation of funds provided to VTA for daily transit services for these special event transportation services.

The fact that VTA and other public agencies around the nation are incurring millions of dollars in operating losses for operating these special event services – whether delivered by light-rail or bus - is indisputable. The funding agreement you have signed only partially covers these operating losses and just for light-rail. As you know, your funding does NOT extend to special buses operated by VTA. Hence, the operating losses associated with the buses for special events are much higher / ~90% of the expenses.

### Why this matters now

The current **VTA–Levi’s Stadium special-event transit funding structure** is and will be increasingly more difficult to defend publicly.

While we recognize that the 49ers and Levi’s Stadium agreed to reimburse VTA for event-day services—presumably and largely under pressure from the City of Santa Clara and Santa Clara County—the **underlying structure still relies on federally funded transit assets and labor being deployed for ticketed, revenue-generating events**. That reality is not well understood by the public, but it is now being examined closely.

As scrutiny increases, the narrative will not be kind to any party:

- **Taxpayers** will question why federal transit funds are supporting discretionary special-event shuttles.
- **Transit riders** will question service trade-offs.
- **Media and regulators** will question whether the arrangement aligns with federal charter service rules and congressional intent.

Even if the current agreements were entered into in good faith, **they will not resonate well with the public going forward**.

#### **A better model — one the 49ers can lead**

We believe strongly—and have demonstrated in practice—that **taxpayers and the FTA should not be funding special-event transportation** and public agencies—like VTA—should not be incurring millions of dollars in operating losses for operating these services at the cost of the daily transit services.

That is precisely why the 49ers were compelled by the City / Country administration and VTA to provide funding for these services. In my opinion, in the eyes of the public, 49ers / NFL / Levi’s Stadium will not get any credit for this funding and will, in fact, be viewed as an accessory to the circumvention of the Federal Laws.

Under the **Pronto model**, we can:

- Fully **remove public transit agencies from the role of event transportation operator**
- Deliver scalable, compliant, private special-event transportation nationwide
- **Reduce or eliminate Levi’s Stadium’s direct funding exposure** by replacing it with a **revenue-share model**
- Share transportation revenues transparently with the 49ers / Levi’s Stadium / NFL
- Establish the 49ers and Levi’s Stadium as leaders—not followers—in a **best-practice national framework**

We have the backing and support of the PTS industry to deliver what 49ers / NFL teams need – and

more – at the national level. This is not theoretical. We have already operated at Levi's Stadium, worked alongside the 49ers organization, and built the technology, affiliate capacity, and compliance framework required to scale this responsibly.

### **Why this decision belongs with you**

This is no longer a staff-level or vendor-level issue.

It is about:

- **Brand and reputation**
- **Governance and compliance**
- **Fan experience continuity**
- **NFL-wide implications as scrutiny increases across major venues**

Handled proactively, this becomes a **positive leadership story**. Left to unfold externally, it becomes something none of us would prefer to manage reactively.

### **Request**

I am asking for a **brief, confidential conversation** with you or a small group you designate to walk through:

1. The public-risk trajectory of the current structure
2. The private-sector alternative we have already built
3. A clean transition framework that protects fans, the team, and the league

We are not looking to create disruption. We are trying to **prevent it**.

Thank you for your time and consideration. I would welcome the opportunity to speak at your convenience.

Respectfully,

**Kumar Shah**

President & CEO

Pronto Journeys / Pronto Express

FTA Charter Registration ID: 6643

---

**From:** Kumar Shah  
**Sent:** Saturday, December 20, 2025 7:36 AM  
**To:** jed; jed.york; francine.hughes  
**Cc:** Gonot, Carolyn <carolyn.gonot>; michelle.garza <michelle.garza>; VTA Board Secretary <board.secretary>; Dagang, Deborah <deborah.dagang>; Mayor and Council <mayorandcouncil>; Charterservice, Ombudsman (FTA) <ombudsman.charterservice>; mayor; Cahill, Matthew (FTA) <matthew.cahill>; pr; Kumar Shah <kumar>  
**Subject:** Invitation to Build the Future of Special-Event Mobility for 49ers, NFL and other sports and music events - Together  
**Importance:** High

To:

- Levi's Stadium / 49ers : Jed York / CEO, Francine Hughes, EVP of Operations

Cc:

- VTA : Carolyn Gonot, President / GM; Michelle Garza, Executive Assistant to the GM, Board Secretary, Deborah Dagang, Chief Planning Officer
- City of Santa Clara : Mayor and Council Members
- City of San Jose : Mayor
- FTA : Ombudsman for Charter Services, Matthew Cahill, Chief Counsel

Happy Holidays!!

I'm reaching out to share the **Pronto Express™ Platform Brief** (attached) and to invite you to join us in making this vision a reality.

Pronto Express™ represents a new way of thinking about special-event mobility—one built on **coordination, certainty, and partnership**. It is a multi-modal orchestration platform that brings together private operators, public transit, ride-share services, and personal vehicles into a single, demand-responsive system designed specifically for large-scale events.

At its core, Pronto Express™ is about confidence:

- Confidence that **capacity will always be available**
- Confidence that **ingress and egress will be coordinated**
- Confidence that fans will arrive calm, connected, and ready to enjoy the event
- Confidence that all stakeholders are working together toward a shared outcome

What makes this especially exciting is that this is not a theoretical concept. The Bay Area—through the collaboration between Pronto, Levi's Stadium, the San Francisco 49ers—has already demonstrated what is possible. Pronto Express™ now extends that proven foundation across *all modes of transportation* and across the *entire game-day journey*, creating a blueprint that can scale rapidly across the NFL and other major leagues.

Equally important, Pronto Express™ reframes transportation as part of the experience itself. The journey begins the moment a fan embarks—connecting neighbors, enabling real-time engagement, and turning what was once a source of stress into a meaningful part of the event.

Our intent now is simple: **to work together**—public and private partners alike—to deliver a seamless, future-ready model for special-event mobility that benefits fans, venues, cities, and leagues. Together, we'd like to extend our Platform to NFL and other leagues and create this super-league of fans across the country.

We would welcome the opportunity to walk through the platform, answer questions, and discuss how we can move forward collaboratively.

Thank you for your leadership and for considering this invitation. We are excited about what we can build together.

Warm regards,  
**Kumar Shah**  
President & CEO  
Pronto Corporation  
84 W Santa Clara St, Suite 700  
San Jose, CA 95113  
650-249-7400 | 877-49-49ERS

---

**From:** Kumar Shah  
**Sent:** Thursday, December 18, 2025 1:00 PM  
**To:** Gonot, Carolyn ;[michelle.garza@vta.org](mailto:michelle.garza@vta.org) VTA Board Secretary < Dagang, Deborah >;  
mayorandcouncil; [jed](mailto:jed); [jed.york](mailto:jed.york); [francine.hughes](mailto:francine.hughes); Charterservice, [Ombudsman](mailto:Ombudsman) (FTA)  
[ombudsman.charterservice](mailto:<ombudsman.charterservice>); [mayor](mailto:mayor)  
**Cc:** Cahill, Matthew (FTA) <[matthew.cahill](mailto:matthew.cahill)>; Kumar Shah <[kumar](mailto:kumar)>; 'pr' <[pr](mailto:pr)>  
**Subject:** Pronto Express™ Framework — Lawful, Demand-Responsive Special-Event Mobility (Acti  
**Importance:** High

---

To:

- VTA : Carolyn Gonot, President / GM; Michelle Garza, Executive Assistant to the GM, Board Secretary, Deborah Dagang, Chief Planning Officer
- City of Santa Clara : Mayor and Council Members
- Levi's Stadium / 49ers : Jed York / CEO, Francine Hughes, EVP of Operations
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legal, financial, and reputational risk—while diverting millions of dollars from core daily transit services.

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This is not a theoretical proposal. Pronto has already demonstrated this model in the Bay Area in partnership with the San Francisco 49ers, serving more than **100,000 fans** through compliant, private operations. The attached infographic summarizes the contrast between the current unlawful model and the Pronto Express™ approach.

**We are requesting the following:**

- VTA Team : Alignment with the Charter Service Rule and withdrawal from unlawful public-agency special-event operations
- VTA / Levi's Stadium / 49ers / City of Santa Clara : Immediate engagement to transition to a compliant, demand-responsive model
- FTA : For regulators, timely enforcement actions—including issuance of a cease-and-desist order where warranted—to prevent further violations

Pronto Express™ is ready to be implemented immediately. The Private Transit Services industry has the capacity. The law is clear. What remains is coordinated action.

We are available to meet promptly to walk through the framework and next steps.

Sincerely,

**Kumar Shah**

President & CEO

Pronto Corporation

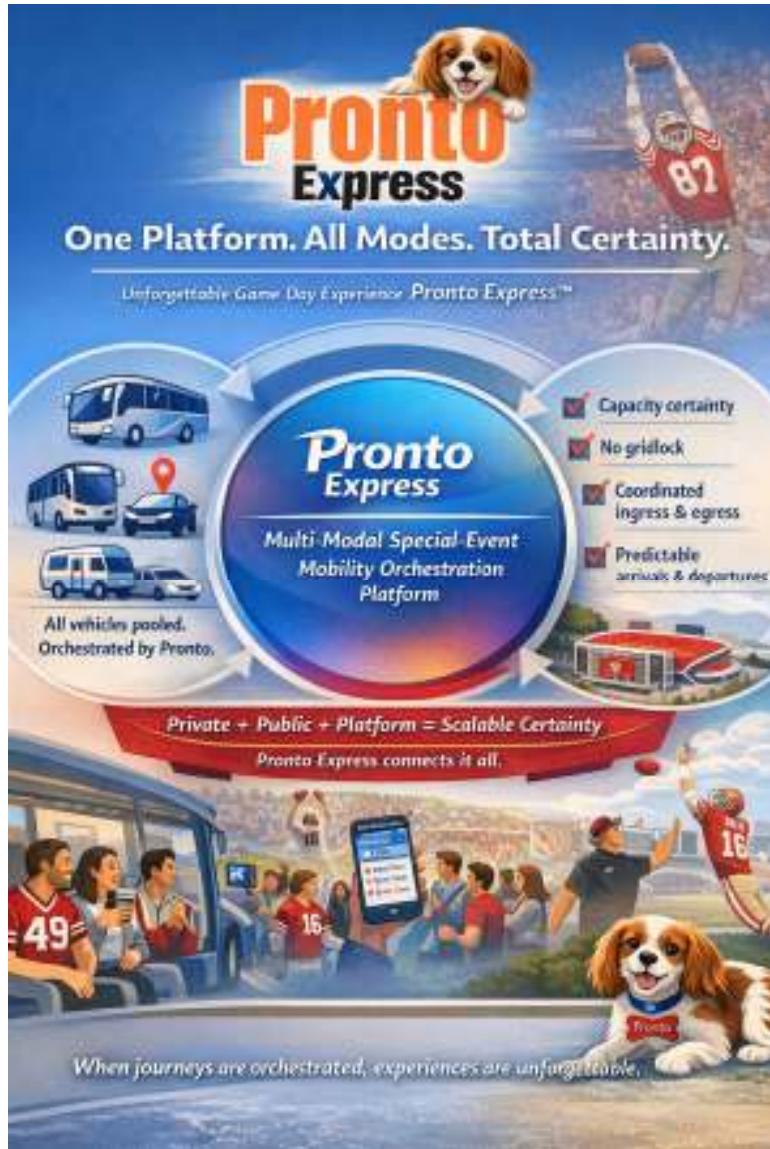
kumar

408.472.5662

## Pronto Express™

### Pronto Express™ — The Multi-Modal Special-Event Mobility Orchestration Platform

Pronto, Levi's Stadium, the San Francisco 49ers, the City of Santa Clara, and VTA create the blueprint for NFL-wide and league-wide scaling.



#### What Pronto Express™ Does

Pronto Express™ orchestrates **all modes of transportation** for special events through a single platform—so teams, venues, cities, and fans experience **certainty instead of chaos**.

## 1. One Platform. All Modes. Capacity Certainty.

Pronto Express™ orchestrates:

- **Private operators** (buses, motorcoaches, shuttles)
- **Public transit** (bus & rail; scheduled and leased when needed)
- **Ride-share** (pre-booked, event-aligned)
- **Personal vehicles** (cars, RVs, carpools)

**Private-public partnership is built in.**

Vehicles from private operators and public transit agencies are **pooled and orchestrated by Pronto**, ensuring capacity is never a constraint.

**When demand increases, Pronto adds capacity.**

**When patterns shift, Pronto adapts routing.**

**Teams and venues never run out of vehicles.**

---

## 2. Demand-Responsive by Design

Pronto Express™ is **demand-responsive**, not fixed-route.

- Services are customized by **fan location**
- Fans are grouped by **community and neighborhood**
- Capacity is **staged, phased, and scheduled**
- Ingress and egress across all modes are **coordinated**

**Result:**

No gridlock.

No bottlenecks.

A calmer, predictable fan experience.

---

## 3. The Journey Is Part of the Event

With Pronto Express™, the special-event experience begins **the moment the fan embarks on the journey for the special event.**

Teams and venues gain:

- Complete visibility into **how all fans are coming**
- Real-time insight into **location, preferred mode, arrival, and departure**
- A live communication channel with every attendee

Fans gain:

- Advance planning and certainty
- Travel with fans from their own neighborhood
- Social, shared journeys
- Engagement during the trip—content, predictions, gaming, live entertainment

---

Transportation is the means to deliver Unforgettable Experiences and Memorable Journeys.

---

#### 4. Proven at Levi's Stadium. Scalable Across the NFL.

Pronto and the San Francisco 49ers pioneered this model over four seasons:

- Multi-city, demand-responsive services
- Advance booking and confirmed seating
- Predictable operations
- Strong fan adoption

**Pronto Express™ now extends this orchestration to:**

- All attendees
- All transportation modes
- The entire game-day lifecycle

Once deployed for one team and venue, Pronto Express™ can be **replicated across the NFL within days**, and then extended to other leagues and live events.

**Silicon Valley and the Bay Area lead again.**

---

#### 5. The Long-Term Value: Fan Intelligence at National Scale

Pronto Express™ creates **nationwide fan networks** across sports and live entertainment:

- Tens to hundreds of millions of fans
- Grouped by interest, geography, and behavior
- Engaged on game day and beyond
- Persistent communities for lifelong engagement

For leagues and marketers, this is **fan-engagement nirvana**.

---

#### **The Bottom Line**

**Pronto Express™ is not transportation.**

**It is orchestration.**

**It is intelligence.**

**It is experience.**

**It is scale.**

## Pronto Corporation – Company Background

Founded: 2006

Headquarters: San Jose, California

Founder & CEO: Kumar Shah

Pronto Corporation (Accelar, Inc.) is a transportation and experience-technology company specializing in group, event, and special-purpose mobility services across the United States.

Pronto operates at the intersection of transportation operations, cloud-based booking technology, and large-scale event mobility, serving schools, universities, corporations, sports franchises, venues, and public-event organizers.

