

The County Connection

2477 Arnold Industrial Way Concord, CA 94520-5326 (925) 676-7500 www.cccta.org

BOARD OF DIRECTORS MEETING AGENDA

Thursday, October 20, 2011
9:00 a.m.

CCCTA Paratransit Facility Board Room
2477 Arnold Industrial Way
Concord, California

The CCCTA Board of Directors may take action on each item on the agenda. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the Board of Directors.

1. Call to Order/Pledge of Allegiance
2. Roll Call/Confirm Quorum
3. Public Communication
4. Consent Calendar
 - a. Approval of Minutes of Regular Meeting of September 15, 2011*
 - b. CalTIP JPA Revised Agreement*
Resolution No. 2012-008*
(The Resolution approves the amended Joint Powers Agreement forming the California Transit Systems Joint Powers Authority.)
5. Report of Chair

*Enclosure

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Moraga • Orinda • Pleasant Hill • San Ramon • Walnut Creek

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

6. Report of General Manager
 - a. Recognition of Employees of the First and Second Quarters, 2011
 - b. Report on APTA 2011 Annual Meeting & Expo
 - c. Status Report on Joint CCCTA/LAVTA Meeting
7. Report of Standing Committees
 - a. Marketing, Planning and Legislative Committee
(Committee Representative: Director Weir)
 - (1) MTC Transit Sustainability Project Update*
(The MP&L Committee recommends that the Board take no formal action at this time.))
 - b. Operations and Scheduling Committee
(Committee Chair: Director Horn)
 - (1) Dougherty Valley Agreement*
Resolution No. 2012-011*
(The Resolution authorizes the General Manager to enter into an agreement with the County for Dougherty Valley transit service.)
 - (2) Security Project Funding*
Resolution No. 2012-009 and Resolution No. 2012-010*
(The Resolutions authorize requests for allocations of Proposition 1B California Transit Security Grant Program Funds.)
8. Report from the Advisory Committee
9. Board Communication

Under this item, Directors are limited to providing information, asking clarifying questions about matters not on the agenda, responding to public comment, referring matters to committee or staff for information, or requesting a report (on any matter) be made at another meeting.
10. Adjournment

*Enclosure

General Information

Public Comment: Each person wishing to address the CCCTA Board of Directors is requested to complete a Speakers Card for submittal to the Clerk of the Board before the meeting convenes or the applicable agenda item is discussed. Persons who address the Board are also asked to furnish a copy of any written statement to the Clerk.

Persons who wish to speak on matters set for Public Hearings will be heard when the Chair calls for comments from the public. After individuals have spoken, the Public Hearing is closed and the matter is subject to discussion and action by the Board.

A period of thirty (30) minutes has been allocated for public comments concerning items of interest within the subject matter jurisdiction of the Board. Each individual will be allotted three minutes, which may be extended at the discretion of the Board Chair.

Consent Items: All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or a member of the public prior to when the Board votes on the motion to adopt.

Availability of Public Records: All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body, will be available for public inspection at 2477 Arnold Industrial Way, Concord, California, at the same time that the public records are distributed or made available to the legislative body. The agenda and enclosures for this meeting are posted also on our website at www.CCCTA.org.

Accessible Public Meetings: Upon request, CCCTA will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service so that it is received by CCCTA at least 48 hours before the meeting convenes. Requests should be sent to the Board Clerk, Janet Madrigal, at 2477 Arnold Industrial Way, Concord, CA 94520 or madrigal@cccta.org.

Shuttle Service: With 24-hour notice, a CCCTA LINK shuttle can be available at the North Concord BART station for individuals who want to attend the Board meetings. To arrange for the shuttle service, please call Mary Walker at 925/680-2068, no later than 24 hours prior to the start of the meeting.

Currently Scheduled Board and Committee Meetings

Board of Directors:	Thursday, November 17, 9:00 a.m., CCCTA Board Room
Administration & Finance:	Thursday, November 10, 9:00 a.m., Location to be determined
Advisory Committee:	Friday, November 11, 9:30 a.m., CCCTA Board Room
Marketing, Planning & Legislative:	Wednesday, November 2, 3:00 p.m., Pleasant Hill City Offices
Operations & Scheduling:	Friday, November 4, 9:00 a.m., Supervisor Uilkema's Lamorinda Office

The above meeting schedules are subject to change. Please check the CCCTA Website (www.CCCTA.org) or contact CCCTA staff at 925/676-1976 to verify date, time and location prior to attending a meeting.

This agenda is posted on CCCTA's Website (www.CCCTA.org) and at the CCCTA Administrative Offices, 2477 Arnold Industrial Way, Concord, California

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Agenda Item No. 4.a.

CCCTA BOARD OF DIRECTORS

MINUTES OF THE REGULAR MEETING September 15, 2011

CALL TO ORDER/ROLL CALL/CONFIRM QUORUM

Chair Hudson called the meeting to order at 9:00 a.m. Board Members present were Directors Andersen, Dessayer, Horn, Manning, Schroder, Simmons, Uilkema, Weir and Worth. Director Hoffmeister arrived after the meeting convened.

Staff: Ramacier, Chun, Glenn, Bowron, Casenave, Castro, Churchill, Lee, Madrigal, Mitchell, Moran, Muegge, Muzzini, Owens, Pellegrini, Perry, Powell, Toliver, Walton, C. Wright, M. Wright and Yang

Guests: Larry Glenn (AC Transit), Joel Self (retired from CCCTA) and Nancy Self

PUBLIC COMMUNICATION: There was no communication from the public.

CONSENT CALENDAR

Chair Hudson pulled agenda item No. 4(c), Caltrans Grant Resolution from the Consent Calendar for discussion by the Board.

MOTION: Chair Hudson moved approval of the remaining items on the Consent Calendar, consisting of the following: (a) Approval of Minutes of Regular Meeting of August 18, 2011; (b) CCCTA Investment Policy—Quarterly Reporting Requirement; and (d) Revised PERS Pretax Resolution No. 2012-004. Director Horn seconded the motion and it received the following vote of approval.

Aye: Directors Andersen, Dessayer, Horn, Hudson, Manning, Schroder, Simmons, Uilkema, Weir and Worth

No: None

Abstain: None

Absent: Director Hoffmeister

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Caltrans Grant Resolution

In response to a question from Director Dessayer, Anne Muzzini, Director of Planning and Marketing, advised CCCTA applied for and was awarded a Caltrans planning grant in the amount of \$100,000 with no match requirement. The project is for a bus stop access improvement plan.

MOTION: Director Dessayer moved approval of Resolution No. 2012-007, which authorizes the General Manager to enter into a contract with Caltrans as a condition of grant acceptance. The motion was seconded by Director Simmons and it was approved.

Aye: Directors Andersen, Dessayer, Horn, Hudson, Manning, Schroder, Simmons, Uilkema, Weir and Worth
No: None
Abstain: None
Absent: Director Hoffmeister

REPORT OF CHAIR

Chair Hudson inquired about the status of the joint facility that CCCTA and LAVTA were planning to build. Rick Ramacier, General Manager, advised a joint committee of CCCTA and LAVTA representatives had been meeting a few years ago to discuss how the two agencies could work closely together on that project. At their last meeting, it was mutually agreed that there was no need to meet in the near term. Mr. Ramacier will contact the LAVTA Executive Director to determine if they want to reconvene a joint committee. He will provide a status report at the October Board meeting.

Seating of New CCCTA Officers

On behalf of the Board, incoming Chair Worth thanked outgoing Chair Hudson for his leadership this year and his support of transit. She presented him with a plaque of appreciation for his accomplishments. He passed the gavel to incoming Chair Worth. She stated that she was honored and thrilled to serve as the CCCTA chair because it is a wonderful organization with a committed Board and staff.

REPORT OF GENERAL MANAGER

Recognition of Departing Employee

Mr. Recamier recognized the following retirees: Jaime Velasco, Mechanic III, and Transit Operators Gary Jones, Michael Pendergraft, Kathleen Thorsted, Cornell Toliver, and Jim Wackerly.

Recognition of Employees with 30 Years of Service

Mr. Ramacier recognized the following employees for their 30 years of service and presented those in attendance with plaques of appreciation: Carole V. Muegge, Manager of Transportation, Bonnie Yang, Senior Accounting Assistant, and Transit Operators Linda Pellegrini, Karen Troche and Deborah Walton.

Chair Worth commented that honoring the retiring and long-standing employees reflects the high caliber of employees and the stability and commitment of CCCTA and its staff.

Update on SB791 (Steinberg)

Mr. Ramacier advised this is a two-year bill known as the local option for transportation bill. It would give metropolitan planning organizations the right to go to the voters in their region, with a majority vote, to pass a gas fee to reduce congestion. There was a debate regarding the majority vote and other issues. The MP&L Committee did not have a recommendation regarding the bill, and he will provide a status report if it moves forward.

REPORT OF STANDING COMMITTEES

Marketing, Planning and Legislative Committee

Referring to the wrapped van that is available for viewing today, Director Simmons advised the MP&L Committee thought this project was within budget and a different and interesting marketing tool to make the paratransit vans more attractive and distinctive. In addition, the wrapping material helps insulate the van during the summer and winter months. In response to questions from Director Dessayer, he advised the CCCTA logo is on the van, the wrapped image will draw attention to the van, and it will provide a more positive way to provide LINK service. He felt this is a good way to market the service. Director Hudson stated that CCCTA has the best looking vehicles, and the image they project is very important.

MTC Sustainability Project Update

Director Simmons advised the recommendation from the MP&L Committee is to have the General Manager coordinate with other small operators to draft a joint letter to MTC restating the need for separate suburban transit standards and a response to the joint letter sent to MTC from the small operators stating these same concerns in April 2011.

Mr. Ramacier provided updated information received after the MP&L Committee meeting relative to his conversation with MTC staff. He advised the transit sustainability project is very fluid. MTC has various consultants working on different pieces of the project. The consultants working on the service piece believe that setting high standards will force everyone to do the "right thing". They proposed a 20 percent service recovery requirement, which would be a significant challenge for all Bay Area operators with the exception of BART. MTC staff advised they are leaning toward having three service standards and they recognize that the suburban operators are advocating for a suburban standard.

Mr. Ramacier advised MTC staff that CCCTA could support certain interests in the study, such as paratransit coordination. He believes MTC staff is interested in designating Solano County and the ferries for the next implementation phase for Clipper. When Clipper is implemented in the East Bay, MTC staff wants all the operators to move toward a common regional fare structure. Due to the difficulty in changing the fare structures, he felt the East Bay small operators should be relieved of the 20 percent service standard. MTC staff is interested in working with CCCTA and the other operators to move forward on these issues in a collaborative way.

