



**BOARD ADMINISTRATION AND OPERATIONS COMMITTEE MEETING
WEDNESDAY, SEPTEMBER 7, 2011, 1:00 P.M.
RIVERSIDE TRANSIT AGENCY BOARD ROOM
1825 THIRD STREET
RIVERSIDE, CA 92507**

1. **CALL TO ORDER**
2. **SELF-INTRODUCTIONS**
3. **PUBLIC COMMENTS– NON-AGENDA ITEMS** **RECEIVE COMMENTS**
Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to matters not listed on the agenda. Members of the public may comment on any matter listed on the agenda at the time that the Board considers that matter. Each person’s presentation is limited to a maximum of three (3) minutes
4. **APPROVAL OF MINUTES – JULY 6, 2011, COMMITTEE MEETING** **APPROVE**
(P.3)
5. **CONSENT CALENDAR**
All items on the Consent Calendar will be approved by one motion and there will be no discussion on individual items unless a Board member or member of the public requests a specific item be pulled from the calendar for separate discussion
 - A. **TRANSPORTATION CENTER MONTHLY REPORT – JUNE AND JULY 2011** **RECEIVE AND FILE**
(P.6)
 - B. **PERSONNEL REPORT – JUNE AND JULY 2011** **RECEIVE AND FILE**
(P.11)
6. **HOLIDAY EVENTS SCHEDULE** **APPROVE**
(P.18)
7. **FREE BUS RIDES ON NEW YEAR’S EVE** **APPROVE**
(P.20)
8. **RATIFY GRANT APPLICATIONS SUBMITTED TO THE FEDERAL TRANSIT ADMINISTRATION FOR FEDERAL STATE OF GOOD REPAIR AND BUS AND BUS FACILITIES LIVABILITY INITIATIVE FUNDING** **APPROVE**
(P.21)

Any person with a disability who requires a modification or accommodation in order to participate in this meeting or any person with limited English proficiency (LEP) who requires language assistance to communicate with the RTA Board during the meeting should contact the RTA Clerk of the Board, telephone number (951) 565-5044, no fewer than two business days prior to this meeting to enable RTA to make reasonable arrangements to assure accessibility or language assistance for this meeting.

Agenda related writings or documents provided to the Board of Directors are available for public inspection in the office of the Clerk of the Board and at the reception desk while the meeting is in session.

RTA BOARD ADMINISTRATION AND OPERATIONS COMMITTEE MEETING
SEPTEMBER 7, 2011
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9. RATIFY FY09-10 AND FY10-11 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM-CALIFORNIA TRANSIT ASSISTANCE FUND (CTSGP-CTAF) GRANT APPLICATIONS AND APPROVE RESOLUTIONS 2011-16 AND 2011-17 TO OBTAIN FY09-10 AND FY10-11 CTSGP-CTAF FUNDS (P.24) APPROVE
10. APPROVE RESOLUTION 2011-015 TO AMEND THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS INSURANCE AUTHORITY'S (AKA CALIFORNIA TRANSIT INSURANCE POOL OR CALTIP) JOINT POWERS AGREEMENT (JPA) AND AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE AMENDED AGREEMENT (P.28) APPROVE
11. BOARD MEMBER COMMENTS AND REMARKS
12. OTHER BUSINESS
13. ADJOURN

RTA BOARD ADMINISTRATION AND OPERATIONS COMMITTEE MEETING
July 6, 2011

1. CALL TO ORDER:

Committee Chairman Doug McAllister called the Board Administration and Operations Committee meeting to order at 1:00 p.m., on July 6, 2011, in the RTA Board Room.

2. SELF-INTRODUCTIONS:

Self introductions of those in attendance took place.

Attendees:

1. Committee Chairman Doug McAllister, City of Murrieta Mayor Pro Tem
2. Chairman Bob Buster, County of Riverside, District I
3. Director Ella Zanowic, City of Calimesa Mayor
4. Director Daryl Hickman, City of Lake Elsinore Councilmember
5. Director Don Robinson, City of Banning Councilmember
6. Director Bridgette Moore, City of Wildomar, Councilmember

RTA Staff:

1. Larry Rubio, Chief Executive Officer
2. Tom Franklin, Chief Operating Officer
3. Craig Fajnor, Chief Financial Officer
4. Vince Rouzaud, Chief Procurement and Logistics Officer
5. Rick Kaczerowski, Director of Information Technologies
6. Jim Kneepkens, Director of Marketing
7. Mark Stanley, Director of Planning
8. Bob Bach, Director of Maintenance
9. Laura Murillo, Director of Human Resources
10. Natalie Gomez, Clerk of the Board of Directors
11. Brad Weaver, Marketing Manager
12. Lorelle Moe, Senior Planner
13. Natalie Zargoza, Contracts Manager

Other Attendees:

None.

3. PUBLIC COMMENTS – NON-AGENDA ITEMS:

None.

4. APPROVAL OF MINUTES – May 4, 2011, COMMITTEE MEETING:

M/S/C (HICKMAN/ZANOWIC) approving the minutes of June 1, 2011, Committee meeting. The motion carried unanimously.

5. CONSENT CALENDAR:

M/S/C (BUSTER/HICKMAN) approving the receipt and file of item A – Transportation Center Monthly Report – May 2011. The motion carried unanimously.

M/S/C (BUSTER/HICKMAN) approving the receipt and file of item B – Personnel Report – May 2011. The motion carried unanimously.

6. APPROVE RESOLUTIONS AUTHORIZING FILING OF GRANT APPLICATIONS FOR FISCAL YEAR 2012

M/S/C (ZANOWIC/HICKMAN) approving and recommending this item to the full Board of Directors for their consideration as follows:

- Authorize staff to submit grant applications and Authorizing Resolutions as may be necessary during the course of FY 2011/12, subject to subsequent Board ratification.

Committee Chairman McAllister requested a summary report on the status of the grant applications RTA submits.

The motion carried unanimously.

7. AUTHORIZATION TO RENEW UNIVERSITY PASS REVENUE AGREEMENT WITH CALIFORNIA BAPTIST UNIVERSITY

M/S/C (HICKMANZANOWIC) approving and recommending this item to the full Board of Directors for their consideration as follows:

- Authorize staff to renew the U-Pass agreement with Cal Baptist University for the 2011-12 academic school year in an amount that will generate up to \$33,892 in fare revenue.

The motion carried unanimously.

8. AUTHORIZATION TO WORK WITH MEMBER JURISDICTIONS TO UTILIZE AB 2766 SUBVENTION FUNDS FOR AGENCY RELATED COMMUTER BENEFIT PROGRAMS

M/S/C (HICKMAN/MOORE) approving and recommending this item to the full Board of Directors for their consideration as follows:

- Authorize staff to work with member jurisdictions to encourage utilization of AB 2766 subvention funds for agency related commuter benefit programs.

The motion carried unanimously.

9. BOARD MEMBER COMMENTS AND REMARKS:

Director Zanowic thanked Mr. Kaczerowski for his assistance with her Notebook.

Director Moore stated an emergency meeting was scheduled on July 7 to discuss Wildomar's budget crisis and SB 89.

Committee Chairman McAllister informed the committee that a League of Cities general meeting would be held July 11 at 6 p.m. in the Coachella area to discuss budget and strategies. He encouraged everyone to attend and bring their colleagues to the meeting as four cities in this county are at risk of going away.

10. OTHER BUSINESS:

None

11. ADJOURNMENT:

The meeting was adjourned at 1:26 p.m.

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

September 7, 2011

TO: BOARD ADMINISTRATION AND OPERATIONS COMMITTEE
THRU: Larry Rubio, Chief Executive Officer
FROM: Jim Kneepkens, Director of Marketing
SUBJECT: Transportation Center Monthly Report – June and July 2011

Summary: The Customer Information Center answered 31,071 calls in June 2011, a 3.4% decrease compared to June 2010. Calls included 249 commendations, general comments and valid complaints. Calls to Dial-A-Ride were 11,285, a 16.2% increase compared to June 2010. A total of 42,356 calls were received between the two call centers, an increase of 1.2% compared to the same period last year.

In July 2011, the Customer Information Center answered 30,588 calls, a 3.3% decrease compared to July 2010. Calls included 283 commendations, general comments and valid complaints. Calls to Dial-A-Ride were 10,660, a 10.1% increase compared to July 2010. A total of 41,248 calls were received between the two call centers, a decrease of .2% compared to the same period last year.

