

# County Connection

2477 Arnold Industrial Way    Concord, CA 94520-5326    (925) 676-7500    countyconnection.com

## **BOARD OF DIRECTORS MEETING AGENDA**

**Thursday, July 18, 2019  
9:00 a.m.**

**CCCTA Paratransit Facility  
Gayle B. Uilkema Memorial Board Room  
2477 Arnold Industrial Way  
Concord, California**

The County Connection 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 June 20, 2019\*
  - b) CalTIP Bylaws Amendment\*  
Resolution No. 2020-01\*  
(CalTIP is amending its bylaws. Each CalTIP member is asked to adopt a resolution in support of the amendment of the bylaws. The A & F committee recommends adoption of Resolution No. 2020-01.)
  - c) CCCTA Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Years (FFYs) 2020 through 2022\*  
Resolution No. 2020-02\*  
(The A&F Committee recommends that the Board of Directors adopt Resolution No. 2020-02, which adopts a three-year DBE overall goal of 4.65% for federally assisted contracts and authorizes staff to forward the goal and goal setting methodology to the FTA.)
  - d) Bishop Ranch Service Restructure Proposal\*  
Resolution No. 2020-03\*  
(The O&S Committee recommends adoption of Resolution No. 2020-03, which authorizes the proposed implementation of changes to 95X, 96X and 97X as part of the scheduled changes in November.)
5. Report of Chair
  - a) Report from the Nominating Committee for Election of CCCTA Officers

Clayton • Concord • Contra Costa County • Danville • Lafayette • Martinez  
Moraga • Orinda • Pleasant Hill • San Ramon • Walnut Creek

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**

6. Report of General Manager
  - a) FASTER Bay Area  
(The General Manager will update the Board of an effort underway on a possible region wide initiative to raise \$110 billion in transportation funding.)
7. Report of Standing Committee
  - a) Marketing, Planning & Legislative Committee  
(Committee Chair: Amy Worth)
    - 1) Transportation Expenditure Plan Update – Verbal Update  
(Staff will provide an update on the development of the TEP.)
8. Report from the Advisory Committee
  - a) Re-appointment of James Donnelly to Advisory Committee Representing Town of Danville\*
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. Closed Session:  
Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)) – Keith Polee v. Central Contra Costa Transit Authority; U.S. District Court, Northern District of California Civil Case No. 4:18-cv-05405-DMR
11. Open Session:
  - a) Report of Action(s) Taken During the Closed Session
12. Adjournment

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\*Enclosure

\*\*It will be available at the Board meeting.

## General Information

Possible Action: The Board may act upon any item listed on the agenda.

Public Comment: Each person wishing to address the County Connection 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.countyconnection.com](http://www.countyconnection.com).

Accessible Public Meetings: Upon request, County Connection 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 County Connection at least 48 hours before the meeting convenes. Requests should be sent to the Board Clerk, Lathina Hill, at 2477 Arnold Industrial Way, Concord, CA 94520 or [hill@cccta.org](mailto:hill@cccta.org)

Shuttle Service: With advance notice, a County Connection LINK shuttle can be available at the BART station nearest the meeting location for individuals who want to attend the meeting. To arrange for the shuttle service, please call (925) 938-7433 between 8:00 am and 5:00 pm at least one day before the meeting.

### Currently Scheduled Board and Committee Meetings

Board of Directors:	Thursday, August 15, 9:00 a.m., County Connection Board Room
Administration & Finance:	Monday, August 5, 9:00 a.m., Hanson Bridgett, 1676 North California Blvd., Suite 620, Walnut Creek, California
Advisory Committee:	TBA. County Connection Board Room
Marketing, Planning & Legislative:	Thursday, August 1, 8:30 a.m., Supervisor Andersen's Office, 3338 Mt. Diablo Blvd. Lafayette, CA
Operations & Scheduling:	Friday, August 2, 8:15 a.m. Supervisor Andersen's Office, 3338 Mt. Diablo Blvd. Lafayette, CA

**The above meeting schedules are subject to change. Please check the County Connection Website ([www.countyconnection.com](http://www.countyconnection.com)) or contact County Connection staff at 925/676-1976 to verify date, time and location prior to attending a meeting. This agenda is posted on County Connection's Website ([www.countyconnection.com](http://www.countyconnection.com)) and at the County Connection Administrative Offices, 2477 Arnold Industrial Way, Concord, California**

# County Connection

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## CCCTA BOARD OF DIRECTORS

### MINUTES OF THE REGULAR MEETING

June 20, 2019

#### CALL TO ORDER/ROLL CALL/CONFIRM QUORUM

Vice Chair Andersen called the regular meeting of the Board of Directors to order at 9:00 a.m. Board Members present were Directors Hudson, Storer, Tatzin and Worth. Alternate Board Members present were Obringer and Wedel. Directors Dessayer, Haydon, Hoffmeister, Noack, Schroder and Wilk were absent.

Staff: Ramacier, Sherman, Campos, Cheung, Churchill, Estimo, Glenn, Hedgpeth, Hill, Horta, Kamara, Lee, Lehman, Martinez, McCarthy, Mitchell, Modar, Reeb and Rettig,

**Public Comment:** None

Public Hearing: CCCTA FY2020 Operating and Capital Budget

At 9:03 a.m., Vice Chair Andersen opened the public hearing regarding the CCCTA FY2020 Operating and Capital Budget. Erick Cheung, Director of Finance, stated that the public hearing is being held for the purpose of discussing and receiving public input on the budget. He advised the public hearing was properly noticed in the East Bay Times. The total FY2020 operating and capital budget is \$42,271,087. The operating budget of \$41,582,087 is funded 82% with local funds, 13% from the farebox and special fare revenues, 3% federal funds, and 2% with other revenue. The operating budget will support approximately 219,793 revenue hours of fixed-route service and 74,394 revenue hours of County Connection LINK dial-a-ride services. Vice Chair Andersen asked if there were any comments from the public regarding the FY2020 Operating and Capital Budget. No comments were received and the public hearing closed at 9:04 a.m.

Due to timing conflict, Vice Chair Andersen moved Item #8.a.1 in front of the Consent Calendar.

#### Administration & Finance Committee

#### Revised Fiscal Year 2020 Draft Budget and Ten Year Forecast, Resolution No. 2019-028

Director Tatzin informed the Board that the A & F Committee has reviewed the budget multiple times and nothing has changed since we looked at the May 2019 Board meeting.

**MOTION:** Director Tatzin moved approval of Resolution No. 2019-024, adoption of the Revised Fiscal Year 2020 Draft Budget and Ten Year Forecast. Director Hudson seconded the motion and it received the following vote of approval:

Aye: Directors Andersen, Hudson, Obringer, Storer, Tatzin, Wedel and Worth  
No: None  
Abstain: None  
Absent: Directors Dessayer, Haydon Hoffmeister, Noack, Schroder and Wilk

## CONSENT CALENDAR

MOTION: Director Tatzin moved approval of the Consent Calendar, consisting of the following items: (a) Approval of Minutes of Regular Meeting of May 16, 2019; (b) Resolution No. 2019-027, Adjustment to Non-Represented Administrative Employees Compensation; (c) Resolution No. 2019-026, Adoption of Gann Appropriations Spending Limitation for FY2019. (d) Resolution No. 2019-029, Declaring an Effective Date for Compensation Adjustment for the General Manager for FY 2019-2020. Director Worth seconded the motion and it received the following vote of approval:

Aye: Directors Andersen, Hudson, Obringer, Storer, Tatzin, Wedel and Worth  
No: None  
Abstain: None  
Absent: Directors Dessayer, Haydon Hoffmeister, Noack, Schroder and Wilk

## REPORT OF CHAIR:

### Appointment of Nominating Committee for Election of CCCTA Officers

Vice Chair Andersen explained the nominating committee would consist of the current Chair, Sue Noack, and the last 2 Chairs, Director Schroder and Director Hoffmeister. The nominees for the next year will be Candace Andersen as Chair, Keith Haydon as Vice Chair and Dave Hudson as Secretary.

## REPORT OF GENERAL MANAGER:

### Recognition of the 1<sup>st</sup> Quarter Employees, 2019

Administration: Yvette Glenn, Dominique Martinez, Elmer Estimo, Louise Lehman, Martha Lee and Miguel Duenas  
Maintenance: Joaquin Campos  
Transportation: Jane Modar and Kenneth Manning

### Recognition of the 2018 General Manager's Award

Transportation: Ron Allison-  
Director Worth left at 9:16 a.m.

### Status of the August 2019 County Connection Board of Directors Meeting

General Manager, Rick Ramacier, informed the Board that the August meeting will need to be held because staff is aware of a couple of items that will need to be approved. Director Andersen inquired about a call in option for those that might not be available to attend in person. Staff will look into this option as well as any available alternates.

### FASTER Bay Area

General Manager, Rick Ramacier, informed the Board that there is a group led by Facebook, Genetech, Spur and Transform that is considering sponsoring a November 2020 ballot measure that will benefit transit. The measure will cross nine counties and different transit agencies, and some potential projects include a second BART tube, a second Bay Bridge and rail on the Dumbarton Bridge. He will keep the Board informed on this project.

## REPORT OF STANDING COMMITTEES

### **Marketing, Planning & Legislative Committee**

#### Draft Transportation Expenditure Plan Project List

Ruby Horta, Director of Planning & Scheduling, gave the Board a brief background on the development of a new Transportation Expenditure Plan (TEP). Contra Costa Transportation Authority staff presented the initial public opinion research, proposed guiding principles and work plan at the April 2019 Contra Costa Transportation Authority Board meeting. At the Contra Costa Transportation Authority Board meeting in May 2019, staff was authorized to proceed with the development of a new TEP for placement on the March 2020 ballot.

She later explained that given the relatively condensed timeline to finalize the TEP, transit agencies, cities and interested stakeholders have been preparing potential revisions to line items within the existing TEP. County Connection staff has prepared a list of priority projects, which based on the poll results, would generate voter support. Staff understands that no single project can be fully funded with revenues from the tax measure. However, these funds will give Contra Costa projects an advantage when it comes to applying for competitive grants at regional, state and federal levels. This list of projects and cost estimates is an initial draft and will be adjusted based on feedback from the Board and other stakeholders. It is our understanding that the length of the tax has not yet been determined. This was an information only item.

## **Operations & Scheduling Committee**

### Update on Walnut Creek Transit Village

Bill Churchill, Assistant General Manager, gave the Board a brief background on the Walnut Creek BART station, which has been designated by the Metropolitan Transportation Commission (MTC) as a regional transit hub. As a major transportation hub, County Connection, Livermore Amador Valley Transit Authority (LAVTA), Solano County Transit (SolTrans), and at least four separate private transportation entities use the facility. County Connection operates ten (10) local routes, four (4) express routes, two (2) school routes and paratransit services out of the facility. The first stage of the new Transit Village has been completed, which includes a parking garage for the general public and a host of bus bays for the previously mentioned transit operators. As County Connection began operating in the new garage, staff discovered a number of problems needing to be resolved. The issues ranged from passenger confusion in locating their bus stops to the Wave inductive charging bays having been incorrectly constructed.

While confusion regarding bus stop locations still persists, the volume has dropped considerably with the efforts to communicate through signage and on ground interaction with the public. The developer has correctly reconstructed the inductive charging vaults. The overall concern at this point is gaining a complete perspective of who controls what components of the BART station, including the bus bays, and where to turn for support when significant issues arise. To that end, County Connection Legal Counsel is reviewing applicable documents related to the project. This item was informational, and staff will continue to give the Board updates on this project.

