

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**  
**1362 Rutan Court, Suite 100**  
**Livermore, CA 94551**

**FINANCE and ADMINISTRATION COMMITTEE MEETING / COMMITTEE OF THE**  
**WHOLE**

**COMMITTEE MEMBERS**

**JERRY PENTIN – CHAIR**  
**BOB COOMBER**

**MELISSA HERNANDEZ – VICE CHAIR**

**DATE:** Tuesday, June 25, 2019  
**PLACE:** LAVTA Offices, Room 110  
1362 Rutan Court, Suite 100, Livermore  
**TIME:** 4:00 p.m.

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**AGENDA**

- 1. Call to Order and Pledge of Allegiance**
- 2. Roll Call of Members**
- 3. Meeting Open to Public**
  - Members of the audience may address the Committee on any matter within the general subject matter jurisdiction of the LAVTA Board of Directors.
  - Members of the audience may address the Committee on items on the Agenda at the time the Chair calls for the particular Agenda item.
  - Public comments should not exceed three (3) minutes.
  - Agendas are published 72 hours prior to the meeting.
  - No action may be taken on matters raised that are not on the Agenda.

**4. Minutes of the May 28, 2019 Meeting of the F&A Committee**

**Recommendation:** Approval

**5. Treasurer's Report for May 2019**

**Recommendation:** Staff requests that the Finance and Administration Committee forward the May 2019 Treasurer's Report to the Board for Approval.

**6. Resolution Authorizing Investment of Livermore Amador Valley Transit Authority (LAVTA) Monies in the State of California Local Agency Investment Fund (LAIF)**

**Recommendation:** That the Finance and Administration Committee recommend that the Board of Directors adopt the attached Resolution 17-2019 reauthorizing investment of LAVTA monies in LAIF.

**7. Resolution in Support of Application for FY 19-20 Funding through the State Transit Assistance State of Good Repair Program**

**Recommendation:** Staff recommends the Committee refer Resolution 18-2019 to the Board of Directors in support of an allocation request to MTC and Caltrans for the State Transit Assistance State of Good Repair (SGR) Program.

**8. New Joint Powers Agreement for CalTIP**

**Recommendation:** Passage of the attached Resolution No. 19-2019 acknowledging the Livermore Amador Valley Transit Authority approval of the amended Joint Powers Agreement forming the California Transit Systems Joint Powers Authority and authorizing the Executive Director to sign the amended Agreement.

**9. Preview of Upcoming F&A Committee Agenda Items**

**10. Matters Initiated by Committee Members**

**11. Next Meeting Date is Scheduled for: July 23, 2019**

**12. Adjourn**

Please refrain from wearing scented products (perfume, cologne, after-shave, etc.) to these meetings, as there may be people in attendance susceptible to environmental illnesses.

In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.

*I hereby certify that this agenda was posted 72 hours in advance of the noted meeting.*

<u>/s/ Jennifer Suda</u>	<u>6/20/19</u>
<u>LAVTA Administrative Services Department</u>	<u>Date</u>

*On request, the Livermore Amador Valley Transit Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. A written request, including name of the person, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service should be sent at least seven (7) days before the meeting. Requests should be sent to:*

*Executive Director  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
Fax: 925.443.1375  
Email : [frontdesk@lavta.org](mailto:frontdesk@lavta.org)*

## **AGENDA**

### **ITEM 4**

**MINUTES OF THE MAY 28, 2019**  
**LAVTA FINANCE AND ADMINISTRATION COMMITTEE MEETING**

**1. Call to Order and Pledge of Allegiance**

Committee Chair Jerry Pentin called the meeting to order at 3:04pm.

**2. Roll Call of Members**

**Members Present**

Bob Coomber, City of Livermore

Jerry Pentin, City of Pleasanton

Melissa Hernandez, City of Dublin (arrived at 3:07pm)

**3. Meeting Open to Public**

Robert S. Allen

Robert Allen requested LAVTA to get the Airway BART Park-and-Ride extended. It would be about \$3 million to expand to 500 spaces. Robert Allen also stated that LAVTA or Valley Link should get local ownership, so LAVTA can have an interim bus between the Airway Park-and-Ride and BART.

**4. Minutes of the February 26, 2019 and April 23, 2019 Meeting of the F&A Committee**

Approved: Coomber/Pentin

Aye: Pentin, Coomber

No: None

Abstain: None

Absent: Hernandez

After the Minutes of the February 26, 2019 and April 23, 2019 Meeting of the F&A Committee, Agenda Item 7 was moved up on the agenda for the convenience of the group in managing the balance of the meeting.