The attached report presents call volume history and details commendations, general comments and complaints by type.

Recommendation:

Receive and file.

Riverside Transit Agency

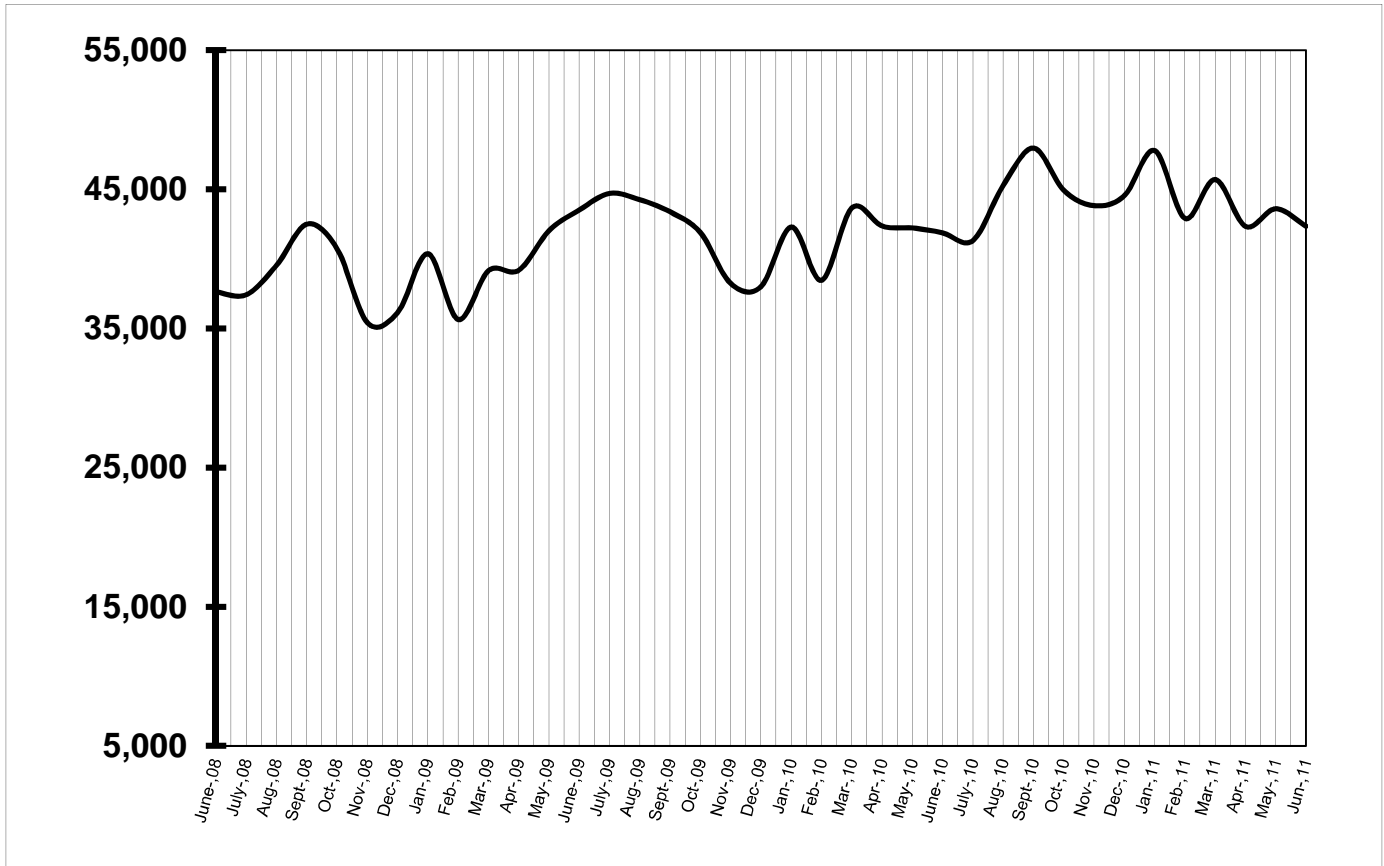
June 2011 Transportation Center Call Totals

Customer Information Center (CIC)	Same Month		Percent Change
	Current Month	Last Year	
Information Calls	30,822	31,950	-3.5%
Complaints	183	159	15.1%
Comments	46	38	21.1%
Commendations	20	17	17.6%
Total CIC Calls	31,071	32,164	-3.4%

Dial-A-Ride (DAR)

Total DAR Calls	11,285	9,710	16.2%
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Total Calls	42,356	41,874	1.2%
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Complaints, Comments & Commendations

June 2011

Valid Complaints

Category	Number This Month This Year	Number This Month Last Year	12 Month Average per Month	Complaints per 10,000 Passengers
Bus Stop	5	6	4	0.30
Careless Driving	13	20	14	0.68
Conduct	19	10	15	0.07
Crowded	0	0	3	0.19
Customer Service	20	33	27	0.28
Early Bus	8	8	6	0.00
Fare Dispute	2	2	4	0.30
Late Bus	14	27	27	0.12
Missed Transfer	5	4	5	0.03
No Show	11	7	7	0.21
Passed By	28	14	19	0.07
Passenger Conduct	5	5	3	0.16
Other	53	23	23	0.79
Total	183	159	157	3.20

Ridership

	Ridership This Month This Year	Ridership This Month Last Year	12 Month Average per Month
All services	650,201	612,909	674,356

Comments

	Number This Month This Year	Number This Month Last Year	12 Month Average per Month	Comments per 10,000 Passengers
General Comments	46	38	47	0.68

Commendations

	Number This Month This Year	Number This Month Last Year	12 Month Average per Month	Commendations per 10,000 Passengers
General Commendations	20	17	21	0.30

Riverside Transit Agency

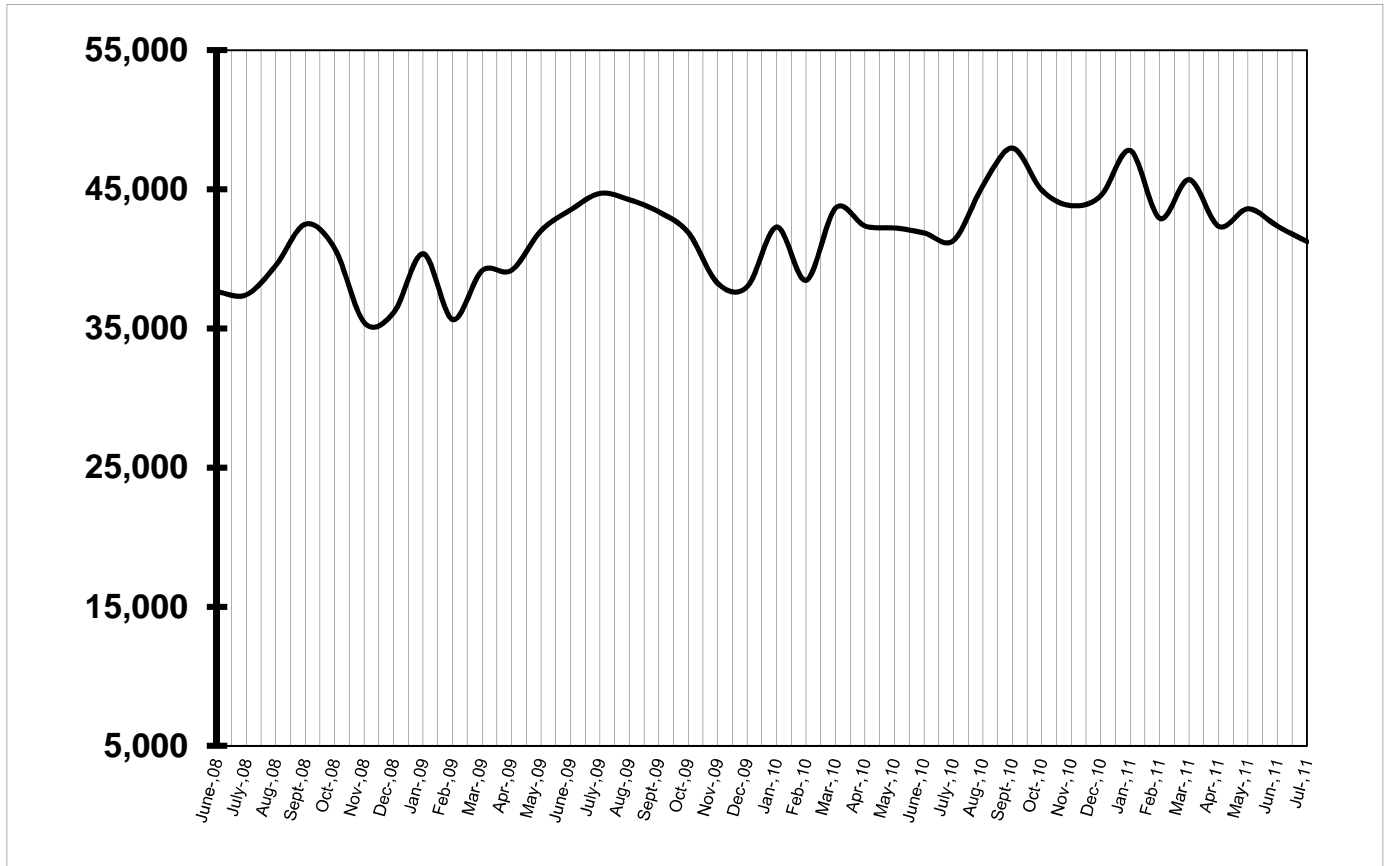
July 2011 Transportation Center Call Totals