Director Simmons expressed concern that MTC staff was moving forward and not considering or responding to comments from the small operators. He would like to have a session where the

suburban operators can sit down with MTC staff to have a productive dialog and discussion of the issues. He felt writing a letter to MTC staff would be a way to accomplish that. CCCTA needs to do something to make sure the suburban transit interests are recognized appropriately by MTC staff.

Director Hudson supported working with TriDelta and LAVTA to try to get regional incentives and grants from MTC. He felt it would be better to have a coordinated effort for Clipper and to make it work as a part of grants with priority development areas along I-680. A joint letter should go toward incentivizing the small operators to work with MTC to receive these grants.

Mr. Ramacier recommended including WestCat because MTC staff views the four small operators as an East Bay block. He advised work on the study will go to a steering committee meeting on September 19, 2011. It is anticipated a recommendation will be made to the MTC Commission after the holidays, so there is time to determine what action will be recommended by MTC staff. He will report to the MP&L Committee next month with a status report.

Chair Worth noted that the study is challenging because it is a combination of extensive committees comprised of elected officials and staff. There are 27 transit agencies in the Bay Area of which 22 are the smaller operators. The view of the smaller operators is that the recommendations in the study need to reflect the realities of these operators. She concurred with the recommendation to wait before sending a letter to MTC. She suggested meeting with a working group of all transit operators in Contra Costa County to discuss the evolving issues. She felt it is important that the suburban operators are kept whole through this process.

Director Simmons said that he is willing to wait until the October Board meeting to request that a joint letter or other action be taken by the Board if there is no productive dialog between CCCTA and MTC staffs. Chair Worth responded that the Board shares those goals. She felt it is very important that the study produces recommendations that are equitable among all the transit operators, they do not harm the suburban operators, and they are helpful to what we are trying to do. She further stated that it is incumbent upon CCCTA and all the operators to be on top of the issues as they emerge.

(Director Hoffmeister arrived and Director Uilkema left the meeting during this discussion.)

Operations and Scheduling Committee

Community Van Program Status Report

Director Horn introduced this item by stating that the Community Van Program was implemented by CCCTA a few years ago by offering CCCTA surplus vans to community-based organizations in exchange for a reduction in LINK trips. The Program has been very successful. The community-based organizations that received the vans are very happy to have them and they are providing LINK service that CCCTA does not have to provide. The number of LINK trips provided by CCCTA has not grown during the past few years, in part due to this Program.

Ms. Muzzini provided background information about the Community Van Program. A few key provisions are that the van recipients be in our service area, they serve individuals who are ADA eligible, and they show financial capacity to ensure an operating vehicle. Proposals were solicited from community-based organizations and four proposals were received. A selection committee recommended that vans be awarded to the Lamorinda Spirit Van and Futures

Explored, Inc. Two proposals were rejected because they did not meet the selection criteria. Director Schroder advised this item did not have to come to the Board because two organizations met the criteria of the Program. Because additional vans are available, the O&S Committee wants to know if the Board wants the Committee to review the criteria and expand it or set priorities that will make the vans available to other organizations that do not meet the current criteria.

In response to questions from Director Hoffmeister, Ms. Muzzini advised ten vans were set aside for the Program and two are committed. Unless the Board wants the O&S Committee to broaden the scope of the Program, the remaining vans will be disposed of. CCCTA anticipates replacing ten additional vans next year. Scott Mitchell, Director of Maintenance, advised he has a request from the City of Concord for two of the vans if they are not awarded through this Program. In the past, CCCTA has transferred vans to the cities, county and community organizations. Van recipients are required to paint the vans and remove the CCCTA logo and colors. Director Hoffmeister mentioned that some community groups in Concord did not receive notice of the opportunity to submit a proposal. She asked if disposal of the vans could be extended to allow time for other community-based organizations to submit their proposals.

Chair Worth pointed out that vans donated under this Program include a maintenance commitment for a period of time. Other organizations receive the vans as is. Ms. Muzzini advised the Program requires organizations to provide a match for the maintenance grant and to demonstrate that it will provide 50 trips a month to ADA-eligible individuals. Director Weir felt it was important that the vehicles provided by CCCTA are of a condition that they are viewed favorably by the recipients and those who use w them. It is important that any ADA equipment be fully functional and CCCTA needs to make sure it remains functional for a while. Director Horn advised the van donated to the Lafayette Spirit Program has been very successful with low maintenance requirements.

Mr. Ramacier noted the vans are three years late in being replaced, and each one has been driven in excess of 300,000 miles. He suggested that community-based organizations contact CCCTA now if they are interested in the vans because eight are available and funds may not be available next year to replace additional vans. Ms. Muzzini advised staff will not change the criteria of the Community Van Program but will extend the opportunity for the organizations to submit an application.

(Director Schroder left the meeting.)

REPORT FROM THE ADVISORY COMMITTEE: There was no report.

BOARD COMMUNICATION

Chair Worth announced the new CCCTA Committee assignments as follows: Administration and Finance Committee: Directors Andersen, Dessayer and Schroder; Marketing, Planning and Legislative Committee: Directors Hoffmeister, Manning and Weir; and Operations and Scheduling Committee: Directors Horn, Hudson, Simmons and Uilkema.

CLOSED SESSION

Conference with Labor Negotiator, Pat Glenn, Esq., Pursuant to Government Code Section 54956, Teamsters Union, Local 856, AFL-CIO, Transit Supervisors, and Automotive Machinists Lodge No. 1173

At 10:30 a.m., Chair Worth announced the Board would take a two-minute break and then adjourn to closed session to confer with its Labor Negotiator, Pat Glenn, Esq., pursuant to Government Code Section 54956, regarding negotiations with Teamsters Union Local 856, AFL-CIO, Transit Supervisors, and the Automotive Machinists Lodge No. 1173. The Board reconvened in open session at 10:45 a.m.

OPEN SESSION

Consideration of Ratification of a One-Year Extension of the Contract with Teamsters Union, Local 856, AFL-CIO, Transit Supervisors

Madeline Chun, Legal Counsel, advised the Board convened in closed session, as permitted by the Brown Act, to review the status of labor negotiations with two unions representing CCCTA employees. The Board will first consider the ratification of a one-year extension of the contract with the Teamsters Union, Local 856, AFL-CIO, Transit Supervisors. The recommendation is to extend that contract with the same terms and conditions effective October 1, 2011.

MOTION: Director Simmons made a motion to extend the contract with the Teamsters Union, Local 856, AFL-CIO, Transit Supervisors, for a one-year term with the same terms and conditions effective October 1, 2011. The motion was seconded by Director Manning and the following vote of approval was cast.

Aye: Directors Andersen, Dessayer, Hoffmeister, Horn, Hudson, Manning, Simmons, Weir and Worth
No: None
Abstain: None
Absent: Directors Schroder and Uilkema

Consideration of Ratification of a One-Year Extension of the Contract with Automotive Machinists Lodge No. 1173

Ms. Chun said the second action would be to consider the ratification of a one-year extension of the contract with the Automotive Machinists Lodge No. 1173, effective February 1, 2012.

MOTION: Director Dessayer made a motion to extend the contract with the Automotive Machinists Lodge No. 1173 for a one-year term with the same terms and conditions effective February 1, 2012. The motion was seconded by Director Horn and the motion was approved.

Aye: Directors Andersen, Dessayer, Hoffmeister, Horn, Hudson, Manning, Simmons, Weir and Worth
No: None
Abstain: None
Absent: Directors Schroder and Uilkema


On behalf of the Board, Chair Worth extended their deep appreciation to members of the Teamsters and Automotive Machinists unions for their commitment to CCCTA and their understanding of the painful and difficult times for everyone, the goals of maintaining an excellent working environment for our employees and providing excellent service for our customers. She expressed appreciation to everyone who worked very hard to bring this agreement to the Board so they could ratify it and they look forward to continuing the wonderful working relationship that we have.

ADJOURNMENT


Adjournment of Meeting in Honor of the Memory of William Wright

Chair Worth presented a certificate to Carolyn Wright stating the regular Board meeting of September 15, 2011 was adjourned in honor of the memory of William H. Wright. Chair Worth adjourned the regular meeting at 10:50 a.m.

Minutes prepared by



Janet Madrigal, Clerk to the Board



Date

The County Connection

To: Board of Directors

From: Kathy Casenave
Director of Finance

Date: October 10, 2011

Reviewed By: *Ke*

SUBJECT: CalTIP JPA revised Agreement

BACKGROUND:

Central Contra Costa Transit Authority joined California Transit Systems Joint Powers Authority (CalTIP or Authority) in 1987 to obtain liability coverage and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. Vehicle coverage and risk management services were added later. CalTIP has provided competitive and stable rates and needed risk management services over the years. CalTIP, as were many other self-insurance pools, was formed in 1987 during a difficult time for public entities to obtain coverage from the insurance market. Although the difficulty of obtaining insurance from the standard markets eventually waned, the coverage provided by the insurance industry usually was not tailored to the specific needs of the public entities and did not provide the tailored risk management services.

SUMMARY OF ISSUES:

CalTIP was formed with the signing of a joint powers agreement by each of its members. This agreement was drafted in 1987 and has not been changed since. Although the agreement has not changed, CalTIP has. It has added a vehicle physical damage program, a more robust safety and loss control program, a more refined means of accounting for funds, expenses and claims costs. It now participates in a larger public entity self-insurance pool for higher limits of liability. Because of the growth of activities, committees were formed with certain authorities that align with the current activities of the Authority. In addition to CalTIP changing, there have been changes in the laws pertaining to joint powers authorities, such as specifically allowing distribution of excess contributions based on the claims and losses paid and acknowledging that the withdrawal of one member does not cancel the contract as respects to the other signatories or parties to the agreement. In addition, the original joint powers agreement was restrictive in that it provided detailed information on the one program, the liability program, for which the joint powers authority was initially created. It did not specifically recognize the addition of new programs developed to meet the needs of the members. Thus, the Board of Directors of CalTIP believed it was time to update the agreement and reflect the changes that have occurred in the last twenty-four years and have a document that will be responsive to future changes in CalTIP, the legal environment, and its members.

The revised Agreement is attached, along with the original Agreement and a line by line summary of the changes proposed.

CONCLUSION:

The Agreement was approved by the CalTIP Board of Directors. The next step is for the Agreement to be adopted by the governing bodies of at least three-fourths of the members of CalTIP. Although not all members' adoption is needed, CalTIP believes it best to have all members adopt the amended Agreement. The amendments will bring the Agreement up to date with current laws and best practices within the risk

management joint powers authorities. It will also provide flexibility to the Board of Directors to change its structure and function from time to time as needed. Each member, including Central Contra Costa Transit Authority, has representation on the CalTIP Board of Directors and each director has similar interests in the operations of CalTIP because each member is a transit agency similar to Central Contra Costa Transit Authority.