**7. 2019 Audit of LAVTA's Financial Statements**

[Melissa Hernandez, from City of Dublin, arrived during the 2019 Audit of LAVTA's Financial Statements.]

Staff introduced Mr. David Alvey of Maze and Associates, accountancy firm, who spoke to the Committee meeting about the requirement based on the Statement of Auditing Standards (SAS) No. 99 requirement and SAS No 114 which requires the auditor to communicate with those charged with governance. This included an overview of the planned scope and timing of the audit; representations Maze and Associates is requesting from LAVTA management; additional guidance on the forms and timing of communication and an evaluation of the adequacy of the two-way communication. Discussion included how the samples are chosen for testing. Mr. Alvey also inquired the Committee regarding any potential for and occurrences of fraud.

This is an information item for review and discussion.

## **5. Treasurer's Report for April 2019**

The Finance and Administration Committee recommended forwarding the April 2019 Treasurer's Report to the Board for Approval.

Approved: Coomber/Hernandez  
Aye: Pentin, Coomber, Hernandez  
No: None  
Abstain: None  
Absent: None

After the Treasurer's Report for April 2019, Agenda Item 8 was moved up on the agenda for the convenience of the group in managing the balance of the meeting.

## **8. Approval of Resolutions Authorizing Staff to Apply for TDA, STA, and RM2 funds for Fiscal Year 2019-2020.**

The Finance and Administration Committee forwarded a recommendation to the Board of Directors to submit the attached resolutions authorizing the filing of a claim with MTC for Allocation of TDA Article 4.0, 4.5, STA, and RM2 Funds for Fiscal Year 2019-2020. Resolutions 13-2019 and 14-2019.

Approved: Coomber/Pentin  
Aye: Pentin, Coomber, Hernandez  
No: None  
Abstain: None  
Absent: None

## **6. LAVTA's Operating & Capital Budget for FY 2020**

Staff presented to the Finance and Administration Committee the Operating and Capital Budget for FY 2020. Staff stated that last year's budget included funds for the Rail Authority and now that the Rail Authority has its own budget and funding it is no longer part of LAVTA's budget. The total operating budget increased 6.09% from FY 2019. The fixed route budget is an increase of 8.2% based on our contract and Paratransit decreased, since we are expecting less trips in FY 2020. FY 2020 Fuel budget increased \$0.10 to \$2.80, because this line item does not include taxes. The Hub Study and Short Range Transit Plan also increased the budget for FY 2020, but there is anticipated grant funds to cover these.

The item was discussed by the Finance and Administration Committee and staff.

The Finance and Administration Committee forwards the Operating and Capital Budget for FY 2020 to the Board of Directors for approval.

Approved: Hernandez/Coomber  
Aye: Pentin, Coomber, Hernandez  
No: None  
Abstain: None  
Absent: None

## **9. LAVTA Annual Salary Band Review**

The Finance and Administration recommended forwarding the attached Resolution 15-2019 adjusting the rates of salary bands for LAVTA employees, to the Board for approval.

Approved: Hernandez/Coomber

Aye: Pentin, Coomber, Hernandez

No: None

Abstain: None

Absent: None

## **10. Organizational Structure**

Executive Director Michael Tree provided the Organizational Structure to the Finance and Administration Committee. For the first 18 months LAVTA was required by AB 758 to provide the administration for the Tri-Valley – San Joaquin Valley Regional Rail Authority. After the 10-month period a decision can be made by the Rail Authority to either continue with LAVTA; have ACE provide the administrative oversight and support; or, the Rail Authority could hire their own employees. Executive Director Michael Tree provided a briefing on the project and the organizational chart proposal.

The item was discussed by the Finance and Administration Committee and staff. Chair Jerry Pentin stated that the Organizational Chart looks like it would work, but he is concerned about the impact this would have on LAVTA and LAVTA's mission.

This was informational only.

## **11. Preview of Upcoming F&A Committee Agenda Items**

## **12. Matters Initiated by Committee Members**

None.

## **13. Next Meeting Date is Scheduled for: June 25, 2019**

## **14. Adjourn**

Meeting adjourned at 3:59pm

## **AGENDA**

### **ITEM 5**

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for May 2019

FROM: Tamara Edwards, Director of Finance

DATE: June 25, 2019

**Action Requested**

Review and forward the LAVTA Treasurer's Report for May 2019 to the Board of Directors for approval.