Customer Information Center (CIC)	Same Month		Percent Change
	Current Month	Last Year	
Information Calls	30,305	31,430	-3.6%
Complaints	223	148	50.7%
Comments	45	38	18.4%
Commendations	15	24	-37.5%
Total CIC Calls	30,588	31,640	-3.3%

Dial-A-Ride (DAR)

Total DAR Calls	10,660	9,686	10.1%
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Total Calls	41,248	41,326	-0.2%
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Complaints, Comments & Commendations

July 2011

Valid Complaints

Category	Number This Month This Year	Number This Month Last Year	12 Month Average per Month	Complaints per 10,000 Passengers
Bus Stop	0	1	4	0.22
Careless Driving	15	15	13	0.67
Conduct	20	19	15	0.00
Crowded	0	0	3	0.22
Customer Service	21	43	24	0.30
Early Bus	16	9	7	0.00
Fare Dispute	3	6	4	0.31
Late Bus	48	13	30	0.24
Missed Transfer	9	7	6	0.04
No Show	11	9	7	0.71
Passed By	30	13	20	0.13
Passenger Conduct	2	0	3	0.16
Other	48	13	25	0.71
Total	223	148	161	3.72

Ridership

	Ridership This Month This Year	Ridership This Month Last Year	12 Month Average per Month
All services	602,912	595,513	674,972

Comments

	Number This Month This Year	Number This Month Last Year	12 Month Average per Month	Comments per 10,000 Passengers
General Comments	45	38	45	0.67

Commendations

	Number This Month This Year	Number This Month Last Year	12 Month Average per Month	Commendations per 10,000 Passengers
General Commendations	15	24	20	0.22

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

September 7, 2011

TO: BOARD ADMINISTRATION AND OPERATIONS COMMITTEE

THRU: Larry Rubio, Chief Executive Officer

FROM: Laura Murillo, Director of Human Resources

SUBJECT: Personnel Report – June and July 2011

Summary: The attached report summarizes personnel activity that occurred in June and July 2011. The following information is outlined in the report:

- Number of budgeted positions versus number of filled positions by department and position.
- Percentage of minority and female employees by position classification.
- Number of disciplinary actions by gender.
- Percentage of minority and female applicants by position.
- Number of minority and female employees by personnel actions.

Recommendation:

Receive and file.

SUMMARY OF BUDGETED POSITIONS

June 2011

DEPARTMENT AND TITLE	BUDGETED POSITIONS	FILLED POSITIONS
<u>ADMINISTRATION</u>		
Chief Executive Officer	1	1
Executive Assistant/Clerk of the Board	<u>1</u>	<u>1</u>
Department Subtotal	2	2
<u>ACCOUNTING</u>		
Chief Financial Officer	1	1
Performance Reporting & Analysis Manager	1	1
Controller	1	1
Principal Financial Analyst	1	1
Accounting Supervisor	1	1
Planning Analyst	1	0
Payroll Coordinator	1	1
Revenue Account Coordinator	1	1
Accounts Payable Clerk	1	1
General Accounting Clerk	1	1
Coin Counter	<u>2</u>	<u>2</u>
Department Subtotal	12	11
<u>HUMAN RESOURCES</u>		
Director of Human Resources	1	1
Labor Relations Officer	1	1
Risk Manager	1	1
Risk Management Specialist	1	1
Human Resources Specialist - Benefits	1	1
Human Resources Specialist - Recruitment	1	1
Human Resources Clerk	1	1
Receptionist	<u>1</u>	<u>1</u>
Department Subtotal	8	8
<u>INFORMATION TECHNOLOGY</u>		
Director of Information Technology	1	1
ITS Administrator	1	1
Systems Analyst	<u>1</u>	<u>1</u>
Department Subtotal	3	3
<u>MAINTENANCE</u>		
Director of Maintenance	1	1
Maintenance Manager	1	1
Maintenance Quality Control	1	1
Contract Operations Maintenance Supervisor	1	1
Maintenance Supervisor	6	6
Electronic Technician	1	1
Groundskeeper	1	1
Mechanic	27	27
Property Maintainer	1	1
Tire Servicer	1	1
Servicer	<u>11</u>	<u>11</u>
Department Subtotal	52	52

DEPARTMENT AND TITLE	BUDGETED POSITIONS	FILLED POSITIONS
<u>MARKETING</u>		
Director of Marketing	1	1
Marketing Manager	1	1
Planning & Program Manager	1	0
Customer Information Supervisor	1	0
Customer Information Clerk, Full-Time	1	1
Customer Information Clerk, On-Call	<u>16</u>	<u>15</u>
Department Subtotal	21	18
<u>OPERATIONS</u>		
Chief Operating Officer	1	1
Operations Manager	1	1
Executive Assistant	1	1
Operations Supervisor	13	13
Operations Analyst	1	1
Stops/Zones Supervisor	1	1
Stops/Zones Groundskeeper ¹	8	9
Transit Clerk	1	1
Coach Operator		
Full-Time ¹	182	184
Part-Time ¹	<u>20</u>	<u>23</u>
Department Subtotal	229	235
<u>CONTRACT OPERATIONS</u>		
Contract Operations Manager	1	1
Contract Operations Analyst	1	1
Contract Operations Specialist	2	2
Customer Service Specialist, Full-Time	1	1
Customer Service Specialist, Part-Time	<u>1</u>	<u>1</u>
Department Subtotal	6	6
<u>PLANNING</u>		
Director of Planning	1	1
Senior Planner	1	1
Scheduling Analyst	<u>1</u>	<u>1</u>
Department Subtotal	3	3
<u>PURCHASING</u>		
Chief Procurement & Logistics Officer	1	1
Contracts Manager	1	1
Contracts Administrator	2	2
Storeroom Supervisor	1	1
Buyer	1	1
Parts Clerk	<u>4</u>	<u>4</u>
Department Subtotal	10	10
Totals	346	348

¹The Agency experienced the following extended leaves of absences: 1 Stops/Zones Groundskeeper on disability leave, 10 Coach Operators on workers' compensation, and 5 Coach Operators on disability leave.

