AGENDA  
(530) 661-0816

Yolo County Transportation District

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact Kathy Souza, Executive Assistant, for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should telephone or otherwise contact Kathy Souza as soon as possible and preferably at least 24 hours prior to the meeting. Kathy Souza may be reached at telephone number (530) 402-2819 or at the following address: 350 Industrial Way, Woodland, CA 95776.

It is the policy of the Board of Directors of the Yolo County Transportation District to encourage participation in the meetings of the Board of Directors. At each open meeting, members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on a table by the entrance to the meeting room. Depending on the length of the agenda and number of speakers who filled out and submitted cards, the Board Chair reserves the right to limit a public speaker’s time to no more than three (3) minutes, or less, per agenda item.

MEETING DATE:  
June 10, 2019
MEETING TIME:  6:00 P.M. Board Meeting Begins (Note: Earlier due to Board Workshop)
MEETING PLACE:  YCTD Board Room  
350 Industrial Way  
Woodland, CA  95776

<table>
<thead>
<tr>
<th>Estimated Time</th>
<th>Info/Discussion</th>
<th>Deliberation/Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 PM</td>
<td><strong>The Chairman reserves the right to limit speakers to a reasonable length of time on any agenda item, depending upon the number of people wishing to speak and the time available.</strong></td>
<td></td>
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</tbody>
</table>
| 6:00 | 1. Determination of Quorum/Pledge of Allegiance  
(Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County)  
(Nonvoting members: Caltrans, UCD) | X |
| 6:00 | 2. Consider Approval of Agenda for June 10, 2019 meeting | X |
| 6:00 | 3. Comments from public regarding matters NOT on the Agenda, but within the purview of YCTD | X |
| 6:00 | 4. Board Member Workshop on Comprehensive Operational Analysis (Facilitated by Dan Boyle & Associates, Approximately One Hour Long) | X |
### CONSENT CALENDAR

<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
<th>Sponsor/Reference</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00</td>
<td>5a. Approve YCTD Board Minutes for Meeting of May 13, 2019 <em>(Souza)</em> (pp 1-4)</td>
<td><em>(Souza)</em> (pp 1-4)</td>
<td>X</td>
</tr>
<tr>
<td>7:00</td>
<td>5b. Adopt Resolution Acknowledging Approval of Amended Joint Powers Agreement Forming the California Transit Systems Joint Powers Authority and Authorizing the Executive Director to Sign Amended Agreement <em>(Souza)</em> (pp 5-47)</td>
<td><em>(Souza)</em> (pp 5-47)</td>
<td>X</td>
</tr>
<tr>
<td>7:00</td>
<td>5c. Adopt Revised YCTD Lost and Found Policy <em>(Perez)</em> (pp 49-50)</td>
<td><em>(Perez)</em> (pp 49-50)</td>
<td>X</td>
</tr>
<tr>
<td>7:00</td>
<td>5d. Approve Repair and Maintenance of YCTD Facilities <em>(Bassett)</em> (pp 51-53)</td>
<td><em>(Bassett)</em> (pp 51-53)</td>
<td>X</td>
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</tbody>
</table>

### REGULAR CALENDAR

<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
<th>Sponsor/Reference</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00</td>
<td>6. Select Chair, Vice-Chair for the 2019-20 Fiscal Year <em>(Bassett)</em> (p 55)</td>
<td><em>(Bassett)</em> (p 55)</td>
<td>X</td>
</tr>
<tr>
<td>7:00</td>
<td>7. Board Member Reports, Announcements, Other Nominations, Presentations <em>(Oral Reports)</em></td>
<td><em>(Oral Reports)</em></td>
<td>X</td>
</tr>
<tr>
<td>7:00</td>
<td>8. Oral Update from Transdev - <em>Tim Dumandan, Transdev General Manager</em></td>
<td><em>(Tim Dumandan)</em></td>
<td>X</td>
</tr>
<tr>
<td>7:00</td>
<td>9. 7:00 p.m. Public Hearing on Proposed Elimination of Y Shuttle <em>(Jose Perez)</em> (pp 57-58)</td>
<td><em>(Jose Perez)</em> (pp 57-58)</td>
<td>X</td>
</tr>
<tr>
<td>7:00</td>
<td>10. 7:00 p.m. Public Hearing on Proposed 2019/20 Preliminary Budget <em>(Janice Bryan, Terry Bassett)</em> (pp 59-63, plus separate handout)</td>
<td><em>(Janice Bryan, Terry Bassett)</em> (pp 59-63, plus separate handout)</td>
<td>X</td>
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<tr>
<td></td>
<td>a. Presentation of Proposed 2019/20 Preliminary Budget</td>
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<td>b. Open Public Hearing and Receive Testimony</td>
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<td>c. Adopt Proposed 2019/20 Preliminary Budget as Final Budget</td>
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<td>7:30</td>
<td>11. Consider Director’s Report <em>(Terry Bassett, Jose Perez, Janice Bryan)</em> (pp 65-68)</td>
<td><em>(Terry Bassett, Jose Perez, Janice Bryan)</em> (pp 65-68)</td>
<td>X</td>
</tr>
<tr>
<td></td>
<td>a. Oral Report</td>
<td></td>
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<td></td>
<td>b. Update on Pending Bus Purchases</td>
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<td></td>
<td>c. Update on UCD Medical Center Shuttle Project</td>
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<td></td>
<td>d. Grant Applications For Bus Replacements</td>
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<td>e. Youth Fare Program</td>
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<td></td>
<td>f. Attachments</td>
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<td></td>
<td>i. Ridership Thru April 30, 2019</td>
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<tr>
<td>7:45</td>
<td>12. Adjournment</td>
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<td>X</td>
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### UNLESS CHANGED BY THE YCTD BOARD, THE NEXT MEETING OF THE YOLO COUNTY TRANSPORTATION DISTRICT BOARD OF DIRECTORS WILL BE JULY 8, 2019 AT 7:00 P.M. IN THE YCTD BOARD ROOM, 350 INDUSTRIAL WAY, WOODLAND, CA 95776.

The Board reserves the right to take action on all agendized items, including items under the Executive Director's Report, at any time during the meeting, except for timed public hearings. Items considered routine or non-controversial are placed on the Consent Calendar. Any Consent Calendar item can be separately addressed and discussed at the request of any member of the YCTD Board.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday June 7, 2019 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were FAXED or transmitted electronically to the Woodland, Davis, West Sacramento and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.

Kathy Souza, YCTD Clerk to the Board
Item 5a

YOLO COUNTY TRANSPORTATION DISTRICT
BOARD OF DIRECTORS MEETING
April 8, 2019
Yolo County Transportation District Board Room
350 Industrial Way, Woodland, CA  95776

Agenda Item 1 – Call to Order/Roll Call/Pledge of Allegiance
Chair Frerichs called the meeting to order at 7:01 pm and confirmed a quorum was present. He asked Director Anderson to lead the assembly in the pledge of allegiance. The following representatives were in attendance:

Davis – Lucas Frerichs (Primary)
West Sacramento – Chris Ledesma (Primary)
Winters – Harold Anderson (Primary)
Woodland – Enrique Fernandez (Primary)
Caltrans District 3 – Todd Rogers (Primary)
UC Davis – Matt Dulcich (Primary)
Not represented was Yolo County

Staff present were Terry Bassett, YCTD Executive Director; Jose Perez, YCTD Deputy Director Operations, Planning & Special Projects; Janice Bryan, YCTD Deputy Director Finance, Grants and Procurement; Alan Budde, YCTD Senior Planner; Chad Mikula, YCTD IT Specialist; Hope Welton, YCTD Legal Counsel; Kathy Souza, YCTD Executive Assistant.

Also present were Tim Dumandan, Charity Oakley, Dan Thao, Wendy Mouton, Griselda, Transdev, Carmen Alba, former Transdev General Manager; and Denix Anbiah, City of West Sacramento.

Agenda Item 2 – Consider Approval of Agenda for May 13, 2019 meeting
Minute Order 2019-12
Director Ledesma made the motion, seconded by Director Fernandez, to approve the agenda for the May 13, 2019 meeting. Roll call resulted in:

AYES: Anderson, Fernandez, Frerichs, Ledesma
NOES: None
ABSENT: Representative for Yolo County
ABSTAIN: None

The motion passed.

Agenda Item 3 – Comments from public regarding matters NOT on the Agenda, but within the purview of YCTD
Chair Frerichs asked for comments from the public and there were none.

Agenda Item 4 – Consent Calendar
Chair Frerichs asked if any Consent Calendar items needed to be considered separately. There being no requests he asked for a motion.
Minute Order 2019-13

Director Ledesma made the motion, seconded by Director Fernandez, to approve the items on the Consent Calendar.

4a. Approve YCTD Board Minutes for Meeting of April 8, 2019.
4b. Authorize Sole Source 3-year service support agreement with Genfare, Inc.
4c. Authorize Sole Source 5-year telephone service support agreement with TPX Communications.

Roll call resulted in:

AYES: Anderson, Fernandez, Frerichs, Ledesma
NOES: None
ABSENT: Representative for Yolo County
ABSTAIN: None

The motion passed.

Agenda Item 5 – Board Member Reports, Announcements, Other Nominations, Presentations (Oral Reports)

There were no reports or other business.

Agenda Item 6 – Oral Update from Transdev

Mr. Bassett introduced Tim Dumandan, Transdev’s new General Manager. Mr. Dumandan gave a brief description of his background in the transit industry.

Agenda Item 7 – Receive Draft Operational Plan for Knights Landing Rural Microtransit Project

Mr. Perez presented the staff report.