If 3/4s of the members approve the revised Agreement, then the revised Agreement would be in effect for all members. If the 3/4s requirement is not met, the original JPA agreement would remain in effect.

ACTION REQUESTED:

The A&F Committee recommends that the Board accept the changes to the CalTIP JPA agreement and authorize the General Manager to sign the amended agreement.

ATTACHMENTS: Original JPA Agreement, Proposed Revised JPA Agreement, Comparison of Agreements

California Transit Systems Joint Powers Authority
Comparison of JPA Agreements – Current versus Proposed

Current to Proposed:

Current JPA Reference	Changes in Proposed JPA	Proposed JPA Reference
Page 1, Line 6	References parties to the contract as "Properties". This reference has been eliminated.	
Page 1, Lines 11 - 12	Current JPA references Government Code §6502 allowing joint powers agreements. The Proposed JPA references §6500 et seq.	Page 1, Lines 7 - 9
Page 1, Lines 14 - 21	Reference to Government Code §990.4 and §990.8 has been eliminated to recognize the JPA's broader purpose of self-insurance and group purchase beyond just public liability.	Page 1, Lines 11 - 18
Page 1, Line 35	The Proposed JPA eliminates the definition of "Associate Member" because there are no provisions for associate members.	
Page 1, Line 38	The Proposed JPA deletes the word "insurance" from the definition of Authority to emphasize the fact that it is not insurance.	Page 2, Line 9
Page 1, Line 41	The Board of Directors definition was not changed.	Page 2, Line 10
Page 1, Line 43	The Proposed JPA eliminates the definition of "Claim". The word is not used in the document.	
Page 2, Line 1	The Proposed JPA defines "contributions" broader by stating it is all payments excluding amounts within the SIR, interest or penalties paid. This eliminates the monies paid by Program I members for losses within their SIR.	Page 2, Lines 17 - 19
Page 2, Line 4	The Proposed JPA eliminates the definition of "Cost Allocation Plan". The word is not used in the document.	
Page 2, Line 8	The Proposed JPA eliminates the definition of "Deposit". The word is not used in the document.	
Page 2, Line 11	The Proposed JPA eliminates the definition of "Excess Insurance". The word is used in the document in generic terms only.	
Page 2, Line 15	The Proposed JPA eliminates the definition of "Executive Committee". The requirement for an executive committee in the Proposed JPA has been eliminated. The Board is allowed to establish committees.	Page 4, Lines 12 -14
Page 2, Line 18	The Proposed JPA eliminates the definition of "Fiscal Year". The word is not used in the document. "Fiscal Year" is defined in the Bylaws.	
Page 2, Line 21	The Proposed JPA has changed the definition of "Joint Protection Program" by re-labeling it to a "Coverage Program", a more recognizable term in the industry.	Page 2, Lines 11-13
Page 2, Line 24	The Proposed JPA eliminates the definition of "Non-participating Property". The word is not used in the document.	

Current JPA Reference	Changes in Proposed JPA	Proposed JPA Reference
Page 2, Lines 27 - 42	The Proposed JPA has eliminated the use of the word "Properties" and its definition. "Parties" are used in place of the word "Properties" and the limitation to transportation activities will be addressed in the coverage programs. The reference to San Diego Transportation Company has been eliminated.	Page 2, Line 24
Page 2, Line 44	The Proposed JPA eliminates the definition of "Retrospective Adjustment". The word is not used in the document.	
Page 3, Lines 2 - 19	The Article of the Proposed JPA titled "Purpose" is more general than the Current JPA. It does not reference or limit to liabilities incurred under Government Code §990 et seq., but is broader to include property, workers' compensation and even employee benefits.	Page 1, Lines 33 - 45
Page 3, Lines 22 - 28	The "Parties to the Agreement" are essentially unchanged.	Page 2, Line 27 - 32
Page 3, Lines 31 - 35	The Proposed JPA states the day upon commencement of the contract and states termination upon the conditions stated in the "Termination" provision. It also references Government Code §6510 that allows the contract to be ongoing until such time. The original JPA only reference commencement upon two properties signing.	Page 2, Lines 34 - 38
Page 4, Lines 2 - 6	The "Creation of Authority" Article is essentially unchanged except as respects the name. The word "insurance" was deleted from the name.	Page 2, Lines 1-5
Page 4, Lines 9 - 34	The Article titled "Powers of Authority" is essentially unchanged in the Proposed JPA except that the Proposed JPA makes it clear that the Authority has the power to assess its members.	Page 3, Lines 1 - 19
Page 4, Line 37 - Page 5, Line 21	The "Responsibilities of the Authority" have been eliminated in the Proposed JPA. This will be left to the Bylaws and the Board to define.	
Page 5, Line 26 -- Page 6, Line 11	The Article titled "Responsibilities of the Properties" has been amended by eliminating the required appointment of one to be responsible for risk management. This can be addressed in the Bylaws. The Proposed JPA requires the Parties to abide by the Governing Documents.	Page 3, Lines 36 - 44
Page 5, Line 35	The Proposed JPA also eliminated the requirement that a Party appoint a safety officer or committee. This can be addressed in the Bylaws. The Proposed JPA requires the Parties to abide by the Governing Documents.	Page 3, Lines 36 - 44
Page 5, Line 38	The Proposed JPA eliminates the requirement upon the Properties to maintain records. The records requirements will be addressed in the Coverage Program Documents.	

Current JPA Reference	Changes in Proposed JPA	Proposed JPA Reference
Page 5, Line 42 - Page 6, Line 2	The exact days for payment of invoices is not stated in the Proposed JPA but rather states that they will be paid timely. It also opens the requirement to pay timely to any charge made against the member. Thus, invoices for reimbursement of Self-insured retentions will also be required to be paid promptly. The time of payment can be addressed in the Coverage Programs or the Bylaws.	Page 3, Line 42
Page 6, Line 8	The Proposed JPA requires the members to abide by the Bylaws, etc. as does the current JPA. But the Proposed JPA refers to those documents as the "governing documents".	Page 3, Line 40
Page 6, Line 17 - 18	The Board appointment and duty to govern are the same.	Page 4, Lines 17 - 23
Page 6, Lines 31 - 33	The Proposed JPA does not include cause for appointing a new Director if the Director has missed two consecutive meetings. The appointing Party needs no reason for appointing a new director.	
Page 6, Lines 35 - 42	The Proposed JPA has no provisions for a director or alternate of an associate member. Reference to associate member deleted.	
Page 7, Lines 6 - 11	The Proposed JPA does not specifically address an Executive Committee. The Board has the right to establish committees, including an Executive Committee, either in the Bylaws or by Board action.	Page 4, Lines 12 - 14
Page 7, Line 13 - 43	The Proposed JPA does not specifically state authorities and functions of the Board in detail. Rather it merely states the Board shall govern the affairs of the Authority and shall have the powers of the Authority.	Page 4, Lines 11 - 15
Page 8, Line 8	The Proposed JPA requires the Secretary to keep the minutes of the meetings. The current JPA requires the Board to keep the minutes and distribute to each Property. The Proposed Bylaws will address the distribution of the minutes.	Page 4, Lines 37 - 40
Page 8, Lines 12 - 15	The Proposed JPA is silent as to what constitutes a quorum for the Board. The default of a majority is controlling.	
Page 8, Line 24 - Page 9, Line 13	The Proposed JPA does not include any of the details for an Executive Committee, leaving the Board to decide whether an Executive Committee is needed and how it is to be structured.	
Page 9, Lines 15 - 18	The Proposed JPA does not have a separate section for Joint Protection Programs and does not require them to be specified in the Bylaws. Rather the Proposed JPA provides the Board with the power to create "Coverage Programs" and define them in whatever document is appropriate. Note, however, that the Proposed JPA does not allow the Board to delegate the authority to make programs.	Page 4, Line 31
Page 9, Lines 23 - 24	The Proposed JPA requires the budget to be adopted prior to the fiscal year, a little more precise than the Current JPA.	Page 5, Lines 15 - 16

Current JPA Reference	Changes in Proposed JPA	Proposed JPA Reference
Page 9, Lines 26 - 36	The Proposed JPA only refers to the Treasurer's responsibilities under Government Code Section 6505.5. This section essentially requires the Treasurer to provide all that is in the Current JPA.	Page 5, Lines 7 - 9
Page 9, Line 38 – Page 10, Line 3	The Proposed JPA does not specifically require the Board to have an audit by a CPA. However, the duties of the Treasurer per Section 65050.6, requires the Treasurer to have an audit prepared.	Page 5, Lines 7 - 9
Page 10, Lines 5 - 7	The Proposed JPA does not require a claims audit. A claims audit is specific to a Coverage Program and anticipated to be included in the documentation of such program.	
Page 10, Line 10 - 20	Strict accountability is required under the Proposed JPA as well as the current JPA. However, the Proposed JPA does not require the accounting to be on a full accrual basis.	Page 5, Lines 20 - 22
Page 10, Lines 22 - 24	The Proposed JPA does not comment on the Deposit but leaves that to be stated in the coverage program documents and the Bylaws as appropriate.	
Page 10, Lines 27 – 30	The Proposed JPA does not specifically discuss a Retrospective Adjustment but anticipates this will be addressed in each coverage program.	
Page 10, Line 33 - 40	The Proposed New Parties section does not specifically require payment of a deposit but by requiring the new member to meet all the requirements of the governing documents essentially imposes the same. The Proposed JPA does not specifically give the Board the option of applying additional terms and conditions. But their vote can be so phrased.	Page 5, Lines 26 - 30
Page 11, Line 13 - 18	The Proposed JPA does not provide for a \$25,000 non-refundable deposit.	
Page 11, Line 23 - 28	The Proposed JPA does not provide for a member to drop out if the premium is higher than the estimated. The Coverage Program documents can address excessive costs.	
Page 11, Line 36 - 40	The Proposed JPA requires six months notice of withdrawal from the JPA. If the party wants to rescind that notice of withdrawal, it may do so up to 90 days prior to the date of withdrawal. The current JPA required confirmation of the intent to withdraw 90 days before the effective withdrawal. The three year initial requirement is not changed.	Page 5, Lines 34 - 40
Page 12, Lines 2 - 8	The Proposed JPA does not have a similar Cancellation provision because the ability to cancel ones participation in a specific program is expected to be defined in the coverage program documents. The provisions may vary depending upon the program and whether participation in such program is mandatory or voluntary.	
Page 12, Lines 13 - 16	The Proposed JPA, as does the Current JPA, states that the termination by one party does not terminate the contract as respects the other parties.	Page 6, Lines 9 - 12 and Lines 14 -22