## **Report from the Advisory Committee**

### Appointment of Matthew Horne to Advisory Committee Representing City of Pleasant Hill and Jason Sommers as the alternate

MOTION: Director Tatzin moved that Matthew Horne be appointed to the Advisory Committee and Jason Sommers as an alternate representing the City of Pleasant Hill. Director Storer seconded the motion and it received the following vote of approval:

Aye:	Directors Andersen, Hudson, Obringer, Storer, Tatzin and Wedel
No:	None
Abstain:	None
Absent:	Directors Dessayer, Haydon Hoffmeister, Noack, Schroder and Wilk

### Appointment of Marjorie McWee to Advisory Committee Representing Contra Costa County

**MOTION:** Director Hudson moved that Marjorie McWee be appointed to the Advisory representing Contra Costa County. Director Wedel seconded the motion and it received the following vote of approval:

Aye: Directors Andersen, Hudson, Obringer, Storer, Tatzin and Wedel  
No: None  
Abstain: None  
Absent: Directors Dessayer, Haydon Hoffmeister, Noack, Schroder and Wilk

**BOARD COMMUNICATION:** None

**ADJOURNMENT:** Vice Chair Andersen adjourned the regular Board meeting at 9:50 a.m.  
Minutes prepared by

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Lathina Hill  
Assistant to the General Manager

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Date

To: Board of Directors

Date: July 18, 2019

From: Erick Cheung, CFO

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**SUBJECT: CalTIP Bylaws Amendment**

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**Summary of Issues:**

County Connection joined California Transit Systems Joint Powers Authority (CalTIP) in 1987 to obtain liability coverage, vehicle physical damage coverage and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. CalTIP has provided competitive rates and needed risk management services over the years. As were many other self-insurance pools, CalTIP 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.

CalTIP was formed with the signing of a Joint Powers Agreement (Agreement) by each of its members in 1987 and was last amended in May 2011. At that time, it was to align with current operations and practices of CalTIP.

The current amendments to the Agreement are the result of discussions with CalTIP's Oversight Committee and Board to address CalTIP's ongoing challenges associated with achieving certain quorum requirements at Board meetings in order to conduct business and to ensure the governing documents align with CalTIP's current practices and procedures.

CalTIP's draft Agreement and Bylaws with changes were shown to all CalTIP members on April 3, 2019, to provide members with time to review the changes, provide comments, and ask questions.

At its April 18th meeting, the CalTIP Board approved the amended Agreement. In addition, the CalTIP Board approved the Bylaws as amended to become effective upon approval of the Agreement. While the CalTIP Board has the authority to approve the amendments to the CalTIP Bylaws, because the Agreement makes reference to that document, it has been included for informational purposes.



The Agreement needs to be adopted by the governing bodies of at least three-fourths of the members of CalTIP, although CalTIP believes it best to have all members adopt the amended Agreement. The amendments are intended to address ongoing challenges with quorum requirements and provide the CalTIP Board the flexibility and ability to make decisions and carry-forth initiatives in a more expeditious manner to the benefit of the organization. Each member, including County Connection, has representation on the CalTIP Board of Directors and each director has similar interests as County Connection in the operations of CalTIP because each member is a transit agency similar to County Connection. Thus, the A&F Committee and staff respectfully requests the Board pass the attached Resolution No. 2020-01.

**ATTACHMENTS:**

- a) Comparison of Amended Joint Powers Agreement to Current
- b) Amended CalTIP Joint Powers Agreement – 2019
- c) Amended CalTIP Bylaws – 2019
- d) Resolution No. 2020-01

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

Current to Proposed:

<b>Current JPA Reference</b>	<b>Changes in Proposed JPA</b>	<b>Proposed JPA Reference</b>
Page 1, Lines 1 - 3	Changing the opening paragraph prior to recitals for clarification purposes.	Page 1, Lines 1 - 3
Page 1, Line 27	Adding language to clarify the amended Agreement will become effective as soon as three-quarters of the current Parties to the Agreement approve the Agreement.	Page 1, Lines 26 - 27
Page 2, Lines 81 - 83	Article IV – Term of Agreement: Adding language to clarify the agreement is effective as amended from time to time.	Page 2, Lines 85 - 87
Page 3, Line 111 - 112	Article VII – Governing Documents: Including language stating the amended Bylaws are attached to the document and noting they will be deemed adopted upon the effective date of the Agreement. (The Board has the authority to adopt the Bylaws; however, because some of the amendments to the Bylaws dovetail with the amendments to the Agreement, the Board adopted the amended Bylaws to become effective upon the effective date of the Agreement). The language was also changed to clarify the Board may amend the Bylaws.	Page 3, Lines 113 - 114
Page 3, Line 130	Article VIII – Responsibilities of the Parties: Clarifying one or more Alternates may be appointed to the Board, which is CalTIP's current practice.	Page 3, Line 134
Page 4, Lines 148 - 154	Article X – Board of Directors: Adding language to maintain consistency regarding appointment of "one or more Alternates" to the Board, referring to the Bylaws for specifics regarding the constitution of the Board of Directors, and removing the specifics from the Agreement.	Page 4, Lines 153 - 154
Page 5, Line 202 - 203	Article XVI – New Parties: Removing the quorum requirement from this section of the Agreement. Specifics regarding the quorum requirement are contained in the amended Bylaws. (The Bylaws require a two-thirds affirmative vote of the Board present and voting).	N/A
Page 6, Lines 221 - 223	Article XVIII – Expulsion: Removing the quorum requirement from this section of the Agreement and referencing the Bylaws. (The Bylaws require a three-fourths vote of the Board present and voting). Adding language to clarify written notice of such action will be provided to the expelled Party at least 90 days prior to the effective date of the expulsion.	Page 6, Lines 220 - 222
N/A	Article XXII – Notices: Adding language stating notices of meetings may be provided via e-mail.	Page 7, Lines 290 - 291
Page 7, Line 303	Article XXV – Amendments: Changing the approval requirement to amend the Agreement from three-fourths of the Parties to two-thirds of the Parties for future amendments.	Page 7, Line 310

**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.

**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.

**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.

**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.



**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.

**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

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

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

## **ARTICLE XXII - NOTICES**

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

## **ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

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

## **ARTICLE XXIV - ARBITRATION**

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

## **ARTICLE XXV - AMENDMENTS**

This Agreement may be amended at any time by approval of three-fourths of the Parties.

**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

**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

**AMENDED AND RESTATED**  
**JOINT POWERS AUTHORITY AGREEMENT**

**As Amended 2019**

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1 This Amended and Restated Joint Powers Agreement ("Agreement") is executed by and among those  
2 public entities which are signatories to this Agreement. Such parties shall hereinafter be referred to  
3 individually as "Party" or collectively, "Parties."

#### 4 **RECITALS**

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

9  
10 **Whereas**, it is the mutual benefit of the Parties and in the public interest that the Parties join together  
11 to provide:

- 12
- 13 • Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to
  - 14 property;
  - 15 • Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers
  - 16 authorities or public entity pooling arrangement; and
  - 17 • Sharing the administration of the Authority created by this document.
- 18

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

21  
22 **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

#### 23 **AGREEMENT**

24  
25  
26 This amended Agreement replaces and restates in its entirety the Agreement and any prior amendments  
27 that may exist and is effective upon approval by three-quarters of the current Parties to the Agreement.

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 **ARTICLE I - PURPOSE**

33  
34  
35  
36 The purpose of this Agreement is to exercise jointly powers common to each Party by:

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

**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 which was originally effective May 1, 1987 shall stay in full force, as amended from time to time, until terminated in accordance with Article XX.



## 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 attached amended Bylaws shall be deemed adopted upon the effective date of this Agreement. Thereafter, the Board of Directors may amend the 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 one or more Alternates to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.

**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 or more Alternates for each Party to this Agreement as provided for in the Bylaws.

**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.

**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. 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.

**ARTICLE XVIII - EXPULSION**

The Board may expel a Party to this Agreement as a Party as provided for in the Bylaws. The expelled Party shall be given written notice of such action of the Board at least ninety-days prior to the effective date of 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

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

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

## **ARTICLE XXII - NOTICES**

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution. Notices of meetings may be given by electronic mail to the respective electronic mail addresses on file with the Authority, which notice shall be deemed sufficient notice.

## **ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

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

## **ARTICLE XXIV - ARBITRATION**

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

## **ARTICLE XXV - AMENDMENTS**

This Agreement may be amended at any time by approval of two-thirds of the Parties.

**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

**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

**AMENDED AND RESTATED**  
**JOINT POWERS AUTHORITY AGREEMENT**

**As Amended 2019**

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This Amended and Restated Joint Powers Agreement (“Agreement”) is executed by and among those public entities which are signatories to this Agreement. Such parties shall hereinafter be referred to individually as “Party” or collectively, “Parties.”

### **RECITALS**

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

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

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

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

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

### **AGREEMENT**

This amended Agreement replaces and restates in its entirety the Agreement and any prior amendments that may exist and is effective upon approval by three-quarters of the current Parties to the Agreement.

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

### **ARTICLE I - PURPOSE**

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

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

## **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 which was originally effective May 1, 1987 shall stay in full force, as amended from time to time, until terminated in accordance with Article XX.

## **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 attached amended Bylaws shall be deemed adopted upon the effective date of this Agreement. Thereafter, the Board of Directors may amend the 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 one or more Alternates to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.

## **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 or more Alternates for each Party to this Agreement as provided for in the Bylaws.

## **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.

### **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. 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.

## **ARTICLE XVIII - EXPULSION**

The Board may expel a Party to this Agreement as a Party as provided for in the Bylaws. The expelled Party shall be given written notice of such action of the Board at least ninety-days prior to the effective date of 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

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

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

#### **ARTICLE XXII - NOTICES**

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution. Notices of meetings may be given by electronic mail to the respective electronic mail addresses on file with the Authority, which notice shall be deemed sufficient notice.

#### **ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

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

#### **ARTICLE XXIV - ARBITRATION**

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

#### **ARTICLE XXV - AMENDMENTS**

This Agreement may be amended at any time by approval of two-thirds of the Parties.

**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



**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

**BYLAWS**

Effective – 2019

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## **BYLAWS**

For the regulation of the California Transit Systems Joint Powers Authority, except as otherwise provided by statute or the Joint Powers Agreement creating the California Transit Systems Joint Powers Authority, also known as the California Transit Indemnity Pool ("CalTIP").

### **ARTICLE I - DEFINITIONS**

The terms in these Bylaws have the same definitions as those given in the Joint Powers Agreement Creating the California Transit Systems Joint Powers Authority, unless otherwise specified herein.

- A. "Master Program Document" is a document issued by the Authority specifying the rights and obligations of the Authority and the Members in the Coverage Program as well as the procedures and operations of the program.
- B. "Memorandum of Coverage" is the document issued by the Authority to the Members in a Coverage Program, specifying the type, term, and amount of coverage provided by the Authority.

### **ARTICLE II - OFFICES**

The principal executive office for the transaction of business of the Authority is hereby fixed and located at the address shown in Appendix A. Notwithstanding Article XVI, the Board shall have the authority to change the location of the principal executive office from time to time by a simple majority vote of the Board of Directors present at a duly authorized meeting and with 30 days' prior notice of such change. A revised Appendix A will be distributed to all then current Parties to the Agreement. Other business offices may at any time be established by the Board at any place or places.

### **ARTICLE III - BOARD OF DIRECTORS**

#### **A. GOVERNING BOARD**

In accordance with Article X of the Agreement, the Board of Directors shall be the governing body of the Authority. Each Party's governing board shall appoint, by resolution, an officer or employee of the Party to be the Director and one or more officers or employees of the Party to act as Alternate on the Board of Directors of the Authority. Such appointment shall not take effect until such resolution is received by the Authority at its executive office as defined in Article II above, and the appointees have complied with the Authority's Conflict of Interest Policy. Voting members of the Board of Directors shall be the Directors, or in the case of their absence, an Alternate. Alternates shall have all the same rights to hold office or sit on committees as a Director. No more than one alternate may exercise a Party's voting rights at a meeting.

The Board of Directors shall provide policy direction to the committees, the Officers, and any employees or contracted service providers of the Authority. The Board may delegate any and all powers except those specifically reserved onto the Board or specifically requiring a vote by the Board of Directors. The Board cannot delegate the following powers:

- 1. By a three-fourths vote of the Directors present and voting:
  - a. Expel an existing member from the Authority.