Director Fernandez congratulated staff on the innovative project and asked how many vehicles were expected to be dispatched at any one point in time. Mr. Perez responded that initial plans were for 2 to be scheduled during the hours of operation. He added that paratransit vehicles would be used initially until it could be determined what actual demands for service would be.

Director Fernandez asked how many individuals would use the service and how many trips were anticipated during the hours of service. He also asked if riders would have to be registered with the app. Mr. Perez responded that use would be limited to Knights Landing residents and that actual demand had yet to be determined.

Director Fernandez asked how non-registered riders be charged. Mr. Perez replied that had not yet been determined.

Director Fernandez asked how the return on investment would be tracked. Mr. Perez stated that it would be done using existing transit parameters.

Director Ledesma stated that the project was a welcome service for the rural community. He asked how the times of operation were determined. Mr. Perez stated that they were developed around hours of the activities most frequently mentioned by residents during the outreach efforts. He added that those hours could be altered as needed once the program was rolled out.

Director Ledesma asked if the app was provided by Transdev. Mr. Perez responded that the currently proposed app was that proposed in Transdev’s contract proposal.
Director Ledesma asked if funding was only available for the one-year pilot project. When that was confirmed by staff he recommended that be made clear during project promotion and then work on future funding if the project proved successful.

Director Dulcich asked how the number of passengers per ride would be maximized. Mr. Perez replied that protocol had yet to be decided and would be adjustable as needed to respond to actual demand. Mr. Bassett added that other jurisdictions with similar service would be polled.

Director Fernandez asked if there were any models for public/private partnerships for rural transit. Mr. Perez replied Livermore Amador Valley Transit Authority (LAVTA)’s GoDublin service and Marin Transit’s Marin Transit Connect.

Director Frerichs expressed his excitement about the project and asked what reporting requirements to SACOG were involved and why the app couldn’t handle electronic payment options. Mr. Perez replied that the Connect Card system could possibly be used as the paratransit vehicles were so equipped. He added that staff was exploring with Transdev whether Translink could accept e-payments.

Director Frerichs recommended that in-person outreach to promote the project should be considered. Mr. Perez responded that it was being developed with the marketing consultant.

Director Frerichs reported that SACOG was holding discussions on future funding opportunities for successful pilot projects.

**Minute Order 2019-14**

Director Fernandez made the motion, seconded by Director Ledesma, to direct staff to work with Transdev and the Knights Landing community and stakeholders to expeditiously implement the Knights Landing Rural Microtransit Pilot Project. Roll call resulted in:

**AYES:** Anderson, Fernandez, Frerichs, Ledesma

**NOES:** None

**ABSENT:** Representative for Yolo County

**ABSTAIN:** None

The motion passed.

**Agenda Item 8 – Receive Proposed YCTD Preliminary Budget for 2019/2020**

Ms. Bryan presented the staff report with input from Mr. Bassett.

Director Ledesma asked why the biggest capital expense was for the purchase of 8 new Gilligs. Ms. Bryan responded that they were needed to replace aging vehicles.

Director Ledesma asked if the West Sacramento paratransit policies differed from the rest of Yolo County. Ms. Bryan stated that all riders including West Sacramento seniors completed applications and were certified as mobility impaired, not simply given rider privileges as being over 55.

Director Ledesma asked if the use of reserves denotes a deficit. Ms. Bryan responded that the reserves were funds not spent in the previous year and available to use in the upcoming budget year. She added that the District historically had held back a 4-month reserve of service expenses for use while waiting for funding to arrive. A year ago, that was reduced to a 3-month reserve.

Mr. Bassett stated that staff had reviewed the included proposals from West Sacramento and Woodland.

Director Fernandez asked why Woodland staff had recommended a microtransit project for the affluent Springlake area. Mr. Perez replied that YCTD staff had suggested, as there is no all-day service in Springlake.

Director Fernandez responded that he was reluctant to support microtransit to Springlake but may be
receptive to trying it in less affluent neighborhoods that are underserved by transit.

Director Ledesma stated that the board needed to make data driven decisions for budget preparation and stated there was already data for low-performance routes as indicated in the West Sacramento response to the budget. He added that the board has the responsibility to balance needs of the jurisdictions versus the needs of the District.

Director Frerichs stated his appreciation of the response letter from West Sacramento. He said that Davis understood that the Comprehensive Operational Analysis (COA) was underway and should provide useful information.

Director Dulcich asked if the city managers had not yet been included in the COA and stated if they had not, then they should be invited to participate in the June workshop.

**Minute Order 2019-15**

Director Fernandez made the motion, seconded by Director Ledesma, to move forward with the COA, direct staff to inform the COA consultant of the jurisdictional requests for service changes, schedule a COA workshop with the Board on June 10th and set a June 10, 2019 Public Hearing on the Preliminary Budget.

Roll call resulted in:

- **AYES:** Anderson, Fernandez, Frerichs, Ledesma
- **NOES:** None
- **ABSENT:** Representative for Yolo County
- **ABSTAIN:** None

The motion passed.

*Director Ledesma left the meeting at 8:15 pm*

**Agenda Item 9 – Consider Director’s Report**

- g. Oral Report
- h. Update on Comprehensive Operational Analysis
- i. 2019 Cap-to-Cap Trip Update
- j. Update on Planned Bus Purchases
- k. Update on UCD Medical Center Shuttle Project
- l. Attachments
  - i. Performance and Ridership Reports Thru March 31, 2019
  - ii. Financial Reports Thru March 31, 2019
  - iii. Thank you note from the Youth Leadership Academy

**Agenda Item 10 – Adjournment**

There being no further business Chair Frerichs adjourned the meeting at 8:20 pm

Respectfully submitted:

[Signature]

Clerk to the Board
Topic: Adopt Resolution Acknowledging Approval of Amended Joint Powers Agreement Forming the California Transit Systems Joint Powers Authority and Authorizing the Executive Director to Sign Amended Agreement

RECOMMENDATION:

It is recommended that the Yolo County Transportation District’s Board of Directors pass the attached Resolution NO. 2019-08, acknowledging approval of the amended joint powers agreement forming the California Transit Systems Joint Powers Authority. It is further recommended that the Executive Director, or his designee, be authorized to sign the amended agreement.

REASON FOR RECOMMENDATION:

The Agreement is required to be adopted by the governing bodies of at least three-fourths of the members of CalTIP. Although not all members’ adoption is necessary, CalTIP believes it best to have all members adopt the amended Agreement. The amendments will bring the Agreement up to date with current laws and best practices within the risk management joint powers authorities. It will also provide flexibility to the Board of Directors to change its structure and function from time to time as needed. Staff respectfully requests the Yolo County Transportation District’s Board of Directors to pass the attached Resolution NO. 2019-08

BACKGROUND:

Yolo County Transportation District joined California Transit Systems Joint Powers Authority (CalTIP or Authority) in 1989 to obtain liability coverage, vehicle physical damage coverage and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. CalTIP has provided competitive and stable rates and needed risk management services over the years. CalTIP, as were many other self-insurance pools, was formed in 1987 during a difficult time for public entities to obtain coverage from the insurance market. Although the difficulty of obtaining insurance from the standard markets eventually waned, the coverage provided by the insurance industry usually was not tailored to the specific needs of the public entities and did not provide the tailored risk management services.

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

The revised Agreement attached was reviewed by the CalTIP Oversight Committee and the Board of Directors. The Agreement was distributed to all the members, asking for comments from each of the members. The comments were brought back to the Oversight Committee and revisions were made to the Agreement. Then the Agreement was taken to the Board of Directors, who commented further and moved to have the Agreement sent to the members’ governing bodies for adoption. To assist the Yolo County Transportation District in identifying changes in the Agreement, proposed amended Bylaws have also been included. This is because some changes anticipate the provision to be included in the Bylaws once the Agreement is amended.

**BUDGET IMPACT:**

None.
RESOLUTION OF THE BOARD OF DIRECTORS OF YOLO COUNTY TRANSPORTATION DISTRICT
APPROVING THE AMENDED JOINT POWERS AUTHORITY AGREEMENT FORMING THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

WHEREAS, on June 10, 2019 by its Resolution No. 2019-08, the Yolo County Transportation District Board of Directors approved entering into an agreement that provided for the creation of the California Transit Systems Joint Powers Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses;

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

WHEREAS, the Board of Directors of Yolo County Transportation District finds it is in the best interest of Yolo County Transportation District to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP;

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Yolo County Transportation District accepts the changes to the joint powers authority agreement as presented, and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director, or his designee, to sign the amended joint powers authority agreement that shall enable the Yolo County Transportation District to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP.