TOTAL WORKFORCE AND UTILIZATION ANALYSIS

POSITION CLASSIFICATION	TOTAL EMPLOYEES	% OF MINORITY EMPLOYEES	% OF FEMALE EMPLOYEES	2000 CENSUS AVAILABILITY		UNDERUTILIZED	
				%MIN	%FEM	MIN	FEM
Executive/First/Mid Level Officials & Managers	41	43.9%	29.3%	31.4%	39.9%	No	Yes
Professionals	11	36.4%	27.3%	34.6%	49.8%	No	Yes
Administrative Support Workers	38	68.4%	78.9%	48.6%	72.8%	No	No
Operatives	207	72.9%	42.5%	69.9%	70.8%	No	Yes
Craft Workers	28	60.7%	0.0%	48.2%	5.6%	No	Yes
Laborers	11	45.5%	0.0%	73.7%	15.3%	Yes	Yes
Service Workers	12	83.3%	8.3%	59.2%	56.2%	No	Yes
Total	348						

DISCIPLINARY ACTIONS

DEPARTMENT	WARNINGS, COUNSELINGS & WRITTEN REPRIMANDS								SUSPENSIONS							
	Male				Female				Male				Female			
	(C	AA	H	O ²)	(C	AA	H	O ²)	(C	AA	H	O ²)	(C	AA	H	O ²)
Maintenance	0	0	2	1	0	2	0	0	1	0	0	0	0	0	0	0
Operations	3	8	3	0	1	6	3	0	0	0	0	0	0	0	1	0
	(17)				(12)				(1)				(1)			

² C=Caucasian, AA=African American, H=Hispanic, O=Other

APPLICATION ANALYSIS

<u>POSITION TITLE</u>	<u>TOTAL APPLICANTS</u>	<u>% OF MINORITY APPLICANTS</u>	<u>% OF FEMALE APPLICANTS</u>
Coach Operator, Part-Time	75	88%	47%
Contract Operations Administrative Clerk, Part-Time	108	71%	69%
Planning Analyst	15	73%	53%
Travel Training Specialist	45	80%	42%
Travel Training Supervisor	45	27%	38%

PERSONNEL ACTIVITY

Full-Time and Part-Time:

Personnel Activity	All Employees			Minority Employees Male						Minority Employees Female						Total Minorities
	Total	Male	Female	AA	HISP	API	AIAN	NHOPI	MULTI	AA	HISP	API	AIAN	NHOPI	MULTI	Total
Activity																
New Hires	7	3	4	1	2					1	1					5
Promotions	0															0
Transfers	0															0
Demotions	0															0
Terminations	1		1								1					1
Resignations	0															0
Retirements	2	2														0
Other	0															0

FOR FISCAL YEAR 07/01/10 THROUGH 06/30/11
FULL-TIME SEPARATIONS

	<u>Administration</u>	<u>Other</u>
Terminations	7	8
Resignations	2	6
Retirements	2	9
Other	0	1

FOR FISCAL YEAR 07/01/09 THROUGH 06/30/10
FULL-TIME SEPARATIONS

	<u>Administration</u>	<u>Other</u>
Terminations	1	7
Resignations	1	4
Retirements	2	9
Other	0	0

AA = African American
HISP = Hispanic
API = Asian Pacific Islander

AIAN = American Indian or Alaskan Native
NHOPI = Native Hawaiian or Other Pacific Islander
MULTI = Two or More Races

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

September 7, 2011

TO: BOARD ADMINISTRATION AND OPERATIONS COMMITTEE
THRU: Larry Rubio, Chief Executive Officer
FROM: Jim Kneepkens, Director of Marketing
SUBJECT: Holiday Events Schedule

Summary: Each Year during November and December, various jurisdictions request vehicles and staff for holiday parades, displays and other special events. The Agency participates in these events as a marketing effort to help promote Riverside Transit Agency, provide information about all available services, and to promote a strong positive corporate image by partnering with the communities we serve. This year's anticipated holiday schedule includes:

- November 5 Perris Veteran's Day Parade
- November 11 Murrieta Veteran's Day Parade
- November 17 Riverside County SafeHouse Stuff-the-Bus
- November 25 Riverside Festival of Lights Switch-on Ceremony and Spark of Love Stuff-A-Bus
- December 2 Temecula Electric Light Parade
- December 3 Hemet Holiday Parade
- December 10 Beaumont Holiday Parade
- December 10 Yucaipa/Calimesa Christmas Parade
- December 10 Perris Annual Christmas Parade

Fiscal Impact:

The cost to participate in these events is estimated to be less than \$2,500.

Recommendation:

Approve and recommend this item to the full Board of Directors for their consideration as follows:

- Authorize staff to work with the individual cities and organizing groups and coordinate Riverside Transit Agency's involvement in these events.

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

September 7, 2011

TO: BOARD ADMINISTRATION AND OPERATIONS COMMITTEE
THRU: Larry Rubio, Chief Executive Officer
FROM: Jim Kneepkens, Director of Marketing
SUBJECT: Free Bus Rides on New Year's Eve

Summary: For the past several years, RTA has offered free rides on New Year's Eve on all fixed bus routes to help support riders who have to work that evening and to provide an alternate mode of transportation to those who do not want to drive or should not drive on the holiday.

For this holiday season, staff recommends again offering free bus service on all of RTA's fixed routes on Saturday, December 31 from 6:00 p.m. until the end of each bus schedule, which varies by route.

The New Year's holiday is a perfect time for RTA to say "thank you" to the communities we serve for their year-round patronage of public transportation and to show RTA's concern about the personal safety of people who will be out celebrating the holiday. Hopefully, many will be persuaded to leave their cars at home and instead use public transit, lessening the likelihood of accidents, unwanted injuries and even fatalities.

The free rides will be promoted through the website, Rider News, eAlerts, FaceBook, Twitter and a press release.

Fiscal Impact:

The loss in revenue is estimated to be less than \$1,000 by providing this public service.

Recommendation:

Approve and recommend this item to the full Board of Directors for their consideration as follows:

- Authorize the Agency to offer free rides on all fixed route buses from 6:00 p.m. to the end of business on Saturday, December 31, 2011.

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

September 7, 2011

TO: BOARD ADMINISTRATION AND OPERATIONS COMMITTEE

THRU: Larry Rubio, Chief Executive Officer

FROM: Craig Fajnor, Chief Financial Officer

SUBJECT: Ratify Grant Applications Submitted to the Federal Transit Administration for Federal State of Good Repair and Bus and Bus Facilities Livability Initiative Funding

Summary: The Agency received notification in early June of several competitive grant opportunities provided by the Federal Transit Administration (FTA) of the Department of Transportation (DOT). These grant opportunities were provided under two transit funding initiatives: State of Good Repair (SGR) and Bus and Bus Facilities Livability (BLV). These funds were made available under Federal Section 5309 where, historically, the project funding allocations came under congressionally-directed spending activities ("earmarks").

Staff submitted a number of grant requests under these initiatives as follows:

State of Good Repair

Heavy duty CNG Bus Replacement

- 84 buses @ \$575K per
- \$48.3M @ 50/50 Federal/Local Match split
- Local match is Local Transportation Funds (LTF), State Transit Assistance, Prop 1B, and Federal Excise Tax Credit
- Scalable by 1 bus

Medium sized Bus Replacement

- 10 buses @ \$165K per
- \$1.65M @ 50/50 Federal/Local Match split
- Local match is LTF
- Scalable by 1 bus

DAR Bus Replacement

- 28 buses @ \$70K per
- \$1.96M @ 50/50 Federal/Local Match split
- Local match is LTF
- Scalable by 1 bus

Riverside Facility Rehabilitation

- Concrete/flooring/roofing/painting/UST-AST
- \$0.95M @ 70/30 split Federal/Local Match split
- Local match is LTF
- Scalable by dollars awarded

Hemet Facility Rehabilitation

- Concrete/flooring/roofing/painting/UST-AST
- \$0.95M @ 70/30 split Federal/Local Match split
- Local match is LTF
- Scalable by dollars awarded

Bus and Bus Facilities Livability

Twin Cities Transit Center

- Balance of required funding to \$8.0M
- \$6.0M @ 67/33 Federal/Local Match split
- Local match is Transportation Uniform Mitigation Fee (TUMF)

3-place Bike Racks for Revenue Vehicles

- 177 racks @ \$1.3K per
- \$0.23M @ 80/20 Federal/Local Match split
- Local match is LTF
- Scalable by 1 bike rack

These applications were due no later than July 29, 2011, and were to be submitted via Grants.gov. Given the application submission period, staff completed and submitted the applications and is now seeking subsequent Board of Director ratification of the funds requests in accordance with the July 28, 2011 Board direction. Staff transmitted these applications prior to the deadline and received notice of successful transmission and receipt.

Prior to final submission, staff worked with both Riverside Transportation Commission (RCTC) and Van Skoyoc Associates staff on message content and strategy. Notification of award and/or non-award is expected in the fall.

Fiscal Impact:

None at this time. Should all of, or any portion thereof, the applications be approved, the expenses and revenue will be programmed in an amendment to the FY12 Capital budget and Short-Range Transit Plan.

Recommendation:

Recommend this item to the full Board of Directors for their consideration as follows:

- Ratify the SGR and BLV Grant Applications submitted to the Federal Transit Administration for revenue vehicle replacement, facility rehabilitation, Twin Cities Transit Center, and bike racks for revenue vehicles.
- Authorize the use of local transportation funds (LTF) and Transportation Uniform Mitigation Fee (TUMF) funds, as applicable, for local match to any federal funds awarded.