2. By a two-thirds vote of the Directors present and voting:
  - a. Accept a new Party to this Agreement.
3. By a majority vote of the Directors present and voting:
  - a. Amend these Bylaws pursuant to Article XVI of these Bylaws;
  - b. Create or terminate any self-insurance, group purchase insurance program, or Coverage program;
  - c. Remove an officer of the Authority or committee member;
  - d. Adopt an operating budget for each of the Authority's fiscal years;
  - e. Authorize a payment of a dividend, or charge an assessment under a retrospective adjustment;
  - f. Change the location of the principal executive office; or
  - g. Authorize a cash assessment.

## **B. MEETINGS**

All regular and special meetings of the Board of Directors shall be conducted in accordance with the Ralph M. Brown Act (Government Code Section 54950) as it now exists or may be amended from time to time. The Secretary shall cause notice to be given of all meetings and cause minutes to be prepared and distributed to the Board of Directors. The Board of Directors cannot conduct business unless a quorum is present at the meeting. A quorum consists of a majority of the Directors, or in the absence of a Director, the Alternate, that have complied with the requirements of Article III, A, and vacancies shall not be counted in determining a quorum. An official set of minutes of all Board meetings shall be kept at the principal executive offices of the Authority as defined in Article II.

All matters duly noticed and within the purview of the Board of Directors may be decided by a simple majority of those Directors voting at a regular or special meeting, unless the Governing Documents prescribe otherwise. Where the matter before the Board affects a particular Coverage Program, other than the financing of the Program, only those Directors representing Parties participating in the Coverage Program may vote; provided, however, that in the absence of a quorum of Coverage Program participant representatives the vote shall be by the Board of Directors.

The Board shall have at least one regular meeting a fiscal year. The date and time of such meeting and all other regular meetings of the Board for the next fiscal year shall be established by resolution of the Board adopted at the last regular Board meeting of the then current fiscal year.

Pursuant to Government Code Section 54956, a special meeting of the Board of Directors may be called by the Oversight Committee or by the Chairperson, with 24 hours' notice, stating the time and place of such meeting and the matter to be discussed. Such notice may be delivered personally, by way of electronic transmission (other than voice communication) or by mail. Notice by mail must be received at least 24 hours prior to the meeting.

All meetings may be postponed or cancelled by the Chairperson with at least 24 hours' prior notice.

## **ARTICLE IV - ELECTION AND DUTIES OF THE OFFICERS**

### **A. ELECTION OF THE OFFICERS**

The Officers of the Board of Directors shall be the Chairperson, Vice Chairperson, Treasurer, and

Secretary. The Officers shall be elected in the following manner:

1. Each Director may place any member of the Oversight Committee in nomination for the offices of Chairperson and Vice Chairperson. Each Director may place any member of the Board in nomination for the office of Treasurer.
2. Each Director shall cast one vote for the candidate of his or her choice for each office.
3. The terms of office of the Chairperson, the Vice Chairperson, and Treasurer shall be two years, commencing during the even numbered years. The Officers will begin serving terms upon the beginning of the fiscal year immediately following the election. The terms as Officers will end on the last day of a fiscal year. No officer may serve more than three consecutive terms in the same office. An exception may be made for the Treasurer's office if there are no other qualified Directors to serve.
4. Elections will be held whenever there is an Officer vacancy to fill the unexpired term.
5. The Office of the Secretary of the Board of Directors shall be the General Manager unless a separate Secretary of the Board of Directors is appointed by the Board of Directors.
6. The Office of Secretary has no set term but continues until there is a new General Manager or the Board appoints another as Secretary.

## **B. DUTIES OF THE OFFICERS**

The duties of the Chairperson shall be to preside at all meetings of the Board and to perform such other duties as the Board may specify. Upon the death, incapacity, or vacancy in the office of the Chairperson, the Vice Chairperson shall succeed to such office automatically, subject to ratification by the Board at its next meeting, at which time the Board shall also elect a new Vice Chairperson.

The duties of the Vice Chairperson shall be to act as the Chairperson in the absence of the Chairperson and to perform such other duties as the Board may specify.

The duties of the Treasurer shall be those specified in the Agreement, duties imposed on the Treasurer and Controller/Auditor as defined in Section 6505.5 and 6506 of the California Government Code and other duties as required by law or as specified by the Board. The Authority, at its own expense, shall maintain a bond covering the Treasurer and any other person having contact with funds of the Authority in an amount not less than \$250,000.

The duties of the Secretary shall be to cause minutes to be kept and to perform such other duties as the Board may specify.

## **ARTICLE V - OVERSIGHT COMMITTEE**

There shall be an Oversight Committee consisting of not less than seven nor more than nine members from the Board of Directors. The Board of Directors shall elect each member to a term of two-years concurrent with the fiscal year of the Authority, and commencing during the even numbered years. The Board of Directors shall determine the number of members to serve for the following two years at the time of each election. The elected members will begin serving terms upon the beginning of the fiscal year immediately following the election. The terms as elected members will end on the last day of a fiscal year. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Board of Directors at its next meeting.

The Board Chairperson shall be the Chair of the Oversight Committee. The Board Vice Chairperson shall be the Vice Chair of the Oversight Committee.

The Oversight Committee shall have the full authority of the Board of Directors except that authority for which the Board is precluded from delegating. The Oversight Committee shall review disputes between a Party and the Authority, and make a determination of appropriate action, regarding coverage or the administration of the Authority, enter into contracts where such authority has not been delegated to another, contract for a financial audit and for general legal services. The Oversight Committee shall monitor the performance and the operations of the Authority and Board policy and make recommendations of change where the Committee deems appropriate.

A majority of the members of the Oversight Committee shall constitute a quorum. An action by the Oversight Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

## **ARTICLE VI - ADDITIONAL COMMITTEES**

In addition to the Oversight Committee, there shall be a Member Services Committee and a Finance and Administration Committee.

### **A. MEMBER SERVICES COMMITTEE**

The Member Services Committee shall consist of not less than five nor more than nine members of the Board of Directors, at the discretion of the Oversight Committee. The members are to be elected by the Oversight Committee. The terms of office shall be two years, with half the elected positions incepting on fiscal years starting on even numbered years and half the elected positions incepting on fiscal years starting on odd numbered years, if there are an even number of committee members. If the committee has an odd number of members, then the majority of the terms (half plus one) will incept on even years and the remaining members' terms incept on odd years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Chairperson of the Member Services Committee shall serve a one-year term concurrent with the fiscal year of the Authority. Upon the completion of the term of the Committee Chair, the Committee Vice Chairperson shall become the Committee Chair. The Member Services Committee shall elect a new Vice Chairperson at its first meeting of the fiscal year of the Authority in which the Committee Vice Chairperson will be serving. In the absence of the Committee Chairperson, the Committee Vice Chairperson shall assume the role of Chairperson. If the Committee Chairperson has resigned or becomes incapacitated, the Committee Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.

The Member Services Committee shall review applications for membership and make recommendations to the Board of Directors, underwrite Members of a Coverage Program, review claims made against a Coverage Program and take action as needed, including providing settlement authority, and implement safety and loss control strategies.

A majority of the members of the Member Services Committee shall constitute a quorum. An action by the Member Services Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

## **B. FINANCE AND ADMINISTRATION COMMITTEE**

The Finance and Administration Committee shall consist of not less than five nor more than nine members of the Board of Directors, at the discretion of the Oversight Committee. All but one of the members is to be elected by the Oversight Committee, and the remaining member being the Treasurer, who shall have all the same rights as the other members. The terms of office shall be two years, with half the elected positions incepting on fiscal years starting on even numbered years and half the elected positions incepting on fiscal years starting on odd numbered years, if there are an even number of committee members. If the committee has an odd number of members, then the majority of the terms (half plus one) will incept on even years and the remaining members' terms incept on odd years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Chairperson of the Finance and Administration Committee shall serve a one-year term concurrent with the fiscal year of the Authority. Upon the completion of the term of the Committee Chair, the Committee Vice Chairperson shall become the Committee Chair. The Finance and Administration Committee shall elect a new Committee Vice Chairperson at its first meeting of the fiscal year of the Authority in which the Committee Vice Chairperson shall be serving. In the absence of the Committee Chairperson, the Committee Vice Chairperson shall assume the role of Chairperson. If the Committee Chairperson has resigned or becomes incapacitated, the Committee Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.

The Finance and Administration Committee shall review current financial conditions of the Authority and provide direction in the development of the budget for the coming fiscal year, review the allocation of revenues in the budget and make recommendations for change to the Board of Directors, and recommend to the Board the appropriate reserves for contingencies.

A majority of the members of the Finance and Administration Committee shall constitute a quorum. An action by the Finance and Administration Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

## **C. OTHER COMMITTEES**

The Board of Directors may establish additional standing or ad hoc committees and delegate authority to such committees to accomplish certain tasks. Members of a committee shall remain members of that committee until such time as the Board appoints new members to the committee, the committee is dissolved by the Board, or the purpose has been completed and there are no more responsibilities assigned to the committee.

A quorum of a committee created under this section shall be a majority of the members of the committee, without counting any vacant positions. All actions by such committee shall require a majority vote of those in attendance, unless otherwise specifically stated.

Each committee shall appoint a chairperson who shall call the meetings.

## **ARTICLE VII – FISCAL YEAR**

The fiscal year shall commence on May 1 of each year and conclude on April 30 of the following year. Revenue and expenses shall be recorded on a full accrual basis.

## **ARTICLE VIII - BUDGET**

A budget shall be adopted prior to the inception of the fiscal year. The Budget shall separately show the following:

1. General and administrative costs;
2. Contributions, projected interest income and other income; and
3. The actuarially estimated claims and allocated claims adjustment costs.

## **ARTICLE IX - RECEIPT AND DISBURSEMENT OF FUNDS**

Payments to the Authority shall be received at its principal executive office. The Treasurer or other designee shall safeguard and invest funds in accordance with the Authority's current Investment Policy.

All disbursements (via check or electronic funds transfer) issuing funds of the Authority (for other than the payment of claims) shall require the signatures or approvals of the Treasurer and Chairperson, Vice Chairperson, or other Director or designee as approved by the Board. A register of all checks or electronic funds transfers issued since the last Board meeting shall be provided at each Board meeting and approved by the Board.

## **ARTICLE X – RESPONSIBILITIES OF THE PARTY**

The Authority is a participatory organization with the goal of reducing exposures to losses. To facilitate this goal, each Party agrees to perform the following functions in discharging its responsibilities:

1. Abide by all the rules and obligations imposed upon the Party by the Agreement, these Bylaws, any administrative policies and procedures adopted, any Master Program Documents and Memoranda of Coverage for any and all Coverage Programs to which the Member participates;
2. Appoint a Director and at least one Alternate to the Board;
3. Participate in the Liability Coverage Program;
4. Remit Contributions and other amounts due within 30 days of the date of invoice;
5. Cooperate fully with the Authority in reporting, and in determining the cause of claims and in the settlement of such claims; and
6. Upon withdrawal from the Authority, the Party shall remain responsible for any losses and any other costs which it has incurred while a Member of a Coverage Program and a Party to the Agreement.

## **ARTICLE XI - COVERAGE PROGRAMS**

All Parties to the Agreement shall participate in the Liability Coverage Program. Participation in any other Coverage Program is at the discretion of the Party.

Each Coverage Program shall have a Master Program Document that describes the rights and duties of the Authority, the Member, and the process by which the Coverage Program will be administered.



## **ARTICLE XII - PENALTY FOR MONEY IN ARREARS**

The penalty for Contributions not paid to the Authority within 30 days of the date of the invoice shall be the prime interest rate plus two points on the amount of Contributions owed. The prime rate used for penalty calculation will be the prime rate in effect 30 days after the invoice date at the commercial bank which holds funds of the Authority. This penalty is subject to a minimum amount established by resolution of the Board of Directors.

On appeal to the Oversight Committee, the Committee may waive the late payment penalty if the Party shows a hardship and presents a plan for repayment, if not already paid. Alternatively, or in addition, the Oversight Committee may prescribe or approve a payment plan for the Party other than those outlined in the Governing Documents of the Authority.

## **ARTICLE XIII - RIGHT OF OFFSET**

The Authority may offset any moneys owed to a Party, with amounts owed by the Party to the Authority whether the amounts owed by the Party are Contributions or any other amounts owed.