THIS RESOLUTION DULY PASSED this _______ day of_______________, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

___________________________
Lucas Frerichs, Chair
Board of Directors

ATTEST:

___________________________
Kathy Souza, Clerk
Board of Directors

Approved as to Form:

By __________________________
Hope P. Welton, District Counsel
## California Transit Systems Joint Powers Authority
### Comparison of JPA Agreements – Current versus Proposed

<table>
<thead>
<tr>
<th>Current JPA Reference</th>
<th>Changes in Proposed JPA</th>
<th>Proposed JPA Reference</th>
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<tbody>
<tr>
<td>Page 1, Lines 1 - 3</td>
<td>Changing the opening paragraph prior to recitals for clarification purposes.</td>
<td>Page 1, Lines 1 - 3</td>
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<tr>
<td>Page 1, Line 27</td>
<td>Adding language to clarify the amended Agreement will become effective as soon as three-quarters of the current Parties to the Agreement approve the Agreement.</td>
<td>Page 1, Lines 26 - 27</td>
</tr>
<tr>
<td>Page 2, Lines 81 - 83</td>
<td>Article IV – Term of Agreement: Adding language to clarify the agreement is effective as amended from time to time.</td>
<td>Page 2, Lines 85 - 87</td>
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<tr>
<td>Page 3, Line 111 - 112</td>
<td>Article VII – Governing Documents: Including language stating the amended Bylaws are attached to the document and noting they will be deemed adopted upon the effective date of the Agreement. (The Board has the authority to adopt the Bylaws; however, because some of the amendments to the Bylaws dovetail with the amendments to the Agreement, the Board adopted the amended Bylaws to become effective upon the effective date of the Agreement). The language was also changed to clarify the Board may amend the Bylaws.</td>
<td>Page 3, Lines 113 - 114</td>
</tr>
<tr>
<td>Page 3, Line 130</td>
<td>Article VIII – Responsibilities of the Parties: Clarifying one or more Alternates may be appointed to the Board, which is CalTIP’s current practice.</td>
<td>Page 3, Line 134</td>
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<td>Page 4, Lines 148 - 154</td>
<td>Article X – Board of Directors: Adding language to maintain consistency regarding appointment of “one or more Alternates” to the Board, referring to the Bylaws for specifics regarding the constitution of the Board of Directors, and removing the specifics from the Agreement.</td>
<td>Page 4, Lines 153 - 154</td>
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<tr>
<td>Page 5, Line 202 - 203</td>
<td>Article XVI – New Parties: Removing the quorum requirement from this section of the Agreement. Specifics regarding the quorum requirement are contained in the amended Bylaws. (The Bylaws require a two-thirds affirmative vote of the Board present and voting).</td>
<td>N/A</td>
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<tr>
<td>Page 6, Lines 221 - 223</td>
<td>Article XVIII – Expulsion: Removing the quorum requirement from this section of the Agreement and referencing the Bylaws. (The Bylaws require a three-fourths vote of the Board present and voting). Adding language to clarify written notice of such action will be provided to the expelled Party at least 90 days prior to the effective date of the expulsion.</td>
<td>Page 6, Lines 220 - 222</td>
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<tr>
<td>N/A</td>
<td>Article XXII – Notices: Adding language stating notices of meetings may be provided via e-mail.</td>
<td>Page 7, Lines 290 - 291</td>
</tr>
<tr>
<td>Page 7, Line 303</td>
<td>Article XXV – Amendments: Changing the approval requirement to amend the Agreement from three-fourths of the Parties to two-thirds of the Parties for future amendments.</td>
<td>Page 7, Line 310</td>
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<tr>
<td>Current JPA Reference</td>
<td>Changes in Proposed JPA</td>
<td>Proposed JPA Reference</td>
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<td>Page 2, Lines 27 - 42</td>
<td>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.</td>
<td>Page 2, Line 24</td>
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<td>Page 2, Line 44</td>
<td>The Proposed JPA eliminates the definition of “Retrospective Adjustment”. The word is not used in the document.</td>
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<td>Page 3, Lines 2 - 19</td>
<td>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.</td>
<td>Page 1, Lines 33 - 45</td>
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<td>Page 3, Lines 22 - 28</td>
<td>The “Parties to the Agreement” are essentially unchanged.</td>
<td>Page 2, Lines 27 - 32</td>
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<td>Page 3, Lines 31 - 35</td>
<td>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.</td>
<td>Page 2, Lines 34 - 38</td>
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<tr>
<td>Page 4, Lines 2 - 6</td>
<td>The “Creation of Authority” Article is essentially unchanged except as respects the name. The word “insurance” was deleted from the name.</td>
<td>Page 2, Lines 1 - 5</td>
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<tr>
<td>Page 4, Lines 9 - 34</td>
<td>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.</td>
<td>Page 3, Lines 1 - 19</td>
</tr>
<tr>
<td>Page 4, Line 37 - Page 5, Line 21</td>
<td>The “Responsibilities of the Authority” have been eliminated in the Proposed JPA. This will be left to the Bylaws and the Board to define.</td>
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<td>Page 5, Line 26 - Page 6, Line 11</td>
<td>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.</td>
<td>Page 3, Lines 36 - 44</td>
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<tr>
<td>Page 5, Line 35</td>
<td>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.</td>
<td>Page 3, Lines 36 - 44</td>
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<tr>
<td>Page 5, Line 38</td>
<td>The Proposed JPA eliminates the requirement upon the Properties to maintain records. The records requirements will be addressed in the Coverage Program Documents.</td>
<td></td>
</tr>
</tbody>
</table>

Page 2 of 5
<table>
<thead>
<tr>
<th>Current JPA Reference</th>
<th>Changes in Proposed JPA</th>
<th>Proposed JPA Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page 5, Line 42 - Page 6, Line 2</td>
<td>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.</td>
<td>Page 3, Line 42</td>
</tr>
<tr>
<td>Page 6, Line 8</td>
<td>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”.</td>
<td>Page 3, Line 40</td>
</tr>
<tr>
<td>Page 6, Line 17 - 18</td>
<td>The Board appointment and duty to govern are the same.</td>
<td>Page 4, Lines 17 - 23</td>
</tr>
<tr>
<td>Page 6, Lines 31 - 33</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Page 6, Lines 35 - 42</td>
<td>The Proposed JPA has no provisions for a director or alternate of an associate member. Reference to associate member deleted.</td>
<td></td>
</tr>
<tr>
<td>Page 7, Lines 6 - 11</td>
<td>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.</td>
<td>Page 4, Lines 12 - 14</td>
</tr>
<tr>
<td>Page 7, Line 13 - 43</td>
<td>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.</td>
<td>Page 4, Lines 11 - 15</td>
</tr>
<tr>
<td>Page 8, Line 8</td>
<td>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.</td>
<td>Page 4, Lines 37 - 40</td>
</tr>
<tr>
<td>Page 8, Lines 12 - 15</td>
<td>The Proposed JPA is silent as to what constitutes a quorum for the Board. The default of a majority is controlling.</td>
<td></td>
</tr>
<tr>
<td>Page 8, Line 24 - Page 9, Line 13</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Page 9, Lines 15 - 18</td>
<td>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.</td>
<td>Page 4, Line 31</td>
</tr>
<tr>
<td>Page 9, Lines 23 - 24</td>
<td>The Proposed JPA requires the budget to be adopted prior to the fiscal year, a little more precise than the Current JPA.</td>
<td>Page 5, Lines 15 - 16</td>
</tr>
<tr>
<td><strong>Current JPA Reference</strong></td>
<td><strong>Changes in Proposed JPA</strong></td>
<td><strong>Proposed JPA Reference</strong></td>
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<tr>
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<tr>
<td>Page 9, Lines 26 - 36</td>
<td>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.</td>
<td>Page 5, Lines 7 - 9</td>
</tr>
<tr>
<td>Page 9, Line 38 – Page 10, Line 3</td>
<td>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.</td>
<td>Page 5, Lines 7 - 9</td>
</tr>
<tr>
<td>Page 10, Lines 5 - 7</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Page 10, Line 10 - 20</td>
<td>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.</td>
<td>Page 5, Lines 20 - 22</td>
</tr>
<tr>
<td>Page 10, Lines 22 - 24</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Page 10, Lines 27 – 30</td>
<td>The Proposed JPA does not specifically discuss a Retrospective Adjustment but anticipates this will be addressed in each coverage program.</td>
<td></td>
</tr>
<tr>
<td>Page 10, Line 33 - 40</td>
<td>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.</td>
<td>Page 5, Lines 26 - 30</td>
</tr>
<tr>
<td>Page 11, Line 13 - 18</td>
<td>The Proposed JPA does not provide for a $25,000 non-refundable deposit.</td>
<td></td>
</tr>
<tr>
<td>Page 11, Line 23 - 28</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Page 11, Line 36 - 40</td>
<td>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.</td>
<td>Page 5, Lines 34 - 40</td>
</tr>
<tr>
<td>Page 12, Lines 2 - 8</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Page 12, Lines 13 - 16</td>
<td>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.</td>
<td>Page 6, Lines 9 - 12 and Lines 14 -22</td>
</tr>
<tr>
<td>Current JPA Reference</td>
<td>Changes in Proposed JPA</td>
<td>Proposed JPA Reference</td>
</tr>
<tr>
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<td>------------------------</td>
</tr>
<tr>
<td>Page 12, Lines 18 - 25</td>
<td>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.</td>
<td>Page 6, Lines 14 -23</td>
</tr>
<tr>
<td>Page 12, Line 30 - Page 13, Line 2</td>
<td>The Proposed JPA provides for the runoff and provides the Board with the same powers during Termination of the Agreement as the Current JPA.</td>
<td>Page 6, Lines 26 -31</td>
</tr>
<tr>
<td>Page 13, Line 9 - 11</td>
<td>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.</td>
<td>Page 6, Lines 33 - 36</td>
</tr>
<tr>
<td>Page 13, Lines 14 - 18</td>
<td>The Proposed JPA does not require the Board to adopt Bylaws but merely provides the Board the authority to adopt Bylaws.</td>
<td>Page 4, Line 29</td>
</tr>
<tr>
<td>Page 13, Lines 21 - 37</td>
<td>Indemnification of parties is in essence the same in both the Proposed and Current JPA’s.</td>
<td>Page 6, Lines 40 - 44 and Page 7, Lines 1 - 19</td>
</tr>
<tr>
<td>Page 14, Lines 2 - 5</td>
<td>The Notice provisions of both JPA’s are essentially the same.</td>
<td>Page 7, Lines 23 - 25</td>
</tr>
<tr>
<td>Page 14, Lines 9 - 12</td>
<td>The three-fourths approval requirement for amendments to the JPA remains in the Proposed JPA.</td>
<td>Page 7, Line 41</td>
</tr>
<tr>
<td>Page 14, Lines 15 - 19</td>
<td>Prohibition against assignment exists in both JPA’s.</td>
<td>Page 7, Lines 29 - 31</td>
</tr>
<tr>
<td>Page 14, Lines 22 - 25</td>
<td>Agreement Complete exists in both JPA’s</td>
<td>Page 8, Lines 3 - 4</td>
</tr>
</tbody>
</table>