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

September 7, 2011

TO: BOARD ADMINISTRATION AND OPERATIONS COMMITTEE

THRU: Larry Rubio, Chief Executive Officer

FROM: Craig Fajnor, Chief Financial Officer

SUBJECT: Ratify FY09-10 and FY10-11 California Transit Security Grant Program-California Transit Assistance Fund (CTSGP-CTAF) Grant Applications and Approve Resolutions 2011-16 and 2011-17 to Obtain FY09-10 and FY10-11 CTSGP-CTAF Funds

Summary: On November 7, 2006, California voters approved Proposition 1B entitled “The Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006,” which is commonly known as “Prop 1B.”

Prop 1B sets aside funds for two categories of transportation improvement programs:

1. The Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) to fund capital projects that relate to infrastructure improvement – “Prop 1B Capital”
2. The California Transit Security Grant Program-California Transit Assistance Fund (CTSGP-CTAF) for transit system safety, security and disaster response capital projects – “Prop 1B Security”

Each year the State solicits requests for projects meeting the necessary criteria and then finances the programs through the sale of bonds. RTA received notices of the State’s FY09/10 and FY10/11 call for projects for Prop 1B Security grants but deferred its application(s) submittal(s) due to the uncertainty as to when the funds would become available.

In early August, after discussions with California Emergency Management Agency (CalEMA) staff, staff applied for a total of \$1,490,132 of Prop 1B Security funding for the following project:

- Operations and Facilities Security Improvements

The project funding covers two fiscal years (\$595,241 for residual FY09/10 and \$894,891 for FY10/11). As such, two applications were submitted – one for each funding year.

Many grant opportunities have short deadlines that don't allow for full Board review and approval prior to staff submittal. Thus, at its July 28, 2011 meeting, the Board authorized staff to apply for grants with tight application schedules and then obtain subsequent Board ratification. To meet the State's deadline, staff submitted the applications for both grants and is now asking the Board to ratify the requests.

Despite having received notifications of project eligibility (pre-approval), the State of California requires an applicant to obtain formal resolutions by their Board of Directors approving their agency's request prior to official award.

Fiscal Impact:

Should the Agency be awarded the requested \$1,490,132 in Prop 1B CTSGP-CTAF grants, funds will be used for security activities –as necessary - at its operational sites, transit centers, and on its fleet of vehicles.

Receipt of awarded funds will be dependent upon the successful sale of bonds by the State.

Recommendation:

Recommend this item to the full Board of Directors for their consideration as follows:

- Ratify the \$595,241 FY09-10 Prop 1B CTSGP-CTAF grant application submitted by staff and approve Resolution 2011-16 authorizing the Chairman of the Board to execute all actions required to obtain \$595,241 in FY09-10 Prop 1B CTSGP-CTAF funds.
- Ratify the \$894,891 FY10-11 Prop 1B CTSGP-CTAF grant application submitted by staff and approve Resolution 2011-17 authorizing the Chairman of the Board to execute all actions required to obtain \$894,891 in FY10-11 Prop 1B CTSGP-CTAF funds.

Resolution 2011-16

Governing Body Resolution
For FY 2009-10 Prop. 1B California Transit Security Grant Program-California
Transit Assistance Fund (CTSGP-CTAF) Grant Funds

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE RIVERSIDE TRANSIT AGENCY**

That Larry Rubio is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Prop. 1B California Transit Security Grant Program-California Transit Assistance Fund (CTSGP-CTAF) grant funds from Grant ID FY 2009-10 Proposition 1B 6261-0002 provided by the California Emergency Management Agency.

ADOPTED this 22nd day of September 2011.

RIVERSIDE TRANSIT AGENCY

APPROVED AS TO FORM:

Bob Buster
Chairman of the Board

Kennard R. Smart, Jr.
Agency's General Counsel

CERTIFICATION

The undersigned duly qualified Clerk of the Board of Directors of the Riverside Transit Agency certifies that the foregoing is a true and correct copy of a Resolution, adopted at a legally convened meeting of said Board of Directors held on September 22, 2011.

ATTEST:

Natalie Gomez
Clerk of the Board of Directors

Resolution 2011-17

Governing Body Resolution
For FY 2010-11 Prop. 1B California Transit Security Grant Program-California
Transit Assistance Fund (CTSGP-CTAF) Grant Funds

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE RIVERSIDE TRANSIT AGENCY**

That Larry Rubio is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Prop. 1B California Transit Security Grant Program-California Transit Assistance Fund (CTSGP-CTAF) grant funds from Grant ID FY 2010-11 Proposition 1B 6261-0002 provided by the California Emergency Management Agency.

ADOPTED this 22nd day of September 2011.

RIVERSIDE TRANSIT AGENCY

APPROVED AS TO FORM:

Bob Buster
Chairman of the Board

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Agency's General Counsel

CERTIFICATION

The undersigned duly qualified Clerk of the Board of Directors of the Riverside Transit Agency certifies that the foregoing is a true and correct copy of a Resolution, adopted at a legally convened meeting of said Board of Directors held on September 22, 2011.

ATTEST:

Natalie Gomez
Clerk of the Board of Directors

RIVERSIDE TRANSIT AGENCY
1825 Third Street
Riverside, CA 92507

September 7, 2011

TO: ADMINISTRATION AND OPERATIONS COMMITTEE

THRU: Larry Rubio, Chief Executive Officer

FROM: Craig Fajnor, Chief Financial Officer
Melaina Francis, Risk Manager

SUBJECT: Approve Resolution 2011-015 to Amend the California Transit Systems Joint Powers Insurance Authority's (aka California Transit Insurance Pool or CalTIP) Joint Powers Agreement (JPA) and Authorize the Chief Executive Officer to Execute the Amended Agreement

Summary: On August 6, 1987, by Resolution No. 87-05, the Board of Directors approved the Agency entering into an agreement that provided for the creation of CalTIP for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses. CalTIP has provided RTA coverage for such liabilities, as well as vehicle physical damage (VPD) losses, at stable and overall cost-effective pricing due to the effect of pooling resources and spreading risks with other transit agencies that are also members.

The CalTIP joint powers agreement has retained its original form since its creation in 1987. Since then, there have since been changes in laws and the operations of CalTIP. These changes include, but are not limited to, specifically allowing distribution of excess contributions based on the claims and losses paid and acknowledging that the withdrawal of one member does not cancel the contract with respect to the other signatories or parties to the agreement. In addition, the original joint powers agreement was restrictive in that it provided detailed information on the liability program - for which the joint powers authority was initially created - but did not specifically recognize the addition of new programs developed to meet the needs of the members.

Since inception, CalTIP added a VPD program, a more robust safety and loss control program, and more refined means of accounting for funds, expenses and claims costs. Further, CalTIP now participates in a larger public entity self-insurance pool with higher limits of liability.

Because of the growth of activities, committees were formed with certain authorities that align with the current activities of CalTIP. These committees are the Oversight Committee, the Finance & Administration Committee, and the Member Services Committee.

With the above background, the CalTIP Board of Directors believed it was time to update the original agreement to reflect the changes that have occurred since the creation of CalTIP and to have a document that will be responsive to future changes in CalTIP, the legal environment, and its members. The process to review and update the agreement is summarized below:

- The Agreement was distributed to all CalTIP members
- Comments received were reviewed by the Oversight Committee and suggested revisions were made to the Agreement
- The revised Agreement was taken to the full CalTIP Board of Directors, who commented further and moved to have the revised Agreement sent to the members' governing bodies for adoption

The attached revised Agreement includes the amendments which will bring the Agreement up to date with current laws and best practices. It will also provide flexibility to the CalTIP Board of Directors to change its structure and function from time to time as needed.

The revised Agreement needs to be adopted by the governing bodies of at least three-fourths of the CalTIP members. Despite not requiring 100% approval, CalTIP desires to have all members adopt the revised Agreement.

Fiscal Impact:

None.

Recommendation:

Approve and recommend this item to the full Board of Directors for their consideration as follows:

Approve Resolution 2011-015 to amend the California Transit Systems Joint Powers Insurance Authority's (CaTIP) Joint Powers Agreement (JPA) and authorize the chief executive officer to execute the amended agreement.