## **ARTICLE XIV - NEW PARTIES TO THE AGREEMENT**

A qualified public entity requesting to be a Party to the Authority shall complete an application form and provide other information and documentation requested by the Authority, including that required by any Coverage Program in which the prospective Party would like to participate.

Each prospective Party will submit a non-refundable application fee, as determined by the Board, to defray processing costs along with its completed application form. The prospective Party shall be presented in summary to the Board of Directors for a vote in accordance with the Agreement.

## **ARTICLE XV - HIERARCHY OF GOVERNING DOCUMENTS**

The Agreement forming the Authority shall be superior to these Bylaws and any provisions in these Bylaws that are contradictory or in conflict with any provisions in the Agreement shall be interpreted to be consistent with the Agreement or be voided to the extent it conflicts or is contradictory. The Board shall adopt Master Program Documents, and policies or procedures. However, such other documents shall be consistent with the Agreement and these Bylaws, and to the extent they are not consistent, those documents will be superseded by the Agreement and Bylaws.

## **ARTICLE XVI - AMENDMENTS**

These Bylaws may be amended by a majority vote of the Directors present and voting, provided that any amendment is compatible with the purposes of the Authority, is not in conflict with the Agreement, and has been submitted to the Board at least 30 days in advance. Any such amendment shall be effective immediately, unless otherwise designated.

## **APPENDIX A - PRINCIPAL EXECUTIVE OFFICE**

The principal executive office for the transaction of business of the Authority is hereby fixed and located at:

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833

**RESOLUTION NO. 2020-01**

**BOARD OF DIRECTORS, CENTRAL CONTRA COSTA TRANSIT AUTHORITY  
STATE OF CALIFORNIA**

\* \* \*

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

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;

WHEREAS, on May 1, 1987, CCCTA approved entering into an agreement that provided for the creation of the California Transit Systems Joint Powers Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses;

WHEREAS, CalTIP has provided CCCTA coverage for such liabilities, including losses to vehicles, at overall cost-effective pricing;

WHEREAS, CCCTA finds it is in the best interest to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP;

WHEREAS, the joint powers authority agreement of CalTIP has retained its original form as drafted in 1987 and amended in 2011 and there have been changes in operations of CalTIP since that time;

WHEREAS, CCCTA recognizes the need to amend the CalTIP joint powers authority agreement to enable CalTIP to effectively govern the organization and adapt to changes in the environment in which CalTIP operates.

NOW, THEREFORE, BE IT RESOLVED that CCCTA accepts the changes to the joint powers authority agreement as presented, and

BE IT FURTHER RESOLVED that CCCTA authorizes the General Manager to sign the amended joint powers authority agreement that shall enable CCCTA to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP, and to take all other actions necessary to give effect to this Resolution.

Regularly passed and adopted this 18th day of July, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Sue Noack, Chair, Board of Directors

ATTEST:

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Lathina Hill, Clerk to the Board

To: Board of Directors

Date: July 3, 2019

From: Kristina Martinez, Dir of Recruitment & EE Development/  
DBE Officer

Reviewed by: WC.

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**SUBJECT:** Disadvantaged Business Enterprise (DBE) Overall Goal for Federal Fiscal Years (FFYs) 2020-2022

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### Summary:

The Board of Directors adopted the revised CCCTA Disadvantaged Business Enterprise (DBE) Program on February 15, 2018 pursuant to U.S. Department of Transportation directives and guidelines in the regulations, 49 CFR Part 26. As part of the DBE Program, the regulations require grantees to establish a three-year overall goal for participation of small, disadvantaged business enterprises (DBEs) in Federal Transit Administration (FTA) assisted contracts.

CCCTA's next goal submission is due to the FTA on August 1, 2019 covering federal fiscal years (FFYs) 2020-2022. To that end, staff completed the DBE Overall Goal and Goal Setting Methodology and recommends a goal of 4.65% for FTA-assisted contracts. The 4.65% overall goal identifies the relative availability of DBEs based on evidence of ready, willing and able DBEs in relationship to comparable businesses known to be available to compete for CCCTA's FTA-assisted contracts.

Prior to submission to the FTA, Federal Regulations require that CCCTA provide for consultation and publication. CCCTA worked in concert with other U.S. DOT recipients in the region as members of the Business Outreach Committee (BOC) in order to solicit and receive public comments. Agency staff members held two public participation sessions on April 2, 2019 at the Alameda-Contra Costa Transit District (AC Transit) in Oakland, CA. The purpose of these sessions was to provide the public with a forum for commenting on the three-year goal setting process for participating agencies.

No comments or questions were received during the public participation sessions regarding CCCTA's specific contracts or DBE goal-setting process for FFYs 2020-2022.

Additionally, the Regulations require that CCCTA publish a notice on its official web site announcing the proposed goal. At their May 8, 2019 meeting, the A&F Committee authorized staff to post the proposed DBE overall goal on the County Connection website. The notice also informed the public that information on the proposed goal and methodology was available for inspection during normal business hours at the CCCTA offices for thirty (30) days from the date of publication. Comments could also be submitted within that time frame.

At the conclusion of the review and comment period on June 8, 2019, CCCTA received no comments or requests for information regarding the proposed goal or goal setting methodology.

**Financial Implications:**

An approved DBE Program, which includes a three-year DBE overall goal, will enable CCCTA to continue to be eligible for federal financial assistance.

**A&F Recommendation:**

The A&F Committee recommends that the Board approve Resolution No. 2020-02, which adopts a three-year DBE overall goal of 4.65% for federally assisted contracts and authorizes staff to forward the goal and goal setting methodology to the FTA.

**Action Requested:**

Staff requests that the Board of Directors approve the A&F Committee recommendation.

**Attachments:**

DBE Overall Goal and Goal Setting Methodology, Federal Fiscal Years (FFYs) 2020-2022

## Central Contra Costa Transit Authority

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### Disadvantaged Business Enterprise (DBE) Overall Goal and Goal Setting Methodology Federal Fiscal Years (FFYs) 2020-2022

Adopted by the  
CCCTA Board of Directors  
Date:  
Resolution No.

Submitted to the  
U.S. Department of Transportation  
Federal Transit Administration  
Date:

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## EXECUTIVE SUMMARY

The U.S. Department of Transportation (U.S. DOT) revised its Disadvantaged Business Enterprise (DBE) Program by issuing a rule to help ensure fair competition for U.S. DOT-assisted contracts. Based on a provision in the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) that reauthorized the U.S. DOT DBE Program, the rule ensures a level playing field on which minority, women and other disadvantaged small businesses can compete for federally assisted contracts. The rule, 49 CFR Part 26 (Regulations) titled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs," was published in the *Federal Register* on February 2, 1999 and became effective March 4, 1999. The DBE Regulations were amended at various times and now require recipients to establish and submit overall goals for review every three years.

The DBE Regulations are intended by U.S. DOT to pass the strict scrutiny required in the 1995 U.S. Supreme Court ruling in *Adarand v. Peña*. Many of the changes respond to the Court's requirement that affirmative action programs must be narrowly tailored to remedy past discrimination that could not otherwise be remedied through race-neutral means. Key provisions of 49 CFR Part 26 applicable to the goal-setting methodology include:

- Establishment of DBE goals based on evidence of relative availability of DBEs as a percentage of firms in the relevant contracting markets.
- Use of race-neutral means to meet overall agency DBE goals to the maximum extent feasible. For contracts with subcontracting opportunities, contract-specific goals should only be used if race-neutral methods are insufficient to achieve the annual DBE goal.
- Increased reporting and monitoring during contract performance to ensure actual expenditure of contract funds with DBEs listed in the bid/proposal and contract.

The Central Contra Costa Transit Authority (CCCTA) has had a *DBE Program* in place since October 20, 1983. Pursuant to changes in the Regulations, CCCTA has revised its *DBE Program* at various times. The most recent revision was submitted to the FTA on March 14, 2018.

CCCTA established a 5% overall DBE goal for federal fiscal years (FFYs) 2017-2019 and it was submitted to the Federal Transit Administration (FTA) on July 21, 2016. The DBE goal was approved on November 21, 2016. CCCTA is now required to establish an overall DBE goal for FFYs 2020-2022 and to submit it to FTA by August 1, 2019. To that end, CCCTA developed a three-year overall goal for the participation of small, disadvantaged business enterprises in FTA-assisted contracts.

The recommended overall goal for DBE participation is 4.65%, which is expected to be met through race-neutral measures applicable to FTA-assisted contracts. Calculation of this goal was based on a percentage of all FTA-assisted contracting funds anticipated to be expended between July 1, 2019 and June 30, 2022. CCCTA anticipates receiving FTA Section 5307 grants for preventive maintenance, which will be used for operating assistance in the paratransit division. CCCTA also anticipates receiving Section 5307 capital grants in FY2022 for revenue fleet replacement. The capital grants will be used for contracting opportunities covered by the DBE program for transit vehicle manufacturers and are not included in the calculation of the DBE goal of 4.65%.

When establishing this three-year overall goal, CCCTA reviewed its operating and capital budget for FY2020 for the paratransit division. The operating budgets have not been developed for the two outlying fiscal years, however, it is anticipated the contracting opportunities will be similar to those identified for FY2020. Thus, the goal is based on CCCTA's paratransit operating budget for FY2020.



The 4.65% overall goal identifies the relative availability of DBEs based on evidence of ready, willing and able DBEs in relationship to comparable businesses known to be available to compete for CCCTA's FTA-assisted contracts. The goal reflects staff's determination of the level of DBE participation expected to be achieved absent the effects of discrimination.

CCCTA intends to meet this three-year goal to the maximum extent feasible through race-neutral measures. To ensure public participation in the goal-setting process, CCCTA staff participated in outreach efforts with the DBE and contracting communities. The proposed overall goal was advertised on the CCCTA website and the public was advised of a review and comment period.

## **METHODOLOGY FOR SETTING OVERALL DBE GOAL**

The proposed three-year overall goal of 4.65% DBE participation is based on current and prior-year contracting opportunities in grants received or anticipated to be received from FTA that CCCTA will expend in FY2020 through FY2022. While the amounts of FTA assistance and budgeted items will differ each year, it is anticipated the types and percentages of contracting opportunities will be similar to those projected for FY2020. The total adjusted FTA-assisted funds for FY2020 are \$1,380,000, with \$1,309,812 in contracting opportunities and \$70,188 in non-contracting opportunities (see Attachment 1).

This methodology includes an assessment of (1) the number, type and total dollar value of FTA-assisted contracting opportunities; (2) a two-step process prescribed in the U.S. DOT Regulations consisting of an analysis of the availability of DBE contractors/subcontractors relative to all businesses that are ready, willing and able to participate (referred to as "relative availability of DBEs"); and (3) the use of race-neutral methods to achieve the three-year goal.

### **A. Contracting Opportunities in FTA-Assisted Contracts**

Construction, professional and other services, and procurement of supplies and equipment (except transit revenue vehicles) constitute CCCTA contracting opportunities. The total dollar value of each contracting opportunity has the following major components--the bid or proposal items that are performed by prime contractors and the specific bid or proposal items that could be accomplished by available subcontractors.

To determine FTA-funded contracting opportunities, budgets and current grants expected to be expended for the three-year term of FY2020 through FY2022 were reviewed. For the Section 5307 preventive maintenance grants to be used for paratransit operations, only the dollar value was calculated of the contracting opportunities equal to FTA's share of the total budget in the paratransit division. In this case, the total FY2020 paratransit operating budget is \$6,526,506 and the FTA-funded grant is \$1,380,000. Thus, FTA's share of the total paratransit operating budget equates to 21.1%. The total projected paratransit operating budgets in FY2021 and FY2022 are \$6,845,000 and \$7,180,000 respectively. The corresponding projected FTA Section 5307 preventive maintenance grants are \$1,380,000 (20.2%) in FY2021 and \$1,380,000 (19.2%) in FY2022.

The specific contracting categories (construction, professional and other services, and supplies/equipment) were then determined for the total paratransit operating funds available

during FY2020. These FTA-assisted contracting opportunities of \$1,309,812 are anticipated to be used for paratransit operating services.