**New Provisions in Proposed JPA:**

<table>
<thead>
<tr>
<th>Proposed JPA Reference</th>
<th>Additional Provisions Not in Current JPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page 2 Lines 11 - 13</td>
<td>Definition of Coverage Program rather than Protection Program</td>
</tr>
<tr>
<td>Page 2, Lines 20 - 21</td>
<td>Definition of Governing Documents is added.</td>
</tr>
<tr>
<td>Page 2, Lines 22 - 23</td>
<td>Definition of member is added.</td>
</tr>
<tr>
<td>Page 2, Line 25</td>
<td>Definition of Officer is added.</td>
</tr>
<tr>
<td>Page 3, Lines 24 - 31</td>
<td>Defines Governing Documents and establishes a priority of the documents.</td>
</tr>
<tr>
<td>Page 4, Lines 3 - 7</td>
<td>A section was added reserving certain powers to the parties.</td>
</tr>
<tr>
<td>Page 4, Lines 27 - 33</td>
<td>A section was added forbidding delegation of certain duties by the Board.</td>
</tr>
<tr>
<td>Page 6, Line 18</td>
<td>The proposed JPA adds a duty of a withdrawn or expelled member to cooperate in the investigation of claims.</td>
</tr>
<tr>
<td>Page 7, Lines 15 - 19</td>
<td>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&amp;O of the member.</td>
</tr>
</tbody>
</table>
JOINT POWERS AGREEMENT
CREATING
CALIFORNIA TRANSIT SYSTEMS
JOINT POWERS INSURANCE AUTHORITY

ORIGINAL EXECUTION COUNTERPART
JOINT POWERS AGREEMENT
CALIFORNIA TRANSIT SYSTEMS
JOINT POWERS INSURANCE AUTHORITY

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

RECITALS

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

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

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

(d) “Claim” shall mean a demand made against a Property which is within the Authority’s Joint Protection Program as developed by the Board of Directors.
(e) “Contribution” shall mean the sum of a Property’s Deposit and additional
assessments determined by the Cost Allocation Plan for a fiscal year.

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

(g) “Deposit” shall mean the amount determined by the Board annually, as necessary
to fund the Joint Protection Program of the Authority.

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

(i) “Executive Committee” shall mean the Executive Committee of the Board of
Directors of the Authority.

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

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

(l) “Non-participating Property” shall mean, in regards to a specific Joint Protection
Program, a Property which is not participating in that Joint Protection Program.

(m) “Property” or “Properties” shall mean those public agencies organized and
existing under the laws of California and empowered by law to provide public transportation
service, including but not limited to transportation districts, cities, counties, and other local or
regional governmental entities, which have executed this agreement. Public transportation
service includes but is not limited to transportation services of all kinds, including service for the
elderly and handicapped. The Authority may establish Associate Members, by separate
agreement with the Authority, upon approval of the Board of Directors, provided that any
prospective Associate Member shall not affect the financing capabilities or other powers of the
Authority. An Associate Member which executes such agreement with the Authority shall be
deemed to be included within the term Property except as otherwise provided in this agreement.

An Associate Member shall not be considered a party to this agreement within the meaning of
the provisions of California Government Code Section 6500 and following. An Associate
Member shall have all of the responsibilities and obligations of a Property as provided in this
agreement. The Properties hereby agree that the Long Beach Public Transportation Company
and the San Diego Transit Corporation may become Associate Members by executing this
agreement.

(n) “Retrospective Adjustment” shall mean the amount, determined by the Cost
Allocation Plan adopted by the Board of Directors, as a Property’s share of losses, expenses, and
Contribution to a catastrophe fund or other reserve.
ARTICLE 2

PURPOSES

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

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

ARTICLE 3

PARTIES TO AGREEMENT

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

ARTICLE 4

TERM OF AGREEMENT

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

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ORIGINAL EXECUTION COUNTERPART
ARTICLE 5

CREATION OF AUTHORITY

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

ARTICLE 6

POWERS OF AUTHORITY

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

(a) To make and enter into contracts;

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

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

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

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

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

ARTICLE 7

RESPONSIBILITIES OF THE AUTHORITY

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

ORIGINAL EXECUTION COUNTERPART
(a) Provide Joint Protection Programs by negotiation or bid, and purchase, as determined necessary by the Board of Directors.

(b) Assist each Property's designated risk manager with the implementation of risk management functions relating to risks within the Property covered by the Joint Protection Program.

(c) Provide claims adjusting and subrogation services for Claims covered by the Joint Protection Program.

(d) Provide loss analysis and control services by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

(e) Conduct risk management audits to review the participation of each Property in the Joint Protection Program as deemed necessary by the Board of Directors.

(f) Such other responsibilities as deemed necessary by the Board of Directors.

(g) Issue Procedures Manual.

ARTICLE 8

RESPONSIBILITIES OF PROPERTIES

Properties shall have the following responsibilities:

(a) The governing body of each Property shall appoint a Director and at least one alternate Director to the Board of Directors, pursuant to Article 9 of this agreement.

(b) Each Property shall appoint an employee of the Property to be responsible for the risk management function within that Property and to serve as a liaison between the Property and the Authority as to risk management.

(c) Each Property shall maintain an active safety officer or safety committee, or both, and shall consider all recommendations of the Authority concerning unsafe practices.

(d) Each Property shall maintain a set of records, including a loss log, in all categories of risk covered by the Joint Protection Program, to insure the accuracy of the Authority’s loss reporting system, until no longer deemed necessary by the Board of Directors.

(e) Each Property shall pay its Contribution, including any Retrospective Adjustment, within thirty (30) days of the invoice date. After withdrawal or termination, each Property shall pay promptly to the Authority its share of any additional Contribution, when and if required of it by the Board of Directors under Article 23 or 24 of this agreement.

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

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

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

ARTICLE 9

BOARD OF DIRECTORS

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

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

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

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

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

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ORIGINAL EXECUTION COUNTERPART
ARTICLE 10

POWERS OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

ORIGINAL EXECUTION COUNTERPART
ARTICLE 11

MEETING OF THE BOARD OF DIRECTORS

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

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

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

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

ARTICLE 12

EXECUTIVE COMMITTEE

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

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

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

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

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

(e) Alternate Directors may be members of the Executive Committee.
ARTICLE 13

DELEGATION OF POWERS TO THE EXECUTIVE COMMITTEE

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

ARTICLE 14

MEETINGS OF THE EXECUTIVE COMMITTEE

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

ARTICLE 15

JOINT PROTECTION PROGRAM COVERAGE

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

ARTICLE 16

ACCOUNTS, RECORDS AND AUDITS

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

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

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

(d) Financial Audit. The Board shall cause an annual financial audit to be made with respect to all receipts, disbursements, or other transactions by a Certified Public Accountant. A report of such financial audit shall be filed as a public record with each of the Properties. Such
report shall be filed no later than required by law. All costs of such financial audit shall be paid
by the Authority and shall be charged against the Properties in the same manner as all other
administrative costs.

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

ARTICLE 17

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

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

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

ARTICLE 18

DEPOSIT

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

ARTICLE 19

RETROSPECTIVE ADJUSTMENTS

Retrospective Adjustments to each year’s Deposit shall be calculated and paid as stated in
the bylaws.

ARTICLE 20

NEW MEMBERS

After the effective date of the initial Joint Protection Program is established by the
Authority, additional Properties shall not be permitted to enter the Authority during the first year
of operation, except that upon the three-fourths vote of the entire Board of Directors, the Board
may establish a second entry date by which additional Properties may be permitted to enter the
Authority upon execution of this agreement, the payment of the Deposit, as provided in this
Article, and such other terms and conditions as the Board of Directors may deem necessary.
Following the first year of operation, the Authority shall allow entry into the Joint Protection Program of new Properties approved by the Board, at such times as approved by the Board. Properties entering under this Article will be required to pay their share of organizational expenses as determined by the Board, including expenses necessary to analyze their loss data and determine their Deposits.

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

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

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

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

ARTICLE 21

WITHDRAWAL

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

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

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

(d) After the initial three-year noncancellable commitment to the Joint Protection Program, a Property may withdraw only at the end of any fiscal year, provided it has given the Authority a six-month written notice of its intent to withdraw from this agreement and the Joint Protection Program and a ninety (90) day final notice of intent of withdrawal from the Joint Protection Program of this agreement.
ARTICLE 22

CANCELLATION

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

ARTICLE 23

EFFECT OF WITHDRAWAL

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

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

ARTICLE 24

TERMINATION AND DISTRIBUTION

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

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

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

ARTICLE 25

PROVISION FOR BY-LAWS

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

ARTICLE 26

LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligation of any Property. Each Property is independent of every other Property and of the Authority and not the agent of any Property or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Property, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Property shall indemnify and hold harmless each other Property for any loss, costs, or expense that may be imposed upon such other Property solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this agreement as if set forth fully in this agreement.
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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This Agreement is executed in the State of California by and among those public entities which are parties signatory to this Agreement. All parties signatory to this Agreement shall hereinafter be called “Party” [collectively “Parties”].