Current JPA Reference	Changes in Proposed JPA	Proposed JPA Reference
Page 12, Lines 18 - 25	The Proposed JPA does not specifically state that a withdrawal does not affect its continuing obligation to a Joint Protection Program. Rather it anticipates this to be addressed in the program documents to which the party has agreed in the JPA to be bound.	Page 6, Lines 14 -23
Page 12, Line 30 - Page 13, Line 2	The Proposed JPA provides for the runoff and provides the Board with the same powers during Termination of the Agreement as the Current JPA.	Page 6, Lines 26 -31
Page 13, Line 9 - 11	Upon termination, the current Agreement requires the Board to distribute any assets to all past and present members within six months of the close of the last claim covered by the Joint Protection Plan. The Proposed JPA leaves it up to the Board to determine when to distribute the funds. But the funds are only distributed to those a party to the agreement within 10 years of termination. Note little funds will be distributed this way because the programs will distribute most of the funds through the retrospective adjustments.	Page 6, Lines 33 - 36
Page 13, Lines 14 - 18	The Proposed JPA does not require the Board to adopt Bylaws but merely provides the Board the authority to adopt Bylaws.	Page 4, Line 29
Page 13, Lines 21 - 37	Indemnification of parties is in essence the same in both the Proposed and Current JPA's.	Page 6, Lines 40 - 44 and Page 7, Lines 1 - 19
Page 14, Lines 2 - 6	The Notice provisions of both JPA's are essentially the same.	Page 7, Lines 23 - 25
Page 14, Lines 9 - 12	The three-fourths approval requirement for amendments to the JPA remains in the Proposed JPA.	Page 7, Line 41
Page 14, Lines 15 - 19	Prohibition against assignment exists in both JPA's.	Page 7, Lines 29 - 31
Page 14, Lines 22 - 25	Agreement Complete exists in both JPA's	Page 8, Lines 3 - 4

New Provisions in Proposed JPA:

Proposed JPA Reference	Additional Provisions Not in Current JPA
Page 2 Lines 11 - 13	Definition of Coverage Program rather than Protection Program
Page 2, Lines 20 - 21	Definition of Governing Documents is added.
Page 2, Lines 22 - 23	Definition of member is added.
Page 2, Line 25	Definition of Officer is added.
Page 3, Lines 24 - 31	Defines Governing Documents and establishes a priority of the documents.
Page 4, Lines 3 - 7	A section was added reserving certain powers to the parties.
Page 4, Lines 27 - 33	A section was added forbidding delegation of certain duties by the Board.
Page 6, Line 18	The proposed JPA adds a duty of a withdrawn or expelled member to cooperate in the investigation of claims.
Page 7, Lines 15 - 19	The proposed JPA includes a provision whereby the Authority will defend and indemnify the Board and the Officers of the Authority. This essentially bypasses any terms and conditions in a coverage document as well as eliminate the member's SIR should the coverage come back through an E&O of the member.

JOINT POWERS AGREEMENT
CREATING
CALIFORNIA TRANSIT SYSTEMS
JOINT POWERS INSURANCE AUTHORITY

ORIGINAL EXECUTION COUNTERPART

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JOINT POWERS AGREEMENT
CALIFORNIA TRANSIT SYSTEMS
JOINT POWERS INSURANCE AUTHORITY

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THIS AGREEMENT is made and entered into in the County of Sacramento, State of California, by and among the California public agencies (referred to as "Properties" or as "Property"), which have become parties to this agreement by executing a counterpart of it.

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RECITALS

WHEREAS, California Government Code Section 6502 provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, each Property desires to join together with the other Properties for the purpose of a Joint Protection Program, as defined in this agreement; and

WHEREAS, it appears economically feasible and practical for the Properties to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the Properties agree as follows:

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ARTICLE 1

DEFINITIONS

The following definitions shall apply to the provisions of this agreement:

(a) "Associate Member" shall mean a California nonprofit corporation which operates a fixed route public transportation service.

(b) "Authority" shall mean the California Transit Systems Joint Powers Insurance Authority created by this agreement.

(c) "Board of Directors" or "Board" shall mean the governing body of the Authority.

(d) "Claim" shall mean a demand made against a Property which is within the Authority's Joint Protection Program as developed by the Board of Directors.

1 (e) "Contribution" shall mean the sum of a Property's Deposit and additional
2 assessments determined by the Cost Allocation Plan for a fiscal year.

3
4 (f) "Cost Allocation Plan" shall mean the formula, adopted by the Board, to allocate
5 the costs of losses, expenses and Contributions to a catastrophic fund or other reserve, to
6 individual Properties.

7
8 (g) "Deposit" shall mean the amount determined by the Board annually, as necessary
9 to fund the Joint Protection Program of the Authority.

10
11 (h) "Excess Insurance" shall mean that insurance which may be purchased by or on
12 behalf of the Authority to protect the Properties against catastrophic losses or an unusual
13 frequency of losses during a single year.

14
15 (i) "Executive Committee" shall mean the Executive Committee of the Board of
16 Directors of the Authority.

17
18 (j) "Fiscal Year" shall mean that period of twelve months which is established as the
19 fiscal year of the Authority by the Board of Directors.

20
21 (k) "Joint Protection Program" shall mean and include a program or programs of self-
22 insurance or commercial insurance, or Excess Insurance, or both.

23
24 (l) "Non-participating Property" shall mean, in regards to a specific Joint Protection
25 Program, a Property which is not participating in that Joint Protection Program.

26
27 (m) "Property" or "Properties" shall mean those public agencies organized and
28 existing under the laws of California and empowered by law to provide public transportation
29 service, including but not limited to transportation districts, cities, counties, and other local or
30 regional governmental entities, which have executed this agreement. Public transportation
31 service includes but is not limited to transportation services of all kinds, including service for the
32 elderly and handicapped. The Authority may establish Associate Members, by separate
33 agreement with the Authority, upon approval of the Board of Directors, provided that any
34 prospective Associate Member shall not affect the financing capabilities or other powers of the
35 Authority. An Associate Member which executes such agreement with the Authority shall be
36 deemed to be included within the term Property except as otherwise provided in this agreement.
37 An Associate Member shall not be considered a party to this agreement within the meaning of
38 the provisions of California Government Code Section 6500 and following. An Associate
39 Member shall have all of the responsibilities and obligations of a Property as provided in this
40 agreement. The Properties hereby agree that the Long Beach Public Transportation Company
41 and the San Diego Transit Corporation may become Associate Members by executing this
42 agreement.

43
44 (n) "Retrospective Adjustment" shall mean the amount, determined by the Cost
45 Allocation Plan adopted by the Board of Directors, as a Property's share of losses, expenses, and
46 Contribution to a catastrophe fund or other reserve.

1 ARTICLE 2

2 PURPOSES

3
4 This Agreement is entered into by the Properties pursuant to the provisions of California
5 Government Code Sections 990, 990.4, 990.8 and 6500 et seq. in order to provide
6 comprehensive and economical public liability, workers' compensation, and property coverage,
7 or coverage for other risks which the Board of Directors may include in a Joint Protection
8 Program. Additional purposes of this agreement are to reduce the amount and frequency of
9 losses and decrease the cost incurred by Properties in handling and litigating claims. These
10 purposes shall be accomplished through the exercise of the powers of the Properties jointly in the
11 creation of a separate entity, the California Transit Systems Joint Powers Insurance Authority, to
12 administer Joint Protection Programs for the Properties, to pool their losses and Claims, jointly
13 purchase commercial and Excess Insurance and administrative and other services, including
14 claims adjusting, data processing, risk management consulting, loss prevention, legal, and related
15 services.

16
17 It is also the purpose of this agreement to provide, to the extent permitted by law, for the
18 inclusion at a subsequent date of such additional public agencies as may desire to execute this
19 agreement and become Properties, subject to approval by the Board of Directors.
20

21 ARTICLE 3

22 PARTIES TO AGREEMENT

23
24 Each Property certifies that it intends to and does contract with all other Properties and, in
25 addition, with such other parties as may later be added as Properties pursuant to Article 21. Each
26 Property also certifies that the deletion of any party from this agreement pursuant to Articles 22
27 and 23 shall not affect this agreement or such Property's intent to contract with the Properties
28 then remaining.
29

30 ARTICLE 4

31 TERM OF AGREEMENT

32
33 This agreement shall become effective of the date of execution by the second of two
34 Properties and shall continue until and unless terminated as hereinafter provided. This
35 agreement may be executed in counterparts.
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ARTICLE 5

CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Transit Systems Joint Powers Insurance Authority.

ARTICLE 6

POWERS OF AUTHORITY

The Authority shall have the powers common to the Properties and is hereby authorized to do all acts necessary for the exercise of those common powers, including, but not limited to, any or all of the following:

- (a) To make and enter into contracts;
- (b) To incur debts, liabilities or obligations, to issue bonds, notes, or other evidences of indebtedness, and make and enter into contracts and other instruments for the issuance and sale of certificates of participation to fund the purposes of this agreement and to secure the performance of related agreements, including reinsurance contracts and credit facilities;
- (c) To acquire, receive, hold or dispose of property, Contribution and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (d) To sue and be sued in its own name; and
- (e) To exercise all powers necessary and proper to carry out the terms and provisions of this agreement, or otherwise authorized by law.

The powers of the Authority shall be exercised pursuant to the terms of this agreement and in the manner provided by law. To comply with the provisions of Section 6509 of the California Government Code, the manner of exercising any power shall be subject only to the similar restrictions on the exercise of the powers of Central Contra Costa Transit Authority.

ARTICLE 7

RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this agreement:

- 1 (a) Provide Joint Protection Programs by negotiation or bid, and purchase, as
2 determined necessary by the Board of Directors.
3
- 4 (b) Assist each Property's designated risk manager with the implementation of risk
5 management functions relating to risks within the Property covered by the Joint Protection
6 Program.
7
- 8 (c) Provide claims adjusting and subrogation services for Claims covered by the Joint
9 Protection Program.
10
- 11 (d) Provide loss analysis and control services by the use of statistical analysis, data
12 processing, and record and file keeping services, in order to identify high exposure operations
13 and to evaluate proper levels of self-retention and deductibles.
14
- 15 (e) Conduct risk management audits to review the participation of each Property in
16 the Joint Protection Program as deemed necessary by the Board of Directors.
17
- 18 (f) Such other responsibilities as deemed necessary by the Board of Directors.
19
- 20 (g) Issue Procedures Manual.
21
22

23 ARTICLE 8

24 RESPONSIBILITIES OF PROPERTIES
25

26 Properties shall have the following responsibilities:
27

- 28 (a) The governing body of each Property shall appoint a Director and at least one
29 alternate Director to the Board of Directors, pursuant to Article 9 of this agreement.
30
- 31 (b) Each Property shall appoint an employee of the Property to be responsible for the
32 risk management function within that Property and to serve as a liaison between the Property and
33 the Authority as to risk management.
34
- 35 (c) Each Property shall maintain an active safety officer or safety committee, or both,
36 and shall consider all recommendations of the Authority concerning unsafe practices.
37
- 38 (d) Each Property shall maintain a set of records, including a loss log, in all
39 categories of risk covered by the Joint Protection Program, to insure the accuracy of the
40 Authority's loss reporting system, until no longer deemed necessary by the Board of Directors.
41
- 42 (e) Each Property shall pay its Contribution, including any Retrospective Adjustment,
43 within thirty (30) days of the invoice date. After withdrawal or termination, each Property shall
44 pay promptly to the Authority its share of any additional Contribution, when and if required of it
45 by the Board of Directors under Article 23 or 24 of this agreement.