**B. Consideration of Data Sources for Establishing the Base Figure of DBE Availability**

CCCTA developed its three-year overall DBE goal based on the two-step process outlined in the Regulations. In Step 1, a base figure was calculated to determine the relative availability of DBEs in specific areas of expertise applicable to CCCTA's contracting activities. This data was gathered from the California Unified Certification Program (CUCP) DBE Database and the U.S. Census Bureau, County Business Patterns. In Step 2, an assessment of relevant evidence available to CCCTA was analyzed to determine what adjustments, if any, were needed to narrowly tailor the base figure to CCCTA's contracting markets. The following is a review of data sources considered when establishing the base figure in Step 1.

1. U.S. Census Bureau Data

The Regulations suggest that one method of establishing the DBE base figure is to develop a percentage of DBE availability based upon the number of DBE's in the DBE directory firms relevant to CCCTA's contracting activities as the numerator. Data from the U.S. Census Bureau's County Business Patterns (CBP) is then used for all businesses relevant to CCCTA's market within the North American Industrial Classification System (NAICS) code as the denominator.

2. California UCP DBE Database

CCCTA analyzed the number of DBE firms using data from the CUCP DBE database per major NAICS categories. As of March 2019, the California Unified Certification Program (UCP) database consists of 5,073 DBE firms. This database was used in Step 1 to establish ready, willing, and able DBE's relative to CCCTA's contracting opportunities. The CUCP only lists firms that are currently certified as DBE's. Any firm that does not continue to meet criteria established within the DBE program is decertified and removed from the database.

3. U. S. Small Business Administration Certified Firms

A business currently certified under the U.S. Small Business Administration (SBA) 8(a) Program or the Small Disadvantaged Business (SDB) Program is considered eligible for certification as a DBE in the California UCP, providing it meets the business size standard and other eligibility criteria established by U.S. DOT. Several SBA 8(a) and SDB certified firms are included in the California UCP DBE Database.

Information from the U.S. Small Business Administration was not used to determine the availability of DBE firms because (a) some firms may not meet the U.S. DOT business size standard and/or other eligibility criteria within the DBE Program and (2) the firms listed in the U.S. Small Business Administration Programs may also be listed the CUCP DBE Database, which could result in double-counting.

4. Bidders List

CCCTA has compiled a bidders list, as required by the Regulations, for use as an analytical tool. At this time, however, CCCTA does not have a comprehensive bidders list to identify the relative availability of DBE's in its local market area.

5. DBE Disparity Studies

DBE disparity studies that comply with the U.S. Supreme Court's ruling in *City of Richmond v. J. A. Croson Co.* are frequently the basis for establishing race conscious DBE programs. In *Croson*, the local goals program for contracts with minority-owned businesses was challenged. The Court found that race-based preference programs would be constitutionally valid only if there is evidence that discrimination in the marketplace caused the underutilization of minority-owned firms and that race-based preferences are necessary to remedy such discrimination. In addition, the Court ruled that any race-based remedies must be narrowly tailored.

CCCTA has not recently participated in a regional disparity study for use in the DBE three-year overall goal for FFYs 2020-2022. Recently, several agencies have commissioned new studies that are currently underway or completed. These studies measure services for contracting opportunities that are not similar to those of CCCTA. Should CCCTA's goals not be met through race-neutral measures, a local disparity study may be considered in the future.

6. Another U.S. DOT Recipient's Goal

CCCTA will not use the DBE goal of another U.S. DOT recipient for the goal-setting process because CCCTA's contracting opportunities do not closely mirror those of another agency.

**C. Step 1: Establishing a Base Figure**

A base figure was developed for FY2020 contracting opportunities to express the relative availability of DBEs as a percentage of all firms in the relevant contracting markets, as delineated by NAICS Codes.

1. Analyzing Available Businesses in the Relevant Contracting Markets

CCCTA's vendor listing indicates several contracts are awarded to vendors/contractors located within Contra Costa County, and many of these firms are located within CCCTA's service area. A review of projected contracts revealed there are ten major NAICS Codes with contracting and potential subcontracting opportunities. While several of these contracts are expected to be awarded to local firms, the remainder may be awarded to regional, statewide and national firms.

Due to limited information for specific NAICS Codes solely in Contra Costa County, it was decided to broaden the geographical data and use information from the U.S. Census Bureau, County Business Patterns (CBP) in nine surrounding Bay Area counties to represent firms that may be interested to participate on CCCTA's projected contracts. Due to the size and dollar amount dedicated to the contracting opportunity assigned to NAICS code 48599, the data was broadened to the State of California to represent all

firms that may be interested in participating on this contract. This approach complies with a requirement in the Regulations to use as close as possible the same NAICS Codes and geographical base when determining the base figure for the overall goal. When calculating the total number of firms, CCCTA used the number of firms from the CBP as delineated by NAICS codes (refer to Attachment 2, Step 1).

CCCTA anticipates receiving \$1,380,000 of FTA Section 5307 grants for preventive maintenance, which will be used for operating assistance in its paratransit division. Anticipated contracting opportunities within this division for FFYs 2020-2022 include the following:

NAICS Code	Major Industry Group	Contract Type
424120	Office Supplies	Prime
485310	Other Transportation Services	Prime
48599	Transit & Other Ground Passenger Transportation	Prime
541110	Legal Services	Prime
541930	Translation & Interpretation Services	Prime
5617	Services to Buildings & Dwellings	Prime
6114	Training/Subscriptions	Prime
811111	General Automotive Maintenance	Prime

2. Analyzing Available DBEs in the Relevant Contracting Markets

A similar analysis was conducted to determine the number of ready, willing and able DBEs available to participate as prime contractors or subcontractors on CCCTA's projected contracts. The California Unified Certification Program (CUCP) provides data on firms owned by Disadvantaged Business Enterprises (DBE's). The CUCP only lists firms that are currently certified as DBE's. Any firm that does not continue to meet criteria established within the DBE program is removed from the database. When calculating the total number of DBE's, CCCTA used the number of firms as delineated by NAICS codes (refer to Attachment 2, Step 1).

3. Calculating the Base Figure

CCCTA compared the available DBE firms and all businesses in the relevant contracting markets. The percentage of DBE availability was determined for each NAICS Code by dividing the total number of DBE firms by the number of all businesses in that major NAICS Code.

Base Figure = Ready, willing, and able DBEs  
All firms ready, willing, and able  
(including DBEs and non-DBEs)

To determine the base figure of DBE availability, the calculation includes a weighting factor according to the FTA-assisted contracting expenditure patterns. The budgeted contract amounts were then determined and a percentage of the total contracts was calculated for each NAICS Code to give a higher weight to areas where more dollars will be expended. The percentage of the total contracts was then multiplied by the percentage of availability for each NAICS Code.

Attachment 2, Step 1, delineates the contracting opportunities for each NAICS Code. The total weighted base figure for total availability was calculated to be 1.70%.

#### **D. Step 2: Adjusting the Base Figure**

CCCTA adjusted the base figure based on evidence that indicates the availability of DBEs for FTA-assisted contracts will be higher than the calculated availability figure of 1.70%. To determine an adjusted base figure, staff reviewed information related to the proven capacity of DBEs to perform similar contracts. This included information from the U.S. Census Bureau, DBE disparity studies, DBE achievements on CCCTA's prior and current contracting opportunities, and public comments received from representatives of DBE firms, resource agencies and other organizations.

##### **1. U.S. Census Bureau Data**

It is noted that there are shortcomings in using data from the U.S. Census Bureau. These limitations include: (a) the data is not current; (b) CCCTA's projected contracts with three or four digit major industry group NAICS Codes do not refine the classifications enough; and (c) the data includes firms that are not interested in or are unable to perform CCCTA's contracts.

##### **2. Previous Experience in Meeting the DBE Goal with FTA-Assisted Contracts**

The CCCTA Board of Directors adopted the FFY2017 through 2019 DBE overall goal of 5% on July 18, 2013 for FTA-assisted contracting opportunities. CCCTA achieved the following DBE participation: 15.9% in FFY2018, 7.4% in FFY2017, and 7.6% in FFY2016. Calculations for DBE achievement in FFY2019 are currently underway.

CCCTA will be using federal grants in its paratransit division for operating assistance. Procurement opportunities for operating funds are similar to FY2017 through FY2019 and prior years. As a result, CCCTA adjusted its base figure using past participation. CCCTA averaged the median past participation (7.6%) of this project using the last three fiscal years and the step one base figure (1.70%) to arrive at the overall goal.

$$\text{Adjustment} = \frac{\text{Step One Base Figure} + \text{Median Past Participation}}{2}$$

Based on these factors, CCCTA changed its DBE availability from 1.70% to 4.65% to reflect more accurately the DBE opportunities available. (Please refer to Attachment 2, Step 2.)

##### **3. DBE Participation in Contracts Currently Underway**

###### **a. Paratransit Services (NAICS Code 48599)**

On April 17, 2014, the CCCTA Board of Directors awarded a contract to its previous contractor, First Transit, Inc., for maintenance and operation of paratransit services for a three-year term effective July 1, 2014. CCCTA's General Manager is

authorized to extend the contract for up to two additional one-year terms. No DBE goal was set on this project; however, the contractor indicated it would work closely with CCCTA to make efforts in meeting CCCTA's overall DBE goal since federal funds are used for paratransit services. In the past, the contractor has utilized two DBE subcontractors.

On April 18, 2019, the CCCTA Board of Directors awarded a contract to Transdev Services, Inc., for maintenance and operation of paratransit services for a two-year base term effective July 1, 2019. CCCTA's General Manager is authorized to extend the contract for up to three additional one-year terms. No DBE goal was set on this project; however, the contractor indicated it would partner with a regional Transportation Network Company, Big Star Transit, LLC (a certified DBE), to assist in the achievement of County Connection's overall DBE goal.

b. Legal Services (NAICS Code 541110)

On May 20, 1996, the CCCTA Board of Directors approved a resolution awarding a contract for legal services to Hanson Bridgett LLP. When the RFP was issued, no DBE goal was established and there has been no known DBE participation on this contract.

CCCTA determined that NAICS Code 541110: Legal Services, as it relates to this contract, required no additional adjustment due to the total DBE availability, the level of funds committed to this project, and lack of DBE subcontracting opportunities.

4. DBE Participation in New Contracts

No adjustments were made on new contracts because the amounts in each NAICS code are not heavily weighted relative to the total contracting opportunities for the paratransit division. It is anticipated some of these contracts may be awarded to DBE firms.

5. Consultation with DBE Firms, Resource Agencies and Other Organizations

In an effort to provide public participation in the goal-setting process, CCCTA worked in concert with other U.S. DOT recipients in the region as members of the Business Outreach Committee (BOC) in order to solicit and receive public comments.

Notices of the public participation sessions were mailed and emailed in February and March 2019. Agency staff members held two public participation sessions on April 2, 2019 at the Alameda-Contra Costa Transit District (AC Transit) in Oakland, CA. The purpose of these sessions was to provide the public with a forum for commenting on the three-year goal setting process for participating agencies. Agency staff members announced their proposed goals, briefly described their contracting opportunities for FFYs 2020-2022, and requested specific information on the availability of ready, willing and able DBEs for projects. Copies of the invitations for both public participation sessions are included in Attachment 3.

The first participation session was dedicated to various trade groups, minority, women and general contractor groups and community organizations seeking input and/or consultation in establishing CCCTA's three-year overall goals. Notices of the sessions were distributed to approximately 170 groups and organizations, which included Chambers of Commerce, members of the Builders Exchange, the U.S. Small Business Administration, Small/Minority/Women Business Development agencies, and Veteran Outreach organizations throughout the Bay Area. They are knowledgeable about the availability of disadvantaged and non-disadvantaged businesses and the effects of discrimination in contracting opportunities for DBEs.

Of the organizations invited, only two representatives attended the meeting, both representing a DBE certified construction/program management and public relations firm. Topics for discussion included DBE participation challenges, how to increase DBE participation, suggestions for resources, the goal setting process, any comments on the proposed goals, and how the BOC could assist firms in their mission. Some of the specific questions between the BOC member agencies and the representatives included:

1. How could the BOC better reach contractors?
2. How does your firm get in front of job opportunities before a bid is out?
3. What types of financial requirements do you have of firms you work with?
4. How busy is your firm right now? What types of work are you getting?
5. What is the difference between these two sessions?