RECAPITALS

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

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

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

ARTICLE I - PURPOSE

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

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

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

ARTICLE III - DEFINITIONS

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

ARTICLE IV - PARTIES TO THIS AGREEMENT

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

ARTICLE V - TERM OF AGREEMENT

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

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

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

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

ARTICLE VII - GOVERNING DOCUMENTS

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

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

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

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

The Parties reserve unto themselves the following powers:

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

ARTICLE X - BOARD OF DIRECTORS

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

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

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

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

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

ARTICLE XII - BOARD MEETINGS AND RECORDS

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

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

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

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

ARTICLE XIV - ANNUAL BUDGET

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

ARTICLE XV - ADMINISTRATION OF FUNDS

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

ARTICLE XVI - NEW PARTIES

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

ARTICLE XVII - WITHDRAWAL

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

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

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

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

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

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

ARTICLE XX - TERMINATION AND DISTRIBUTION

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

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

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

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

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

ARTICLE XXII - NOTICES

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

ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT

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

ARTICLE XXIV - ARBITRATION

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

ARTICLE XXV - AMENDMENTS

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

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

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

Date: ____________________________  By: ____________________________

Printed Name of Authorized Signor

______________________________  Signature of Authorized Signor

______________________________  Title of Authorized Signor

______________________________  Name of Agency
CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

BYLAWS

Rev. April 2011

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BYLAWS

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

ARTICLE I - DEFINITIONS

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

A. "Master Program Document" is a document issued by the Authority specifying the rights and obligations of the Authority and the Members in the Coverage Program as well as the procedures and operations of the program.

B. "Memorandum of Coverage" is the document issued by the Authority to the Members in a Coverage Program, specifying the type, term, and amount of coverage provided by the Authority.

ARTICLE II - OFFICES

The principal executive office for the transaction of business of the Authority is hereby fixed and located at the address shown in Appendix A. Notwithstanding Article 15, the Board shall have the authority to change the location of the principal executive office from time to time by a simple majority vote of the Board of Directors present at a duly authorized meeting and with 30 days prior notice of such change. A revised Appendix A will be distributed to all then current Parties to the Agreement. Other business offices may at any time be established by the Board at any place or places.

ARTICLE III - BOARD OF DIRECTORS

A. GOVERNING BOARD

In accordance with Article X of the Agreement, the Board of Directors shall be the governing body of the Authority. Each Party’s governing board shall appoint, by resolution, an officer or employee of the Party to be the Director and the Alternate to the Board of Directors of the Authority. Such appointment shall not take effect until such resolution is received by the Authority at its executive office as defined in Article 2 above, and the appointees have complied with the Authority’s Conflict of Interest Policy. Voting members of the Board of Directors shall be the Directors, or in the case of their absence, their Alternate. Alternates shall have all the same rights to hold office or sit on Committees as a Director.

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

1. By a three-fourths vote of the entire Board of Directors:
   a. Expel an existing member from the Authority.
2. By a two-thirds vote of the entire Board of Directors:
   a. Amend these Bylaws pursuant to Article XVII of these Bylaws;
   b. Create or terminate any self-insurance, group purchase insurance program, or
      Coverage Program;
   c. Accept a new Party to this Agreement; or
   d. Remove an Officer of the Authority or committee member.

3. By a simple majority of the Directors in attendance and voting at a regular or special meeting:
   a. Adopt an operating budget for each of the Authority's fiscal years;
   b. Authorize a payment of a dividend, or charge a surcharge under a retrospective
      adjustment;
   c. Change the location of the Principal Executive Office; or
   d. Authorize a cash assessment.

B. MEETINGS

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

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

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

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

All meetings may be postponed or cancelled by the Chairperson with at least 24 hours prior notice.
ARTICLE IV - ELECTION AND DUTIES OF THE OFFICERS

A. ELECTION OF OFFICERS

The Officers of the Board of Directors shall be elected in the following manner:

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

B. DUTIES OF THE OFFICERS

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

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

The duties of the Treasurer shall be those specified in the Agreement, duties imposed on the Treasurer and Controller/Auditor as defined in Section 6505.5 and 6506 of the California Government Code and other duties as required by law or as specified by the Board. The Authority, at its own expense, shall maintain a bond covering the Treasurer and any other person having contact with funds of the Authority shall file an official bond in the amount of $250,000.

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

ARTICLE V - OVERSIGHT COMMITTEE

There shall be an Oversight Committee consisting of nine members from the Board of Directors. The Board of Directors shall elect each member to a term of two years concurrent with the fiscal year of the Authority. The elected members will begin serving terms upon the beginning of the fiscal year immediately following the election. The terms as elected members will end on the last day of a fiscal year. The terms of office shall be two years, commencing during the even numbered years. There is no maximum number of terms a member can serve.
The Board Chairperson shall be the Chair of the Oversight Committee. The Board Vice Chairperson shall be the Vice Chair of the Oversight Committee.

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

**ARTICLE VI - ADDITIONAL COMMITTEES**

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

**A. MEMBER SERVICES COMMITTEE**

The Member Services Committee shall consist of nine members, eight of which are to be elected by the Oversight Committee, and the ninth member being the Board Vice Chairperson, who shall have all the same rights as the other eight members. The term of office shall be two-year terms, with four positions incepting on fiscal years starting on even numbered years and four positions incepting on fiscal years starting on odd numbered years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Member Services Committee shall elect its Chairperson and Vice Chairperson annually. In the absence of the Chairperson, the Vice Chairperson shall assume the role of Chairperson. If the Chairperson has resigned, the Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.

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

**B. FINANCE AND ADMINISTRATION COMMITTEE**

The Finance and Administration Committee shall consist of nine members, eight of which are to be elected by the Oversight Committee, and the ninth member being the Treasurer, who shall have all the same rights as the other eight members. The term of office shall be two-year terms, with four positions incepting on fiscal years starting on even numbered years and four positions incepting on fiscal years starting on odd numbered years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Finance and Administration Committee shall elect its Chairperson and Vice Chairperson. In the absence of the Chairperson, the Vice Chairperson shall assume the role of Chairperson. If the Chairperson has resigned, the Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.
The Finance and Administration Committee shall review current financial conditions of the Authority and provide direction in the development of the budget for the coming fiscal year, review the allocation of revenues in the budget and make recommendations for change to the Board of Directors, and recommend to the Board the appropriate reserves for contingencies.

C. OTHER COMMITTEES

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

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

ARTICLE VII - FISCAL

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

ARTICLE VIII - BUDGET

An annual budget shall be presented to the Board no later than 30 days prior to the beginning of the fiscal year. A budget shall be adopted prior to the inception of the fiscal year. The Budget shall separately show the following:

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

ARTICLE IX - RECEIPT AND DISBURSEMENT OF FUNDS

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

All checks disbursing funds of the Authority (for other than the payment of claims) for amounts less than or equal to $5,000 may be signed by the Treasurer, alone. All checks for amounts in excess of $5,000 shall require the signatures of the Treasurer and Chairperson, Vice Chairperson, or other Director or designee as approved by the Board. A register of all checks issued since the last Board meeting shall be provided at the subsequent Board meeting and approved by the Board.

ARTICLE X - PARTY'S RESPONSIBILITIES

The Authority is a participatory organization with the goal of reducing exposures to losses. To facilitate this goal, each Party agrees to perform the following functions in discharging its responsibilities:
1. Abide by all the rules and obligations imposed upon the Party by the Agreement, these Bylaws, any Administrative Policies and Procedures adopted, any Master Program Documents and Memoranda of Coverage for any and all Coverage Programs to which the Member participates;
2. Appoint a Director and Alternate to the Board;
3. Participate in the Liability Coverage Program;
4. Remit Contributions and other amounts due within 30 days of the date of invoice;
5. Cooperate fully with the Authority in reporting, and in determining the cause of claims and in the settlement of such claims; and
6. Upon withdrawal from the Authority, the Party shall remain responsible for any losses and any other costs which it has incurred while a Member of a Coverage Program and a Party to the Agreement.

ARTICLE XI - COVERAGE PROGRAMS

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

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

ARTICLE XII - PENALTY FOR MONEY IN ARREARS

The penalty for Contributions not paid to the Authority within 30 days after the date of the invoice shall be the prime interest rate plus two points on the amount of Contributions owed. The prime rate used for penalty calculation will be the prime rate in effect 30 days after the invoice date at the commercial bank which holds funds of the Authority.

On appeal to the Oversight Committee, the Committee may waive the late payment charges if the Party shows a hardship and presents a plan for repayment if not already paid.

ARTICLE XIII - RIGHT OF OFFSET

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

ARTICLE XIV - NEW PARTIES TO THE AGREEMENT

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

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

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

ARTICLE XVI - AMENDMENTS

These Bylaws may be amended by a two-thirds vote of the entire Board provided that any amendment is compatible with the purposes of the Authority, is not in conflict with the Agreement and has been submitted to the Board at least 30 days in advance. Any such amendment shall be effective immediately, unless otherwise designated.
APPENDIX A - PRINCIPAL EXECUTIVE OFFICE

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

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA  95833
RECOMMENDATION:

It is recommended that the Yolo County Transportation District’s Board of Directors adopt the attached Lost and Found Policy and Procedures, to go into effect June 11, 2019.

REASON FOR RECOMMENDATION:

The current Lost and Found Policy in effect is unclear as to the amount of time which property must remain in possession of the District. The revised policy clarifies the procedures for logging, storing, and returning items left onboard buses or turned in to YCTD and Transdev staff. The updated policy is expected to improve YCTD facility and operations efficiencies.