---

## What Pronto Does

### Pronto Journeys (B2B)

A cloud-based booking and operating system for group and event transportation, used by:

- School districts and universities
- Athletic programs
- Corporate and nonprofit organizations
- Event and venue operators

### Pronto Express (Special-Event Mobility)

A private, compliant event-mobility service designed for:

- Professional sports events
- Concerts and festivals
- Large public gatherings

Pronto Express integrates advance booking, real-time dispatch, and nationwide private-operator capacity to move tens of thousands of attendees efficiently.

---

## Scale and Capabilities

- 20+ years operating history
- 15+ years delivering event mobility services for major sporting events, including San Francisco 49ers home games
- 6,700+ affiliated transportation providers nationwide
- Access to approximately 40% of U.S. private motorcoach and shuttle capacity
- Proven, cloud-based booking and dispatch platform (“click-and-mortar” model)

## Experience with Professional Sports

Pronto has designed and operated private shuttle programs for:

- NFL home games
- Major concerts
- High-attendance public events

These programs have moved tens of thousands of fans using privately operated, federally compliant transportation services integrated with ticketing and event communications.

---

## Regulatory Focus

Pronto has been actively engaged for more than a decade on issues surrounding FTA Charter Service Rule compliance as it relates to special-event transportation. The company advocates for:

- Clear role separation between public agencies and private operators

- Proactive transition planning
- Fan-first continuity of service

---

## Vision

Pronto's long-term vision is to establish a national standard for lawful, scalable event mobility that can be applied across:

- Professional sports leagues
- International tournaments
- Concert tours
- Festivals and civic events

---

## **3** STANDARD PRESS RELEASE BOILERPLATE

(To append to all Pronto press releases)

### About Pronto

Pronto Corporation (Accelar, Inc.) is a San Jose-based transportation and experience-technology company specializing in group, event, and special-purpose mobility services. Founded in 2006, Pronto combines decades of operating experience with cloud-based booking and dispatch technology to deliver safe, reliable, and scalable transportation solutions.

Through its nationwide network of more than 6,700 affiliated transportation providers, Pronto supports schools, universities, corporations, venues, and event organizers across the United States. Pronto's services are designed to complement public transit, ensure regulatory compliance, and deliver seamless experiences for passengers.

Learn more at [www.ProntoJourneys.com](http://www.ProntoJourneys.com).

**AMENDMENT NO. 2**  
**TO REIMBURSEMENT AGREEMENT FOR TRANSIT SERVICES PROVIDED FOR**  
**LEVI'S® STADIUM EVENTS**  
**BETWEEN**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**  
**AND**  
**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

**1. Parties and Date.**

This Amendment No. 2 to the Reimbursement Agreement for Transit Services Provided For Levi's® Stadium Events ("Agreement") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and the Santa Clara Valley Transportation Authority with its principal place of business at 3331 North First Street, San Jose, CA 95134 ("VTA") shall be effective on August 1, 2024 ("Effective Date"). Stadium Manager and VTA are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. Stadium Manager and VTA entered into an agreement titled "Reimbursement Agreement For Transit Services Provided for Levi's® Stadium" on May 1, 2022 ("Agreement") for the purpose of Stadium Manager securing augmented light rail service as described in Section 1 of the Agreement, Augmented Light Rail Service, ("Augmented Service") during the period of May 1, 2022 through April 30, 2023 ("Term") for non-NFL related events held at Levi's® Stadium on behalf of the promoter or licensee of the event (collectively, the "Stadium Events"). The Parties previously executed Amendment No. 1 to the Agreement dated May 1, 2023 ("Amendment No. 1").

2.2 Amendment Purpose. Stadium Manager and VTA desire to amend the Agreement to delete and replace Exhibit A-1 in its entirety and to delete and replace Exhibit B-1 in its entirety.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 6(i) of the Agreement.

**3. Terms.**

3.1 Amendment Term. Exhibit A-1 is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit A-2, Augmented Light Rail Service, which is attached hereto and incorporated herein by this reference.

3.2 Amendment. Exhibit B-1 is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit B-2, Fee Schedule for Team Events, which is attached hereto and incorporated herein by this reference.

3.3 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the

Effective Date of this Amendment No. 2, whenever the term “Reimbursement Agreement” or “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

*Approved By:*

DocuSigned by:



Francine Hughes  
EVP and General Manager

9/5/2024

Date

**SANTA CLARA VALLEY TRANSIT  
AUTHORITY**

DocuSigned by:



Carolyn Gonot  
General Manager

9/3/2024

Date

Approved as to Form on Behalf of the Santa Clara Valley Transportation Authority

By:   
Judith Propp  
VTA Counsel

**AMENDED  
EXHIBIT A-2  
AUGMENTED LIGHT RAIL SERVICE**

The Events currently known by Stadium Manager are listed in the chart below. For all additional Events scheduled by Stadium Manager during the Term, Stadium Manager will follow the provisions set forth in Section 3, Additional Stadium Events, of the Agreement to schedule Augmented Services.

Date	Event	Estimated Attendance	Start Time	Estimated End Time
TBD	TBD	TBD	TBD	TBD

**AMENDED  
EXHIBIT B-2  
FEE SCHEDULE FOR LEVI'S® STADIUM EVENTS**

Stadium Manager will compensate VTA in accordance with the fees set forth in the following tables and provisions for the specified period within the Term of the Agreement:

**1. For the period of May 1, 2024 through April 30, 2025:**

<b>Number of Extra Trains/Operators Specified in Exhibit A</b>	<b>Fees per Event<sup>(1)</sup></b>
Ten or More	Not-to-Exceed Cap of \$73,159 <sup>(2)</sup>
Up to Nine	\$50,648
Up to Five	\$28,139 <sup>(3)</sup>

- (1) Additional Fees of the lesser of \$65,564 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$260 per hour for eight hours per train (\$260\*8\*number of trains).
- (2) For each train above nine, VTA will charge a fee of \$5,628 per train subject to this not-to-exceed cap.
- (3) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (4) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

**2. For the period of May 1, 2025 through April 30, 2026:**

<b>Number of Extra Trains/Operators Specified in Exhibit A</b>	<b>Fees per Event<sup>(1)</sup></b>
Ten or More	Not-to-Exceed Cap of \$75,354 <sup>(2)</sup>
Up to Nine	\$52,167
Up to Five	\$28,983 <sup>(3)</sup>

- (1) Additional Fees of the lesser of \$67,531 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$268 per hour for eight hours per train (\$268\*8\*number of trains).
- (2) For each train above nine, VTA will charge a fee of \$5,796 per train subject to this not-to-exceed cap.

- (3) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/ or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (4) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

**From:** Kumar Shah <kumar>  
**Sent:** Tuesday, January 6, 2026 3:05 AM  
**To:** mnopinion; dborenstein  
**Subject:** Op-Ed Submission: VTA, Santa Clara County, and Levi's Stadium / San Francisco 49ers / NFL are circumventing Federal Law - and diverting millions from Daily Transit  
**Attachments:** 2016-007-0204.pdf; 2022-2023 49er Event Agreement.pdf; 2022-2023 Non 49er Event Agreement.pdf; VTA NFL 2023-2026 Amendment No. 1 (Final 4-25-2023).pdf; VTA NFL 2024-2026 Amendment No. 2 (Final 9-3-2024).docx.pdf; VTA NNE 2023-2026 Amendment No. 1 (Final 4-25-2023).pdf; VTA NNE 2024-2026 Amendment No. 2 (Final 8-13-2024).docx.pdf; SJMN OpEd 12-31-2025 v1 package.pdf

Dear Dan,

We had submitted CPRA requests to VTA in October 2025 in response to which we received documents on November 24, 2025 and December 29, 2025 with more documents promised for delivery on January 21, 2026.

Attached are agreements signed by VTA with San Francisco 49ers, NFL and Levi's Stadium Management company. As stated in these agreements, VTA would receive funding for additional light-rail services for special events held at Levi's Stadium. In the event they do not have light-rail capacity, VTA would deploy buses. However, for these buses VTA would not receive any compensation. This clause was inserted in these agreements to circumvent the FTA Charter Rule, which covers only bus services provided for special events. If the agency received 3<sup>rd</sup> party funding for these special event services, they would be classified as Charter Services under the FTA Charter Rule and VTA would be prohibited from operating these services. With the way VTA is operating these services, it is using light-rail and bus services for these special events interchangeably, which is prohibited under the FTA Charter Rule.

The main thrust of the Op-Ed is that whether VTA is using light-rail or bus services for these special events, they are incurring millions of dollars in operating losses, which are siphoned / diverted from the funding provided by FTA and other government agencies specifically and explicitly for daily transit services.

The additional funding VTA has been receiving from 49ers / Levi's / NFL for these special event services was at the behest of the City of Santa Clara to cover some of the operating losses VTA was incurring for operating these special event services. This additional funding and the farebox revenues VTA collects do NOT cover all of the operating expenses for light-rail services. Since VTA does NOT receive any funding for special buses and since they charge regular fares, VTA recovers ~10% of their expenses and incurs ~90% operating losses. There is no reason for them to continue to operate these services and yet they do so presumably because of the pressures from the City and County administrations.

What we are seeing locally – with VTA / City of Santa Clara / Santa Clara County / 49ers / NFL / Levi's Stadium – is just a microcosm of what's happening across the country.

Kumar



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**RATING: 4.93 / 5.0**  
★★★★★



**Kumar Shah, President**

+1-650-249-7418  
Kumar@ProntoJourneys.com  
84 W Santa Clara St, Ste 700  
San Jose, CA 95113







**From:** Kumar Shah  
**Sent:** Wednesday, December 31, 2025 6:47 AM  
**To:** mnopinion; dborenstein  
**Subject:** RE: Op-Ed Submission: VTA Is Breaking Federal Law—and It's Costing the Bay Area Millions

Dear Dan,

I appreciate your prompt response to the Op-ed submission.

Subsequent to our original submission, we have received a lot more ridership, revenues and other data from VTA, including copies of their funding agreements with Levi's Stadium Management, San Francisco 49ers, and NFL.

Attached please find the **revised and streamlined version** of the op-ed incorporating this data and **new empirical analysis based on ten years of VTA ridership data for Levi's Stadium**, which allows us—for the first time—to quantify the public subsidy associated with these services. The data shows that nearly **two million special-event passenger trips** were carried by VTA since 2014, resulting in approximately **\$20 million in operating subsidy** for Levi's Stadium events alone.

The revised piece also tightens the legal framing. It explains how VTA, Levi's Stadium Management, SF 49ers, NFL – have been **circumventing the purpose of the FTA Charter Service Rule (49 CFR Part 604)**—diverting funds intended for daily transit service and sidelining private operators who are ready and able to provide these services.

Finally, the op-ed adds a constructive path forward, drawing on our **direct experience operating private special-event transportation for San Francisco 49ers games** as a lawful, scalable private-public partnership model that protects daily transit service while avoiding public losses.

I hope you'll find this revised submission timely and helpful given the upcoming major high-profile events – Super Bowl, FIFA Games and others - planned for the region.

Thank you for your consideration.

Sincerely,

**Kumar Shah**

President & CEO

Pronto Corporation

San Jose, California

[Kumar](#)

(408) 472-5662

Best regards,  
**Kumar Shah**

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**RATING: 4.93 / 5.0**

**Kumar Shah, President**  
+1-650-249-7418  
Kumar@ProntoJourneys.com  
84 W Santa Clara St, Ste 700  
San Jose, CA 95113

**From:** MN Opinion <[mnopinion](mailto:mnopinion)>  
**Sent:** Monday, December 22, 2025 2:52 PM  
**To:** Kumar Shah <[kumar](mailto:kumar)>  
**Subject:** Re: Op-Ed Submission: VTA Is Breaking Federal Law—and It's Costing the Bay Area Millions

Kumar,

Have you brought this to VTA's attention? What have they said? Can you send me a copy of their response?

Thank you,

Dan Borenstein  
Editorial page editor

On Wed, Dec 17, 2025 at 9:56 PM Kumar Shah <[kumar](mailto:kumar)> wrote:

Dear Opinion Editor,  
I am submitting the op-ed – appended below – for your consideration:

**“VTA Is Breaking Federal Law—and It’s Costing the Bay Area Millions.”**

The piece addresses an urgent and local issue that directly affects Santa Clara County residents, transit riders, and fans attending events at Levi’s Stadium, SAP Center, and PayPal Park.

For more than a decade, the Santa Clara Valley Transportation Authority (VTA) has been operating special-event transportation services in violation of the Federal Transit Administration’s Charter Service Rule—quietly diverting millions of dollars from funding intended to improve daily transit service. As scrutiny and enforcement increase, the Bay Area now faces the risk of abrupt service disruption unless leaders act proactively.

The op-ed explains what federal law requires, why continued noncompliance is costly and risky, and how a proven private-operator model—already used successfully by more than 100,000 Bay Area fans—can deliver lawful, seamless special-event transportation without disruption.

I am the President & CEO of Pronto Corporation, a transportation and event-mobility company headquartered in San Jose, with more than two decades of experience operating private, compliant transportation services for professional sports and large public events in the Bay Area and nationwide.

I would be glad to provide any additional background or answer questions.

Thank you for your consideration.

Sincerely,  
**Kumar Shah**  
President & CEO,  
Pronto Corporation  
San Jose, California  
[Kumar](#)  
408.472.5662 (Mobile)

\*\*\*\*\*

### **VTA Is Breaking Federal Law—and It's Costing the Bay Area Millions**

For more than a decade, the Santa Clara Valley Transportation Authority (VTA) has been operating special-event transportation services that federal law expressly prohibits it from providing. Those unlawful services—run for events at **Levi's Stadium, SAP Center, and PayPal Park**—have cost the Bay Area millions of dollars, diverted scarce transit funding from daily riders, and exposed the region's cities, venues, and teams to unnecessary legal and operational risk.

This is no longer a gray area. And it is no longer someone else's problem.

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### **What the Law Requires—and What VTA Is Ignoring**

Federal transit funds are intended to support **general-purpose public transportation**—the buses and trains people rely on every day to get to work, school, healthcare, and essential services.

Under the **Federal Transit Administration's Charter Service Rule (49 CFR Part 604)**, public agencies like VTA are prohibited from operating **charter services**, including special-event transportation that is:

- Restricted to event attendees
- Priced separately from regular service
- Funded or reimbursed by third parties such as sports teams, venues, or event organizers

When private operators are willing and able to provide these services, the law requires public agencies to **step aside**.

Yet VTA has continued to operate special-event transit for major professional sports and entertainment venues across Santa Clara County—**without issuing the required notices to private operators and without withdrawing**, even after private operators have explicitly expressed their intent and ability to serve this demand. That is not an oversight. It is a **willful violation of federal law**.

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### **The Local Cost of Breaking the Rules**

Every time VTA runs special-event trains and buses for NFL games, NHL games, MLS matches, and major concerts, it incurs operating losses. Even with premium fares and reimbursements, these services are fundamentally mismatched with VTA's cost structure.

Those losses are not abstract. They are paid for by:

- The federal government and the cities and counties that fund VTA
- Taxpayers
- Daily transit riders who see resources diverted away from service improvements

At a regional level, this has quietly drained **millions of dollars** from funding that should have been used to improve everyday transit reliability, frequency, and safety.