1 The Board has the authority to assess interest or late penalties for payment of money in
2 arrears, such as for overdue Contributions.

3
4 (f) Each Property shall provide the Authority with such other information or
5 assistance as may be necessary for the Authority to carry out the Joint Protection Program under
6 this agreement.

7
8 (g) Each Property shall in any and all ways cooperate with and assist the Authority,
9 and any insurer of the Authority, in all matters relating to this agreement, the Joint Protection
10 Program, and covered Claims and will comply with all bylaws, rules and regulations adopted by
11 the Board of Directors.
12

13 ARTICLE 9

14 BOARD OF DIRECTORS

15
16 (a) The Authority shall be governed by the Board of Directors which is hereby
17 established and which shall be composed of one representative from each Property. Each
18 Property, by official action, shall appoint a Director of the Board and an alternate Director, each
19 of whom shall be an officer or employee of that Property. The alternate appointed by a Property
20 shall have the authority to attend, participate in and vote at any meeting of the Board when the
21 regular Director for whom he or she is an alternate is absent from said meeting.
22

23 (b) Each Director or alternate of the Board shall serve until a successor is appointed.
24 Each Director or alternate shall serve at the pleasure of the Property by which he or she has been
25 appointed.
26

27 (c) Each Director or alternate shall have one vote. Directors or their alternates may
28 not vote on issues concerning a Joint Protection Program for which the entity is a Non-
29 Participating Property.
30

31 (d) The unexcused absence of a Director or alternate from two consecutive meetings
32 of the Board shall be cause for the appointment of a new Director by the governing body of the
33 appointing Property.
34

35 (e) The Director and alternate Director of an Associate Member shall be entitled to
36 notice of all meetings of the Board of Directors and may attend and participate in any meeting of
37 the Board, but may vote only on matters relating to a Joint Protection Program, as provided in
38 such program or in the bylaws adopted by the Board of Directors. The Director and alternate
39 Director of an Associate Member shall not be regarded as members of the governing body of the
40 Authority or officers of the Authority; provided, however, that they shall comply with the
41 Political Reform Act of 1974 and the Conflict of Interest Code adopted by the Board of
42 Directors.
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ARTICLE 10

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) To elect an Executive Committee from its Directors pursuant to Article 12 of this agreement.

(b) To review all acts of the Executive Committee and to modify or override any decision or action of the Executive Committee upon a majority vote of the entire Board of Directors.

(c) To receive and review periodic accountings of all funds and audits under Article 16 of this agreement.

(d) To conduct on behalf of the Authority all businesses of the Authority which the Authority may conduct under the provisions of this agreement and pursuant to law.

(e) To determine details of, select, and establish the Joint Protection Programs of the Authority.

(f) To determine and purchase all commercial insurance, including Excess Insurance, necessary to carry out the Joint Protection Programs of the Authority.

(g) To contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control and risk management consulting.

(h) To cause to be prepared the operating budget of the Authority for each fiscal year.

(i) To receive and act upon reports of the Underwriting Committee, Claims Committee, Investment Committee, and other committees as may be created by action of the Board.

(j) To hire persons or entities as the Board deems necessary for the administration of the Authority and to exercise general supervisory and policy control over such persons or entities.

(k) To establish or appoint such offices, officers, and committees of the Board as deemed necessary; provided, however, that the Board shall appoint a Treasurer and Auditor or Controller, who may be the same person, as officers of the Authority.

(l) Such other powers and functions as are provided for in this agreement or in the bylaws.

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ARTICLE 11

MEETING OF THE BOARD OF DIRECTORS

(a) Meetings. The Board shall provide for its regular, adjourned regular and special meetings or upon call of the chairperson of the Board; provided, however, that it shall hold at least one regular meeting annually as set forth in the bylaws.

(b) Minutes. The board shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Property.

(c) Quorum. A majority of the Directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those Directors present at a meeting shall be sufficient to take action by the Board, except as otherwise specifically set forth in this agreement or in the bylaws.

(d) Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et seq.

ARTICLE 12

EXECUTIVE COMMITTEE

The Board of Directors may establish and appoint an Executive Committee.

(a) The Executive Committee, if established, may consist of up to 25 members. Officers of the Executive Committee shall be the Chairperson, Vice Chairperson, Secretary, and the Treasurer of the Board of Directors.

(b) The Chairperson of the Authority, or the Vice Chairperson in his or her absence, shall serve as the Chairperson of the Executive Committee.

(c) The unexcused absence of a member of the Executive Committee from two consecutive meetings shall be cause for the removal of said member and appointment of a new member to the Executive Committee.

(d) Vacancies on the Executive Committee shall be filled as provided in the bylaws.

(e) Alternate Directors may be members of the Executive Committee.

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ARTICLE 13

DELEGATION OF POWERS TO THE EXECUTIVE COMMITTEE

The Board may delegate any of its powers to the Executive Committee, except those powers described in Articles 10(a), 10(b) and 10 (k).

ARTICLE 14

MEETINGS OF THE EXECUTIVE COMMITTEE

The meetings of the Executive Committee, if established by the Board of Directors, shall be held and conducted as provided in the bylaws. The Executive Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities.

ARTICLE 15

JOINT PROTECTION PROGRAM COVERAGE

The coverage of the Joint Protection Program provided by the Authority shall be specified in the bylaws.

ARTICLE 16

ACCOUNTS, RECORDS AND AUDITS

(a) Annual Budget. The Authority shall annually adopt an operating budget, pursuant to Article 10 (h) of this agreement.

(b) Funds and accounts. The Treasurer of the Authority shall be the custodian of the property and money of the Authority and shall establish and maintain such funds and accounts as required by the Board and as required by good accounting practice. The Treasurer shall file an official bond in an amount to be fixed by the Board of Directors, unless otherwise fixed by the Properties. Books and records of the Authority in the hands of the Treasurer shall be open to any inspection at all reasonable times by authorized representatives of Properties and as otherwise required by law.

(c) Treasurer's Report. The Treasurer shall make the reports required by law, and within 120 days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for such fiscal year to the Board and to each Property.

(d) Financial Audit. The Board shall cause an annual financial audit to be made with respect to all receipts, disbursements, or other transactions by a Certified Public Accountant. A report of such financial audit shall be filed as a public record with each of the Properties. Such

1 report shall be filed no later than required by law. All costs of such financial audit shall be paid
2 by the Authority and shall be charged against the Properties in the same manner as all other
3 administrative costs.

4
5 (e) Claims Audit. The Board shall cause a periodic audit of Claims, as deemed
6 necessary. All costs of such Claims audit shall be paid by the Authority and shall be charged
7 against the Properties in the same manner as all other administrative costs.
8

9 ARTICLE 17

10 ESTABLISHMENT AND ADMINISTRATION OF FUNDS
11

12 The Authority shall be responsible for the strict accountability of all funds and reports of
13 all receipts and disbursements. It will comply with all provisions of law relating to the subject,
14 particularly Section 6505 of the California Government Code. All of the funds of the Authority
15 may be invested in common and each program year shall be accounted for separately on a full
16 accrual basis.
17

18 The Treasurer shall receive, invest and disburse funds in accordance with the procedures
19 established by the Board and bylaws and in conformity with applicable law.
20

21 ARTICLE 18

22 DEPOSIT
23

24 The Deposit for each Property shall be calculated and paid as stated in the bylaws.
25

26 ARTICLE 19

27 RETROSPECTIVE ADJUSTMENTS
28

29 Retrospective Adjustments to each year's Deposit shall be calculated and paid as stated in
30 the bylaws.
31

32 ARTICLE 20

33 NEW MEMBERS
34

35 After the effective date of the initial Joint Protection Program is established by the
36 Authority, additional Properties shall not be permitted to enter the Authority during the first year
37 of operation, except that upon the three-fourths vote of the entire Board of Directors, the Board
38 may establish a second entry date by which additional Properties may be permitted to enter the
39 Authority upon execution of this agreement, the payment of the Deposit, as provided in this
40 Article, and such other terms and conditions as the Board of Directors may deem necessary.

1 Following the first year of operation, the Authority shall allow entry into the Joint Protection
2 Program of new Properties approved by the Board, at such times as approved by the Board.
3 Properties entering under this Article will be required to pay their share of organizational
4 expenses as determined by the Board, including expenses necessary to analyze their loss data and
5 determine their Deposits.

6
7 During the Authority's first year, Properties may join the Joint Protection Program
8 offered by the Authority after it has been established by:

9
10 (a) Executing this agreement before the effective date of the initial Joint Protection
11 Program, and

12
13 (b) Paying to the Authority a non-refundable deposit equal to the Property's first
14 year's estimated Deposit or \$25,000, whichever is less, before the effective date of the initial
15 Joint Protection Program.

16
17 The non-refundable deposit will be used to fund the entity's estimated Deposit if the
18 entity becomes a participant in the Joint Protection Program.

19
20 ARTICLE 21

21 WITHDRAWAL

22
23 (a) A Property may withdraw as a party to this agreement any time prior to its
24 consenting in writing to enter the Joint Protection Program.

25
26 (b) A Property whose actual Deposit exceeds one hundred ten percent (110 %) of its
27 estimated Deposit may withdraw as a party to this agreement prior to the effective date of the
28 Joint Protection Program.

29
30 (c) A Property which enters the Joint Protection Program may not withdraw as a
31 party to this agreement for a three-year period commencing on the effective date of the Joint
32 Protection Program, or commencing on the date of entry into the Joint Protection Program, or
33 commencing on the date of entry into the Joint Protection Program for those Properties executing
34 this agreement after the effective date of the initial Joint Protection Program.

35
36 (d) After the initial three-year noncancellable commitment to the Joint Protection
37 Program, a Property may withdraw only at the end of any fiscal year, provided it has given the
38 Authority a six-month written notice of its intent to withdraw from this agreement and the Joint
39 Protection Program and a ninety (90) day final notice of intent of withdrawal from the Joint
40 Protection Program of this agreement.

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ARTICLE 22

CANCELLATION

Notwithstanding the provisions of Article 21, the Authority shall have the right to cancel any Property's participation in a Joint Protection Program upon a two-thirds vote of the entire Board of Directors. Any canceled Property shall be given a ninety day notice before such cancellation becomes effective, unless such cancellation is for non-payment of a Contribution, then ten days written notice applies.