BACKGROUND:

Transdev has recently reported a larger than usual number of large lost and found items (bicycles) and asked YCTD staff for clarification on how to handle items which have been on property for a long period of time.

YCTD staff completed peer research on established Lost and Found policies and procedures. The research identified that effective policies clearly establish the following:

- Identifying/logging all items found on buses or turned in.
- Notifying law enforcement immediately of any dangerous/illegal materials.
- Attempting to contact owners if contact information is readily available.
- Establishing a reasonable timeframe for storing items before disposal.
- Establishing a procedure for disposing of items or removing them from

The revised YCTD Lost and Found Policy reflects these peer practices and also establishes a policy and procedure for submitting found items not claimed within the window to be donated to a rotating list of local organizations which could make use of the items (e.g., Goodwill, Salvation Army, etc.). Items which are not accepted by such organizations or which are determined by staff to be of no value will be disposed of.

BUDGET IMPACT:

None.
Lost and Found Policy and Procedures

The Lost and Found Policy and Procedures are intended to ensure that items reported lost or found in a Yolobus vehicle, are properly accounted for and, in the case of items found, returned to their rightful owner or disposed of by Yolobus. “Lost property” means any unattended, abandoned, misplaced, or forgotten item including but not limited to: bicycles, glasses, jewelry, phones, books, keys, documents, or personal identification papers (driver’s license, credit cards, etc.) which are found inside a Yolobus vehicle. Clothing items left on Yolobus are immediately discarded to avoid health or safety concerns. Yolobus assumes no responsibility for reuniting lost items with their owners, but will make reasonable efforts to do so.

Lost & Found Procedures

If a passenger loses a non-clothing item they must wait until the driver finishes their route and Customer Service physically obtains the item for it to be verified in order for the customer to pick up the item. For any items found on a Yolobus vehicle, the following procedure will be followed:

- The Operator will turn in any items found in their vehicle at the end of their shift.
- Items will be tagged and logged with information about how/when it was found.
- For items containing proper identification; Yolobus will attempt to contact the individual via letter, or phone call.
- Perishable items will be immediately discarded.
- Clothing items will be immediately discarded.
- The police department will be called immediately upon discovery of any weapons or illegal substance, found on any Yolobus Vehicle.
- Electronics held longer than thirty (30) days will be recycled.

All Other Items – All other items (including bicycles) will be held for thirty (30) days and then depending on the type of item, will either be discarded, recycled, or donated to a local charity at Yolobus’ discretion.

RETRIEVAL OF ITEMS

Any individual making a request for a lost item must present photo identification and a description of the item before it will be returned. If the individual can describe it or unlock/open it (i.e. phone, tablet), the item will be returned once it is signed out from the log book.

Effective: 06/11/2019
RECOMMENDATION:

It is recommended that the Yolo County Transportation District’s Board of Directors approve the repair of YCTD corporation yard and authorize related expenditures of up to $84,000 (estimated maximum of $70,000 with up to a twenty-percent [$14,000] contingency amount) to ensure continued state of good repair and efficient Yolobus operations.

REASON FOR RECOMMENDATION:

The primary YCTD fleet corporation yard is in need of permanent repairs to the asphalt located north of the existing wash bays. Repairs would consist of removing and replacing 5,185 sq. ft. of damaged asphalt, and cleaning, filling, and sealing the new asphalt. Delay in addressing the current damage to the asphalt will result in increased damage to YCTD facilities which could result in reduced operating effectiveness and significantly higher repair costs in the near future.

BACKGROUND:

The asphalt around the wash bays has been damaged through years of seasonal weather extremes, and from regular continued wettings from recently cleaned service vehicles. Transdev solicited and received three (3) quotes for repairing the damaged areas. Pricing was also provided for repairing the damaged sections without sealant which could reduce to total cost of repairs. If repair expenditures are approved by the Board, staff will coordinate with Transdev to select a preferred firm and strategy to complete the repairs.

BUDGET IMPACT:

Repairs are quoted at a range of $28,269 to $69,897. Staff is recommending an additional twenty-percent (up to $14,000) for contingency purposes for a total not to exceed $84,000. The repair costs are covered under the current FY 2018/19 Facility Improvements capital expenses budget.
## PAVING QUOTES - Transdev Pricing

1. **Remove and replace 5185 sqf of asphalt**

<table>
<thead>
<tr>
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<th>PRICE</th>
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<tr>
<td>BIG S</td>
<td>$25,425.18</td>
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<td>ADVANCE ASPHALT</td>
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2. **Crack clean and fill bus lot**

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<th></th>
<th>PRICE</th>
<th>Total Estimated Costs (1+2)</th>
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<tr>
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<td>$28,269.13</td>
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<tr>
<td>ADVANCE ASPHALT</td>
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<td>ACTION ASPHALT</td>
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<td>$35,695.00</td>
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3. **Crack clean and fill and seal coat bus lot**

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<th>PRICE</th>
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<tr>
<td>ADVANCE ASPHALT</td>
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<td>ACTION ASPHALT</td>
<td>$19,765.00</td>
<td>$68,132.25</td>
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RECOMMENDATION:

It is recommended that the Yolo County Transportation District Board of Directors select its Chair and Vice-Chair for FY 2019-20.

REASON FOR RECOMMENDATION:

The Chair and Vice Chair positions are selected by the Directors at the beginning of each fiscal year.

BACKGROUND:

Each July, the YCTD Board appoints a Chair and Vice-Chair. Historically these positions have rotated amongst the jurisdictions. Based on the current rotation schedule, the West Sacramento representative would be the next Chair, while the Winters representative would be the Vice-Chair. Making these appointments in June will allow a continuity of communication for staff.

The Board has tried to rotate the positions to ensure that each jurisdiction has an opportunity to have a Chair and Vice-Chair on the Board on a regular basis. The following includes the staff recommendation, plus a list of position holders over the past 10 years.

<table>
<thead>
<tr>
<th>Term</th>
<th>Chair</th>
<th>Vice-Chair</th>
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<tbody>
<tr>
<td>July 2009 – June 2010</td>
<td>Christopher Cabaldon (West)</td>
<td>Harold Anderson (Winters)</td>
</tr>
<tr>
<td>July 2010 – June 2011</td>
<td>Harold Anderson (Winters)</td>
<td>Mike McGowan (Yolo County)</td>
</tr>
<tr>
<td>July 2011 – June 2012</td>
<td>Mike McGowan (Yolo County)</td>
<td>Art Pimentel (Woodland)</td>
</tr>
<tr>
<td>July 2012 – June 2013</td>
<td>William Marble (Woodland)</td>
<td>Lucas Frerichs (Davis)</td>
</tr>
<tr>
<td>July 2013 – June 2014</td>
<td>Lucas Frerichs (Davis)</td>
<td>Oscar Villegas/Chris Ledesma (West Sac)</td>
</tr>
<tr>
<td>July 2014 – June 2015</td>
<td>Chris Ledesma (West Sac)</td>
<td>Harold Anderson (Winters)</td>
</tr>
<tr>
<td>July 2015 – June 2016</td>
<td>Harold Anderson (Winters)</td>
<td>Don Saylor (Yolo County)</td>
</tr>
<tr>
<td>July 2016 – June 2017</td>
<td>Don Saylor (Yolo County)</td>
<td>Xochitl Rodriguez (Woodland)</td>
</tr>
<tr>
<td>July 2017 – June 2018</td>
<td>Xochitl Rodriguez (Woodland)</td>
<td>Lucas Frerichs (Davis)</td>
</tr>
<tr>
<td>July 2018 – June 2019</td>
<td>Lucas Frerichs (Davis)</td>
<td>Chris Ledesma (West Sac)</td>
</tr>
<tr>
<td>Due Up: July 2019 – June 2020</td>
<td>Chris Ledesma (West Sac)</td>
<td>Harold Anderson (Winters)</td>
</tr>
</tbody>
</table>

BUDGET IMPACT:

None
**PUBLIC HEARING ON PROPOSED ELIMINATION OF Y SHUTTLE**

**Agenda Item #:** 9

**Agenda Type:** Deliberation/Action

**Attachments:** Yes

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**Prepared By:** Jose Perez

**Meeting Date:** June 10, 2019

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**RECOMMENDATION:**

It is recommended that the YCTD Board:

1. Review the following staff report regarding the proposed elimination of the Y Shuttle; and

2. Conduct a public hearing regarding the proposed elimination; and

3. After taking into consideration the staff report and public hearing comments, adopt the proposed changes, as described below, or as modified by the Board, effective on or after Monday, July 1, 2019.

**REASON FOR RECOMMENDATION:**

The proposed modifications are to eliminate the current Y Shuttle Special Event service due to low ridership and effectiveness, and to utilize reclaimed resources towards improving Yolobus services through minor modifications. The annual ridership onboard the Y Shuttle in FY 2016/17 was 2,993, averaging 35.7 rides per event. In FY 2017/18 (the first complete year of service) was 1,307, averaging approximately 15.4 riders per event, and 362 (to date) riders in FY 2018/19 averaging 3.7 rides per event. Elimination of the Y Shuttle will not significantly impact YCTD ridership or farebox recovery, and will reduce strain on routine operations during major events which are frequently scheduled with a week or less notice.

**BACKGROUND:**

The Y Shuttle was developed in coordination with the City of Sacramento, the Golden1 Center, and Sacramento Regional Transit. In part designed to help alleviate anticipated increases in traffic due to major event at the new Golden1 Center, the Y Shuttle was partially funded through SACOG discretionary funding. The funding awarded was originally to support up to two years of Y shuttle service, however due to fewer events served than anticipated, operating funds were able to support the Y shuttle beyond the original service horizon.