Additionally, comments received from the two representatives during the input/dialogue portion of the meeting included:

1. It would be helpful to contractors to have one main website (at least at the regional level) of all agency contracting opportunities instead of having to register through each individual website.
2. DBEs need assistance with financial forms in the procurement process if they have not completed them before. All involved departments should be included.
3. The BOC should provide more outreach and consider partnerships with outside organizations such as the Conference of Minority Transportation Officials (COMTO).
4. Each agency could improve on their methods for contacting potential DBE/SBE vendors. Typical comments from these firms are that they didn't know about upcoming opportunities.

The second portion of the participation process was open to the public to provide input on the goal setting process, provide questions and concerns, and to learn about upcoming contracting opportunities from various transportation agencies. Of the 70 firms that registered, approximately 35 representatives attended the meeting.

A presentation on the DBE goal-setting process was led by the Santa Clara Valley Transportation Authority (VTA), which provided the opportunity for representatives to understand and to share information regarding the availability of certified and potential DBEs who are ready, able, and willing to compete for DOT-assisted contracts. One question was directed to the goal setting process, but a majority of questions related to the DBE program as a whole. Questions and comments included:

1. Are race-neutral goals being phased out? Are you finding more success in race-conscious goals?
2. How do agencies propose a 0% goal?
3. Is there anywhere on your website(s) where we can see past DBE participation/goal attainment?
4. All agencies should make a coordinated effort in creating one major report that captures cumulative data related to the DBE program. This may include progress, challenges, participation, payments, etc. There are challenges with DBEs and SBEs being paid on time. The program should help small businesses grow and profit in the State of California.
5. What level of tier are DBEs participating on contracts? How can DBEs move from the 5<sup>th</sup> or 6<sup>th</sup> tier to the 1<sup>st</sup> or 2<sup>nd</sup> tier?
6. I am not a DBE, but a SBE. What resources are available to SBEs?
7. How do you start looking at teams before a RFP is put out?
8. What can contractors do when they begin the process of reaching out to DBEs but get no response?
9. Would like to see information beyond getting DBE certification; helping DBEs succeed by having workshops in getting insurance, strategic planning.
10. Can you explain which agencies require that firms be located in their respective geographical areas to be awarded contracts?

An additional presentation was given by a member of the Norcal Procurement Technical Assistance Center (PTAC). Representatives had the opportunity to learn about the no-cost services available to DBEs, which included bid matching, strategic planning, procurement counseling, and assistance with bid proposals/submittals.

No comments or questions were received during the public participation sessions regarding CCCTA's specific contracts or DBE goal-setting process for FFYs 2020-2022. Based on the lack of comments, no additional adjustments were made to the base figure derived in Step 1 or the adjustments made in Step 2.

#### **PROJECTION OF PERCENTAGE OF THREE-YEAR OVERALL DBE GOAL TO BE ACHIEVED THROUGH RACE-NEUTRAL MEASURES**

The U.S. DOT Regulations require that the maximum feasible portion of the DBE overall goal be met by using race-neutral methods. Race-neutral methods include efforts made to assure that bidding and contracting requirements facilitate participation by DBEs and other small businesses, such as unbundling large contracts to make them more accessible, encouraging prime contractors to subcontract portions of the work, and providing technical assistance, outreach and communications programs. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, a DBE is awarded a subcontract on a prime contract that does not carry a DBE goal, or a DBE wins a subcontract, even if there is a DBE goal, from a prime contractor that did not consider its DBE status in making the award.

Because of the small dollar amounts of projected new formal contracts with subcontracting opportunities, CCCTA anticipates setting no contract-specific DBE goals on new contracts to be awarded in FY2020-2022. In conjunction with the Small Business Element in its DBE Program, CCCTA may consider setting an SBE goal on any new contracts with subcontracting opportunities when it is determined that CCCTA will not be able to achieve its DBE overall goal.



In addition, CCCTA will focus on developing, refining and implementing race-neutral methods for facilitating DBE participation by advising prospective contractors of the areas for possible subcontracting and of the availability of ready, willing and able subcontractors, including DBE firms, to perform such work. CCCTA will continue to solicit DBE participation on an ongoing basis, use DBE firms that have successfully completed prior projects, encourage eligible firms to become certified as DBEs, encourage DBE certified firms to maintain their certifications, assist with access and distribution of the California UCP DBE Database, and provide requested technical assistance and related services when feasible.

As a member of the Business Outreach Committee (BOC), CCCTA is assisting with annual projects that include a quarterly newsletter and outreach/networking events. The newsletter highlights agency contracting opportunities and provides information on resource agencies, contracting issues and upcoming outreach events. The BOC plans to host outreach/networking events and certification workshops each year in addition to the public participation meetings focused on contracting and DBE availability for the goal-setting process. The outreach/networking events bring together agency buyers and project managers as well as prime contractors and subcontractors that may be interested in submitting bids or proposals for agency contracts. These events and the certification workshops have provided certification information to interested firms and encouraged them to apply and/or to maintain their current certification status.

Race-neutral measures will comprise 100% of the total contracting opportunities through various types of contracts, including construction, professional services, procurement of materials, supplies and equipment, and other services. CCCTA will monitor carefully its progress during the course of each year and will consider whether it will establish appropriate contract-specific SBE goals if other race-neutral methods do not appear sufficient to achieve the three-year overall DBE participation goal. All contracts that have DBE commitments will be monitored for compliance.

#### **NOTICE OF PROPOSED THREE-YEAR OVERALL DBE GOAL**

Federal Regulations require that CCCTA publish a notice on its official Web site announcing the proposed goal for FY2020-2022 contracts assisted by U.S. DOT. On May 9, 2019, the proposed goal was posted on the CCCTA website at <https://countyconnection.com/notice-of-proposed-three-year-overall-dbe-goal-2/>. A copy of the notice is also included in Attachment 4.

The notice also informed the public that information on the proposed goal and methodology was available for inspection during normal business hours at CCCTA's office for thirty (30) days from the date of publication. Comments could also be submitted to CCCTA within that time frame. At the conclusion of the public review and comment period on June 8, 2019, CCCTA received no requests from the public for information regarding development of the proposed goal and no comments about the goal-setting methodology.

#### **CALIFORNIA UNIFIED CERTIFICATION PROGRAM**

The Regulations require all U.S. DOT recipients in their state to participate in a Unified Certification Program (UCP). U.S. DOT designated the California Department of Transportation (Caltrans) as the lead agency for development and implementation of the California UCP. To accomplish that task, statewide meetings were held and a Memorandum of Agreement (MOA) was developed outlining California's plan for implementation of the UCP. Caltrans submitted the California UCP MOA on May 1, 2001 to U.S. DOT, and the U.S. DOT Secretary approved the MOA on March 13, 2002. Initial implementation of the California UCP began on January 1, 2002, and full implementation was accomplished within 18 months of the U.S. DOT approval date.

As required by the California UCP MOA, CCCTA submitted a Declaration Letter to Caltrans advising it is a U.S. DOT recipient with an approved DBE Program in place, acknowledging it is in agreement with the MOA and declaring it will be participating as a non-certifying agency.

CCCTA is impacted by the California UCP as follows: (a) the MOA may propose an annual membership fee; (b) Certifying agencies within the CUCP certify firms as DBEs or ACDBEs; (c) all certified firms are included in the UCP DBE Database; and (d) CCCTA staff may participate as a non-certifying member of the UCP Executive Committee. The MOA is currently under review and is in progress of being updated by the UCP Executive Committee.

# ATTACHMENT 1(A)

## BUDGETED PARATRANSIT OPERATING FUNDS AND CAPITAL GRANTS WITH FTA-ASSISTED CONTRACTING OPPORTUNITIES, FY 2020

Type of Grant/ Budgeted Line Item		Professional Services	Equipment/ Supplies	Other Services	Construction	Non- Contracting	Contracting Total	
	<b>Operating Grants</b>							
	Section 5307, Preventive Maintenance, Paratransit						1,380,000	
	Total FTA Operating Grants						1,380,000	
	Total Operating Budget							
	Paratransit Division	6,175,061	2,000	17,500		331,945	6,526,506	
	FTA % of Total Operating Budgets						21.1%	
NAICS	<b>Contracting Opportunities, Operating Budgets</b>	<b>Professional</b>	<b>Equipment</b>	<b>Services</b>	<b>Construction</b>	<b>NonContract</b>	<b>Contracting</b>	<b>21.1%</b>
424120	Office Supplies		2,000				2,000	423
485310	Other Transportation Services	1,281					1,281	271
48599	Transit & Other Ground Passenger Transportation	6,155,280					6,155,280	1,301,506
541110	Legal Services	15,000					15,000	3,172
541930	Translation & Interpretation Services	1,000					1,000	211
5617	Services to Buildings & Dwellings			1,500			1,500	317
6114	Training/Subscriptions	2,500					2,500	529
811111	General Automotive Maintenance			16,000			16,000	3,383
	Total Paratransit Operating Budget	6,175,061	2,000	17,500	0	331,945	6,194,561	1,309,812
	<b>@21.1%</b>	<b>1,305,689</b>	<b>423</b>	<b>3,700</b>	<b>0</b>	<b>70,188</b>	<b>1,309,812</b>	
	Total FTA Assisted Contracting & Noncontracting Opportunities, Operating Budget							<b>1,380,000</b>
	<b>Capital Grants</b>	<b>Professional</b>	<b>Equipment</b>	<b>Services</b>	<b>Construction</b>	<b>NonContract</b>	<b>Contracting</b>	<b>Total</b>
								0
	Total Capital Grants					-		0
	<b>Total Contracting &amp; Noncontracting Opportunities</b>					<b>70,188</b>	<b>1,309,812</b>	<b>1,380,000</b>
	Proof							1,380,000

# ATTACHMENT 1(B)

## BUDGETED PARATRANSIT OPERATING FUNDS AND CAPITAL GRANTS WITH FTA-ASSISTED CONTRACTING OPPORTUNITIES, FY 2021

Type of Grant/ Budgeted Line Item		Professional Services	Equipment/ Supplies	Other Services	Construction	Non- Contracting	Contracting Total	
	<b>Operating Grants</b>							
	Section 5307, Preventive Maintenance, Paratransit						1,380,000	
	Total FTA Operating Grants						1,380,000	
	Total Operating Budget							
	Paratransit Division						6,845,000	
	FTA % of Total Operating Budgets						20.2%	
NAICS	<b>Contracting Opportunities, Operating Budgets</b>	<b>Professional</b>	<b>Equipment</b>	<b>Services</b>	<b>Construction</b>	<b>NonContract</b>	<b>Contracting</b>	<b>20.2%</b>
424120	Office Supplies							
485310	Other Transportation Services							
48599	Transit & Other Ground Passenger Transportation							
541110	Legal Services							
541930	Translation & Interpretation Services							
5617	Services to Buildings & Dwellings							
6114	Training/Subscriptions							
811111	General Automotive Maintenance							
	Total Paratransit Operating Budget							
	@20.2%							
	Total FTA Assisted Contracting & Noncontracting Opportunities, Operating Budget							
	<b>Capital Grants</b>	<b>Professional</b>	<b>Equipment</b>	<b>Services</b>	<b>Construction</b>	<b>NonContract</b>	<b>Contracting</b>	<b>Total</b>
	Total Capital Grants							
	<b>Total Contracting &amp; Noncontracting Opportunities</b>							
	Proof							