ARTICLE 23

EFFECT OF WITHDRAWAL

(a) The withdrawal of any Property from this agreement shall not terminate this agreement and a Property by withdrawing shall not be entitled to payment or return of any Contribution, consideration or property paid, or donated by the Property to the Authority, or to any distribution of assets, except as provided in this Article and in Article 24 (c).

(b) The withdrawal or cancellation of any Property after the effective date of the Joint Protection Program shall not terminate its responsibility for Contributions to any fund or insurance program created by the Authority until all Claims, or other unpaid liabilities, occurring or accruing during the period the Property was a party to this agreement have been finally resolved and a determination of the final amount of payments due by the Property or credits to the Property for that period has been made by the Board of Directors. In connection with its determination, the Board may exercise similar powers to those provided for in Article 24 (b) of this agreement.

ARTICLE 24

TERMINATION AND DISTRIBUTION

(a) This agreement may be terminated at any time during the first three (3) noncancellable years by the written consent of all Properties and thereafter by the consent of three-fourths of the Properties; provided, however, that this agreement and the Authority shall continue to exist for the purpose of the disposition of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Properties, including those which were a party at the time the Claim arose or was incurred, to pay their share of any additional amount of Contribution in accordance with loss allocation formulas for the final disposition of all claims and losses covered by the Joint Protection Program pursuant to this agreement. A Property's share of such additional

1 Contribution shall be determined on the same basis as that provided for Retrospective
2 Adjustment.

3
4 (c) Upon termination of this agreement all assets of the Authority shall be distributed
5 only among the Properties, including any of those Properties which previously withdrew
6 pursuant to Article 21(d) or were canceled pursuant to Article 22 of this agreement, in
7 accordance with and proportionate to their Contributions (including cash contributions and
8 property at market value when received) in excess of the total amount of Retrospective
9 Adjustments made during the term of this agreement. The Board of Directors shall determine
10 such distribution within six months after disposal of the last pending Claim or loss covered by
11 the Joint Protection Program pursuant to this agreement.
12

13 ARTICLE 25

14 PROVISION FOR BY-LAWS

15
16 At the first meeting of the Board of Directors, the Board shall adopt Authority bylaws to
17 govern the day-to-day operations of the Authority. Each Property shall receive a copy of any
18 bylaws adopted under this Article.
19

20 ARTICLE 26

21 LIABILITY AND INDEMNIFICATION

22
23 Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the
24 Authority shall not constitute debts, liabilities or obligation of any Property. Each Property is
25 independent of every other Property and of the Authority and not the agent of any Property or of
26 the Authority. In contemplation of the provisions of Section 895.2 of the California Government
27 Code, imposing certain tort liability jointly upon public entities, solely by reason of a joint
28 powers agreement as defined in Section 895 of that code, each Property, as between each other,
29 pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby
30 assume the full liability imposed upon it, or any of its officers, agents, or employees by law for
31 injury caused by a negligent or wrongful act or omission occurring in the performance of this
32 agreement, to the same extent that such liability would be imposed in the absence of Section
33 895.2 of the California Government Code. To achieve the above-stated purpose, each Property
34 shall indemnify and hold harmless each other Property for any loss, costs, or expense that may be
35 imposed upon such other Property solely by virtue of Section 895.2. The provisions of Section
36 2778 of the California Civil Code are made a part of this agreement as if set forth fully in this
37 agreement.
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ARTICLE 27

NOTICES

Notices to Properties hereunder shall be sufficient if delivered to the principal office of the respective Property. Notices to the Authority shall be sufficient if mailed to the address currently contained in the bylaws.

ARTICLE 28

AMENDMENT

This agreement may be amended at any time upon the three-fourths vote of all the Properties.

ARTICLE 29

PROHIBITION AGAINST ASSIGNMENT

No Property may assign any right, claim or interest it may have under this agreement, and no creditor, assignee or third party beneficiary of any Property shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.

ARTICLE 30

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Properties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the Properties have first executed this agreement by authorized officials thereof on the dates indicated below.

CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

JOINT POWERS AUTHORITY AGREEMENT

May 2011

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1 This Agreement is executed in the State of California by and among those public entities which are
2 parties signatory to this Agreement. All parties signatory to this Agreement shall hereinafter be called
3 "Party" [collectively "Parties"].

4
5 **RECITALS**

6
7 **Whereas**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et
8 seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the
9 contracting parties; and

10
11 **Whereas**, it is the mutual benefit of the Parties and in the public interest that the Parties join together
12 to provide:

- 13
- 14 • Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to
15 property;
 - 16 • Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers
17 authorities or public entity pooling arrangement; and
 - 18 • Sharing the administration of the Authority created by this document.

19
20 **Whereas**, each Party desires to enter into this Agreement with each of the other Parties for the purpose
21 of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

22
23 **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

24
25 **AGREEMENT**

26
27 This amended Agreement replaces the original Agreement and any prior amendments that may exist.

28
29 This Agreement is made under the authority of Government Code Section 6500 et seq. between the
30 undersigned public entities, after the governing boards of the entities determine that it is in their best
31 interest to execute this Agreement.

32
33 **ARTICLE I - PURPOSE**

34
35 The purpose of this Agreement is to exercise jointly powers common to each Party by:

- 36
- 37 • Creating an authority under Government Code Section 6500 et seq., a public entity that is
38 separate and apart from the Parties, to be known as the California Transit System Joint Powers
39 Authority, to administer a self-insurance pool,
 - 40 • Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint
41 powers authorities or other public entity pooling arrangements,
 - 42 • Maintaining funds sufficient to pay the losses to which the Parties agree to share through a
43 Coverage Program, and
 - 44 • Purchasing jointly administrative and other services, including risk management, loss
45 prevention, and legal defense in connection with the Coverage Programs.

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ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. "Authority" shall mean the California Transit Systems Joint Powers Authority.
2. "Board" or "Board of Directors" shall mean the governing board of the Authority.
3. "Coverage Programs" shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. "Coverage Program Documents" shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. "Contributions" shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. "Governing Documents" shall be those documents described in Article VII, Governing Documents.
7. "Member" or collectively "Members" shall mean a Party who is participating in a particular Coverage Program.
8. "Party" shall mean a signatory to this Agreement.
9. "Officer" shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties' intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement was effective from May 1, 1987 and shall stay in full force, as is, as amended on May 1, 2012 or any other subsequent amendments, until terminated in accordance with Article XX.

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ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The Board of Directors shall adopt Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members rights and duties, the Authority's rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority's operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and an Alternate to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.

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ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

- 1. To amend this Agreement;
- 2. Appoint the Representatives and Alternates to the Board of Directors; and
- 3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one Alternate from each Party to this Agreement. The Party shall appoint by official action an officer or employee of the Party to be the Director and such appointment shall remain in effect until such time as the Party appoints another to be the Director. The Party shall appoint by official action an officer or employee of the Party to be the Alternate and such appointment shall remain in effect until such time as the Party appoints another to be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the Director for which he/she is an Alternate is absent from the meeting.

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

- 1. Adopt, amend or alter the Bylaws;
- 2. Adopt the Authority's Annual Budget;
- 3. Create a Coverage Program;
- 4. Accept a Party to this Agreement; or
- 5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.

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ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application, with at least two-thirds affirmative vote of the entire Board. The membership shall become effective upon the Board's approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party's request pursuant to the Bylaws at any time.

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ARTICLE XVIII - EXPULSION

The Authority may expel a Party to this Agreement as a Party by a three-fourth vote of the entire Board. The Party shall be given written notice of such action of the Board at least ninety-days prior to the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties' Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly

1 upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that
2 code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and
3 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or
4 employees by law for injury caused by a negligent or wrongful act or omission occurring in the
5 performance of this Agreement, to the same extent that such liability would be imposed in the absence
6 of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party
7 shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed
8 upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California
9 Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

10
11 The members of the Board of Directors and the Officers and employees of the Authority shall act in good
12 faith and in the best interests of the Authority in the performance of their duties. The members of the
13 Board of Directors and Officers and employees shall be liable for an act or omission within the scope of
14 their employment with the Authority as a public entity only in the event that they act or fail to act
15 because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or
16 omissions by another member of the Board. Funds of the Authority shall be used to defend and
17 indemnify members of the Board, Officers, and employees for any act or omission pursuant to the
18 provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase
19 insurance covering acts or omissions of the Board of Directors, Officers, and employees.

20 21 **ARTICLE XXII - NOTICES**

22
23 Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the
24 Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as
25 established by Resolution.
26

27 **ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

28
29 No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor,
30 assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share,
31 interest, fund, premium, or asset of the Authority.
32

33 **ARTICLE XXIV - ARBITRATION**

34
35 Any controversy between the Parties hereto arising out of this Agreement shall be submitted to
36 arbitration, and such arbitration shall comply with and be governed by the provisions of the California
37 Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.
38

39 **ARTICLE XXV - AMENDMENTS**

40
41 This Agreement may be amended at any time by approval of three-fourths of the Parties.
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ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

Date: _____

By: _____
Printed Name of Authorized Signor

Signature of Authorized Signor

Title of Authorized Signor

Name of Agency

RESOLUTION NO. 2012-008

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY
BOARD OF DIRECTORS**

* * *

**APPROVING THE AMENDED JOINT POWERS AGREEMENT FORMING
THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY**

WHEREAS, on April 15, 1987, by its Resolution No. 87-010, the Board of Directors approved entering into an agreement that provided for the creation of the California Transit Systems Joint Powers Insurance Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses; and

WHEREAS, CalTIP has provided Central Contra Costa Transit Authority coverage for such liabilities, including losses to vehicles, at stable and overall cost-effective pricing; and

WHEREAS, the Board of Directors of Central Contra Costa Transit Authority finds it in the best interest of Central Contra Costa Transit Authority to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP; and

WHEREAS, the joint powers agreement of CalTIP has retained its original form as drafted in 1987, and there have been changes in laws and the operations of CalTIP since that time; and

WHEREAS, the Board of Directors recognizes these changes and the need to amend the CalTIP joint powers agreement to enable CalTIP to benefit from the changes in laws, adapt to changes in the environment that CalTIP operates, and to benefit from the developments in managerial and operational techniques of the joint powers authority for the purpose of jointly funding tort liabilities and other losses facing the parties to the agreement in the future.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Central Contra Costa Transit Authority accepts the changes to the CalTIP joint powers agreement as presented, and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the General Manager to sign the amended joint powers agreement that shall enable the Central Contra Costa Transit Authority to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP.

THIS RESOLUTION DULY PASSED this 20th day of October 2011.