The **City and County of Santa Clara**, which host many of these events, cannot ignore this reality. Nor can the executive leadership of **Levi's Stadium and the San Francisco 49ers, SAP Center and the San Jose Sharks, or PayPal Park and the San Jose Earthquakes**.

At a time when the Bay Area is slated to host major global events—including the **Super Bowl and the FIFA World Cup**—VTA should be focused on making long-overdue improvements to daily transit service, not absorbing losses from unlawful special-event operations that divert funds from its core mission.

Continuing to rely on public-agency services that violate federal law puts **all stakeholders** on the wrong side of that law.

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### **A Proven Alternative—Right Here at Home**

This is not a question of whether private operators can handle special-event mobility. They already have. More than a decade ago, **Pronto and the San Francisco 49ers** partnered to design and operate private, multi-city shuttle services for 49ers home games and major events. These services connected fans from across the Bay Area—many of whom had no practical transit option to Levi's Stadium.

The results were clear:

- **More than 100,000 Bay Area fans** used these services repeatedly
- Services were booked online with advance reservations and confirmed seating
- Operations were delivered by private operators, at scale, and fully compliant with federal law
- Fans experienced transportation that felt like part of the event—not part of the weekday grind

That partnership became the foundation for modern special-event mobility programs across the region.

Now, Pronto is planning to **extend these services to all the corridors and communities from which VTA has been operating special-event transit**, ensuring seamless coverage without disruption.

The model works. It has already worked here.

And it proves a simple truth: **special events deserve special journeys—not a daily commute experience.**

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### **The Risk of Delay**

If VTA, Santa Clara County, and venue leadership continue to delay action, the outcome is predictable. Federal enforcement does not arrive on a convenient timeline.

When it does arrive—as it inevitably will—it can force abrupt withdrawals, last-minute service changes, and confusion for fans, right in the middle of a season or a major event.

That would be an **avoidable failure of planning and leadership**.

---

### **A Direct Call to Action**

#### **To VTA:**

Cease unlawful special-event transit operations and realign immediately with federal law. Focus your resources on improving daily transit service for the riders who depend on it.

#### **To the City and County of Santa Clara:**

Stop allowing public funds to be used for services that violate federal law. Protect taxpayers and redirect resources where they belong.

#### **To Levi's Stadium, the 49ers, SAP Center, the Sharks, PayPal Park, and the Earthquakes:**

Do not be parties to ongoing violations. Partner with private operators built for event mobility and fan experience.

#### **To Fans:**

You deserve better than uncertainty and last-minute disruption. A lawful, seamless alternative already exists.

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### **Ready to Deliver—Now**

Pronto, working with a nationwide network of more than **6,700 affiliated transportation providers representing over 40% of U.S. private event-mobility capacity**, stands ready to deliver compliant, scalable special-event transportation throughout the Bay Area.

The private transit industry has the capacity, experience, and local knowledge to do this right—**without disruption and without breaking the law**.

The question is no longer **whether** this transition will happen.

It is **whether Bay Area leaders will manage it responsibly—or wait until they are forced to**.



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**Kumar Shah, President**

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San Jose, CA 95113



# OPERATIONS NOTICE

**TO:** All Bus Operators and Fare Inspectors

**NOTICE # 2016-007**

**FROM:** David Hill, Deputy Director of Transit Operations

A handwritten signature in blue ink that appears to read "D. Hill".

**DATE:** February 4, 2016

**POST UNTIL:** February 8, 2016

**SUBJECT:** Super Bowl 50 Special Service Fare Collection

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For Super Bowl 50 (SB 50), VTA will provide special trains and bus service to Levi's Stadium. Passengers will be screened before boarding and service will be provided only to persons with tickets to the game. VTA's EventTIK mobile app has been advertised as the only method of fare payment accepted. To board, customers must present BOTH an activated mobile fare AND their SB 50 ticket.

Using the EventTIK app customers may purchase up to six (6) SB 50 VTA Day Passes per mobile device at \$20.00 each. There is also a joint VTA/Caltrain SB 50 Day Pass on EventTIK which is being sold for \$40.00. Both versions of the EventTIK SB 50 Day Pass are valid for travel on any VTA train or bus, all day, on February 7, 2016. VTA coach operators are to press Key D to indicate "Mobile Ticket" for each EventTIK boarding.

There are no discounts on SB 50 Day Passes for youths, seniors or disabled riders. VTA Eco Passes, monthly passes, other passes, or Clipper are NOT valid on VTA service to SB 50.

VTA ambassadors will be available at SB 50 service boarding locations to assist SB 50 ticket holders with loading and activating the EventTIK app. In situations where a ticket holder does not have a functioning mobile device and their fare can't be covered by another person in their group, fare shall be collected as follows:

- On Express Route 251, the rider shall insert \$20.00 into the farebox and the coach operator shall dump the fare and issue a Courtesy Express Day Pass.
- At the Mountain View Light Rail Station, VTA ambassadors will guide riders to purchase a special \$20.00 SB 50 Day Pass paper ticket from ticket vending machines located outside the secured area.
- At SB 50 Light Rail Stations where ticket vending machines are located inside the security perimeter, security personnel shall escort SB 50 ticket holders to purchase their \$20.00 SB 50 Day Pass paper ticket from a ticket vending machine.

NOTE: Special SB 50 Day Pass tickets will only be available from ticket vending machines at SB 50 Light Rail Stations. Tickets will be available for sale beginning Saturday, but are only valid on game day: **Sunday, February 7, 2016**.

VTA Customer Service has also distributed a very small number of special SB 50 day pass tickets on hard plastic cards. An illustration of these cards, along with illustrations of EventTIK screens and the special SB 50 Day Pass paper ticket, is presented on the next page.

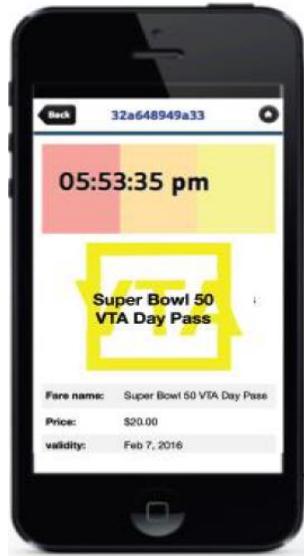
Please contact your supervisor if you have any questions.

EventTIK

**Super Bowl 50**

**VTA Day Pass**

**Single Fare**



**Valid mobile fare displays a color changing icon and the current time.**

EventTIK

**Super Bowl 50**

**VTA/Caltrain Day Pass**

**Group Fare for Two Riders**



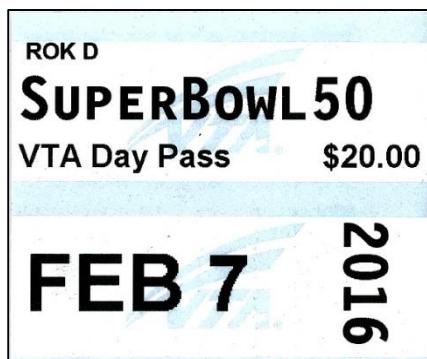
**Valid mobile fare displays a color changing icon and the current time.**

Ticket Vending Machine

**Super Bowl 50**

**VTA Day Pass**

**Single Fare**



**Paper Ticket**

Customer Service

**Super Bowl 50**

**VTA Day Pass**

**Group Fare for Two**



**White Plastic Card**

## **REIMBURSEMENT AGREEMENT FOR TRANSIT SERVICES PROVIDED FOR LEVI'S® STADIUM EVENTS**

This **REIMBURSEMENT AGREEMENT** ("Agreement") by and between Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("Stadium Manager") having its principal place of business at 4949 Marie P. DeBartolo Way, Santa Clara, CA 95054, and the Santa Clara Valley Transportation Authority, ("VTA"), a California special district having its principal place of business at 3331 North First Street, San Jose, CA 95134, is made and entered into as of May 1, 2022 ("Effective Date"). For purposes of this Agreement, Stadium Manager and VTA may each be referred to individually as a "Party" and may be collectively referred to as the "Parties."

### **Recitals**

**WHEREAS**, the Santa Clara Stadium Authority ("SCSA") built Levi's® Stadium in Santa Clara (the "Stadium"), which it owns and is operated by Stadium Manager;

**WHEREAS**, VTA is a transportation authority that runs a light rail service with stops at or near the Stadium;

**WHEREAS**, VTA maintains a regular schedule of light rail service on weekdays, weekends and holidays, and puts into use a certain number of light rail trains and operators to meet the service needs of its riders while maintaining its regular schedule ("Regular Service");

**WHEREAS**, Stadium Manager, on behalf of the promoter or licensee associated with the Stadium events, desires to have, and VTA desires to provide, augmented light rail service over and above the Regular Service for concerts and special events held at the Stadium (collectively, "Stadium Events") between the dates of May 1, 2022 through April 30, 2023 (the "Term");

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which are hereby acknowledged, and in conformance with VTA's Special Events Policy, Policy No. OPS-PL-0004, the Parties agree as follows:

### **Agreement**

#### **1. Augmented Light Rail Service**

In exchange for the consideration as described in Section 2, below, VTA agrees to provide augmented light rail service ("Augmented Service") for requested Stadium Events as described in the attached Augmented Service schedule ("Exhibit A"), as well as any other Stadium Events scheduled during the Term, as mutually agreed to by Stadium Manager and VTA.

Notwithstanding the description of the Augmented Service herein, VTA reserves its right, as a transportation authority, to make reasonable modifications to its Augmented Service plan to efficiently and effectively serve the transit needs of its riders. These reasonable modifications, whether they result in greater or lesser service to the Stadium Events, will not affect the amount of payment set forth in Section 2, below.

In the event that Augmented Service is unavailable for requested Stadium Events as described in the attached Augmented Service Schedule, as well as any other Stadium Events scheduled during the Term, VTA will provide supplemental bus service<sup>1</sup> at no cost to the Stadium Manager. VTA reserves in its right to determine the appropriate level of supplemental bus service to provide for the Stadium Events.

## **2. Payment**

In exchange for the Augmented Service, as described in Section 1, above, Stadium Manager shall pay to VTA the amounts specified in the attached 2022-2023 fee schedule (“**Exhibit B**”), within 30 days of receipt of a valid invoice from VTA for such Augmented Service.

## **3. Additional Stadium Events**

(a) Scheduling. The Parties acknowledge that the Stadium Events described in Exhibit A reflect those Stadium Events currently known to be scheduled during the Term, and that, from time to time, additional Stadium Events may be scheduled during this timeframe, including without limitation concerts and other sporting or special events (“Additional Stadium Events”). Stadium Manager must notify VTA, in writing (email sufficient to actually notify the proper VTA officials is acceptable) at least 30 days prior to any Additional Stadium Event(s) at which Stadium Manager requires Augmented Service or other notice period as agreed to in writing by the Parties, and provide VTA with the expected attendance for such Additional Stadium Event(s). Any event in which attendance is expected to be less than 15,000 people shall not be considered an Additional Stadium Event, and VTA is not obligated to provide Augmented Service for such events.

(b) Payment. In exchange for VTA’s provision of Augmented Service for any Additional Stadium Event(s) as requested by Stadium Manager, Stadium Manager will pay to VTA those amounts set forth in Exhibit B, depending on the number of extra trains required for the Additional Stadium Event(s), within 30 days of the receipt of an invoice from VTA for such Augmented Service.

(c) Event Cancellation. Stadium Manager shall have the right to cancel any

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<sup>1</sup> Supplemental bus service will include VTA buses to the Stadium from the Milpitas BART station and the Mountain View Caltrain Station with post-event bus service from the Stadium to Milpitas BART station and the Mountain View Caltrain Station.

requested Augmented Service for canceled events by providing VTA notice of such cancellation (email sufficient to actually notify the proper VTA officials is acceptable) a minimum of 14 days prior to such Stadium Event or Additional Stadium Event. VTA acknowledges that no compensation will be due to VTA for such canceled events.

#### **4. Warranties and Representations.**

(a) By Stadium Manager. Stadium Manager represents and warrants to VTA that the Stadium Manager is a limited liability company in good standing under the laws of the State of Delaware and is duly authorized to transact business in the State of California, with full power and authority to enter into and fully perform its obligations under this Agreement. The execution and delivery of this Agreement on behalf of Stadium Manager has been duly authorized, and no consent or approval of any other person or entity is required for execution of and performance by Stadium Manager of this Agreement

(b) By VTA. VTA represents and warrants to Stadium Manager the following:

(i) VTA is a transportation authority in good standing under the laws of the State of California and is duly authorized to transact business in the State of California with full power and authority to enter into and fully perform its obligations under this Agreement. The execution and delivery of this Agreement on behalf of VTA has been duly authorized by VTA and, no consent or approval of any other person or entity is required for execution of and performance by VTA of this Agreement.

(ii) Neither this Agreement nor anything required to be done hereunder by VTA violates any corporate charter, contract, or other document to which VTA is a party or by which it is otherwise bound.

#### **5. Termination**

(a) Default. If either Party defaults in the performance of, or compliance with, any term or condition of this Agreement, the other Party may terminate this Agreement by written notice. Termination of this Agreement shall be effective thirty (30) days from the date of receipt of such notice, unless, within thirty (30) days after receipt of such notice, the defaulting Party has corrected the default or if such default is capable of correction, has taken timely and reasonable steps to correct and will complete such correction within another thirty (30) days.

(b) Insolvency or Bankruptcy. If either Party files a petition in bankruptcy or is adjudicated as bankrupt, or if a petition in bankruptcy is filed against a Party, or if a Party becomes insolvent, makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if a Party discontinues its business or if a receiver is appointed for it or its business, the other Party shall have the right to terminate this Agreement effective upon giving of notice to insolvent/bankrupt Party.

(c) Notice. All notices required or permitted to be made under this paragraph 5 shall be in writing and shall be deemed properly delivered on the earlier of actual receipt or three days after the date deposited in the U.S. Mail, by certified mail, return receipt requested, or by recognized overnight delivery service with signature required (e.g., FedEx, UPS) addressed as follows:

If to Stadium Manager:

Forty Niners Stadium  
Management Company LLC  
Attn: Legal Affairs  
4949 Marie P. DeBartolo  
Way Santa Clara, CA 95054

If to VTA:

Santa Clara Valley  
Transportation Authority  
Attn: General Counsel  
3331 North First Street  
San Jose, CA 95134  
with a courtesy copy to the  
Chief Financial Officer

## 6. Miscellaneous Provisions.

(a) Relationship of Parties. Stadium Manager and VTA shall at all times be independent contractors with respect to each other, and this Agreement shall not constitute either as the agent, partner, or legal representative of the other for any purpose whatsoever.

(b) Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights upon any person other than the Parties.

(c) Waiver. The failure by either Party to exercise any right, power or option given to it by this Agreement, or to insist upon strict compliance with the provisions of this Agreement, shall not constitute a waiver of the provisions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the provisions hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

(d) Severability. Should any provision of this Agreement be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated, and it is hereby declared the intention of the Parties that they would have executed the other provisions of this Agreement without including therein any such provisions which may for any reason be hereafter determined invalid.

(e) Force Majeure. Neither Party shall be liable for failure to comply with any of

the terms or conditions of this Agreement when such failure to comply has been caused by fire, war, insurrection, labor disturbances, work stoppages, terrorism, government restrictions, natural disasters, weather, or acts of God beyond the reasonable control of the Parties, provided the Party so affected gives prompt and reasonable notice to the other.