RESOLUTION NO. 2011-015

RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE
TRANSIT AGENCY APPROVING THE AMENDED JOINT POWERS AGREEMENT
FORMING THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

WHEREAS, on August 6, 1987, by its Resolution No. 87-05, the BOARD OF DIRECTORS approved entering into an agreement that provided for the creation of the California Transit Systems Joint Powers Insurance Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses;

WHEREAS, CalTIP has provided the RIVERSIDE TRANSIT AGENCY coverage for such liabilities, including vehicle physical damage losses, at stable and overall cost-effective pricing;

WHEREAS, the BOARD OF DIRECTORS of the RIVERSIDE TRANSIT AGENCY finds it in the best interest of the RIVERSIDE TRANSIT AGENCY to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP;

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

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

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF DIRECTORS of the RIVERSIDE TRANSIT AGENCY accepts the changes to the joint powers agreement as presented, and

BE IT FURTHER RESOLVED that the BOARD OF DIRECTORS authorizes the CHIEF EXECUTIVE OFFICER to sign the amended joint powers agreement that shall enable the RIVERSIDE TRANSIT AGENCY to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP.

IT IS HEREBY CERTIFIED that the foregoing resolution was duly adopted by the Riverside Transit Agency Board of Directors at a regular meeting held on the 22nd day of September, 2011.

RIVERSIDE TRANSIT AGENCY

APPROVED AS TO FORM:

Bob Buster
Chairman of the Board of Directors

Kennard R. Smart Jr.
Agency General Counsel

CERTIFICATION

The undersigned duly qualified Clerk of the Board of Directors of the Riverside Transit Agency certifies that the foregoing is a true and correct copy of a Resolution, adopted at a legally convened meeting of said Board of Directors held on September 22, 2011.

ATTEST:

Natalie Gomez
Clerk of the Board of Directors

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

Current to Proposed:

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

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

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

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

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

New Provisions in Proposed JPA:

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

JOINT POWERS AGREEMENT
CREATING
CALIFORNIA TRANSIT SYSTEMS
JOINT POWERS INSURANCE AUTHORITY

ORIGINAL EXECUTION COUNTERPART

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1 JOINT POWERS AGREEMENT
2 CALIFORNIA TRANSIT SYSTEMS
3 JOINT POWERS INSURANCE AUTHORITY
4

5 THIS AGREEMENT is made and entered into in the County of Sacramento, State of
6 California, by and among the California public agencies (referred to as “Properties” or as
7 “Property”), which have become parties to this agreement by executing a counterpart of it.
8

9 RECITALS
10

11 WHEREAS, California Government Code Section 6502 provides that two or more public
12 agencies may by agreement jointly exercise any power common to the contracting parties; and
13

14 WHEREAS, California Government Code Section 990.4 provides that a local public
15 entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance
16 through a surplus line broker, or any combination of these; and
17

18 WHEREAS, California Government Code Section 990.8 provides that two or more local
19 public entities may, by a joint powers agreement, provide insurance for any purpose by any one
20 or more of the methods specified in Government Code Section 990.4; and
21

22 WHEREAS, each Property desires to join together with the other Properties for the
23 purpose of a Joint Protection Program, as defined in this agreement; and
24

25 WHEREAS, it appears economically feasible and practical for the Properties to do so;
26

27 NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants
28 and agreements contained herein, the Properties agree as follows:
29

30 ARTICLE 1
31

32 DEFINITIONS
33

34 The following definitions shall apply to the provisions of this agreement:
35

36 (a) “Associate Member” shall mean a California nonprofit corporation which
37 operates a fixed route public transportation service.

38 (b) “Authority” shall mean the California Transit Systems Joint Powers Insurance
39 Authority created by this agreement.
40

41 (c) “Board of Directors” or “Board” shall mean the governing body of the Authority.
42

43 (d) “Claim” shall mean a demand made against a Property which is within the
44 Authority’s Joint Protection Program as developed by the Board of Directors.

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

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

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

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

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

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

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

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

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

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

1 ARTICLE 2

2 PURPOSES

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

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

21 ARTICLE 3

22 PARTIES TO AGREEMENT

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

30 ARTICLE 4

31 TERM OF AGREEMENT

32
33 This agreement shall become effective of the date of execution by the second of two
34 Properties and shall continue until and unless terminated as hereinafter provided. This
35 agreement may be executed in counterparts.
36
37

1 ARTICLE 5

2 CREATION OF AUTHORITY

3
4 Pursuant to Section 6500 et seq. of the California Government Code, there is hereby
5 created a public entity separate and apart from the parties hereto, to be known as the California
6 Transit Systems Joint Powers Insurance Authority.
7

8 ARTICLE 6

9 POWERS OF AUTHORITY

10
11 The Authority shall have the powers common to the Properties and is hereby authorized
12 to do all acts necessary for the exercise of those common powers, including, but not limited to,
13 any or all of the following:
14

15 (a) To make and enter into contracts;

16
17 (b) To incur debts, liabilities or obligations, to issue bonds, notes, or other evidences
18 of indebtedness, and make and enter into contracts and other instruments for the issuance and
19 sale of certificates of participation to fund the purposes of this agreement and to secure the
20 performance of related agreements, including reinsurance contracts and credit facilities;
21

22 (c) To acquire, receive, hold or dispose of property, Contribution and donations of
23 property, funds, services and other forms of assistance from persons, firms, corporations and
24 governmental entities;
25

26 (d) To sue and be sued in its own name; and
27

28 (e) To exercise all powers necessary and proper to carry out the terms and provisions
29 of this agreement, or otherwise authorized by law.
30

31 The powers of the Authority shall be exercised pursuant to the terms of this agreement
32 and in the manner provided by law. To comply with the provisions of Section 6509 of the
33 California Government Code, the manner of exercising any power shall be subject only to the
34 similar restrictions on the exercise of the powers of Central Contra Costa Transit Authority.
35

36 ARTICLE 7

37 RESPONSIBILITIES OF THE AUTHORITY

38
39 The Authority shall perform the following functions in discharging its responsibilities
40 under this agreement:
41

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

23 ARTICLE 8

24 RESPONSIBILITIES OF PROPERTIES

25
26 Properties shall have the following responsibilities:
27

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

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

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

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

13 ARTICLE 9

14 BOARD OF DIRECTORS

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

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

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

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

35 (e) The Director and alternate Director of an Associate Member shall be entitled to
36 notice of all meetings of the Board of Directors and may attend and participate in any meeting of
37 the Board, but may vote only on matters relating to a Joint Protection Program, as provided in
38 such program or in the bylaws adopted by the Board of Directors. The Director and alternate
39 Director of an Associate Member shall not be regarded as members of the governing body of the
40 Authority or officers of the Authority; provided, however, that they shall comply with the
41 Political Reform Act of 1974 and the Conflict of Interest Code adopted by the Board of
42 Directors.
43

1 ARTICLE 10

2 POWERS OF THE BOARD OF DIRECTORS

3
4 The Board of Directors shall have the following powers and functions:

- 5
6 (a) To elect an Executive Committee from its Directors pursuant to Article 12 of this
7 agreement.
- 8
9 (b) To review all acts of the Executive Committee and to modify or override any
10 decision or action of the Executive Committee upon a majority vote of the entire Board of
11 Directors.
- 12
13 (c) To receive and review periodic accountings of all funds and audits under Article
14 16 of this agreement.
- 15
16 (d) To conduct on behalf of the Authority all businesses of the Authority which the
17 Authority may conduct under the provisions of this agreement and pursuant to law.
- 18
19 (e) To determine details of, select, and establish the Joint Protection Programs of the
20 Authority.
- 21
22 (f) To determine and purchase all commercial insurance, including Excess Insurance,
23 necessary to carry out the Joint Protection Programs of the Authority.
- 24
25 (g) To contract for or develop various services for the Authority, including, but not
26 limited to, claims adjusting, loss control and risk management consulting.
- 27
28 (h) To cause to be prepared the operating budget of the Authority for each fiscal year.
- 29
30 (i) To receive and act upon reports of the Underwriting Committee, Claims
31 Committee, Investment Committee, and other committees as may be created by action of the
32 Board.
- 33
34 (j) To hire persons or entities as the Board deems necessary for the administration of
35 the Authority and to exercise general supervisory and policy control over such persons or
36 entities.
- 37
38 (k) To establish or appoint such offices, officers, and committees of the Board as deemed
39 necessary; provided, however, that the Board shall appoint a Treasurer and Auditor or Controller,
40 who may be the same person, as officers of the Authority.
- 41
42 (l) Such other powers and functions as are provided for in this agreement or in the
43 bylaws.
- 44

1 ARTICLE 11

2 MEETING OF THE BOARD OF DIRECTORS

3
4 (a) Meetings. The Board shall provide for its regular, adjourned regular and special
5 meetings or upon call of the chairperson of the Board; provided, however, that it shall hold at
6 least one regular meeting annually as set forth in the bylaws.