Prior to opening, the Golden1 Center and the City of Sacramento developed a Traffic Management Plan (TMP) which strategically closed and controlled key streets and intersections in Downtown Sacramento during major (over 10,000 in attendance) events. This TMP originally required Y Shuttle buses to detour away from the arena, and customers had to walk quite a few blocks to their destination. Further, buses were delayed waiting for customers to walk back to the pick-up locations at event end. Subsequently Y Shuttle buses were given permission to travel through TMP closures to serve stops closer to the arena.

Y Shuttle service was designed to provide key links for Davis, Woodland, and West Sacramento residents to/from major events at the new arena. Intercity Y Shuttle service was promoted in local newspapers and online/social media, discounted fares were provided, and coupons were distributed. In addition comments from customers and operators were solicited and considered routinely. Further, YCTD recruited additional resources to support the service.
staff to address the specific needs of launching the ambitious service. In October 2016, the Y Shuttle launched utilizing multiple buses and routes from Woodland and Davis to downtown Sacramento. Yolobus service from West Sacramento across the Tower Bridge to Downtown Sacramento stops was made free for all customers, and local West Sacramento routes were extended until end of event times.

In October of 2017, intercity Y shuttle service was streamlined to a single route and fewer dedicated buses to improve efficiency in meeting actual demand. Service in West Sacramento remained the same. Promotion of the service was further supported by fare reductions in December of 2018, and additional presence in social media and online.

The implementation of a TMP, sufficient parking capacity in the core Downtown Sacramento area, and the variable nature of the service all factored into making the Y Shuttle less convenient than originally planned, resulting in declining ridership.

**BUDGET IMPACT:**

The elimination of the Y Shuttle would result in a reduction of operating expenses of approximately $70,000 annually. The expenses would be “credited back” to YCTD jurisdictions proportionally based on their original contributions to the Y Shuttle expenses. As YCTD was not awarded additional grant funding to continue Y Shuttle operations, the service was not budgeted for FY 2019/20.

Y Shuttle Expenses (net of fares):

FY 2016/17: $114,592
FY 2017/18: $65,987
FY 2018/19 (YTD): $53,685
Total: $234,264
BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA  95776 --- (530) 661-0816

**RECOMMENDATION:**

The proposed 2019/20 Fixed Route and Paratransit preliminary budgets for Yolo County Transportation District are being introduced at this time. The following are recommendations:

a. Receive the Presentation of the Proposed Preliminary Budget  
b. Open the 7:00 pm Public Hearing and Receive Testimony  
c. Adopt the Proposed 2019/20 Preliminary Budget as the Final Budget

**REASON FOR RECOMMENDATION:**

This is part of the annual budget process mandated by the YCTD bylaws.

**BACKGROUND:**

A color copy of the proposed preliminary budget for the 2019/20 fiscal year was sent via email to all Board members, Public Works Directors and City Managers on April 30th. A digital copy is also attached to this packet and hard copies will be available at the June 10, 2019 YCTD Board meeting.

A budget presentation was given to the YCTD board at its regular meeting of Monday, May 13, 2019 and the board set Monday, June 10, 2019 as the public hearing date on the proposed preliminary budget.

Yolo County Transportation District’s bylaws state that “the Board shall adopt at least a preliminary budget by June 30th which shall serve as the tentative District’s budget pending adoption of a final budget. A final budget shall be adopted no later than August 30th of each year.”

The proposed preliminary budget was presented to members of YCTD’s Technical Advisory Committee on Monday, May 6th. While not all jurisdictions were in attendance at the TAC, most had individual conversations or submitted other inquiries to YCTD staff. The preliminary budget was also briefly discussed at the Citizens Advisory Committee meeting of June 3, 2019.

- **County of Yolo:** In early May, the Yolo County Administrator called Terry Bassett and discussed some of the highlights of the preliminary budget.
- **City of Davis:** Observations and questions made and submitted by the Davis City Manager on May 3, 2019 via email. YCTD submitted responses the same day. Some questions from staff from the Davis Public Works Department were also raised and answered.
- **City of West Sacramento:** Various comments were received by the West Sacramento Public Works Director via email from May 3, 2019 through May 9, 2019. Additionally, a letter from the West Sacramento City Manager was received on May 9, 2019 and has already been presented to your Board. On May 31st, Terry Bassett, Jose Perez and Janice Bryan had a conference call with West Sacramento YCTD board member Chris Ledesma, Public Works Director Denix An比亚ah and Associate Transportation Planner Sarah Strand. The parties agreed to meet
monthly to discuss information and updates developed from YCTD’s COA (Comprehensive Operational Analysis) process, as well as to ensure coordination with the West Sacramento Mobility Action Plan (MAP), to the extent possible.

**City of Woodland:** On May 9, 2019, Terry Bassett, Jose Perez and Janice Bryan met with Woodland’s Assistant City Manager and City Engineer. They expressed an interest in cutting under-productive express trips and potentially using those savings to fund trial microtransit service in parts of Woodland.

**City of Winters:** On June 4, 2019, Terry Bassett spoke with Winters City Manager John Donlevy. While he had no questions on the budget, Mr. Donlevy expressed an interest in having YCTD consider microtransit service in Winters, which the COA can potentially address.

A) Receive the Presentation of the Proposed 2019/20 Preliminary Budget

Staff will present a summary of the proposed preliminary budget at the June 10th Board meeting.

The proposed preliminary budget includes the existing fixed route and paratransit service, with the following changes:

- Addition of two (2) fixed route Daily Round Trips between Woodland, Madison, Esparto, Capay and Brooks, 365(6) days a year
- Elimination of the Y Shuttle for large events at or near the Golden One Arena (SACOG did not approve the requested federal funds
- Purchase of additional capital items, including 8 CNG buses, 3 smaller paratransit vehicles, a van, shop equipment and various bus related parts, accessories and tools,
- The preliminary budget **DOES NOT** include the UC Med Center/UCD Main campus shuttle
- For Paratransit, the budget initiates the microtransit demonstration project between Knights Landing and Woodland

The overall budget for Fixed Route and Paratransit operating, planning, and capital projects is up (28.02%).

The proposed Operating and Planning Expenses are up 1.11% (+$178,136) from the prior year. The increase is due primarily to previously agreed contract rate changes with Transdev, as well as decreases in some expenses.

The proposed Capital Expenses increased by 181.55% ($5,106,025) primarily due to the purchase of 8 new low floor CNG fixed route buses, 3 cutaway paratransit buses, and parts and accessories for six new low floor electric buses in 2019/20.
Note that the operating and planning budget depends on the use of unrestricted reserves to a significant extent; namely, $1,676,677 for Fixed Route operating and planning and $400,000 for Paratransit operating. Anticipated savings in the current year budget, along with the expectation of a large receivable from a prior year coming in, is what will increase reserves and enable the District to expend $2,076,677 to subsidize operations. This will buy the District sufficient time to complete the Comprehensive Operational Analysis that is currently under way and incorporate any Board approved service and financial changes into the budget for following 2020/21 year.

Table B (page 10) of the budget narrative summarizes the net effect by jurisdiction of the proposed Preliminary Budget on the Local Transportation Fund, as well State Transit Assistance Fund. The good news is that LTF projections are up 20.6% countywide, while STA projections have increased by 39.9%. YCTD is requesting an LTF/STA increase of 5.3%, driven largely by a lower fare projection, the reduction in some federal funding and an annual escalator agreed to by YCTD and Transdev.

B) Open 7:00 pm Public Hearing and Receive Testimony

It is recommended that after receiving the staff presentation, the YCTD Board Open the Public Hearing and Receive Testimony Regarding the proposed 2019/20 Preliminary Budget.

C) Adopt Proposed 2019/20 Preliminary Budget as Final Budget

At the conclusion of the 7:00 p.m. public hearing for the proposed preliminary budget, it is proposed that the YCTD Board of Directors, after receiving and taking into consideration public testimony, adopt the proposed preliminary budget, as may be amended by the Board, as the final budget. (In previous years, the Board has adopted the preliminary budget as the final budget.)

Your Board is reminded that the budget will need amendments during the year. This may be necessary for the following reasons:

1. The schedule, route, and costs associated with the UCD Main Campus/UCD Medical Center shuttle have not been finalized and will need to be amended into the budget during the year.
2. Recommended schedule, route and cost changes as the result of the pending Comprehensive Operational Analysis may result in budget amendments.