(f) Headings. The Paragraph and Section headings in this Agreement are for convenience only and shall not be used in the interpretation nor considered part of this Agreement.

(g) Entire Agreement and Effect. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. All representations and negotiations relative to the matters contemplated by this Agreement are merged herein, and there are no contemporaneous understandings or agreements relating to the matters set forth herein other than those incorporated herein.

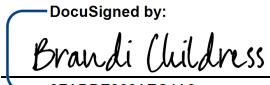
(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions.

(i) Amendments/Modification. This Agreement may not be amended or modified except by written document signed by both Parties.

(j) Execution in Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the Effective Date.

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

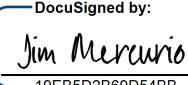
DocuSigned by:  
By:   
8FADDE366AEC4A0...  
**Brandi Childress**  
General Manager

Brandi Childress  
Chief of Staff to the GM  
signing on behalf of Carolyn Gonot

Date: 5/4/2022

DS  


**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**

DocuSigned by:  
By:   
19F5BD2B69D54BB...  
**Jim Mercurio**  
Executive Vice President and General Manager

Date: 5/4/2022

**Approved as to Form on Behalf of the Santa Clara Valley Transportation Authority**

DocuSigned by:  
By:   
19F5BD2B69D54BB...  
**Shannon Smyth-Mendoza**  
Sr. Assistant Counsel

Date: 5/3/2022

## Exhibit A

### Augmented Light Rail Service

Date	Event	Estimated Attendance	Start Time	Estimated End Time
Sunday, May 15, 2022	Coldplay concert	50,000	7:00 PM	11:00 PM
Saturday, July 2, 2022	Grupo Firme concert	45,000	8:00 PM	11:00 PM
Friday, July 29, 2022	Red Hot Chili Peppers concert	50,000	6:30 PM	11:00 PM
Saturday, August 27, 2022	The Weeknd concert	50,000	6:30 PM	11:00 PM
Saturday, October 8, 2022	Elton John concert	45,000	8:00 PM	11:00 PM
Sunday, October 9, 2022	Elton John concert	45,000	8:00 PM	11:00 PM

**Exhibit B**  
**2022-2023 Fee Schedule for Levi's® Stadium Events**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event<sup>(1)</sup></u></b>
Ten or More	\$71,028
Up to Nine	\$49,173
Up to Five	\$27,319 <sup>(2)</sup>

- (1) Additional Fees of the lesser of \$63,654 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$252 per hour for eight hours per train (\$252\*8\*number of trains).
- (2) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains in order to efficiently, effectively, or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (3) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

**AMENDMENT NO. 1**  
**TO REIMBURSEMENT AGREEMENT FOR TRANSIT SERVICES PROVIDED FOR**  
**SAN FRANCISCO 49ERS EVENTS**  
**BETWEEN**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**  
**AND**  
**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

**1. Parties and Date.**

This Amendment No. 1 to the Reimbursement Agreement for Transit Services Provided For San Francisco 49ers Events (“Agreement”) by and between the Forty Niners Stadium Management Company LLC (“Stadium Manager”) and the Santa Clara Valley Transportation Authority with its principal place of business at 3331 North First Street, San Jose, CA 95134 (“VTA”) is effective on August 1, 2023 (“Effective Date”). Stadium Manager and VTA are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Agreement. Stadium Manager and VTA entered into an agreement titled “Reimbursement Agreement For Transit Services Provided for San Francisco 49ers Events” on August 1, 2022 (“Agreement”) for the purpose of Stadium Manager securing augmented light rail service as described in Section 1 of the Agreement, Augmented Light Rail Service, (“Augmented Service”) during the period of August 1, 2022 through July 31, 2023 (“Term”) for San Francisco 49ers NFL home games as well as certain other San Francisco 49ers events held at Levi’s® Stadium (collectively, the “Stadium Events”).

2.2 Amendment Purpose. Stadium Manager and VTA desire to amend the Agreement to extend the Term, to delete and replace Exhibit A in its entirety, and, to delete and replace Exhibit B in its entirety.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 6(i) of the Agreement.

**3. Terms.**

3.1 Amendment. The term of this Agreement is hereby amended to begin on August 1, 2022 and terminate on July 31, 2026 (the “Term”).

3.2 Amendment: Exhibit A is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit A-1, Augmented Light Rail Service, which is attached hereto and incorporated herein by this reference.

3.3 Amendment: Exhibit B is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit B-1, Fee Schedule for Team Events, which is attached hereto and incorporated herein by this reference.

**3.4 Continuing Effect of Other Provisions.** Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term “Reimbursement Agreement” or “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

**3.5 Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

**3.6 Severability.** If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

*Approved By:*

DocuSigned by:



Francine Hughes  
EVP and General Manager

4/28/2023

Date

**SANTA CLARA VALLEY TRANSIT  
AUTHORITY**

DocuSigned by:



Carolyn Goffot  
General Manager

4/28/2023

Date

Approved as to Form on Behalf of the Santa Clara Valley Transportation Authority

DocuSigned by:

By:   
Shannon Smyth-Mendoza  
Deputy General Counsel

**AMENDED**  
**EXHIBIT A-1**  
**AUGMENTED LIGHT RAIL SERVICE**

The Events currently known by Stadium Manager are listed in the chart below.<sup>1</sup> For all additional Events scheduled by Stadium Manager during the Term, Stadium Manager will follow the provisions set forth in Section 3, Additional Stadium Events, of the Agreement to schedule Augmented Services.

Date	Event	Estimated Attendance	Game Start Time	Estimated Game End Time
TBD	49ers Preseason Football (Opponent TBD)	TBD	TBD	TBD
TBD	49ers Preseason Football (Opponent TBD)	TBD	TBD	TBD
TBD	49ers vs. Cardinals	TBD	TBD	TBD
TBD	49ers vs. Rams	TBD	TBD	TBD
TBD	49ers vs. Seahawks	TBD	TBD	TBD
TBD	49ers vs. Cowboys	TBD	TBD	TBD
TBD	49ers vs. Giants	TBD	TBD	TBD
TBD	49ers vs. Ravens	TBD	TBD	TBD
TBD	49ers vs. Bengals	TBD	TBD	TBD
TBD	49ers vs. Buccaneers	TBD	TBD	TBD

\*In the event that Augmented Service is unavailable on the dates listed in this Exhibit A-1, VTA will provide mutually agreed upon supplemental bus service to the events listed herein, at no cost to the Stadium Manager.

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1 Please note this is a tentative schedule and the order of opponents and games may change following the release of the official 2023-2024 NFL season schedule. Stadium Manager will notify VTA of the details of the season schedule following release of the season schedule.

AMENDED  
EXHIBIT B-1  
FEE SCHEDULE FOR TEAM EVENTS

Stadium Manager will compensate VTA in accordance with the fees set forth in the following tables and provisions for the specified period within the Term of the Agreement:

1. **For the period of August 1, 2023 through July 31, 2024:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event <sup>(1)</sup></u></b>
Ten or More	\$71,028
Up to Nine	\$49,173
Up to Five	\$27,319 <sup>(2)</sup>

- (1) Additional Fees of the lesser of \$63,654 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$252 per hour for eight hours per train (\$252\*8\*number of trains).
- (2) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (3) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

2. **For the period of August 1, 2024 through July 31, 2025:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event <sup>(1)</sup></u></b>
Ten or More	\$73,159
Up to Nine	\$50,648
Up to Five	\$28,139 <sup>(2)</sup>

- (1) Additional Fees of the lesser of \$65,564 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$260 per hour for eight hours per train (\$260\*8\*number of trains).
- (2) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.

Reimbursement Agreement (NFL Events)  
Amendment No. 1

by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/ or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.

(3) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

3. **For the period of August 1, 2025 through July 31, 2026:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event (1)</u></b>
Ten or More	\$75,354
Up to Nine	\$52,167
Up to Five	\$28,983 <sup>(2)</sup>

(1) Additional Fees of the lesser of \$67,531 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$268 per hour for eight hours per train (\$268\*8\*number of trains).

(2) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/ or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.

(3) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

**AMENDMENT NO. 2**  
**TO REIMBURSEMENT AGREEMENT FOR TRANSIT SERVICES PROVIDED FOR**  
**SAN FRANCISCO 49ERS EVENTS**  
**BETWEEN**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**  
**AND**  
**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

**1. Parties and Date.**

This Amendment No. 2 to the Reimbursement Agreement for Transit Services Provided For San Francisco 49ers Events (“Agreement”) by and between the Forty Niners Stadium Management Company LLC (“Stadium Manager”) and the Santa Clara Valley Transportation Authority with its principal place of business at 3331 North First Street, San Jose, CA 95134 (“VTA”) is effective on August 1, 2024 (“Effective Date”). Stadium Manager and VTA are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. Recitals.**

2.1 Agreement. Stadium Manager and VTA entered into an agreement titled “Reimbursement Agreement For Transit Services Provided for San Francisco 49ers Events” on August 1, 2022 (“Agreement”) for the purpose of Stadium Manager securing augmented light rail service as described in Section 1 of the Agreement, Augmented Light Rail Service, (“Augmented Service”) during the period of August 1, 2022 through July 31, 2023 (“Term”) for San Francisco 49ers NFL home games as well as certain other San Francisco 49ers events held at Levi’s® Stadium (collectively, the “Stadium Events”). The Parties previously executed Amendment No. 1 to the Agreement dated August 1, 2023 (“Amendment No. 1”).

2.2 Amendment Purpose. Stadium Manager and VTA desire to amend the Agreement to delete and replace Exhibit A-1 in its entirety and to delete and replace Exhibit B-1 in its entirety.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 6(i) of the Agreement.

**3. Terms.**

3.1 Amendment. Exhibit A-1 is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit A-2, Augmented Light Rail Service, which is attached hereto and incorporated herein by this reference.

3.2 Amendment. Exhibit B-1 is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit B-2, Fee Schedule for Team Events, which is attached hereto and incorporated herein by this reference.

3.3 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Agreement remain in full force and effect  
Reimbursement Agreement (NFL Events)  
Amendment No. 2

and shall govern the actions of the parties under this Amendment No. 2. From and after the Effective Date of this Amendment No. 2, whenever the term "Reimbursement Agreement" or "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 2 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

*Approved By:*

DocuSigned by:



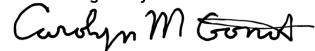
Francine Hughes  
EVP and General Manager

9/11/2024

Date

**SANTA CLARA VALLEY TRANSIT  
AUTHORITY**

DocuSigned by:



D2267F28DC0541F...  
Carolyn Gonot  
General Manager

9/10/2024

Date

Approved as to Form on Behalf of the Santa Clara Valley Transportation Authority

DocuSigned by:  
By:   
Judith Propp  
VTA Counsel

**AMENDED  
EXHIBIT A-2  
AUGMENTED LIGHT RAIL SERVICE**

The Events currently known by Stadium Manager are listed in the chart below.<sup>1</sup> For all additional Events scheduled by Stadium Manager during the Term, Stadium Manager will follow the provisions set forth in Section 3, Additional Stadium Events, of the Agreement to schedule Augmented Services.

Date	Event	Estimated Attendance	Game Start Time	Estimated Game End Time
August 18, 2024	NFL Game – Saints	65,000	5:20 PM	10:20 PM
September 9, 2024	NFL Game – Jets	65,000	1:05 PM	5:05 PM
September 29, 2024	NFL Game – Patriots	65,000	5:15 PM	9:15 PM
October 6, 2024	NFL Game – Cardinals	65,000	1:05 PM	5:05 PM
October 20, 2024	NFL Game – Kansas City	65,000	1:25 PM	5:25 PM
October 27, 2024	NFL Game – Cowboys	65,000	5:20 PM	9:20 PM
November 17, 2024	NFL Game – Seahawks	65,000	1:05 PM	5:05 PM
December 8, 2024	NFL Game – Bears	65,000	1:25 PM	5:25 PM
December 12, 2024	NFL Game – Saints	65,000	5:15 PM	9:15 PM
December 30, 2024	NFL Game – Lions	65,000	5:15 PM	10:15 PM

\*In the event that Augmented Service is unavailable on the dates listed in this Exhibit A-2, VTA will provide mutually agreed upon supplemental bus service to the events listed herein, at no cost to the Stadium Manager.

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<sup>1</sup> Please note this is the 2024-2025 NFL season schedule, which is subject to adjustment. Stadium Manager will notify VTA of the details of any adjustments to the season schedule.

AMENDED  
EXHIBIT B-2  
FEE SCHEDULE FOR TEAM EVENTS

Stadium Manager will compensate VTA in accordance with the fees set forth in the following tables and provisions for the specified period within the Term of the Agreement:

1. **For the period of August 1, 2024 through July 31, 2025:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event<sup>(1)</sup></u></b>
Ten or More	Not-to-Exceed Cap of \$73,159 <sup>(2)</sup>
Up to Nine	\$50,648
Up to Five	\$28,139 <sup>(3)</sup>

- (1) Additional Fees of the lesser of \$65,564 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$260 per hour for eight hours per train (\$260\*8\*number of trains).
- (2) For each train above nine, VTA will charge a fee of \$5,628 per train subject to this not-to-exceed cap.
- (3) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (4) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

2. **For the period of August 1, 2025 through July 31, 2026:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event<sup>(1)</sup></u></b>
Ten or More	Not-to-Exceed Cap of \$75,354 <sup>(2)</sup>
Up to Nine	\$52,167
Up to Five	\$28,983 <sup>(3)</sup>

- (1) Additional Fees of the lesser of \$67,531 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be

based on its marginal operating cost of \$268 per hour for eight hours per train (\$268\*8\*number of trains).

- (2) For each train above nine, VTA will charge a fee of \$ \$5,796 per train subject to this not-to-exceed cap.
- (3) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/ or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (4) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

**AMENDMENT NO. 1**  
**TO REIMBURSEMENT AGREEMENT FOR TRANSIT SERVICES PROVIDED FOR**  
**LEVI'S® STADIUM EVENTS**  
**BETWEEN**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**  
**AND**  
**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

**1. Parties and Date.**

This Amendment No. 1 to Reimbursement Agreement for Transit Services Provided For Levi's® Stadium Events ("Agreement") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and the Santa Clara Valley Transportation Authority with its principal place of business at 3331 North First Street, San Jose, CA 95134 ("VTA") shall be effective on May 1, 2023 ("Effective Date"). Stadium Manager and VTA are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. Stadium Manager and VTA entered into an agreement titled "Reimbursement Agreement For Transit Services Provided for Levi's® Stadium" on May 1, 2022 ("Agreement") for the purpose of Stadium Manager securing augmented light rail service as described in Section 1 of the Agreement, Augmented Light Rail Service, ("Augmented Service") during the period of May 1, 2022 through April 30, 2023 ("Term") for non-NFL related events held at Levi's® Stadium on behalf of the promoter or licensee of the event (the "Stadium Event").

2.2 Amendment Purpose. Stadium Manager and VTA desire to amend the Agreement to extend the Term, to delete and replace Exhibit A in its entirety, and, to delete and replace Exhibit B it its entirety.