7
8 (b) Minutes. The board shall cause minutes of regular, adjourned regular and special
9 meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes
10 to be forwarded to each Property.

11
12 (c) Quorum. A majority of the Directors of the Board shall constitute a quorum for
13 the transaction of business, except that less than a quorum may adjourn from time to time. A
14 vote of the majority of those Directors present at a meeting shall be sufficient to take action by
15 the Board, except as otherwise specifically set forth in this agreement or in the bylaws.

16
17
18 (d) Compliance with the Brown Act. All meetings of the Board, including, without
19 limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and
20 conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code
21 Section 54950 et seq.
22

23 ARTICLE 12

24 EXECUTIVE COMMITTEE

25
26 The Board of Directors may establish and appoint an Executive Committee.

27
28 (a) The Executive Committee, if established, may consist of up to 25 members.
29 Officers of the Executive Committee shall be the Chairperson, Vice Chairperson, Secretary, and
30 the Treasurer of the Board of Directors.

31
32 (b) The Chairperson of the Authority, or the Vice Chairperson in his or her absence,
33 shall serve as the Chairperson of the Executive Committee.

34
35 (c) The unexcused absence of a member of the Executive Committee from two
36 consecutive meetings shall be cause for the removal of said member and appointment of a new
37 member to the Executive Committee.

38
39 (d) Vacancies on the Executive Committee shall be filled as provided in the bylaws.

40
41 (e) Alternate Directors may be members of the Executive Committee.
42

1 ARTICLE 13

2 DELEGATION OF POWERS TO THE EXECUTIVE COMMITTEE

3
4 The Board may delegate any of its powers to the Executive Committee, except those
5 powers described in Articles 10(a), 10(b) and 10 (k).
6

7 ARTICLE 14

8 MEETINGS OF THE EXECUTIVE COMMITTEE

9
10 The meetings of the Executive Committee, if established by the Board of Directors, shall
11 be held and conducted as provided in the bylaws. The Executive Committee shall make periodic
12 reports to the Board of Directors, advising the Board of its decisions and activities.
13

14 ARTICLE 15

15 JOINT PROTECTION PROGRAM COVERAGE

16
17 The coverage of the Joint Protection Program provided by the Authority shall be
18 specified in the bylaws.
19

20 ARTICLE 16

21 ACCOUNTS, RECORDS AND AUDITS

22
23 (a) Annual Budget. The Authority shall annually adopt an operating budget, pursuant
24 to Article 10 (h) of this agreement.
25

26 (b) Funds and accounts. The Treasurer of the Authority shall be the custodian of the
27 property and money of the Authority and shall establish and maintain such funds and accounts as
28 required by the Board and as required by good accounting practice. The Treasurer shall file an
29 official bond in an amount to be fixed by the Board of Directors, unless otherwise fixed by the
30 Properties. Books and records of the Authority in the hands of the Treasurer shall be open to any
31 inspection at all reasonable times by authorized representatives of Properties and as otherwise
32 required by law.
33

34 (c) Treasurer’s Report. The Treasurer shall make the reports required by law, and
35 within 120 days after the close of each fiscal year, the Treasurer shall give a complete written
36 report of all financial activities for such fiscal year to the Board and to each Property.
37

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

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

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

9 ARTICLE 17

10 ESTABLISHMENT AND ADMINISTRATION OF FUNDS

11
12 The Authority shall be responsible for the strict accountability of all funds and reports of
13 all receipts and disbursements. It will comply with all provisions of law relating to the subject,
14 particularly Section 6505 of the California Government Code. All of the funds of the Authority
15 may be invested in common and each program year shall be accounted for separately on a full
16 accrual basis.
17

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

21 ARTICLE 18

22 DEPOSIT

23
24 The Deposit for each Property shall be calculated and paid as stated in the bylaws.
25

26 ARTICLE 19

27 RETROSPECTIVE ADJUSTMENTS

28
29 Retrospective Adjustments to each year's Deposit shall be calculated and paid as stated in
30 the bylaws.
31

32 ARTICLE 20

33 NEW MEMBERS

34
35 After the effective date of the initial Joint Protection Program is established by the
36 Authority, additional Properties shall not be permitted to enter the Authority during the first year
37 of operation, except that upon the three-fourths vote of the entire Board of Directors, the Board
38 may establish a second entry date by which additional Properties may be permitted to enter the
39 Authority upon execution of this agreement, the payment of the Deposit, as provided in this
40 Article, and such other terms and conditions as the Board of Directors may deem necessary.

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

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

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

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

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

19
20 ARTICLE 21

21 WITHDRAWAL

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

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

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

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

1 ARTICLE 22

2 CANCELLATION

3
4 Notwithstanding the provisions of Article 21, the Authority shall have the right to cancel
5 any Property's participation in a Joint Protection Program upon a two-thirds vote of the entire
6 Board of Directors. Any canceled Property shall be given a ninety day notice before such
7 cancellation becomes effective, unless such cancellation is for non-payment of a Contribution,
8 then ten days written notice applies.
9

10 ARTICLE 23

11 EFFECT OF WITHDRAWAL

12
13 (a) The withdrawal of any Property from this agreement shall not terminate this
14 agreement and a Property by withdrawing shall not be entitled to payment or return of any
15 Contribution, consideration or property paid, or donated by the Property to the Authority, or to
16 any distribution of assets, except as provided in this Article and in Article 24 (c).
17

18 (b) The withdrawal or cancellation of any Property after the effective date of the Joint
19 Protection Program shall not terminate its responsibility for Contributions to any fund or
20 insurance
21 program created by the Authority until all Claims, or other unpaid liabilities, occurring or
22 accruing during the period the Property was a party to this agreement have been finally resolved
23 and a determination of the final amount of payments due by the Property or credits to the Property
24 for that period has been made by the Board of Directors. In connection with its determination, the
25 Board may exercise similar powers to those provided for in Article 24 (b) of this agreement.
26

27 ARTICLE 24

28 TERMINATION AND DISTRIBUTION

29
30 (a) This agreement may be terminated at any time during the first three (3)
31 noncancellable years by the written consent of all Properties and thereafter by the consent of
32 three-fourths of the Properties; provided, however, that this agreement and the Authority shall
33 continue to exist for the purpose of the disposition of all Claims, distribution of assets and all
34 other functions necessary to wind up the affairs of the Authority.
35

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

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

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

13 ARTICLE 25

14 PROVISION FOR BY-LAWS

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

20 ARTICLE 26

21 LIABILITY AND INDEMNIFICATION

22
23 Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the
24 Authority shall not constitute debts, liabilities or obligation of any Property. Each Property is
25 independent of every other Property and of the Authority and not the agent of any Property or of
26 the Authority. In contemplation of the provisions of Section 895.2 of the California Government
27 Code, imposing certain tort liability jointly upon public entities, solely by reason of a joint
28 powers agreement as defined in Section 895 of that code, each Property, as between each other,
29 pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby
30 assume the full liability imposed upon it, or any of its officers, agents, or employees by law for
31 injury caused by a negligent or wrongful act or omission occurring in the performance of this
32 agreement, to the same extent that such liability would be imposed in the absence of Section
33 895.2 of the California Government Code. To achieve the above-stated purpose, each Property
34 shall indemnify and hold harmless each other Property for any loss, costs, or expense that may be
35 imposed upon such other Property solely by virtue of Section 895.2. The provisions of Section
36 2778 of the California Civil Code are made a part of this agreement as if set forth fully in this
37 agreement.
38
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ARTICLE 27

NOTICES

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

ARTICLE 28

AMENDMENT

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

ARTICLE 29

PROHIBITION AGAINST ASSIGNMENT

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

ARTICLE 30

AGREEMENT COMPLETE

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

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

CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

JOINT POWERS AUTHORITY AGREEMENT

May 2011

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JOINT POWERS AUTHORITY AGREEMENT

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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.