AYES:

NOES:

ABSENT:

ABSTAIN:

Amy R. Worth, Chair, Board of Directors

ATTEST: _____
Janet Madrigal, Clerk to the Board

The County Connection



TO: MP&L Committee

DATE: October 7, 2011

FROM: Rick Ramacier
General Manager *R. Ramacier*

SUBJECT: Metropolitan Transportation
Commission (MTC) Transit
Sustainability Project (TSP)

Background

Last month, the MP&L Committee made a recommendation to the Board to pursue a joint letter with other small operators to MTC regarding:

- 1.) Concerns with a possible proposal from TSP consultants to have MTC require all transit operators to have a 20% farebox ratio.
- 2.) Concern with no written MTC response to the letter written by some of the small operator general managers regarding TSP concerns and suggestions.

At the Board meeting in October, it was determine to hold off on any letter pending new information. Since that time a number of significant things have occurred that are encouraging and greatly reduce the need for a letter. They include:

- A letter from MTC dated September 30, 2011 adequately addressing the concerns raised by the general managers on April 27, 2011. This includes stating that only regional transit routes are likely to be subject to farebox ratio standards in relation to receiving "regional" funding. The letter also indicates that the small operators will not be subject to the same financial performance requirements as the large operators. The letter suggests that implementation of the Clipper card by the small operators is of greater interest to MTC than having the small operators meet some sort of performance standard(s). Finally, the letter mentions using the work of the TSP to promote goals related to improving paratransit performance in a manner consistent with our own goals. A copy of this letter is attached.
- Comments made for the record at the TSP Steering Committee meeting of September 19, 2011 by MTC Executive Director Steve Heminger that stated that it is not MTC's intention to apply service standards to anything beyond "regional" transit services. He also indicated that financial performance requirements would possibly be made retroactively to 2008. This would increase the likelihood that many operators have already made progress as many operators have lowered their operating costs per hour since 2008, largely due to labor cost reductions made by many operators over the past few years.
- No other small operator's Board of Directors has indicated a willingness to sign a joint letter to MTC at this time.

Recommendation

For these reasons and developments, I am recommending that we hold off on seeking to send a joint Board letter to MTC at this time. Staff will bring updates to the MP&L Committee monthly with appropriate action recommendations – if necessary.

Action Requested

Staff respectfully requests that the MP&L Committee forward this report and the attached MTC letter to the Board of Directors along with the staff recommendation for their consideration at the Board meeting of October 20, 2011.



METROPOLITAN
TRANSPORTATION
COMMISSION

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and Development Commission

Steve Kusey
Marin County and Cities

Sam Liccardo
Cities of Santa Clara County

Jake Mackenzie
Sonoma County and Cities

Kevin Middle
Cities of San Mateo County

Bijou Savitri
State Business, Transportation
and Housing Agency

James R. Spring
Solano County and Cities

Scott Wiener
San Francisco Mayor's Appointee

Steve Heninger
Executive Director

Anu Henser
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

September 30, 2011

Mr. Rick Ramacier
General Manager
Central Contra Costa Transit Authority
2477 Arnold Industrial Way
Concord, CA 94520-5327

Dear Mr. ~~Ramacier~~ *Rick*,

As the Transit Sustainability Project begins focusing on a set of draft recommendations, I would like to take this opportunity to respond to your letter transmitted on April 27, 2011. We have been working extensively with the transit operators over the past year to develop a performance-based framework focused on financial and service-related metrics that will help make transit in the region more sustainable in the future. We appreciate the feedback we have received from the transit operators throughout the process, and believe the project has benefited greatly from the transit operators' active involvement.

The draft financial performance metrics were presented at the January and March PSC meetings¹. At the September 19th TSP Project Steering Committee (PSC), we discussed a draft proposal for the service performance metrics. The current staff recommendations would (1) apply the financial performance metrics and improvement targets to the seven largest operators, and (2) apply the service performance metrics and targets to regional, as distinct from local, transit services.

Financial Performance

As you know, the seven largest operators in the region account for 96 percent of the costs of the region's transit network and 93 percent of the passengers. In addition, the large operators generally have significantly higher operating costs per hour of service than the smaller operators. Therefore, staff's draft recommendation of reducing operating costs per hour of service by ten percent over the next three years would apply only to these seven large operators.

¹ <http://www.mtc.ca.gov/planning/tsp/>

Service Performance

Staff's proposed recommendation on regional service performance metrics would apply to "regional transit" service and would include all transit modes that cross the Bay and all routes of a length of twenty miles or more that cross a county line. (See Attachment A for the draft list of regional services.) The focus on the performance of regional services stems from the fact that as the regional agency, MTC is more directly involved in funding regional bus and ferry operating and rail capital investments. MTC/BATA is also involved in setting toll policy and bridge operations, which are often closely linked with regional transit serving the bridge corridors. The service performance metrics proposed for the regional services include both a capacity utilization metric, as well as a farebox recovery metric. Staff is not recommending that performance metrics be applied to any sub-regional or local services. However, we are recommending that all transit agencies remain responsible for establishing performance metrics for their sub-regional and local services, and track and report these metrics on an ongoing basis.

In addition to the regional service performance measures, staff recommends measures that would track speed improvements in the urban trunk system. (See Attachment A for a draft list of urban trunk routes.) The urban trunk routes account for over fifty percent of transit riders in the region, and have significant operational challenges resulting in the system currently operating at an average speed of nine miles per hour. The current proposal would make funding available to projects that will speed service on urban trunk corridors. Staff will be working to further develop this concept over the coming months.

Please note that several members of the Project Steering Committee did not support staff's proposal and would like MTC to establish performance metrics for all services, including local services. We anticipate this will be a continued point of discussion as the project moves towards final recommendations for Commission action in early 2012.

Clipper Implementation

While staff is not recommending that regional performance metrics and targets be applied to non-regional, local services, we do expect that the TSP institutional analysis will focus on joint, coordinated efforts to improve the transit customer experience, including implementation of the Clipper program on the region's smaller operators. At the September 9th MTC Operations Committee meeting (http://apps.mtc.ca.gov/meeting_packet_documents/agenda_1718/item_3.pdf) MTC staff proposed a roll out strategy that groups smaller operators into sub-regional groups that would each be responsible for jointly implementing Clipper using a standard set of business rules, uniform fare policies, and fare revenue distribution procedures. This joint implementation approach will provide a simplified system for transit customers and make Clipper® Phase III implementation more cost and time effective.

ADA Paratransit

The TSP also includes analysis of ADA-paratransit. Initial findings, which were developed in consultation with the Paratransit Technical Advisory Committee, were presented at the September 19th PSC meeting. As we move forward with conducting user focus groups and finalizing recommendations to both manage costs and improve mobility, we anticipate that while the recommendations will not be uniform across all agencies, they will include some items for all operators in the region. We look forward to CCCTA's continued active participation in the development of recommendations to address cost containment and service improvements for ADA paratransit services.

Thank you for your continued engagement in the TSP. We look forward to continuing to work with you as we advance this critical effort to make the region's transit system more sustainable. Please contact me (510-817-5820 or aflemer@mtc.ca.gov) if you have any questions.

Sincerely,



Ann Flemer

Deputy Executive Director, Policy

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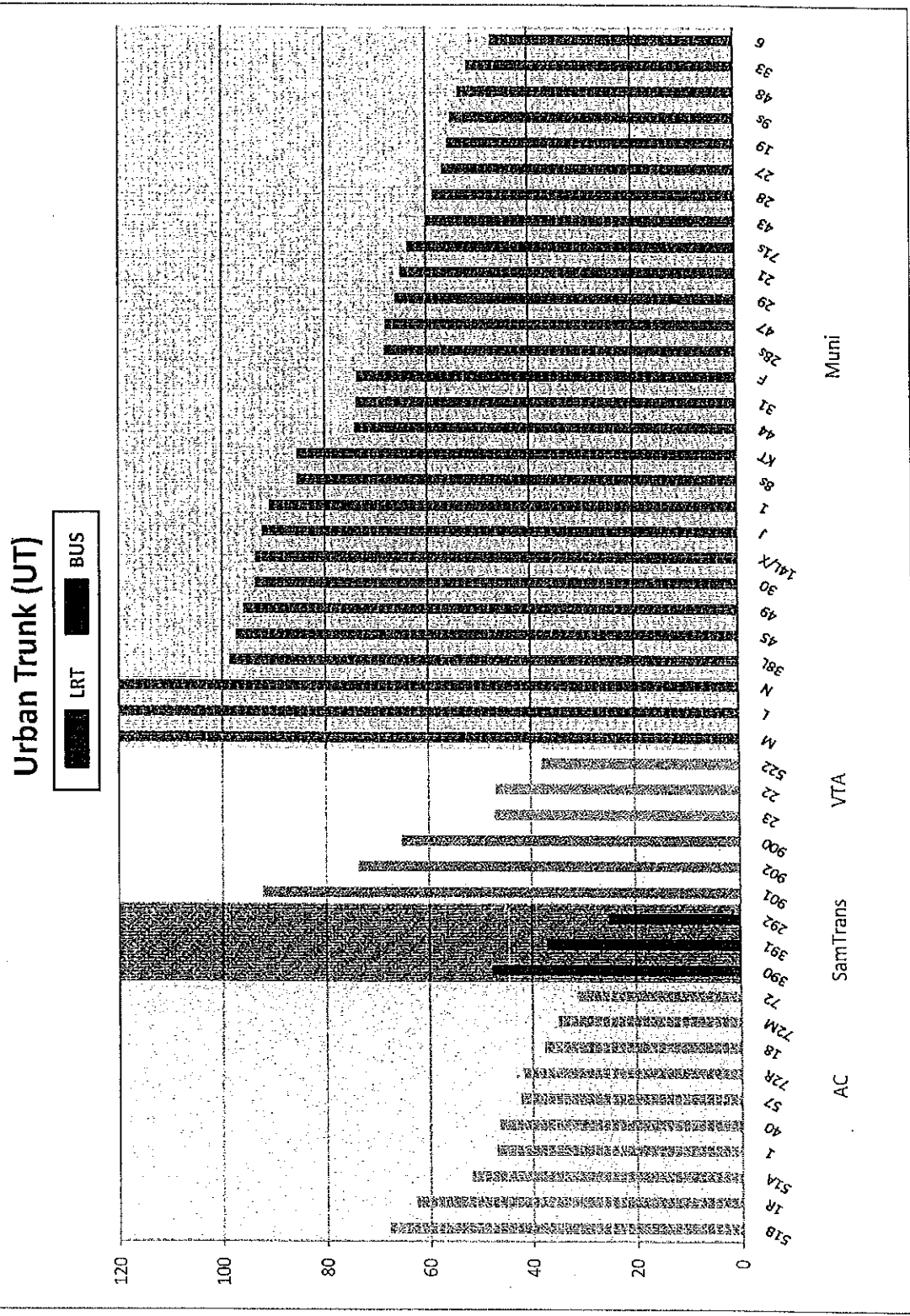
Regional Transit Services

- Regional system as defined by:
 - crossing the Bay, or
 - having a route length of twenty miles or more and crossing a county line
- Includes:
 - BART, Caltrain
 - TransBay bus services
 - Express bus services that cross a county line
 - Ferry services



Urban Trunk Routes

Weekday Passenger Boardings per Revenue Hour
Urban Trunk (UT)



The County Connection

Inter Office Memo

To: Board of Directors

Date: October 12, 2011

From: Anne Muzzini, Director of Planning and Marketing *AM*

Reviewed By: *AK*

SUBJECT: Dougherty Valley Agreement

SUMMARY OF ISSUES:

The Dougherty Valley Agreement describes how one time developer fees are used to pay for transit service – the Route #35. The County collects between \$431 and \$500 per unit as Gale Ranch and Windemere subdivisions are built. Originally the five year contract estimated that \$2,367,109 would be collected over the period and in trade CCCTA guaranteed a specific level of service (30 minute headways on route #35). The contract term is up in December 2011 and the fees generated will fall short by approximately \$980,000. Fees fell with the economic downturn and the resulting slower build rate.