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 6(i) of the Agreement.

**3. Terms.**

3.1 Amendment Term. The term of this Agreement is hereby amended to begin on May 1, 2022 and terminate on April 30, 2026 (the "Term").

3.2 Amendment Exhibit A: Exhibit A is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit A-1, Augmented Light Rail Service, which is attached hereto and incorporated herein by this reference.

3.3 Amendment Exhibit B: Exhibit B is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit B-1, Fee Schedule for Levi's® Stadium Events, which is attached hereto and incorporated herein by this reference.

**3.4 Continuing Effect of Other Provisions.** Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the Effective Date of this Amendment No. 1, whenever the term “Reimbursement Agreement” or “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

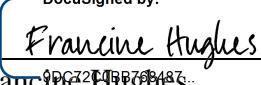
**3.5 Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

**3.6 Severability.** If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

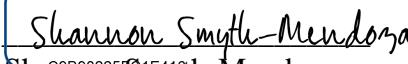
*Approved By:*

DocuSigned by:  
  
Francine Hughes  
99C2707B879A87  
EVP and General Manager  
4/28/2023  
Date

**SANTA CLARA VALLEY TRANSIT  
AUTHORITY**

DocuSigned by:  
  
Carolyn Gonot  
5794C57A77864E4  
General Manager  
4/28/2023  
Date

Approved as to Form on Behalf of the Santa Clara Valley Transportation Authority

DocuSigned by:  
By:   
Shannon Smyth-Mendoza  
69998285C1141A  
Deputy General Counsel

**AMENDED  
EXHIBIT A-1  
AUGMENTED LIGHT RAIL SERVICE**

The Events currently known by Stadium Manager are listed in the chart below. For all additional Events scheduled by Stadium Manager during the Term, Stadium Manager will follow the provisions set forth in Section 3, Additional Stadium Events, of the Agreement to schedule Augmented Services.

Date	Event	Estimated Attendance	Start Time	Estimated End Time
Saturday, May 6, 2023	San Jose Earthquakes vs. Los Angeles Football Club		4:30 PM	6:30PM
Friday, July 28, 2023	Taylor Swift Concert		6:30 PM	TBD
Saturday, July 29, 2023	Taylor Swift Concert		6:30 PM	TBD
Wednesday, August 30, 2023	Beyonce Concert		7:00 PM	TBD
Saturday, September 16, 2023	Ed Sheeran Concert		6:00 PM	TBD

AMENDED  
EXHIBIT B-1  
FEE SCHEDULE FOR LEVI'S® STADIUM EVENTS

Stadium Manager will compensate VTA in accordance with the fees set forth in the following tables and provisions for the specified period within the Term of the Agreement:

1. For the period of May 1, 2023 through April 30, 2024:

<u>Number of Extra Trains/Operators Specified in Exhibit A</u>	<u>Fees per Event (1)</u>
Ten or More	\$71,028
Up to Nine	\$49,173
Up to Five	\$27,319 <sup>(2)</sup>

- (1) Additional Fees of the lesser of \$63,654 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$252 per hour for eight hours per train (\$252\*8\*number of trains).
- (2) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (3) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

2. For the period of May 1, 2024 through April 30, 2025:

<u>Number of Extra Trains/Operators Specified in Exhibit A</u>	<u>Fees per Event (1)</u>
Ten or More	\$73,159
Up to Nine	\$50,648
Up to Five	\$28,139 <sup>(2)</sup>

- (1) Additional Fees of the lesser of \$65,564 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$260 per hour for eight hours per train (\$260\*8\*number of trains).
- (2) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may

deploy additional trains to efficiently, effectively, and/ or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.

(3) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

3. **For the period of May 1, 2025 through April 30, 2026:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event (1)</u></b>
Ten or More	\$75,354
Up to Nine	\$52,167
Up to Five	\$28,983 <sup>(2)</sup>

(1) Additional Fees of the lesser of \$67,531 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$268 per hour for eight hours per train (\$268\*8\*number of trains).

(2) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/ or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.

(3) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

**AMENDMENT NO. 2**  
**TO REIMBURSEMENT AGREEMENT FOR TRANSIT SERVICES PROVIDED FOR**  
**LEVI'S® STADIUM EVENTS**  
**BETWEEN**  
**FORTY NINERS STADIUM MANAGEMENT COMPANY LLC**  
**AND**  
**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

**1. Parties and Date.**

This Amendment No. 2 to the Reimbursement Agreement for Transit Services Provided For Levi's® Stadium Events ("Agreement") by and between the Forty Niners Stadium Management Company LLC ("Stadium Manager") and the Santa Clara Valley Transportation Authority with its principal place of business at 3331 North First Street, San Jose, CA 95134 ("VTA") shall be effective on August 1, 2024 ("Effective Date"). Stadium Manager and VTA are sometimes individually referred to as "Party" and collectively as "Parties."

**2. Recitals.**

2.1 Agreement. Stadium Manager and VTA entered into an agreement titled "Reimbursement Agreement For Transit Services Provided for Levi's® Stadium" on May 1, 2022 ("Agreement") for the purpose of Stadium Manager securing augmented light rail service as described in Section 1 of the Agreement, Augmented Light Rail Service, ("Augmented Service") during the period of May 1, 2022 through April 30, 2023 ("Term") for non-NFL related events held at Levi's® Stadium on behalf of the promoter or licensee of the event (collectively, the "Stadium Events"). The Parties previously executed Amendment No. 1 to the Agreement dated May 1, 2023 ("Amendment No. 1").

2.2 Amendment Purpose. Stadium Manager and VTA desire to amend the Agreement to delete and replace Exhibit A-1 in its entirety and to delete and replace Exhibit B-1 in its entirety.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 6(i) of the Agreement.

**3. Terms.**

3.1 Amendment Term. Exhibit A-1 is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit A-2, Augmented Light Rail Service, which is attached hereto and incorporated herein by this reference.

3.2 Amendment. Exhibit B-1 is hereby deleted in its entirety and replaced in its entirety with the Amended Exhibit B-2, Fee Schedule for Team Events, which is attached hereto and incorporated herein by this reference.

3.3 Continuing Effect of Other Provisions. Except as amended by Amendment No. 1 and this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the

Effective Date of this Amendment No. 2, whenever the term “Reimbursement Agreement” or “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.5 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 1 to be executed by their respective authorized representatives.

**FORTY NINERS STADIUM  
MANAGEMENT COMPANY LLC**

*Approved By:*

DocuSigned by:



Francine Hughes  
EVP and General Manager

9/5/2024

Date

**SANTA CLARA VALLEY TRANSIT  
AUTHORITY**

DocuSigned by:



Carolyn Gonot  
General Manager

9/3/2024

Date

Approved as to Form on Behalf of the Santa Clara Valley Transportation Authority

By:   
Judith Propp  
VTA Counsel

**AMENDED  
EXHIBIT A-2  
AUGMENTED LIGHT RAIL SERVICE**

The Events currently known by Stadium Manager are listed in the chart below. For all additional Events scheduled by Stadium Manager during the Term, Stadium Manager will follow the provisions set forth in Section 3, Additional Stadium Events, of the Agreement to schedule Augmented Services.

Date	Event	Estimated Attendance	Start Time	Estimated End Time
TBD	TBD	TBD	TBD	TBD

**AMENDED  
EXHIBIT B-2  
FEE SCHEDULE FOR LEVI'S® STADIUM EVENTS**

Stadium Manager will compensate VTA in accordance with the fees set forth in the following tables and provisions for the specified period within the Term of the Agreement:

**1. For the period of May 1, 2024 through April 30, 2025:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event<sup>(1)</sup></u></b>
Ten or More	Not-to-Exceed Cap of \$73,159 <sup>(2)</sup>
Up to Nine	\$50,648
Up to Five	\$28,139 <sup>(3)</sup>

- (1) Additional Fees of the lesser of \$65,564 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$260 per hour for eight hours per train (\$260\*8\*number of trains).
- (2) For each train above nine, VTA will charge a fee of \$5,628 per train subject to this not-to-exceed cap.
- (3) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (4) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

**2. For the period of May 1, 2025 through April 30, 2026:**

<b><u>Number of Extra Trains/Operators Specified in Exhibit A</u></b>	<b><u>Fees per Event<sup>(1)</sup></u></b>
Ten or More	Not-to-Exceed Cap of \$75,354 <sup>(2)</sup>
Up to Nine	\$52,167
Up to Five	\$28,983 <sup>(3)</sup>

- (1) Additional Fees of the lesser of \$67,531 or reasonable estimate of actual costs per Stadium Event will apply if light rail service is required from/to the Stadium beyond the hours published in VTA's light rail schedule. VTA's estimate of actual costs will be based on its marginal operating cost of \$268 per hour for eight hours per train (\$268\*8\*number of trains).
- (2) For each train above nine, VTA will charge a fee of \$5,796 per train subject to this not-to-exceed cap.

- (3) If VTA, in its reasonable discretion, determines that a certain Stadium Event requires more than an additional five trains based on anticipated attendance at the Stadium Event provided by the Stadium Manager and projected ridership for the Stadium Event, then VTA may deploy additional trains to efficiently, effectively, and/ or safely serve the transit needs of the riders. In such an event, VTA will charge the Stadium Manager the applicable fee set forth in the schedule above.
- (4) VTA will not charge the Stadium Manager for supplemental bus service for any Stadium Event for which Augmented Service is not available.

## VTA, Santa Clara County, and Levi's Stadium / San Francisco 49ers / NFL Are Circumventing Federal Law—and Diverting Millions from Daily Transit

~\$20 million diverted locally. ~\$180 million a year nationwide.

*The Private-Public Partnership framework proposed by Pronto Corporation eliminates the diversion of funds and ensures compliance with the Federal Laws*

Public transit agencies like Santa Clara Valley Transportation Authority (VTA) were never meant to be special-event transportation providers for professional sports teams, concerts, or privately operated venues such as Levi's Stadium. Their mission—funded by federal, state, and local governments—is to deliver **reliable daily transportation** for work, school, healthcare, and essential services.

Federal law reflects that reality. The **FTA Charter Service Rule (49 CFR Part 604)** was enacted in 2008 to insulate public transit agencies from the pressure to operate special-event services at a loss, to ensure that scarce transit funding is **directed to daily service**, and to require that **private events be served by private transportation providers whenever possible**.

That private capacity exists in abundance.

### A Robust Private Industry Is Being Sidelined

The **Private Transit Services (PTS)** industry is a **\$31-billion-plus national market**, served by more than **15,000 licensed operators**. It is purpose-built to deliver special-event transportation—flexibly, efficiently, and **without public subsidy**.

Yet instead of relying on this industry, VTA, Santa Clara County, and Levi's Stadium management have increasingly adopted **workarounds that circumvent the Charter Rule**. These include eliminating premium fares so operating losses are absorbed by taxpayers and accepting funding from Levi's Stadium, the San Francisco 49ers and the National Football League.

The effect is predictable: **public funds intended for daily transit are quietly diverted to support private events**, while private operators are excluded from a market they are designed to serve.

### The Cost to Taxpayers Is Now Measurable

Using ten years of actual ridership data from Levi's Stadium, VTA carried **nearly two million special-event passenger trips** by bus and light rail between 2014 and 2024. Based on transit agencies' own financial disclosures, the public subsidy for a transit trip averages about **\$10 per passenger**.

That means taxpayers absorbed **approximately \$20 million** in operating subsidy for Levi's Stadium events alone. This data also provides a national benchmark. When total ticketed attendance at Levi's Stadium is compared against actual transit ridership, roughly **10% of special-event attendees** use public transit. Applying that observed rate nationwide shows that **at least \$180 million per year** in taxpayer funds are being diverted to subsidize professional sports and major entertainment events across the United States.

That money was never intended for that purpose.

## This Is Not Anti-Transit—It's Pro-Transit

This is not an argument against public transit. It is an argument for letting public transit do what it was created to do: **deliver and improve daily service for the general public.**

At the same time, it recognizes that private operators are best suited to serve private events—without losses, without subsidies, and without diverting public resources.

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## A Proven Private–Public Partnership Model Already Exists

More than a decade ago, we – Pronto Corporation - partnered with the San Francisco 49ers to operate **private, multi-city shuttle services** for home games and major events. These services were delivered by private operators, booked in advance, fully compliant with federal law, and scaled to meet demand.

Fans benefited.

Public agencies avoided losses.

Daily transit service was protected / insulated from losses associated with special event services.

This successful model provides a strong foundation for delivery of ALL special event transportation services and a **replicable national framework.**

Under this model:

- **Private operators serve special events first**, at market rates and without public subsidy
- **Private operators lease vehicles / drivers from public agencies if / once private capacity is exhausted**
- Agencies recover their costs and avoid operating losses
- Federal transit funding remains focused on daily service

This is exactly the balance the Charter Rule was designed to achieve.

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## Call to Action – VTA, Santa Clara County, Levi's Stadium / San Francisco 49ers / NFL

### *Embrace the Pronto-proposed private-public partnership framework*

The alternative is continued circumvention—quietly shifting costs to taxpayers while daily riders face service cuts and reliability challenges.

Public transit should serve the public.

Private events should be served by private operators.

Federal law has made that distinction clear. It is time for VTA and other agencies to comply with it—or risk the loss of federal funding intended for daily transit services.

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## Author's Note / Boilerplate (for end of Op-Ed)

Pronto Corporation, founded more than 20 years ago, has provided group and student transportation services in the San Francisco Bay Area since 2005 and nationwide since 2017. Pronto has operated fan shuttle services for San Francisco 49ers home games, major concerts, collegiate athletics, and large public events. On behalf of the Private

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Transit Services industry, Pronto Corporation has proposed a private-public partnership framework to VTA, Santa Clara County, and Levi's Stadium to ensure full compliance with federal law ahead of upcoming Super Bowl and FIFA events—without disruption to fans.

**From:** Kumar Shah <kumar>  
**Sent:** Wednesday, December 31, 2025 8:11 AM  
**To:** edit.features  
**Subject:** RE: Op-Ed Submission: Transit Agencies Are Breaking Federal Law—and It's Costing Taxpayers \$500M a Year  
**Attachments:** WSJ Op-Ed 12-31-2025 v1.pdf

Dear Opinion Editor,

I am submitting a **revised version** of my previously shared op-ed addressing the growing use of public transit agencies to provide special-event transportation for professional sports and major entertainment venues.

This updated draft incorporates **new data analysis based on ten years of actual ridership records from Levi's Stadium**, one of the most transit-served venues in the country. That data allows for a conservative but concrete estimate of the taxpayer impact—showing that roughly **10% of special-event attendees use public transit**, resulting in **at least \$180 million per year nationally** in public subsidy for special-event transportation.

The revision also sharpens the policy focus. Rather than framing the issue as isolated violations, it explains how public agencies, local governments, and major league franchises have adopted **structural workarounds that circumvent the intent of the FTA Charter Service Rule (49 CFR Part 604)**—diverting funds intended for daily transit service and shortchanging a private market that Congress explicitly sought to protect.

The op-ed concludes with a constructive alternative, based on our **firsthand experience operating private, federally compliant shuttle services for San Francisco 49ers games**, demonstrating that special-event transportation can be delivered without public subsidy or disruption to daily transit.