**BUDGET IMPACT:**

<table>
<thead>
<tr>
<th>Operating/Other</th>
<th>Capital</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core Fixed Route</td>
<td>$13,501,315</td>
<td>$7,531,429</td>
</tr>
<tr>
<td>Paratransit</td>
<td>$2,026,573</td>
<td>$387,000</td>
</tr>
</tbody>
</table>

**OTHER ACTIVITIES:**

- Comprehensive Operational Analysis: $180,000
- Y-Shuttle: $-
- County Pass-Thru to Unitrans: $26,000
- Public CNG Costs Related to Outside Sales: $488,174

**Total 2019/2020 Budget:**

<table>
<thead>
<tr>
<th>Operating/Other</th>
<th>Capital</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,222,063</td>
<td>$7,918,429</td>
<td>$24,140,492</td>
</tr>
</tbody>
</table>

**Total 2018/2019 Budget:**

<table>
<thead>
<tr>
<th>Operating/Other</th>
<th>Capital</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,043,927</td>
<td>$2,812,404</td>
<td>$18,856,331</td>
</tr>
</tbody>
</table>

**Change:**

<table>
<thead>
<tr>
<th>Operating/Other</th>
<th>Capital</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$178,136</td>
<td>$5,106,025</td>
<td>$5,284,161</td>
</tr>
</tbody>
</table>

**Percent Change:**

<table>
<thead>
<tr>
<th>Operating/Other</th>
<th>Capital</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.11%</td>
<td>181.55%</td>
<td>28.02%</td>
</tr>
</tbody>
</table>
Please refer to the provided proposed preliminary 2019/20 budget for fixed route and paratransit services. (Note that a correction was made to the attached Table D-1 to accurately reflect paratransit revenue amounts by jurisdiction for the prior 2018/19 fiscal year.)
### Table D-1

**Proposed Preliminary 2019/20 Paratransit Budget**

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Approved 2018/19</th>
<th>Requested 2019/20</th>
<th>Change 2019/20</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel</td>
<td>$174,292</td>
<td>$215,307</td>
<td>$41,015</td>
<td>23.53%</td>
</tr>
<tr>
<td>Insurance-Public Liability</td>
<td>$151,371</td>
<td>$131,726</td>
<td>($19,645)</td>
<td>-12.98%</td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>$1,559,560</td>
<td>$1,658,539</td>
<td>$98,979</td>
<td>6.35%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$105,286</td>
<td>-</td>
<td>($105,286)</td>
<td>N/A</td>
</tr>
<tr>
<td>Contingencies</td>
<td>$20,000</td>
<td>$21,001</td>
<td>$1,001</td>
<td>5.00%</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$2,010,509</td>
<td>$2,026,573</td>
<td>$16,064</td>
<td>0.80%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Description</th>
<th>Approved 2018/19</th>
<th>Requested 2019/20</th>
<th>Change 2019/20</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTF – Davis</td>
<td>$349,981</td>
<td>$317,138</td>
<td>($32,843)</td>
<td>-9.38%</td>
</tr>
<tr>
<td>LTF – West Sacramento</td>
<td>$213,403</td>
<td>$192,112</td>
<td>($21,291)</td>
<td>-9.98%</td>
</tr>
<tr>
<td>LTF – Woodland</td>
<td>$444,945</td>
<td>$457,411</td>
<td>$12,466</td>
<td>2.80%</td>
</tr>
<tr>
<td>LTF – County</td>
<td>$56,686</td>
<td>$18,725</td>
<td>($37,961)</td>
<td>-68.09%</td>
</tr>
<tr>
<td><strong>Total Operating LTF</strong></td>
<td>$1,067,015</td>
<td>$985,386</td>
<td>($81,629)</td>
<td>-7.65%</td>
</tr>
<tr>
<td>Non-Transportation Revenues (Interest)</td>
<td>$5,000</td>
<td>$5,000</td>
<td>0</td>
<td>0.00%</td>
</tr>
<tr>
<td>FTA 5307</td>
<td>$222,369</td>
<td>$425,455</td>
<td>$203,086</td>
<td>91.33%</td>
</tr>
<tr>
<td>FTA 5310 (used to be New Freedom)</td>
<td>$84,229</td>
<td>$0</td>
<td>($84,229)</td>
<td>-100.00%</td>
</tr>
<tr>
<td>Passenger Fares</td>
<td>$64,234</td>
<td>$60,307</td>
<td>($3,927)</td>
<td>-6.11%</td>
</tr>
<tr>
<td>Special Transit Fares</td>
<td>$64,635</td>
<td>$57,545</td>
<td>($7,090)</td>
<td>-10.97%</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
<td>$0</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>Mitigation Revenue</td>
<td>$28,834</td>
<td>$92,880</td>
<td>$64,046</td>
<td>222.12%</td>
</tr>
<tr>
<td>Unrestricted Reserves</td>
<td>$474,193</td>
<td>$400,000</td>
<td>($74,193)</td>
<td>-15.65%</td>
</tr>
<tr>
<td><strong>Other Operating Revenue</strong></td>
<td>$943,494</td>
<td>$1,041,187</td>
<td>$97,693</td>
<td>10.35%</td>
</tr>
<tr>
<td><strong>Total Operating Revenue</strong></td>
<td>$2,010,509</td>
<td>$2,026,573</td>
<td>$16,064</td>
<td>0.80%</td>
</tr>
</tbody>
</table>
RECOMMENDATION:

The following are Board updates regarding various YCTD matters. Specific recommended actions from staff are highlighted with an asterisk. Your Board also reserves the right to take action on all items below, except for oral report items.

BACKGROUND:

a. Oral Report

b. Update on Pending Bus Purchases

Progress on new bus procurements continues according to schedule. YCTD recently requested and confirmed an upgrade to the eight (8) CNG Gillig buses to provide each seat location with dual-port USB charging capabilities. Moving forward the District will incorporate similar charging systems on its buses and vehicles as appropriate. The Gillig buses are expected to be delivered by the end of the calendar year, and the three (3) paratransit buses may be purchased and delivered as early as summer 2019.

Staff completed a pre-production meeting with Proterra on May 22, 2019, and confirmed the production and desired specifications remain on schedule. Six (6) Proterra Zero-Emission Buses are anticipated for delivery by the end of the calendar year as well.

c. Update on UCD Medical Center Shuttle Project

YCTD staff recently coordinated and completed a testing of a Proterra Zero-Emission Battery-Electric Bus (BEB). The bus was tested from May 28 through the 31st, and various route paths and scenarios were driven. Initial test results are positive, resulting in greater than anticipated efficiencies, and significant operating data/timings. Additional data from Proterra has been provided (see attached summaries), and a joint meeting of project partners is scheduled for June 11, 2019. Further discussions detailing preferred operating scenarios and logistics will be conducted throughout the summer and a final draft operations plan may be completed by fall 2019.

d. Grant Applications For Bus Replacements

Staff completed and successfully submitted an application to the Federal Transit Administration (FTA) 5339 Low-No Program seeking $1,299,280 for the purchase of zero-emission buses in 2022. The application submitted was developed after receiving debriefings from FTA staff, participation in application development webinars, and discussions with program staff. The District aims to leverage local match funding (LCTOP), and aid in covering the cost difference between zero-emission buses and current CNG-
fueled buses. Award of 5339 grant funding would reduce reliance on other District capital funding sources needed to ensure continued operations.

YCTD staff is finalizing an application package for the 2019 SACOG Funding Round seeking to complete the partial funding of the District’s 2108 project for replacement vehicles. The current round allows for previously partially-funded projects from the 2018 round to apply for an available $54 Million regionally. There is no hard “cap” to the amount requested under this program, however previously partially-funded projects are limited to the amount not previously awarded in the 2018 round.

YCTD originally applied for a total of $7,824,000 to fund a total of thirteen (13) fixed-route buses and two (2) paratransit vehicles. Partial funding of $3,150,000 in 2018 Regional Program funds, and an additional $1,752,791 in regional tier II funds. The awarded funds have allowed the District to proceed with procurement of the two paratransit vehicles and eight (8) of the needed 13 buses. Staff will be seeking the project balance of $2,921,209 in the 2019 SACOG Funding Round to secure the remaining five (5) buses.

e. **Youth Fare Program**

Sacramento Regional Transit (SacRT) is considering an initiative that would allow all grade TK-12 students who either go to school within the City limits of Sacramento or reside within the City limits but attend a school outside the City’s boundaries, as well as students who are homeless or in foster care to ride SacRT’s services for free with a School ID and special sticker. The initiative will be largely funded by the City of Sacramento and is expected to be revenue neutral. SacRT estimates a 108% gain in ridership if the program is approved.

YCTD staff are researching the possibility of implementing a similar program throughout the Yolobus service area. Staff are looking into possible funding sources for a Free Youth Fare program. Early projections estimate the cost of such a subsidy for YCTD to be $17,000.00 annually. Ridership increases for the student/youth ridership are conservatively estimated at 25% or 4,795 annually.

f. **Attachments**

i. Ridership Through April 30, 2019
<table>
<thead>
<tr>
<th></th>
<th>Jul</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-19</td>
<td>106,747</td>
<td>112,113</td>
<td>100,044</td>
<td>112,007</td>
<td>95,508</td>
<td>88,329</td>
<td>96,304</td>
<td>94,922</td>
<td>96,304</td>
<td>94,922</td>
<td>99,048</td>
<td>97,076</td>
<td>1,002,098</td>
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<tr>
<td>17-18</td>
<td>99,376</td>
<td>114,812</td>
<td>110,499</td>
<td>119,086</td>
<td>106,124</td>
<td>97,626</td>
<td>102,959</td>
<td>103,530</td>
<td>103,530</td>
<td>103,530</td>
<td>103,444</td>
<td>104,390</td>
<td>1,264,787</td>
</tr>
<tr>
<td>16-17</td>
<td>112,902</td>
<td>128,174</td>
<td>124,845</td>
<td>121,920</td>
<td>115,050</td>
<td>102,071</td>
<td>103,980</td>
<td>107,734</td>
<td>114,667</td>
<td>103,117</td>
<td>1,353,749</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

-5.8% YTD

Yolobus Fixed Route Ridership Trends
Yolobus Special Paratransit (ADA) Ridership Trends

<table>
<thead>
<tr>
<th></th>
<th>Jul</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
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<tbody>
<tr>
<td>18-19</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>19,959</td>
</tr>
<tr>
<td>17-18</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td>24,806</td>
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<tr>
<td>16-17</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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<td>27,066</td>
</tr>
</tbody>
</table>

-2.3% YTD