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

2
3 Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public
4 entity separate and apart from the Parties. This public entity created by this Agreement shall be known
5 as the California Transit Systems Joint Powers Authority.
6

7 **ARTICLE III - DEFINITIONS**

- 8
9 1. "Authority" shall mean the California Transit Systems Joint Powers Authority.
10 2. "Board" or "Board of Directors" shall mean the governing board of the Authority.
11 3. "Coverage Programs" shall mean programs as defined and adopted by the Board which may, but
12 need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or
13 participation in other public entity pooling programs.
14 4. "Coverage Program Documents" shall mean the Master Program Document defining the policies
15 and procedures of the program and the Memorandum of Coverage defining the coverage
16 provided by the program.
17 5. "Contributions" shall mean payments by Members to the Authority, for other than interest,
18 penalties paid, or reimbursements for payments made on behalf of the Member, for which the
19 Authority is not liable.
20 6. "Governing Documents" shall be those documents described in Article VII, Governing
21 Documents.
22 7. "Member" or collectively "Members" shall mean a Party who is participating in a particular
23 Coverage Program.
24 8. "Party" shall mean a signatory to this Agreement.
25 9. "Officer" shall mean an officer of the Authority as defined in Article XIII.
26

27 **ARTICLE IV - PARTIES TO THIS AGREEMENT**

28
29 Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who
30 are signatories to this Agreement, and any signatories that may sign this Agreement in the future,
31 pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement
32 as respects the remaining Parties and those remaining Parties' intent to be bound by this Agreement.
33

34 **ARTICLE V - TERM OF AGREEMENT**

35
36 As authorized by Government Code Section 6510, this Agreement was effective from May 1, 1987 and
37 shall stay in full force, as is, as amended on May 1, 2012 or any other subsequent amendments, until
38 terminated in accordance with Article XX.
39
40
41
42

1 **ARTICLE VI - POWERS OF THE AUTHORITY**

2
3 The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of
4 Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all
5 acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:
6

- 7 1. Make and enter into contracts;
8 2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the
9 debt, liability or obligation of any Party except as otherwise provided;
10 3. Acquire, hold or dispose of real and personal property;
11 4. Receive contributions and donations of property, funds, services and other forms of assistance
12 from any source;
13 5. Assess Parties as deemed appropriate by the Board;
14 6. Sue and be sued in its own name;
15 7. Acquire, construct, manage and maintain buildings; and
16 8. Lease real or personal property including property of a Party, and receive, collect, invest and
17 disburse monies.
18

19 These powers shall be executed in a manner provided by appropriate law and as set forth in this
20 Agreement.
21

22 **ARTICLE VII - GOVERNING DOCUMENTS**

23
24 The Board of Directors shall adopt Bylaws consistent with this Agreement and applicable law to govern
25 the operations of the Authority. The Board of Directors may adopt Coverage Program Documents,
26 consistent with this Agreement and the Bylaws. These Coverage Program Documents define the
27 Coverage Programs, the Members rights and duties, the Authority's rights and duties, and the
28 operations of the programs. The Board may also adopt policies and procedures, consistent with this
29 Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority's
30 operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and
31 procedures adopted by the Board shall constitute the Governing Documents of the Authority.
32

33 Unless otherwise stated, a Governing Document may be amended by a majority of the Board of
34 Directors at a duly noticed regular or special Board meeting.
35

36 **ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES**

37
38 The Parties to this Agreement shall have the following responsibilities:
39

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

1 **ARTICLE IX - POWERS RESERVED UNTO THE PARTIES**

2
3 The Parties reserve unto themselves the following powers:

- 4
5 1. To amend this Agreement;
6 2. Appoint the Representatives and Alternates to the Board of Directors; and
7 3. To terminate the Authority in accordance with Article XX.
8

9 **ARTICLE X - BOARD OF DIRECTORS**

10
11 There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall
12 have all the powers of the Authority except those specifically reserved to the Parties. The Board of
13 Directors shall have the authority to create committees as deemed necessary for the operations of the
14 Authority. The Board has the power to delegate any and all of its powers, not specifically reserved
15 exclusively to the Board, to a committee or an Officer of the Authority.
16

17 The Board of Directors shall consist of one Director and one Alternate from each Party to this
18 Agreement. The Party shall appoint by official action an officer or employee of the Party to be the
19 Director and such appointment shall remain in effect until such time as the Party appoints another to be
20 the Director. The Party shall appoint by official action an officer or employee of the Party to be the
21 Alternate and such appointment shall remain in effect until such time as the Party appoints another to
22 be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the
23 Director for which he/she is an Alternate is absent from the meeting.
24

25 **ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE**

26
27 The Board may not delegate to any committee, office or person the authority to:

- 28
29 1. Adopt, amend or alter the Bylaws;
30 2. Adopt the Authority's Annual Budget;
31 3. Create a Coverage Program;
32 4. Accept a Party to this Agreement; or
33 5. Expel a Party to this Agreement.
34

35 **ARTICLE XII - BOARD MEETINGS AND RECORDS**

36
37 The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings
38 may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be
39 open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall
40 keep full and complete minutes of all Board meetings.
41
42
43
44

1 **ARTICLE XIII - OFFICERS OF THE AUTHORITY**

2
3 The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall
4 appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in
5 the Bylaws.

6
7 In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board
8 shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the
9 treasurer and auditor as described in Government Code Section 6505.5.

10
11 The Board may appoint other officers of the Authority as described in the Bylaws.
12

13 **ARTICLE XIV - ANNUAL BUDGET**

14
15 Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year
16 prior to the inception of that year.
17

18 **ARTICLE XV - ADMINISTRATION OF FUNDS**

19
20 The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and
21 disbursements in conformity with Government Code Section 6505. All funds of the Authority may be
22 held in common although there shall be a separate accounting for funds of each Coverage Program.
23

24 **ARTICLE XVI - NEW PARTIES**

25
26 Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to
27 accept a prospective Party, after reviewing their application, with at least two-thirds affirmative vote of
28 the entire Board. The membership shall become effective upon the Board's approval and the signing of
29 this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all
30 other requirements imposed upon membership by the Bylaws or other Governing Documents.
31

32 **ARTICLE XVII - WITHDRAWAL**

33
34 A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at
35 least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may
36 withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the
37 Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may
38 rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of
39 the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party's request
40 pursuant to the Bylaws at any time.
41
42
43

1 **ARTICLE XVIII - EXPULSION**

2
3 The Authority may expel a Party to this Agreement as a Party by a three-fourth vote of the entire Board.
4 The Party shall be given written notice of such action of the Board at least ninety-days prior to the
5 expulsion.
6

7 **ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL**

8
9 Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party
10 shall not be construed to be completion of the purpose of the Agreement and shall not require the
11 return of any Contributions, payments or advances made by the Party until the Agreement is rescinded
12 or terminated by all Parties in accordance with Article XX.
13

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

- 17
18 1. Cooperate fully with the Authority in the investigation and settlement of a claim;
19 2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due
20 and payable; and
21 3. Provide any statistical or loss experience data and other information as may be necessary for
22 the Authority to carry out the purpose of this Agreement.
23

24 **ARTICLE XX - TERMINATION AND DISTRIBUTION**

25
26 This Agreement may be terminated at any time with written consent of three-fourths of the Parties;
27 provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all
28 claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority.
29 The Board shall be vested with all the powers of the Authority for the purposes of winding down and
30 dissolving the business affairs of the Authority, including the power to assess past and present Parties in
31 accordance with Coverage Program Documents.
32

33 In accordance with Government Code Section 6512, all assets of the Authority shall be distributed
34 among those who were Parties within ten years of termination, in proportion to the Parties'
35 Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not
36 jeopardize the payment of any claim or liability that may arise in the future.
37

38 **ARTICLE XXI - LIABILITY AND INDEMNIFICATION**

39
40 Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall
41 not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions,
42 imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party
43 and of the Authority and not the agent of any Party or of the Authority. In contemplation of the
44 provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly

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

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

20 21 **ARTICLE XXII - NOTICES**

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

27 **ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

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

33 **ARTICLE XXIV - ARBITRATION**

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

39 **ARTICLE XXV - AMENDMENTS**

40
41 This Agreement may be amended at any time by approval of three-fourths of the Parties.
42

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