I appreciate your consideration and would be happy to provide any supporting data or clarification.

Respectfully,  
**Kumar Shah**  
President & CEO  
Pronto Corporation  
San Jose, California



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**From:** Kumar Shah  
**Sent:** Wednesday, December 17, 2025 9:40 PM  
**To:** 'edit.features' <edit.features>

**Subject:** Op-Ed Submission: Transit Agencies Are Breaking Federal Law—and It's Costing Taxpayers \$500M a Year

**Importance:** High

Dear WSJ Op-Ed Editor,

I am submitting this op-ed – appended below – for your consideration:

**“Transit Agencies Are Breaking Federal Law—and It’s Costing Cities and Taxpayers \$500 Million a Year.”**

The piece addresses a largely overlooked national issue: the widespread operation of unlawful special-event transit services by public agencies, in violation of the Federal Transit Administration’s Charter Service Rule. These practices are quietly draining an estimated \$500 million annually from public transit funding that should be improving daily service.

Drawing on more than two decades of experience in private and event-based transportation, including work with professional sports franchises and large-scale public events, the op-ed explains why the law exists, why enforcement has lagged, and how a compliant, private-led model can restore funding discipline while improving the fan experience.

I am the founder and CEO of Pronto Corporation (Accelar, Inc.), a transportation and mobility services company operating nationwide through a network of more than 6,700 affiliated operators and with a unique ‘click-and-mortar’ business model leveraging our strengths in Internet technologies and real-world group transportation operations.

I would be happy to provide any additional background or answer questions.

Thank you for your consideration.

Sincerely,

**Kumar Shah**

CEO, Pronto Corporation

San Jose, California

kumar

408.472.5662 (mobile)

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**Transit Agencies Are Breaking Federal Law—and It’s Costing Cities and Taxpayers \$500 Million a Year**

*Unlawful special-event transit is siphoning hundreds of millions from funding meant to improve daily service.*

Across the United States, public transit agencies are operating special-event transportation services that federal law expressly prohibits them from providing—and doing so at a cost of roughly \$500 million a year in operating losses borne by cities and taxpayers.

The Federal Transit Administration (FTA) funds public agencies to deliver general-purpose transit: daily bus and rail service that connects people to work, school, healthcare, and essential services. Those funds may not be used for charter services, including special-event transportation that is restricted to ticket holders, priced separately, or subsidized by third parties such as sports teams, venues, or event organizers.

Yet that is precisely what is happening nationwide.

Instead of focusing on their core mission, transit agencies are subsidizing special-event transportation—services the law prohibits them from operating—while diverting scarce public funding away from the daily riders who depend on it.

## Why the Federal Transit Administration (FTA) Charter Rule Exists

This is not a regulatory gray area.

The **FTA Charter Service Rule (49 CFR Part 604)** was created to ensure that charter services—including special-event transportation—are delivered by private operators in an open, competitive marketplace, not by publicly subsidized agencies.

The rule is clear. Public transit agencies:

- May not operate charter services when private operators are willing and able
- Must notify registered private operators before offering any such service
- Must withdraw if private operators step forward

The purpose is straightforward: protect public transit funding, encourage private-sector competition, and prevent market distortion caused by government-subsidized operations.

When agencies ignore this rule—as many have since its refinement in 2008—they are not only violating federal law; they are unlawfully blocking private operators from providing services the law explicitly reserves for them.

## The Market the Law Anticipated—And That Already Exists

The private sector is not the problem. It is the solution the law anticipated.

Since deregulation in the early 1980s, the Private Transit Services (PTS) industry—operators of motorcoaches, buses, shuttles, vans, and related services—has grown into a \$30-billion-plus national industry, delivering nearly five billion passenger trips annually using more than 360,000 vehicles nationwide.

This industry was built by entrepreneurs, family-owned operators, and regional companies that specialize in exactly what special-event transportation requires:

- Surge capacity
- Time-specific routing
- Demand forecasting
- Hospitality-grade service
- Technology-enabled booking and dispatch

Corporate shuttle programs for companies such as Apple, Google, Meta, Microsoft, and Genentech demonstrate that private operators routinely manage transportation volumes comparable to major sporting events—**reliably, efficiently, and profitably**.

## Proof Point: When the Rule Is Followed, It Works

This model is not theoretical.

More than a decade ago, **Pronto** and the **San Francisco 49ers** partnered to design and operate private, multi-city shuttle services for home games and major events, serving communities not covered by local transit. These

services were delivered by private operators, booked online, operated at scale, and fully compliant with federal law.

They worked.

Fans experienced seamless, event-specific transportation with advance booking, confirmed seating, and a social, fan-centric experience that began well before kickoff.

It proved a simple principle: special events deserve special journeys—not a daily commute experience.

### **The Cost of Ignoring the Rule**

When transit agencies continue to operate special-event services unlawfully, the consequences are predictable:

- Operating losses accumulate year after year
- Public transit funding is diverted from daily riders
- Private operators are unlawfully excluded from the marketplace

At a national level, the result is hundreds of millions of dollars annually siphoned away from the very services public transit was created to provide.

### **A Call to Action**

The path forward is clear, but it requires leadership.

#### **To the Federal Transit Administration:**

Enforce the Charter Service Rule consistently and transparently. The law already exists; what is missing is follow-through. Enforcement would immediately stem hundreds of millions in annual losses.

#### **To Transit Agencies:**

Do not cave to political pressure to operate special-event transportation at the expense of your core mission. Continuing willful violations risks federal funding and undermines public trust.

#### **To City Governments and Regional Authorities:**

Get on the right side of federal law. Stop the unlawful drain of \$500 million a year and redeploy that funding to improve daily transit service.

#### **To Venues, Teams, and Event Organizers:**

Do not be parties to ongoing violations of federal law. Partner with operators built for events, not commutes. Compliance and fan experience are aligned—not in conflict.

#### **Ready to Help—Nationwide**

On behalf of the Private Transit Services industry, Pronto stands ready.

With a cloud-based booking platform and a nationwide network of **6,700+ affiliated operators representing more than 40% of U.S. private transit capacity**, Pronto—and the broader PTS industry—has the scale, ingenuity, and entrepreneurial drive to deliver lawful, seamless special-event mobility across the country.

Partner with us.

End the unlawful subsidies.

Reclaim the funding.

Unleash the Private Transit Services industry to deliver special-event mobility services.

And let public transit focus on the mission it was created to serve.



# Pronto Journeys

Safe. Dependable. Comfortable.



Group Transportation since 2005

60K+ Trips. 2.4M+ Passengers.

100% Injury-free

**RATING: 4.93 / 5.0**



**Kumar Shah, President**

+1-650-249-7418

Kumar@ProntoJourneys.com

84 W Santa Clara St, Ste 700  
San Jose, CA 95113

## How Transit Agencies, Cities and Pro Sports Circumvent Federal Transit Law—and Divert \$180 Million a Year from Daily Riders

Public transit agencies were created—and federally funded—to provide daily transportation: getting people to work, school, healthcare, and essential services. They were never intended to function as transportation providers for professional sports events, concerts, or privately operated venues.

Federal law reflects that distinction.

Yet across the country, it is increasingly being circumvented.

The Federal Transit Administration's Charter Service Rule (49 CFR Part 604) was enacted in 2008 to insulate public transit agencies from pressure to operate special-event transportation, to ensure that federal transit funding is directed to daily service, and to require that private events be served by private transportation providers whenever such providers are ready and able.

That private capacity exists in abundance. The Private Transit Services (PTS) industry is a **\$31-billion-plus national market**, served by thousands of licensed operators purpose-built to deliver special-event transportation efficiently and without public subsidy.

Yet many transit agencies, cities, and venue operators have adopted workarounds that preserve the appearance of compliance while undermining the law's purpose. These include eliminating or manipulating premium fares so losses are absorbed by public funding, accepting venue payments for certain services while deploying buses and rail interchangeably to meet demand, and structuring agreements that shift unrecovered costs onto taxpayers.

The result is predictable: public funds intended for daily transit are quietly diverted to support private events, while private operators are sidelined.

The scale of this diversion is now measurable.

Using ten years of actual ridership data from Levi's Stadium—one of the most transit-served venues in the country—public agencies carried nearly **two million special-event passenger trips** by bus and light rail between 2014 and 2024. Based on transit agencies' own financial disclosures, the public subsidy for a transit trip averages about **\$10 per passenger**. That translates into approximately **\$20 million** in operating subsidy for events at a single venue.

More importantly, this data provides a national benchmark. When total ticketed attendance at Levi's Stadium is compared against actual transit ridership, roughly **10% of special-event attendees** use public transit. Applying that observed rate nationally shows that **at least \$180 million per year** in taxpayer funding is being diverted to subsidize special-event transportation across the United States. That figure is conservative. It excludes higher rail subsidies in legacy systems, capital depreciation, and opportunity costs borne by daily riders.

This is not an argument against public transit. It is an argument for allowing public transit agencies to focus on the mission they were created to serve—delivering and improving daily service—while allowing private operators to do what they are designed to do: serve private events efficiently and at market rates.

There is a proven alternative.

Pronto Corporation partnered with the San Francisco 49ers to operate private, multi-city shuttle services for home games and major events. These services were delivered by private operators, booked in advance, fully compliant with federal law, and scaled to meet demand. Fans benefited. Public agencies avoided operating losses. Daily transit service was protected.

That experience provides a replicable national framework: private operators serve special events first; public agencies participate only if private capacity is exhausted and only in ways that do not impose losses or divert public funds.

The question is not whether special-event transportation will be provided. It is who pays for it—and who is allowed to provide it.

Federal law already answered that question. It is time for public transit agencies, Cities, NFL and other major sports leagues to comply with it.

## VTA, Santa Clara County, and Levi's Stadium / San Francisco 49ers / NFL Are Circumventing Federal Law—and Diverting Millions from Daily Transit

~\$20 million diverted locally. ~\$180 million a year nationwide.

*The Private-Public Partnership framework proposed by Pronto Corporation eliminates the diversion of funds and ensures compliance with the Federal Laws*

Public transit agencies like Santa Clara Valley Transportation Authority (VTA) were never meant to be special-event transportation providers for professional sports teams, concerts, or privately operated venues such as Levi's Stadium. Their mission—funded by federal, state, and local governments—is to deliver **reliable daily transportation** for work, school, healthcare, and essential services.

Federal law reflects that reality. The **FTA Charter Service Rule (49 CFR Part 604)** was enacted in 2008 to insulate public transit agencies from the pressure to operate special-event services at a loss, to ensure that scarce transit funding is **directed to daily service**, and to require that **private events be served by private transportation providers whenever possible**.

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Yet instead of relying on this industry, VTA, Santa Clara County, and Levi's Stadium management have increasingly adopted **workarounds that circumvent the Charter Rule**. These include eliminating premium fares so operating losses are absorbed by taxpayers and accepting funding from Levi's Stadium, the San Francisco 49ers and the National Football League.

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### The Cost to Taxpayers Is Now Measurable

Using ten years of actual ridership data from Levi's Stadium, VTA carried **nearly two million special-event passenger trips** by bus and light rail between 2014 and 2024. Based on transit agencies' own financial disclosures, the public subsidy for a transit trip averages about **\$10 per passenger**.

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---

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- Federal transit funding remains focused on daily service

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---

### Call to Action – VTA, Santa Clara County, Levi's Stadium / San Francisco 49ers / NFL

#### *Embrace the Pronto-proposed private-public partnership framework*

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### **Author's Note / Boilerplate (for end of Op-Ed)**

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Transit Services industry, Pronto Corporation has proposed a private-public partnership framework to VTA, Santa Clara County, and Levi's Stadium to ensure full compliance with federal law ahead of upcoming Super Bowl and FIFA events—without disruption to fans.

**From:** Kumar Shah <kumar>  
**Sent:** Tuesday, December 30, 2025 9:02 AM  
**To:** Cahill, Matthew (FTA); Charterservice, Ombudsman (FTA)  
**Subject:** Follow-Up to Advisory Opinion and Request for Immediate Review – Super Bowl 2026  
  
**Importance:** High

Dear Chief Counsel / Ombudsman,  
Accelar, Inc., doing business as Pronto Corporation, is a registered private charter transportation provider (FTA Charter Registration ID No. 6643). We acknowledge receipt of FTA's recent advisory opinion and respectfully submit this follow-up to identify additional compliance issues requiring prompt review.

In addition to the matters previously raised, VTA has now produced documentation showing that it issued a charter service notification to private operators in 2017 for special-event bus services at Avaya Stadium. However, VTA has not produced—and appears not to have issued—comparable charter service notifications for special-event services it continues to provide at PayPal Park and SAP Center.

This raises significant concerns under 49 CFR Part 604, particularly where event-specific bus services are provided without notice to willing and able private charter operators.

Accordingly, we respectfully request FTA's review and guidance on the following:

**a. Selective Charter Notifications**

Whether a public transit agency may issue Charter Rule notices for certain venues or events (e.g., Avaya Stadium) while continuing to provide similar special-event services at other venues (e.g., PayPal Park and SAP Center) without notice to private operators.

**b. Substitution and Circumvention**

Whether the substitution of supplemental bus services for constrained rail capacity, combined with reimbursement structures that exclude buses, undermines the protections of the Charter Service Rule.

**c. Grant Purpose and Cost Allocation**

Whether the use of federally funded transit assets and operating subsidies for event-specific services—without full cost recovery—is consistent with grant purpose restrictions. Based on conservative assumptions, VTA has likely operated **10–15 million special-event transit trips since 2014**, resulting in **\$120 million or more in unrecovered public subsidy**—and possibly far more.

**d. Statutory Authority and Equal Access**

Whether VTA possesses statutory authority to enter into event-specific service agreements with private venue operators, and if so, whether comparable access must be afforded to licensed private charter providers.

**e. Super Bowl 2026**

VTA is publicly advertising special-event services for Super Bowl events scheduled for February 2026, yet has not issued Charter Rule notices nor sought an exemption. Given the proximity of the event, we respectfully request that FTA issue guidance or determinations on these matters expeditiously.

Pronto stands ready, willing, and able to provide compliant charter services for all such events without public subsidy.

Respectfully,

Kumar Shah

President & CEO

Accelar, Inc. (d/b/a Pronto)

FTA Charter Provider ID No. 6643



# Pronto Journeys

Safe. Dependable. Comfortable.



Group Transportation since 2005

60K+ Trips. 2.4M+ Passengers.