To continue the relationship whereby fees collected by the County are paid to CCCTA for Dougherty Valley service, County and CCCTA staff, and the respective counsel have arrived at the following agreements.

- Create a new agreement rather than extend the existing one.
- End the demonstration period for Route #35 and shift it into CCCTA purview whereby available funding and system standards to inform service level decisions.
- Use fees to “buy” service improvement over a minimum level of 5,000 hours a year at a rate that starts at \$85/hr and increases at the CPI.
- End the agreement upon build out of the subdivisions.

Last year CCCTA obtained \$158,000 in fees from the County. Under the new terms this would buy 1,859 hours of service at the \$85/hr rate and CCCTA would provide at least 5,000 hours (the minimum) plus the County “improvement” (1,859 hrs) for a total of 6,859 hours of service. CCCTA has consistently provided more than this on the route #35 and as the route performs in the middle in terms of productivity, there are no plans to change service levels. Attached is the past trend for fee collection.

RECOMMENDATIONS:

The O&S Committee recommends that the Board authorize the general manager to enter into a new agreement with the County for Dougherty Valley transit service in accordance with the description above.

FINANCIAL IMPLICATIONS:

A new agreement is necessary to continue the flow of Dougherty Valley developer fees to CCCTA for transit service. Fees have been declining since the 2008-09 year resulting in lower “outside” revenues to support the Route #35.

OPTIONS:

1. Support recommendation
2. Other action as determined by the Board

Dougherty Valley Developer Fees - Actual

FY 2008	461,228
Fy 2009	538,508
FY 2010	203,589
Fy 2011	158,000
<hr/>	
Total Billed and Paid	1,361,325
Total Contract Amount	2,342,110
Remaining	980,785

RESOLUTION NO. 2012-011

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY
BOARD OF DIRECTORS**

* * *

**AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN AGREEMENT
WITH CONTRA COSTA COUNTY FOR OPERATION
OF DOUGHERTY VALLEY PUBLIC TRANSIT SERVICES**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 *et seq.*, for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, since 2006, CCCTA has operated a demonstration project for public transportation services in the Dougherty Valley, pursuant to an agreement with the County of Contra Costs ("County"), whereby the County collected and contributed transit fees assessed on new dwelling constructed in the Dougherty Valley to be used for the demonstration transit service project;; and

WHEREAS, as the demonstration project will end in December 2011, the County and CCCTA have negotiated a new agreement to continue the provision of public transportation in Dougherty Valley, whereby CCCTA will operate a minimum level of service of 5,000 hours per year at CCCTA's expense, subject to the availability of funding and CCCTA's planning and budget review process for regularly scheduled fixed route service; and

WHEREAS, the proposed new agreement provides for additional service hours to be included over the minimum level of service based upon available funding to be contributed by the County from the collection of transit fees from the construction of new dwellings in Dougherty Valley; and

WHEREAS, the Operations & Scheduling Committee recommends that the Board approve a new agreement to continue the provision of public transit service in Dougherty Valley upon the terms and conditions that have been negotiated and presented by staff.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Central Contra Costa Transit Authority that the General Manager, or his designee, is hereby authorized to enter into an Agreement with Contra Costa County, in a form approved by Legal Counsel, for the operation of Dougherty Valley Public Transportation Services, upon the terms and conditions that have been reviewed and presented to the Board.

Regularly passed and adopted this 20th day of October by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Amy R. Worth, Chair, Board of Directors

ATTEST:

Janet Madrigal, Clerk to the Board

Inter Office Memo**To:** Board of Directors**Date:** October 12, 2011**From:** Anne Muzzini, Director of Planning and Marketing**Reviewed By:** *AM***SUBJECT: Security Project Funding****SUMMARY OF ISSUES:**

CCCTA has received \$116,919 a year from California Emergency Management Agency (CalEMA) in Prop 1B Transit Security (TSGP) funds since 2008.

- 2008 - approved and spent for on-board cameras
- 2009 - approved for perimeter security
- 2010 - approved for perimeter security
- 2011 - in process, grant for perimeter security

The A&F Committee has questioned the need for enhanced perimeter security and asked that the program be reviewed. Since only projects that are on the FEMA Authorized Equipment List (AEL) can be funded the options are limited. Staff is recommending that some of the TSGP funding be shifted from perimeter security to ITS system enhancements and on-board cameras.

Staff recommends that the 2009 funds be used as originally intended as there are some gate improvements that are necessary and that will enhance daily operations as well as improve security.

Staff recommends that the 2010 funds be used to upgrade the peripherals for the ITS project from modems to routers. The original budget for the ITS project included funding for 121 modems that are used to transmit location and time data that is used in the new dispatch module and the real time passenger information module.

Substituting routers for the modems is more expensive but they will:

- a) enable us to stream video from the security cameras, and
- b) enable any bus to serve as dispatch for the fleet.

The ability for any bus to become a mobile dispatch center has great security and emergency response implications. The modems were estimated to cost \$650 each while the routers have been priced at \$1,100. Staff proposes to use all of the 2010 funds to pay for peripherals as part of the ITS project. Funds that were previously identified to pay for the modems will be shifted to vehicle replacement match.

Staff recommends that 2011 funds be spent on the purchase new onboard cameras to replace more of the old ones. The onboard cameras have proven to be very useful in daily operations and have features that will enable dispatch to see what's going on in the bus should we choose to implement video streaming in the future.

RECOMMENDATIONS:

The O&S Committee recommends that the Board adopt resolutions that shift 2010 and 2011 TSGP funds from a perimeter security project to ITS improvements (routers instead of modems) and the purchase of replacement onboard cameras.

FINANCIAL IMPLICATIONS:

There will be no impact on the operating budget. Capital funds already approved will be shifted from one project to another.

OPTIONS:

1. Support recommendation
2. Other action as determined by the Board

RESOLUTION NO. 2012-009

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY
BOARD OF DIRECTORS**

* * *

**AUTHORIZATION TO REQUEST AN ALLOCATION OF
FISCAL YEAR 2010 PROPOSITION 1B CALIFORNIA TRANSIT
SECURITY GRANT PROGRAM FUNDS**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 et seq., for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, the California Transit Security Grant Program (CTSGP) is a funding program that is part of the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, otherwise known as Proposition 1B, which was approved by California voters on November 7, 2006; and

WHEREAS, funds from the CTSGP are to be made available to project sponsors in California for capital security and safety transit projects; and

WHEREAS, the State Controller develops an annual list with the amounts that each eligible project sponsor is programmed to receive; and

WHEREAS, in Fiscal Year (FY) 2010, the Central Contra Costa Transit Authority is programmed to receive \$116,919; and

WHEREAS, staff recommends that the Board authorize the General Manager, or his designee, to submit an allocation request to the California Emergency Management Agency (CalEMA) and any other documents required to receive a total of \$116,919 in FY10 CTSGP funds for ITS peripherals (routers) that will enable video streaming and computer aided dispatch.

NOW THEREFORE, BE IT RESOLVED by the CCCTA Board of Directors that the General Manager, or his designee, is authorized to submit an allocation request to the CalEMA and any other documents required to receive a total of \$116,919 in FY 10 CTSGP funds for ITS peripherals (routers); and

BE IT FURTHER RESOLVED that the General Manager, or his designee, is authorized to execute and file any assurances, certification, or furnish any additional information as CALEMA may require in connection with the filing of this allocation request.

Regularly passed and adopted this 20th day of October 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Amy r. Worth, Chair
CCCTA Board of Directors

ATTEST:

Janet Madrigal, Clerk to the Board

RESOLUTION NO. 2012-010

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY
BOARD OF DIRECTORS**

* * *

**AUTHORIZATION TO REQUEST AN ALLOCATION OF
FISCAL YEAR 2011 PROPOSITION 1B CALIFORNIA TRANSIT
SECURITY GRANT PROGRAM FUNDS**

WHEREAS, the County of Contra Costa and the Cities of Clayton, Concord, the Town of Danville, Lafayette, Martinez, the Town of Moraga, Orinda, Pleasant Hill, San Ramon and Walnut Creek (hereinafter "Member Jurisdictions") have formed the Central Contra Costa Transit Authority ("CCCTA"), a joint exercise of powers agency created under California Government Code Section 6500 et seq., for the joint exercise of certain powers to provide coordinated and integrated public transportation services within the area of its Member Jurisdictions; and

WHEREAS, the California Transit Security Grant Program (CTSGP) is a funding program that is part of the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, otherwise known as Proposition 1B, which was approved by California voters on November 7, 2006; and

WHEREAS, funds from the CTSGP are to be made available to project sponsors in California for capital security and safety transit projects; and

WHEREAS, the State Controller develops an annual list with the amounts that each eligible project sponsor is programmed to receive; and

WHEREAS, in Fiscal Year (FY) 2011, the Central Contra Costa Transit Authority is programmed to receive \$116,919; and

WHEREAS, staff recommends that the Board authorize the General Manager, or his designee, to submit an allocation request to the California Emergency Management Agency (CalEMA) and any other documents required to receive a total of \$116,919 in FY11 CTSGP funds for onboard security cameras.

NOW THEREFORE, BE IT RESOLVED by the CCCTA Board of Directors that the General Manager, or his designee, is authorized to submit an allocation request to the CalEMA and any other documents required to receive a total of \$116,919 in FY 11 CTSGP funds for onboard security cameras; and

BE IT FURTHER RESOLVED that the General Manager, or his designee, is authorized to execute and file any assurances, certification, or furnish any additional information as CalEMA may require in connection with the filing of this allocation request.

Regularly passed and adopted this 20th day of October 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Amy R. Worth, Chair
CCCTA Board of Directors

ATTEST:

Janet Madrigal, Clerk to the Board