# ATTACHMENT 1(C)

## BUDGETED PARATRANSIT OPERATING FUNDS AND CAPITAL GRANTS WITH FTA-ASSISTED CONTRACTING OPPORTUNITIES, FY 2022

Type of Grant/ Budgeted Line Item		Professional Services	Equipment/ Supplies	Other Services	Construction	Non- Contracting	Contracting Total	
	<b>Operating Grants</b>							
	Section 5307, Preventive Maintenance, Paratransit						1,380,000	
	Total FTA Operating Grants						1,380,000	
	Total Operating Budget Paratransit Division						7,180,000	
	FTA % of Total Operating Budgets						19.2%	
NAICS	<b>Contracting Opportunities, Operating Budgets</b>	<b>Professional</b>	<b>Equipment</b>	<b>Services</b>	<b>Construction</b>	<b>NonContract</b>	<b>Contracting</b>	<b>19.2%</b>
424120	Office Supplies							
485310	Other Transportation Services							
48599	Transit & Other Ground Passenger Transportation							
541110	Legal Services							
541930	Translation & Interpretation Services							
5617	Services to Buildings & Dwellings							
6114	Training/Subscriptions							
811111	General Automotive Maintenance							
	Total Paratransit Operating Budget @19.2%							
Total FTA Assisted Contracting & Noncontracting Opportunities, Operating Budget								0
	<b>Capital Grants</b>	<b>Professional</b>	<b>Equipment</b>	<b>Services</b>	<b>Construction</b>	<b>NonContract</b>	<b>Contracting</b>	<b>Total</b>
	FTA Section 5307 Capital Grant							0
	Revenue Fleet, 21 Paratransit Vehicles					989,000		989,000
	Total Capital Grants					989,000		989,000
	<b>Total Contracting &amp; Noncontracting Opportunities</b>					<b>989,000</b>		<b>989,000</b>
	Proof							989,000

## ATTACHMENT 2(A)

### DBE AVAILABILITY, OVERALL GOAL FOR FFY 2020 – 2022

#### Step 1: Base Figure for DBE Availability by NAICS Codes

NAICS Code	Major Industry Group	Number of Certified DBEs	Number of All Firms	DBE Availability	Budget (@ 21.1%)	Weight	Goal
424120	Office Supplies	11	91	12.09%	\$ 423.00	0.03%	0.00%
485310	Other Transportation Services	0	77	0.00%	\$ 271.00	0.02%	0.00%
48599	Transit & Ground Passenger Transportation	11	654	1.68%	\$ 1,301,506.00	99.37%	1.67%
541110	Legal Services	19	4,556	0.42%	\$ 3,172.00	0.24%	0.00%
541930	Translation & Interpretation Services	25	96	26.04%	\$ 211.00	0.02%	0.00%
5617	Services to Buildings & Dwellings	50	4,046	1.24%	\$ 317.00	0.02%	0.00%
6114	Training/Subscriptions	135	342	39.47%	\$ 529.00	0.04%	0.02%
81111	General Automotive Maintenance	4	1,996	0.20%	\$ 3,383.00	0.26%	0.00%
						100.00%	
	<b>Total Budget, Contracting Opportunities</b>				<b>\$ 1,309,812.00</b>		
	<b>Total Base Figure</b>						<b>1.70%</b>
Source: U.S. Census Bureau, 2016 Economic Census, County Business Patterns							
Bay Area Counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma							
State of California							
Source: California Unified Certification Program (DBE Database)							
<a href="http://www.calucp.com">www.calucp.com</a>							

## ATTACHMENT 2(B)

### DBE AVAILABILITY, OVERALL DBE GOAL FOR FFY 2020 – 2022

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#### Step 2: Adjusted Base Figure, Past Participation

FFY	Participation Rate
2018	15.9%
2017	7.4%
2016	7.6%
Median	7.6%

Adjusted Goal =	Step 1 Base Figure + Median Past Participation				
	2				
Adjusted Goal =	1.70% + 7.6%				
	2				

Total Adjusted Goal = 4.65%					
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## ATTACHMENT 3

### PUBLIC PARTICIPATION

**THE BUSINESS OUTREACH COMMITTEE (BOC) A CONSORTIUM OF BAY AREA TRANSPORTATION AGENCIES**



## **PUBLIC PARTICIPATION MEETING**

### **TUESDAY, APRIL 2, 2019**

### **2:00 PM - 3:00 PM**

**AC Transit 1600 Franklin Street (Board Room), Oakland, CA 94612**

The BOC hereby notifies all interested parties that member agencies are beginning the process of establishing triennial overall DBE goals for contracts and procurements that may be financed in whole or in part by the Department of Transportation for Federal Fiscal Year 2020/2022.

**Get advance notice on upcoming contracting opportunities**  
**Review goal setting process | Provide input on proposed goals**

**Please RSVP for this free event [HERE](#)**

**PARTICIPATING BOC MEMBER AGENCIES:**



*It is the policy of the BOC members that small businesses owned and controlled by socially and economically disadvantaged individuals are provided equal opportunity to participate in the construction, professional service, and procurement activities of their agencies.*

Please contact meeting coordinator Artemise Davenport at (415) 257-4581 if you have questions or want additional information about the meeting. If you cannot attend, but wish to submit your comments and/or suggestions, please complete the comment card and send to Artemise Davenport, DBE Program Administrator, Golden Gate Bridge, Highway and Transportation District, 1011 Andersen Drive, San Rafael, CA 94901, or via facsimile to (415) 257-4555, or via electronic mail to [adavenport@goldengate.org](mailto:adavenport@goldengate.org).



**BOC PUBLIC PARTICIPATION MEETING –  
TRIENNIAL OVERALL DBE GOAL FFY 2020-2022**  
April 2, 2019 2:00PM-3:00PM

**COMMENT CARD**

Please use this form for comments or suggestions. Indicate general comment or for a specific agency(ies).

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone No. \_\_\_\_\_

Agency: \_\_\_\_\_

General Comment: ☐

Comment/Suggestions

Please submit your comments/suggestions to Artemise Davenport, GGBHTD, DBE Program Administrator, at [adavenport@goldengate.org](mailto:adavenport@goldengate.org) or via facsimile at 415-257-4555.



March 11, 2019

Dear Business Partner:

The Business Outreach Committee (BOC) invites you to participate in a roundtable discussion with Bay Area transit and transportation agencies to share information on the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and agency efforts to establish a level playing field. We are also seeking your input on the methodology agencies use to determine their DBE goals for federally-assisted contracts for Federal Fiscal Year (FFY) 2020 - 2022.

Members of trade associations, chambers of commerce, builders exchanges, and technical resource groups are invited to join in this discussion. We have included a list of proposed discussion topics and contact information for the BOC agency representatives that will be participating in this meeting.

The BOC works hard to promote small business inclusion in agency contracting and procurement activities. Immediately following the consultation session, BOC member agencies will conduct a meeting for small businesses. In addition to information on contracting opportunities, the BOC will request comments and/or suggestions on proposed DBE goals for the upcoming FFY. We will also seek input from small businesses on how agencies can improve their DBE programs.

Here are the details of the consultation meeting:

**Consultation Session**

Tuesday, April 2, 2019, 12:00 PM – 1:00 PM (Light lunch provided)

Alameda Contra Costa Transit District (AC Transit)

1600 Franklin Street, Board Room, Oakland, CA 94612

RSVP: <https://goo.gl/forms/EZW0AxOLnithAbPA2>

For questions, please contact Artemise Davenport at [adavenport@goldengate.org](mailto:adavenport@goldengate.org) or 415-257-4581. **Please RSVP by March 25, 2019.**

The goal of the BOC is to assist small disadvantaged and local firms in doing business with Bay Area transportation agencies. The BOC seeks to provide meaningful opportunities for small, disadvantaged, and/or local companies to expand their capacity by developing relationships with transit agency staff and the contracting community of the San Francisco Bay Area.

Please join us and provide your input on our efforts.

Respectfully,

*Artemise Davenport*

Artemise Davenport

Chair, Business Outreach Committee

**Business Outreach Committee  
c/o GGBHTD, 1011 Andersen Drive, San Rafael, CA 94901**

Alameda-Contra Costa  
Transit District (AC Transit)

Alameda County  
Transportation Commission  
(Alameda CTC)

Bay Area Rapid Transit  
(BART)

California Department of  
Transportation (CALTRANS)

California High Speed Rail  
Authority (HSR)

Central Contra Costa Transit  
Authority (County  
Connection)

City of Rio Vista (Delta  
Breeze)

City of Santa Rosa

Golden Gate Bridge,  
Highway and Transportation  
District (GGBHTD)

Marin Transit

Metropolitan Transportation  
Commission (MTC)

Napa Valley Transportation  
Authority (NVTa)

Peninsula Corridor Joint  
Powers Board (Caltrain)

San Francisco Bay Area  
Water Emergency  
Transportation Authority  
(WETA)

San Francisco County  
Transportation Authority  
(SFCTA)

San Francisco Municipal  
Transportation Agency  
(SFMTA)

San Mateo County Transit  
District (SamTrans)

Santa Clara Valley  
Transportation Authority  
(VTA)

Santa Cruz Metropolitan  
Transit District (SCMTD)

Solano County Transit  
(SolTrans)

Sonoma County Department  
of Transportation & Public  
Works

Sonoma-Marín Area Rail  
Transit District (SMART)

Transbay Joint Powers  
Authority (TJPA)

Tri Delta Transit (ECCTA)

Western Contra Costa  
Transit Authority (WestCAT)

### Proposed Roundtable Discussion Topics

1. What are the major barriers for your members in competing for contracting opportunities?
2. What trades are there a lack/plethora of DBE participation?
3. What types of technical assistance do your members need most?
4. Do you have suggestions for resources and references that the BOC should develop, maintain, and disseminate to your members?
5. How can the Business Outreach Committee assist you in your mission?

**The Business Outreach Committee includes Civil Rights Officers and Contract Administrators from:**



## Business Outreach Committee Contact List

**Alameda Contra Costa Transit District (AC Transit)** [www.actransit.org](http://www.actransit.org)

**Contracts Compliance Administrator:** Phillip Halley; [phalley@actransit.org](mailto:phalley@actransit.org); 510-891-7164; **Management Compliance Analyst**  
**Contracts Compliance:** Brooklyn Moore-Green; [bpmgreen@actransit.org](mailto:bpmgreen@actransit.org); 510-891-7231

**Bay Area Rapid Transit District (BART)** [www.bart.gov](http://www.bart.gov)

**Principal Administrative Analyst:** Alma Basurto; [abasurto@bart.gov](mailto:abasurto@bart.gov); 510-464-6388

**Central Contra Costa Transit Authority (County Connection)** [www.countyconnection.com](http://www.countyconnection.com)

**Director of Recruitment & Employee Development:** Kristina Martinez; [kmartinez@countyconnection.com](mailto:kmartinez@countyconnection.com); 925-680-2031

**Golden Gate Bridge, Highway & Transportation District (GGBHTD)** [www.goldengate.org](http://www.goldengate.org)

**DBE Program Administrator:** Artemise Davenport; [adavenport@goldengate.org](mailto:adavenport@goldengate.org); 415-257-4581

**Livermore Amador Valley Transit Authority (LAVTA)**

[www.wheelsbus.com](http://www.wheelsbus.com) **Director of Finance:** Tamara Edwards; [tedwards@lavta.org](mailto:tedwards@lavta.org); 925-455-7566

**Marin Transit** [www.marintransit.org](http://www.marintransit.org) **Director of Policy & Legislative Programs:** Amy Van Doren; [avandoren@marintransit.org](mailto:avandoren@marintransit.org); 415-226-0859

**Metropolitan Transportation Commission (MTC)** [www.mtc.ca.gov](http://www.mtc.ca.gov) **Contract Compliance Manager:** Denise Rodrigues; [drodrigues@bayareametro.gov](mailto:drodrigues@bayareametro.gov); 510-778-5297; **Purchasing:** Luz Campos; [lcampos@bayareametro.gov](mailto:lcampos@bayareametro.gov); 510-778-5390

**Napa Valley Transportation Authority (NVTA)** [www.nvta.ca.gov](http://www.nvta.ca.gov) **Manager of Finance:** Antonio Onorato; [anonorato@nvta.ca.gov](mailto:anonorato@nvta.ca.gov); 707-259-8779

**San Francisco Bay Ferry, a service of the Water Emergency Transportation Authority (WETA)** [www.watertransit.org](http://www.watertransit.org)

**Program Manager/Analyst:** Lauren Duran Gualarte; [gualarte@watertransit.org](mailto:gualarte@watertransit.org); 415-364-3188