100% Injury-free

**RATING: 4.93 / 5.0**



**Kumar Shah, President**

+1-650-249-7418

Kumar@ProntoJourneys.com

84 W Santa Clara St, Ste 700  
San Jose, CA 95113

**From:** Kumar Shah <kumar>  
**Sent:** Friday, December 19, 2025 1:24 PM  
**To:** Melissa Lee  
**Subject:** FW: Pronto Express™ Framework — Lawful, Demand-Responsive Special-Event Mobility (Acti  
**Attachments:** Pronto Express Executive Brief 12-18-2025.pdf; Pronto Express - Position Paper - 12-18-2025.pdf  
  
**Importance:** High

## Forwarding to the correct email address...

---

**From:** Kumar Shah <kumar>  
**Sent:** Thursday, December 18, 2025 1:00 PM  
**To:** Gonot, Carolyn <carolyn.gonot@>; michelle.garza <michelle.garza>; VTA Board Secretary <board.secretary>; Dagang, Deborah <deborah.dagang>; mayorandcouncil; jed; jed.york; francine.hughes; Charterservice, Ombudsman (FTA) <ombudsman.charterservice>; mayor  
**Cc:** Cahill, Matthew (FTA) <matthew.cahill>; Kumar Shah <kumar>; pr  
**Subject:** Pronto Express™ Framework — Lawful, Demand-Responsive Special-Event Mobility (Acti  
**Importance:** High

To:

- VTA : Carolyn Gonot, President / GM; Michelle Garza, Executive Assistant to the GM, Board Secretary, Deborah Dagang, Chief Planning Officer
- City of Santa Clara : Mayor and Council Members
- Levi's Stadium / 49ers : Jed York / CEO, Francine Hughes, EVP of Operations
- FTA : Ombudsman for Charter Services, Matthew Cahill, Chief Counsel

I am sharing with you two documents for your immediate review:

1. **Pronto Express™ Executive Brief** (attached)
2. **Pronto Express™ Position Paper** (attached)

Together, these documents present a clear, FTA Charter Rule compliant, and immediately deployable framework for special-event mobility—one that moves all stakeholders onto the **Right Side of Federal Law** while delivering a far better experience for fans.

As detailed in the materials, public-agency operation of special-event transportation constitutes *charter service* under the Federal Transit Administration's Charter Service Rule (49 CFR Part 604) when services are event-restricted, separately priced, or funded by third parties. Continued operation of such services exposes agencies, host jurisdictions, venues, and event organizers to unnecessary legal, financial, and reputational risk—while diverting millions of dollars from core daily transit services.

**Pronto Express™** provides a forward-looking solution. It is a demand-responsive orchestration platform—analogous to Uber for the Private Transit Services industry—that captures demand in advance and dynamically deploys private capacity where and when it is needed. The result is lawful, scalable special-event mobility that replaces uncontrolled, frenzied crowd handling with **pre-planned, calm, stress-free journeys**.

This is not a theoretical proposal. Pronto has already demonstrated this model in the Bay Area in partnership with the San Francisco 49ers, serving more than **100,000 fans** through compliant, private operations. The attached infographic summarizes the contrast between the current unlawful model and the Pronto Express™ approach.

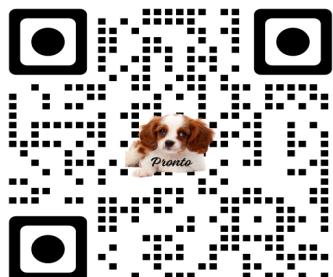
**We are requesting the following:**

- VTA Team : Alignment with the Charter Service Rule and withdrawal from unlawful public-agency special-event operations
- VTA / Levi's Stadium / 49ers / City of Santa Clara : Immediate engagement to transition to a compliant, demand-responsive model
- FTA : For regulators, timely enforcement actions—including issuance of a cease-and-desist order where warranted—to prevent further violations

Pronto Express™ is ready to be implemented immediately. The Private Transit Services industry has the capacity. The law is clear. What remains is coordinated action.

We are available to meet promptly to walk through the framework and next steps.

Sincerely,  
**Kumar Shah**  
President & CEO  
Pronto Corporation  
[kumar](mailto:kumar@ProntoJourneys.com)  
408.472.5662



Scan me to watch me in action

**Pronto Journeys**  
Safe. Dependable. Comfortable.

Group Transportation since 2005  
60K+ Trips. 2.4M+ Passengers.  
100% Injury-free

**RATING: 4.93 / 5.0**

★★★★★

Kumar Shah, President  
+1-650-249-7418  
Kumar@ProntoJourneys.com  
84 W Santa Clara St, Ste 700  
San Jose, CA 95113

Pronto vehicles shown: a large white bus, a smaller white bus, a white and blue shuttle bus, a white and blue van, and a white and blue minivan.

## Pronto Express™ Executive Brief

### From Cattle-Class, Uncontrolled, Frenzied Service to Pre-Planned, Calm, Stress-Free Journeys

*Pronto Express delivers Unforgettable Experiences and Memorable Journeys.*

*Pronto leads transit agencies, cities, venues, leagues, and regulators from an unlawful, unprofitable present to the Right Side of Federal Law—and a forward-looking, progressive future.*



#### Purpose

This Executive Brief summarizes the Pronto Express™ framework for stakeholders across regulators (FTA), government, transit agencies, venues, leagues, and event organizers. It distills the legal, operational, and experiential case for transitioning special-event mobility from unlawful, loss-making public operations to a lawful, demand-responsive private model.

#### The Issue

Public transit agencies across the U.S., including in the San Francisco Bay Area, have been operating special-event transportation services that constitute *charter service* under federal law. These services are often restricted to event attendees, priced separately, and funded by third parties such as venues and teams.

Under the Federal Transit Administration's Charter Service Rule (49 CFR Part 604), public agencies must withdraw from such services when qualified private operators are willing and able to provide them.

Despite this clear legal framework, many agencies have continued operating special-event transit for years, generating substantial operating losses and diverting funding away from daily transit riders.

---

### The Cost of Inaction

- Approximately **\$500M annually nationwide** in operating losses tied to unlawful special-event transit
- **Millions of dollars annually in the Bay Area** diverted from daily service improvements
- **More than 420 million fans and attendees every year** are impacted by congestion, uncertainty, and degraded event-day experiences
- Growing legal, financial, and reputational exposure for agencies, cities, venues, and leagues
- Risk of abrupt service disruption if enforcement occurs without planning

---

### Why the Public Transit Model Fails for Special Events

Public agencies operate on fixed routes, fixed schedules, fixed capacity, and no advance visibility into demand. This model is appropriate for daily commuting—but fundamentally mismatched to episodic, surge-driven events. The result is congestion, bottlenecks, underutilized assets, and a crowd-control experience that treats fans as throughput rather than guests.

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### The Pronto Express™ Solution

Pronto Express™ is the **demand-responsive orchestration platform** for special-event mobility—playing the same role for the Private Transit Services (PTS) industry that Uber plays for ridesharing.

Rather than guessing demand, Pronto Express captures it in advance through online booking, confirmed seating, and event-specific routing. Capacity is dynamically assembled from a nationwide network of private operators—deployed where and when it is needed.

Key attributes:

- Fully compliant with federal law
- Demand-responsive, not fixed
- Scalable across regions and venues
- Fan-centric by design

---

### Proof Point: Pronto + San Francisco 49ers

More than a decade ago, Pronto partnered with the San Francisco 49ers to deliver private, multi-city shuttle services for home games and major events.

Results:

- **100,000+ Bay Area fans served repeatedly**
- Advance booking and confirmed seating
- Private, fully compliant operations
- Zero disruption to public transit

---

This partnership validated that special-event mobility can be delivered lawfully, efficiently, and with a superior fan experience.

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## What Changes with Pronto Express™

- Fans enjoy pre-planned, calm, stress-free journeys
- Congestion and choke points are reduced
- Public agencies refocus on daily service
- Venues and teams gain predictability and compliance
- Private operators compete and innovate openly

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## Call to Action

Pronto Express™ moves all stakeholders—including **regulators (FTA)**—onto the **Right Side of the Federal Law** while delivering a modern, exciting, and fan-centric experience.

We urge:

- **FTA** to issue a **cease-and-desist order immediately** and enforce the Charter Service Rule
- **Transit agencies** to withdraw from unlawful special-event operations
- **Cities and counties** to protect public funds and daily riders
- **Venues and leagues** to adopt compliant, demand-responsive solutions

Pronto Express™ is forward-looking, progressive, and built for the future of live events—where the journey is social, comfortable, predictable, and part of the experience itself.

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## About Pronto

Pronto operates a cloud-based mobility platform and works with a nationwide network of more than **6,700 affiliated transportation providers**, representing over **40% of U.S. private event-mobility capacity**. Together, they deliver lawful, scalable, fan-centric mobility solutions—anytime, anywhere, nationwide.

## Pronto Express™

From Cattle-Class, Uncontrolled, Frenzied Service to Pre-Planned, Calm, Stress-Free Journeys

Pronto Express delivers Unforgettable Experiences and Memorable Journeys.

Pronto leads transit agencies, cities, venues, leagues, and regulators from an unlawful, unprofitable present to the Right Side of Federal Law—and a forward-looking, progressive future.



## Executive Summary

### Purpose

This Position Paper presents the **Pronto Express™ Private–Public Special-Event Mobility Framework** for regulators, transit agencies, host jurisdictions, venues, teams, leagues, and event organizers. It provides a practical, lawful, and immediately deployable path to transition special-event transportation away from unlawful public-agency operations—without disruption—while dramatically improving the fan journey.

### The Problem

Across the United States—and acutely in the San Francisco Bay Area—public transit agencies have increasingly taken on **special-event transportation services** for professional sports, concerts, and large public events. These services are often:

- restricted to event attendees,
- priced separately from regular service, and/or
- funded or reimbursed by third parties such as teams, venues, and event organizers.

Under federal law, these services constitute **charter service**.

The **Federal Transit Administration's Charter Service Rule (49 CFR Part 604)** prohibits public transit agencies from operating charter services when qualified private operators are willing and able to provide them. The rule requires agencies to notify registered private operators and to withdraw if private capacity exists.

Despite this clear framework, many agencies—including the **Santa Clara Valley Transportation Authority (VTA)**—have continued to operate special-event transportation for years, generating operating losses, diverting resources from daily riders, and exposing stakeholders to escalating legal and reputational risk.

### **The Cost of Non-Compliance**

The consequences are substantial and growing:

- Approximately **\$500 million annually nationwide** in operating losses associated with unlawful special-event transit operations.
- **Millions of dollars annually in the Bay Area** diverted from daily transit improvements.
- **More than 420 million attendees** each year impacted by congestion, uncertainty, bottlenecks, and degraded event-day journeys.
- Increased exposure for agencies, host jurisdictions, venues, teams, and leagues.
- Risk of abrupt disruption if enforcement occurs without a planned transition.

### **Why Enforcement Is Inevitable—and Disruption Is Optional**

The Charter Service Rule exists to prevent public agencies from subsidizing episodic, commercially viable services at the expense of their core mission while excluding private operators from the marketplace.

As scrutiny increases and enforcement resumes—as it inevitably will—public agencies may be forced to withdraw from special-event operations suddenly. When that happens without planning, fans, venues, and host jurisdictions bear the consequences.

Disruption, however, is not inevitable.

What is missing today is not capacity, technology, or expertise—but **advance planning and alignment with federal law**.

### **The Market the Law Intended—and That Already Exists**

The Charter Service Rule was designed to enable an open, competitive market for charter and special-event services. That market exists.

Since deregulation of the industry in the early 1980s, the **Private Transit Services (PTS) industry**—operators of motorcoaches, buses, shuttles, vans, and related services—has grown into a **\$30+ billion national industry**, delivering nearly **five billion passenger trips annually** with more than **360,000 vehicles** nationwide.

This industry is purpose-built for:

- surge demand,
- time-specific routing,
- capacity planning,
- hospitality-grade experiences, and
- technology-enabled booking and dispatch.

#### **A Proven Bay Area Proof Point**

The private-led model is not theoretical. It has already worked in the Bay Area.

More than a decade ago, **Pronto partnered with the San Francisco 49ers** to design and operate private, multi-city shuttle services for home games and major events at Levi's Stadium. Over time:

- **100,000+ Bay Area fans** used these services repeatedly,
- seats were booked in advance and confirmed,
- services were delivered by private operators at scale, and
- operations were compliant with federal law.

This experience validated a simple principle:

**special events deserve special journeys—not a daily commute experience.**

#### **The Pronto Express™ Framework**

This paper presents Pronto Express™—a demand-responsive special-event mobility solution that:

- moves all stakeholders onto the **Right Side of Federal Law**,
- eliminates loss-making public-agency special-event operations,
- reduces congestion and choke points,
- improves predictability and safety, and
- delivers a modern, fan-centric journey.

Pronto Express™ operates as the **Uber-layer for the PTS industry**—connecting fans to private operator capacity and deploying vehicles dynamically based on advance demand.

#### **Call to Action**

The path forward is clear:

- **FTA** must enforce the Charter Service Rule consistently and **issue cease-and-desist orders immediately where warranted**.
- **Transit agencies** must cease unlawful special-event operations and refocus resources on daily service.
- **Cities and counties** must protect public funds and require compliant mobility plans.
- **Venues, teams, and leagues** must stop relying on unlawful public-agency services and adopt compliant, demand-responsive solutions.

Pronto Express™ is ready. The PTS industry is ready. The law is clear.

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What remains is leadership.

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## PART I — THE LAW & THE FAILURE

### 1. What Federal Law Requires

The FTA provides financial assistance to public transit agencies to operate **general-purpose public transportation** serving the mobility needs of the public at large.

Federal law distinguishes between:

- **public transit** (broadly available, regular service); and
- **charter service** (event-specific, rider-restricted, often third-party funded).

This distinction is codified in the **FTA Charter Service Rule (49 CFR Part 604)**.

Under the rule, special-event service constitutes **charter service** when it is:

- provided to a defined group (event attendees),
- priced separately or marketed as event-specific service, and/or
- funded or reimbursed by a third party (teams, venues, event organizers).

When qualified private operators are willing and able to provide these services, public agencies must **step aside**.

### 2. The Charter Rule's Core Requirements

The rule establishes a clear compliance framework:

- **Notice requirement:** agencies must notify registered private charter operators before offering charter-classified services.
- **Right of first refusal / withdrawal:** if private operators express interest and capability, agencies must withdraw.
- **Narrow exceptions:** limited exceptions exist (e.g., emergencies), but do not apply to planned special-event services.

The rule's intent is explicit: prevent public subsidies from distorting private markets, preserve public funds for daily transit, and encourage competition and innovation in charter and special-event services.

### 3. What Has Been Happening Instead

Despite the clarity of the rule, many agencies have continued operating special-event transportation for years:

- without issuing required notices,
- while excluding private operators, and
- while absorbing operating losses.

This has persisted due to political pressure, inertia, and inconsistent enforcement. The result is systemic non-compliance.

### 4. Financial Consequences

Public agencies are not structured to operate episodic, surge-driven services efficiently. Even with premium fares and reimbursements, special-event services frequently operate at a loss because:

- labor and equipment utilization is inefficient outside event windows,
- scheduling conflicts disrupt regular service, and

- capital assets are diverted from core operations.

Nationally, these losses approach **\$500 million per year**, draining resources intended for daily transit improvements.

## 5. Market Distortion and Unlawful Exclusion

Non-compliance creates a second-order effect: **unlawful exclusion of private operators**.

The Charter Rule was designed to create an open, competitive marketplace. When agencies operate unlawfully, they crowd out private investment, suppress innovation, and undermine the market the law intended to foster.

---

## PART II — BAY AREA CASE STUDY

### VTA, Santa Clara County, and Special-Event Transit

#### 6. Scope of Special-Event Transit in Santa Clara County

Since the opening of **Levi's Stadium in 2014**, VTA has operated special-event transit services for major venues, including:

- Levi's Stadium (49ers, concerts, international events)
- SAP Center (Sharks, concerts, large events)
- PayPal Park (Earthquakes, major matches, concerts)

These services are routinely event-specific, separately marketed, and funded or reimbursed by third parties.

#### 7. Why These Services Constitute Charter Service

Under 49 CFR Part 604, special-event services qualify as charter service when they are:

- restricted to attendees,
- outside regular transit patterns, and/or
- funded by third parties.

These conditions have been present for events at the venues listed above for more than a decade.

#### 8. Record of Notice, Denial, and Continued Operation (2015–2025)

This is not a case of inadvertent error. It reflects a documented pattern of notice, denial, and continued operation.

##### Initial Notice and Denial (2015)

In **2015**, Pronto raised concerns that VTA's Levi's Stadium special-event services constituted charter service. VTA denied that characterization, asserting the services were part of scheduled transit.

FTA reviewed the issue and in **May 2015** indicated it **intended to issue a cease-and-desist order**. Yet VTA continued operating the services.

##### Compounding the Violation: Third-Party Funding Agreements

Over subsequent years, VTA entered into multiple agreements with:

- Levi's Stadium

- the San Francisco 49ers
- the NFL

Under these agreements, VTA received **direct third-party funding** for special-event services—evidence that is conclusive under the Charter Rule.

#### **9. Renewed Notice and Refusal to Engage (October–December 2025)**

In **October 2025**, Pronto again notified VTA and requested compliance. VTA refused to meet, stating it was **“busy for the next three to four months.”**

This response reflects deliberate non-engagement on a compliance issue requiring prompt resolution.

#### **10. Continued Advertising and Operation After Notice**

After receiving explicit notice, VTA continued advertising and operating special-event services, including for the **December 14 home game**, without issuing required notices or withdrawing. Each event constitutes a separate violation.

#### **11. Venue and League Silence**

Levi's Stadium and 49ers executive leadership—including **Jed York (CEO)** and **Francine Hughes (EVP of Operations)**—received documentation of the Charter Rule issues and requests for a meeting. These requests have not been acknowledged.

#### **12. FTA Inaction to Date**

Pronto provided FTA with third-party funding agreements and renewed requests for an advisory opinion and enforcement. As of the date of this paper, FTA has not responded.

#### **13. A Pattern, Not an Isolated Failure**

Taken together, the record reflects:

- continued unlawful operation after notice,
- host jurisdiction awareness,
- venue silence, and
- regulatory delay.

This pattern has one consistent outcome: unlawful exclusion of private operators and diversion of resources from daily transit.

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#### **PART III — PRONTO EXPRESS™**

##### **The Demand-Responsive Orchestration Layer for Special-Event Mobility**

#### **14. What Pronto Express™ Really Is**

Pronto Express™ is the digital orchestration platform that connects fans to the full capacity of the PTS industry—at scale and in compliance with federal law.

Pronto Express plays the same role for special-event mobility that Uber plays for ridesharing:

- Uber orchestrates drivers.
- Pronto Express orchestrates private operators.

Pronto's motto: **anytime, anywhere, nationwide.**

## 15. Why the Public Transit Model Fails for Special Events

Public agencies operate fixed routes, fixed capacity, fixed stops, and fixed schedules with no advance demand visibility. That's appropriate for commuting, but mismatched to surge-driven events—creating bottlenecks, waste, and losses.

## 16. The Pronto Express™ Model: Demand Comes First

Pronto Express captures demand in advance through online booking. Fans reserve seats; demand becomes known by origin, route, and time. Pronto Express then deploys capacity dynamically from across the PTS network.

## 17. Pronto Express™ as the Uber-Layer for PTS

The PTS industry has scale but historically lacked a unifying orchestration layer. Pronto Express is that layer—aggregating capacity, matching demand, optimizing dispatch, and enabling reliable operations at event scale.

## 18. Platform Architecture

Pronto Express provides:

- Fan booking portal (advance reservations, confirmed seating)
- Operator interface (demand forecasting, committed capacity)
- System intelligence (capacity pooling, dynamic allocation, compliance monitoring)

## 19. Proof Point: Pronto + 49ers

Pronto's 49ers partnership served **100,000+ fans** repeatedly through private, compliant, multi-city services—demonstrating the platform thesis: when demand is known, capacity can be orchestrated efficiently.

## 20. Scaling Across the Bay Area

Pronto Express can extend immediately to all corridors currently served by public-agency event transit and beyond—unconstrained by public fleet ownership or agency boundaries.

## 21. Capacity Is Already There

Pronto's network includes **6,700+ affiliates** representing **40%+ of national private capacity**, spanning motorcoaches, minibuses, Sprinters, and accessible vehicles.

## 22. Economic and System Impact

Replacing unlawful public operations with demand-responsive private orchestration:

- eliminates operating losses,
- restores public focus to daily transit, and

- unlocks private investment and innovation.

### **23. Why Pronto Express™ Is the Only Viable Transition Path**

A compliant transition must be immediate, scalable, fan-centric, non-disruptive, and market-based. Pronto Express meets all five.

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## **PART IV — TRANSITION BLUEPRINT & CALL TO ACTION**

### **From Unlawful Operations to a Lawful, Fan-Centric Future**

#### **24. The Transition Imperative**

Delay increases exposure. Each additional event operated unlawfully compounds financial losses, legal risk, and the probability of abrupt, forced change.

Pronto Express provides a ready-now solution that moves all stakeholders onto the **Right Side of Federal Law**—without disruption.

#### **25. Transition Objectives**

The transition is designed to achieve:

- Immediate legal alignment
- Elimination of unlawful operations
- Zero disruption for fans
- Relief of congestion and choke points
- Restoration of daily transit focus
- A modern, fan-centric journey experience

#### **26. Transition Framework (Phased; not time-bound)**

##### **Phase 1 — Formal Alignment**

- Acknowledge Charter Rule applicability
- Withdraw from prohibited special-event operations
- Stop advertising future services absent required notices
- Align around a compliant private-led model

##### **Phase 2 — Demand Visibility and Capacity Orchestration**

- Open event booking portals
- Capture advance demand by origin/route/time
- Deploy capacity dynamically from the PTS network
- Coordinate communications with venues and teams

##### **Phase 3 — Seamless Service Continuity**

- Operate primary event mobility via Pronto Express
- Adjust capacity to actual demand
- Coordinate venue and fan communications
- Fully disengage public agencies from prohibited services

**Phase 4 — Full Demand-Responsive Operations**

- Establish Pronto Express as system of record
- Optimize routes and deployments continuously
- Expand to additional venues and regions

**27. Stakeholder Responsibilities**

**FTA**

- Enforce the Charter Service Rule consistently
- Issue advisory opinions without delay
- Issue cease-and-desist orders immediately where warranted

**Transit Agencies (VTA and others)**

- Cease unlawful special-event operations
- Withdraw from charter-classified services
- Redirect resources to daily service improvements

**City & County of Santa Clara**

- Protect public funds and residents
- Require compliant mobility plans for hosted events

**Venues, Teams, Event Organizers**

(Levi's Stadium/49ers; SAP Center/Sharks; PayPal Park/Earthquakes)

- Stop relying on unlawful public-agency services
- Adopt compliant demand-responsive solutions
- Communicate clearly with fans

**PTS Industry**

- Compete openly
- Deliver capacity where and when needed
- Innovate around experience, safety, and reliability

**28. Why Pronto Express™ Is the Right Solution**

Pronto Express is the operating system for special-event mobility—aggregating national capacity, matching demand, reducing choke points, replacing crowd control with planned journeys, and getting all stakeholders onto the **Right Side of Federal Law**.

**29. The Future Fan Journey**

With Pronto Express:

- Fans book in advance
- Seats are confirmed
- Fans travel with neighbors and fellow supporters
- Routes are designed around the event

- Arrival and departure are predictable, social, comfortable, and fun

This is mobility as experience—not transit as containment.

### **30. Final Call to Action**

End unlawful special-event transit operations. Reclaim lost funding. Restore daily transit focus. Unleash the PTS industry. Deliver special events the journeys they deserve.

Pronto Express is ready. The PTS industry is ready. The law is clear.

What remains is leadership—now, not later.

**From:** Amy King <amyking285>  
**Sent:** Thursday, January 8, 2026 10:19 AM  
**To:** VTA Board Secretary  
**Subject:** [EXTERNAL] Request to Restore Peak-Hour Service on VTA Route 89  
  
**Categories:** SEND TO BOARD MEMBERS

You don't often get email from amyking285. [Learn why this is important](#)

**CAUTION: This Message originated from outside VTA. Do not click links or open attachments unless you recognize the sender and know the content is safe!**

Dear VTA Board of Directors,

I am writing to express my concerns regarding the recent service changes to Route 89, which I rely on daily to commute to my job at the VA Palo Alto. I board at the El Camino and Page Mill stop, and since October 2025 the commute has become increasingly difficult due to the elimination of extra peak-hour trips. These changes were implemented without any rider feedback, and they have had a significant impact on those of us who depend on this route.

The new schedule effective January 12, 2026 has made the situation even more challenging. The adjustments appear to be based on Caltrain timing, assuming that all Route 89 riders transfer from Caltrain. However, many of us—including VA employees and veterans—do not. My tour of duty begins at 7:30 a.m., yet the updated schedule now has the bus arriving at VA Palo Alto at 7:33 a.m. This is unworkable for the majority of riders. Many veterans also have 7:30 a.m. lab and clinic appointments, and these schedule changes make it nearly impossible for them to arrive on time. It is unreasonable to expect riders to take the 6:38 a.m. bus and wait almost an hour. It's disheartening to see veterans who served this country being put in such a difficult situation.

The return trip presents similar issues. The afternoon buses now run at 3:48 p.m. and then not again until 4:29 p.m. As a result, I am often forced to take the DB or 104 express bus and pay an additional \$2.50 despite having a VTA monthly pass.

Given the essential services provided at the VA and the number of employees and veterans who rely on Route 89, I respectfully request that VTA restore peak-hour service—at minimum between 7:00–8:30 a.m. and 4:00–5:00 p.m. These adjustments would greatly improve accessibility and ensure that riders can reach their workplaces and appointments on time.

Thank you for your attention to this matter. I hope VTA will reconsider these changes and support the needs of the community that depends on this route.

Sincerely,

Amy

**From:** Amy King <amyking285>  
**Sent:** Thursday, January 8, 2026 10:19 AM  
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Thank you for your attention to this matter. I hope VTA will reconsider these changes and support the needs of the community that depends on this route.

Sincerely,

Amy

Rosemary Greenlaw  
110 Hobson Street  
San Jose, CA 95110  
Email: [rbgreenlaw](mailto:rbgreenlaw)  
Mobile: (408) 206-4905

8 January 2026

*Via Email:* [board.secretary](#)

Board of Directors  
Santa Clara Valley Transportation Authority (VTA)  
3331 N. First Street  
San Jose, CA 95134

RE: Public Comment for 8 January 2026 Meeting  
Improprieties by Transit Security Advisory Committee (TSAC)

Members of the Board:

I am commenting publicly and requesting corrective action to the removal approved at yesterday evening's Transit Security Advisory Committee (TSAC) meeting. I, Rosemary Greenlaw, was appointed as the TSAC At-Large Representative, and dutifully attended every meeting commencing on December 5, 2024. Therefore, I was surprised to hear at last evening's meeting that I was being summarily removed for lack of attendance, as I was not given the agenda or relevant documentation; I was denied notice and an opportunity to be heard prior to that action. My attendance (and active participation) was reflected in the minutes of prior meetings and any alternative meeting minutes that may indicate I was absent are erroneous; I can provide prior copies of meeting minutes and emails that include my presence and participation.

With my removal, TSAC has no active At-Large Representative, especially a representative such as myself, experienced with public transit use, issues, and safety concerns for riders and operators. Instead, it is apparent the appointed TSAC members take a back seat to the VTA's facilitators including Aston Greene, VTA's Chief of System Safety & Security and McCloud Transportation contractors located in Florida. After repeatedly requesting safety incident information since early last year, only recently was cursory data provided at the TSAC meetings. McCloud Transportation's plan is to mirror Bay Area Rapid Transit (BART) prohibition orders and safety protocols, although yesterday's TSAC meeting revealed there is a local ordinance, dating back to 2015, for conduct prohibitions established within Santa Clara County. Having used BART regularly, I have witnessed dangerous conduct and safety concerns, with no visible security or officers to intervene, and hope that VTA can do better.

As a disabled person, I requested accommodations for attending TSAC meetings, as noted in my letter of November 18, 2025, which was copied to this Board. My request was denied, without justification or due process rights. Note the TSAC Bylaws do not require in-person attendance, nor are committee members subject to the Brown Act.

I have expended considerable time and personal funds, all without any compensation, to advance VTA's and TSAC's mission. Therefore, I would appreciate and request a

response from this Board to my allegations of misconduct by TSAC and its facilitators in removing me from my appointed position.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "RG Greenlaw".

Rosemary Greenlaw  
Formerly Appointed TSAC At-large Representative

## MEMO



**To:** CCJPA Board Directors  
**From:** Robert Padgette, Managing Director  
**Date:** January 9, 2026  
**Subject:** Capitol Corridor Service Disruption: Train 535 Trespasser Incident – Richmond, CA

CAPITOL CORRIDOR  
JOINT POWERS AUTHORITY  
2150 WEBSTER STREET  
3RD FLOOR  
OAKLAND, CA 94612  
(V) 510.464.6995  
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[www.capitolcorridor.org](http://www.capitolcorridor.org)

This memo is regarding a Trespasser incident in the City of Richmond, CA that occurred on Thursday morning January 8, 2026.

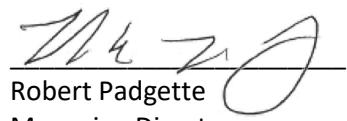
**Incident Summary:**

At around 11:20am, train 535 struck and fatally injured a trespasser approximately 300 feet North of Richmond Station in the City of Richmond. This incident did not occur on a public highway crossing at grade. Local police and fire responded to the scene along with Amtrak Management. There were no initial reports of injuries to 21 passengers or crew, and no reports of damage to equipment. BART provided mutual aid between Berryessa and Richmond, and the adjacent Main track 1 reopened at 12:51pm. Main track 2, where the incident occurred, reopened to all rail traffic at 3:25pm. The incident train was terminated at Richmond, and when the equipment was released and available, it was turned to originate as train 534 from Richmond. Other CCJPA train delays are detailed below.

**Associated CCJPA Train Delays:**

537 – One hour and terminated at Emeryville; passengers transferred to Train 539  
534 – One hour and originated at Richmond  
530 – Fifty minutes  
543 – Thirty minutes  
547 – Twenty minutes

If you have any questions, please feel free to reach out to Leo Sanchez, Deputy Managing Director at [LeoS](#).

  
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Robert Padgette  
Managing Director

Cc:

Robert Powers	Alicia Trost
Jeana Zelan	Byron Toma
Chris Gan	Steven Shatz
Bob Franklin	Kyle Gradinger, Caltrans Division of Rail and Mass Transit
Shane Edwards	SCG Members