**San Francisco Municipal Transportation Agency (SFMTA)** [www.sfmta.gov](http://www.sfmta.gov) **Senior Contract Compliance Office:** Sheila Evans-Peguese; [Sheila\\_Evans-Peguese@sfmta.com](mailto:Sheila_Evans-Peguese@sfmta.com); 415-701-4436

**San Mateo County Transit District (SamTrans) and Peninsula Joint Powers Board (Caltrain)** [www.smctd.com/bidscontracts](http://www.smctd.com/bidscontracts)  
**DBE Administrator:** Kellie Irving; [irvingk@samtrans.com](mailto:irvingk@samtrans.com); 650-508-7939

**Santa Clara Valley Transportation Authority (VTA)** [www.vta.org](http://www.vta.org) **Office of Business Diversity Programs Manager:** Liz Brazil, [Liz.Brazil@vta.org](mailto:Liz.Brazil@vta.org); **Business Services Division:** 408-321-5962

**Solano County Transit (SolTrans)** [www.soltransride.com](http://www.soltransride.com) **DBE Liaison Officer:** Dennis Ybarra; [dennis@soltransride.com](mailto:dennis@soltransride.com); 707-736-6986

**Tri Delta Transit (ECCTA)** [www.trideltatransit.com](http://www.trideltatransit.com)

**DBE Liaison Officer:** Tania Babcock; [tbabcock@eccta.org](mailto:tbabcock@eccta.org); 925-754-6622 ext. 223

**Western Contra Costa Transit Authority (WestCAT)** [www.westcat.org](http://www.westcat.org) **Assistant General Manager:** Rob Thompson; [rob@westcat.org](mailto:rob@westcat.org); 510-724-3331

**Business Outreach Committee**  
**c/o GGBHTD, 1011 Andersen Drive, San Rafael, CA 94901**



## ATTACHMENT 4

### NOTICE OF PROPOSED OVERALL THREE-YEAR DBE GOAL

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# County Connection

2477 Arnold Industrial Way    Concord, CA 94520-5326    (925) 676-7500    [countyconnection.com](http://countyconnection.com)

### NOTICE OF PROPOSED THREE-YEAR OVERALL DBE GOAL

The Central Contra Costa Transit Authority (CCCTA) announces a 4.65% proposed overall goal for participation by Disadvantaged Business Enterprises (DBEs) in CCCTA contracting opportunities that are budgeted to receive financial assistance from the U.S. Department of Transportation (DOT), Federal Transit Administration (FTA) during fiscal years (FYs) 2020 through 2022.

Information on the development of the proposed goal and rationale is available for inspection from 9:00 a.m. to 4:00 p.m., Monday through Friday, at the CCCTA office, 2477 Arnold Industrial Way, Concord, CA 94520 for thirty (30) days following the date of this notice. Any person may also submit comments regarding the proposed goal to the DBE Officer at the above address for thirty (30) days from the date of this notice.



Rick Ramacier, General Manager  
May 9, 2019

Clayton • Concord • Contra Costa County • Danville • Lafayette • Martinez  
Moraga • Orinda • Pleasant Hill • San Ramon • Walnut Creek

**CENTRAL CONTRA COSTA TRANSIT AUTHORITY**

**RESOLUTION NO. 2020-02**

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

**ADOPTING A DISADVANTAGED BUSINESS ENTERPRISE  
OVERALL GOAL FOR FFY2020 THROUGH FFY2022**

**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**, CCCTA is a recipient of federal funds administered by the Federal Transit Administration ("FTA");

**WHEREAS**, the U.S. Department of Transportation ("U.S. DOT") issued Regulations (49 CFR Part 26) effective March 4, 1999, which have been amended at various times, regarding the participation of Disadvantaged Business Enterprises ("DBEs") in federally assisted contracts;

**WHEREAS**, the Regulations require that CCCTA establish a three-year DBE overall goal for FFY2020-2022, which is due to be submitted to U.S. DOT by August 1, 2019; and

**WHEREAS**, staff prepared the *FFY2020 through FFY2022 DBE Overall Goal and Goal Setting Methodology*, which recommends the establishment of a DBE overall goal of 4.65% applicable to CCCTA contracting opportunities assisted by the U.S. DOT pursuant to requirements set forth in the Regulations;

**WHEREAS**, the Regulations prescribe that CCCTA provide for public participation by soliciting input from minority, women and general contractor groups, community organizations and other organizations; by publishing the proposed goal before submission on the CCCTA official Internet Web site; and as an option, providing for a thirty-day public inspection and comment period;

**WHEREAS**, staff participated in a public participation session on April 2, 2019, sponsored by the Business Outreach Committee, at which representatives of minority, women and general contractor groups, community organizations and other U.S. DOT grantees were invited to attend;

**WHEREAS**, at its May 8, 2019 meeting, the Administration and Finance Committee found the proposed FFY2020 through FFY2022 DBE overall goal to be appropriate and reasonable and authorized staff to publish the proposed goal and begin a public review and comment period;

**WHEREAS**, the notice was published on the CCCTA Internet Web site on May 9, 2019 announcing the proposed 4.65% DBE overall goal for FFY2020 through FFY2022 for federally assisted contracts, and advising the public that the goal setting methodology was available for inspection for thirty days; and

**WHEREAS**, at the conclusion of the thirty-day public review and comment period on June 8, 2019, no comments or requests were received from the public for information regarding development of the proposed goal.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby adopts the 4.65% DBE overall goal for FFY2020 through FFY2022 applicable to U.S. DOT assisted contracts; and

**BE IT FURTHER RESOLVED** that the Board of Directors directs the General Manager, or his designee, to submit the goal and goal setting methodology to the U.S. DOT through the Federal Transit Administration by August 1, 2019, so as to assure continued CCCTA eligibility for the receipt of federal financial assistance.

Regularly passed and adopted this 18<sup>th</sup> day of July, 2019 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Sue Noack, Chair, Board of Directors

ATTEST:

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Lathina Hill, Clerk to the Board

**To:** Board of Directors

**Date:** 7/9/2019

**From:** Ruby Horta, Director of Planning, Marketing & Innovation

**Reviewed by:** WC.

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**SUBJECT: Final Bishop Ranch Service Restructure Proposal**

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### **Background:**

County Connection implemented major services changes in Spring 2019. Proposed changes to routes serving Bishop Ranch were separate due to the contractual partnership between County Connection and Sunset Development. At the March 21<sup>st</sup> Board meeting, staff was authorized to proceed with the public hearing process for the Bishop Ranch service restructure, which included new weekend service in San Ramon (Route 335).

Staff conducted two public hearings in April, in Walnut Creek and San Ramon and accepted public comments via mail, email, telephone and on the County Connection website.

### **Rider Feedback on Original Service Plan:**

During the public hearing process, passengers expressed concerns about the proposed elimination of Route 97X. Staff analyzed travel times for Route 35 and although the end to end travel times to the San Ramon Transit Center (SRTC) were comparable, the travel time would nearly double for Chevron and BR1 passengers. Secondly, staff received complaints that stemmed from confusion about the original proposal's plan to eliminate Route 95X. Passengers were assured service to the Danville Park and Ride would continue under the new proposal. Lastly, the support for a weekend 335 between San Ramon and Dublin BART via Bollinger Canyon was very popular.

### **Final Bishop Ranch Service Plan:**

Given the feedback received, staff updated the O&S committee with a proposal to proceed with the implementation of Route 335 in the Fall 2019 bid and conduct further review of the express routes to Bishop Ranch. After further review, staff recognized the importance of Route 97X for passengers connecting at the Dublin BART station from the Oakland direction as well as the Central Valley. Staff amended the original proposal and reviewed the changes with Sunset Development for concurrence.

The amended proposal includes retaining Route 95X between Walnut Creek BART and the SRTC via the northern part of Bishop Ranch, with additional service to the Danville Park and Ride.



Route 96X with service between Walnut Creek and SRTC will serve Chevron and the southern part of Bishop Ranch. The final proposal modified the plan to retain one express bus for Route 97X from Dublin BART. The 97X alignment will serve the southern part of Bishop Ranch, including Chevron and BR1, with the SRTC as the terminus.

This proposal will increase frequency from the Walnut Creek BART station to Bishop Ranch and retain the express trips most heavily utilized between Dublin BART and Bishop Ranch. The amended changes do not constitute a major service change and were made in direct response to the public's comments, thus could be implemented under the General Manager's authority. However, the Metropolitan Transportation Commission (MTC) provides partial funding for Route 96X and require committee review as part of their request for a corrective action plan (CAP) to meet their performance measures.

Given the support from the public and Sunset Development, staff proposes to implement the proposed changes this year as pilot projects, which provides the flexibility to finalize all Title VI requirements within the next year.

**Financial Implications:**

The remaining restructure of the Bishop Ranch routes (95X, 96X, and 97X) has been designed to be revenue neutral.

**Recommendation:**

The O&S Committee and staff recommend Board approval of the revised proposal for the Bishop Ranch service restructure as outlined in this memo, for implementation in November.

**Action Requested:**

The O&S Committee and staff request Board approval of Resolution 2020-003.

**RESOLUTION NO. 2020-003**

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

**\* \* \***

**IMPLEMENTING 95X, 96X AND 97X ROUTE CHANGES**

**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 ("County Connection"), 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**, County Connection's Board of Directors (Board), at its meeting of January 17, 2019, approved implementation of major services changes;

**WHEREAS**, proposed changes to routes serving Bishop Ranch (Routes 95X, 96X, and 97X) were separated from the major service change process due to the contractual partnership between County Connection, Sunset Development and Chevron;

**WHEREAS**, at the March 21, 2019 Board meeting, staff was authorized to proceed with the public hearing process for the Bishop Ranch service restructure, which included new weekend service in San Ramon;

**WHEREAS**, staff conducted two public hearings in April, in Walnut Creek and San Ramon and accepted public comments via mail, email, telephone and on the County Connection website;

**WHEREAS**, staff has analyzed the comments received and has developed a revised proposal to incorporate such comments, with the understanding that the service restructure will be on a "pilot" basis until the required Title VI Equity Analysis is complete and presented to the Board for approval;

**WHEREAS**, the Operations and Scheduling Committee recommends the Board approve the services restructure described herein, for implementation in November 2019; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Central Contra Costa Transit Authority hereby authorizes the General Manager to implement the pilot service restructure for Routes 95X, 96X, and 97X, with the changes to be effective November 1, 2019, and with the understanding that the final proposal will be brought back to the Board following the completion of the Title VI process.

Regularly passed and adopted this 18th day of July 2019, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:

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Sue Noack, Chair, Board of Directors

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Lathina Hill, Clerk to the Board

**To:** Board of Directors

**Date:** 06/24/2019

**From:** Melody Reeb, Manager of Planning

**Reviewed by:**



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**SUBJECT:** Re-appointment to Advisory Committee Representing Town of Danville

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**Background:**

On June 18, 2019, the Danville Town Council re-appointed James Donnelly to serve on the County Connection's Advisory Committee as the primary member representing the Town of Danville. The re-appointment will expire in July 2021.

**Financial Implications:**

None

**Recommendation:**

Approve the re-appointment of James Donnelly as the representative for the Town of Danville on County Connection's Advisory Committee.

**Attachment:**

Re-Appointment notice – James Donnelly



*"Small Town Atmosphere  
Outstanding Quality of Life"*

June 24, 2019

James Donnelly  
373 Century Circle  
Danville, CA 94526

RE: County Connection Citizens Advisory Committee

Dear Jim:

Congratulations! At the June 18, 2019 meeting, the Danville Town Council re-appointed you as Danville's representative on the County Connection Citizens Advisory Committee.

Your application has been forwarded to the County Connection:

County Connection  
2477 Arnold Industrial Way  
Concord, CA 94520  
(925)676-1976

If you have any questions, please call me at (925) 314-3401.

Sincerely,  
TOWN OF DANVILLE

Marie Sunseri  
City Clerk

510 LA GONDA WAY, DANVILLE, CALIFORNIA 94526

Administration  
(925) 314-3388

Building  
(925) 314-3330

Engineering & Planning  
(925) 314-3310

Transportation  
(925) 314-3310

Maintenance  
(925) 314-3450

Police  
(925) 314-3410

Parks and Recreation  
(925) 314-3400