**Discussion**

***Cash accounts:***

Our petty cash account (101) has a balance of \$200, and our ticket sales change account (102) continues with a balance of \$240 (these two accounts should not change).

***General checking account activity (105):***

Beginning balance May 1, 2019	\$5,359,946.89
Payments made	\$2,349,188.62
Deposits made	\$980,799.52
Ending balance May 31, 2019	\$3,991,557.79

***Farebox account activity (106):***

Beginning balance May 1, 2019	\$93,812.96
Deposits made	\$56,620.41
Ending balance May 31, 2019	\$150,433.37

***LAIF investment account activity (135):***

Beginning balance May 1, 2019	\$5,782,080.84
Ending balance May 31, 2019	\$5,782,080.84

***Operating Expenditures Summary:***

As this is the eleventh month of the fiscal year, in order to stay on target for the budget this year expenses (at least the ones that occur on a monthly basis) should not be higher than 91.7%. The agency is at 85.23% overall.



***Operating Revenues Summary:***

While expenses are at 85.23%, revenues are at 83.2%, however, LAVTA has a healthy cash balance.

**Recommendation**

Staff requests that the Finance and Administration Committee forward the May 2019 Treasurer's Report to the Board for Approval.

Attachments:

1. May 2019 Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
BALANCE SHEET  
FOR THE PERIOD ENDING:  
May 31, 2019**

**ASSETS:**

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	3,991,558	
106 CASH - FIXED ROUTE ACCOUNT	150,433	
107 Clipper Cash	1,860,917	
120 ACCOUNTS RECEIVABLE	748,804	
135 INVESTMENTS - LAIF	5,782,081	
150 PREPAID EXPENSES	153,903	
160 OPEB ASSET	536,342	
165 DEFFERED OUTFLOW-Pension Related	636,065	
170 INVESTMENTS HELD AT CALTIP	0	
111 NET PROPERTY COSTS	69,223,989	
<b>TOTAL ASSETS</b>		<b>83,084,532</b>

**LIABILITIES:**

205 ACCOUNTS PAYABLE	537,849	
211 PRE-PAID REVENUE	1,869,887	
21101 Clipper to be distributed	1,357,445	
22000 FEDERAL INCOME TAXES PAYABLE	34	
22010 STATE INCOME TAX	(10)	
22020 FICA MEDICARE	(57)	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	(330)	
22030 SDI TAXES PAYABLE	0	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	3,922	
22090 WORKERS' COMPENSATION PAYABLE	3,996	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
23101 Net Pension Liability	1,075,263	
23104 Deferred Inflow- Pension Related	60,124	
23103 INSURANCE CLAIMS PAYABLE	104,539	
23102 UNEMPLOYMENT RESERVE	8,300	
<b>TOTAL LIABILITIES</b>		<b>5,020,963</b>

**FUND BALANCE:**

301 FUND RESERVE	(4,812,531)	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	81,875,448	
30401 SALE OF BUSES & EQUIPMENT	565	
FUND BALANCE	1,000,087	
<b>TOTAL FUND BALANCE</b>		<b>78,063,569</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>		<b>83,084,532</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**  
**REVENUE REPORT**  
**FOR THE PERIOD ENDING:**  
**May 31, 2019**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,411,344	70,416	1,175,200	236,144	83.3%
4020000	Business Park Revenues	208,249	19,505	190,237	18,012	91.4%
4020500	Special Contract Fares	529,223	0	335,895	193,328	63.5%
4020500	Special Contract Fares - Paratransit	54,000	0	38,146	15,854	70.6%
4010200	Paratransit Passenger Fares	203,000	21,625	141,343	61,657	69.6%
4060100	Concessions	54,110	1,662	14,954	39,156	27.6%
4060300	Advertising Revenue	95,000	0	95,000	-	100.0%
4070400	Miscellaneous Revenue-Interest	7,000	0	70,003	(63,003)	1000.0%
4070300	Non transportation revenue	56,400	26,157	103,907	(47,507)	184.2%
4090100	Local Transportation revenue	333,000	0	64,596	268,404	19.4%
4099100	TDA Article 4.0 - Fixed Route	10,481,586	0	9,107,101	1,374,485	86.9%
4099500	TDA Article 4.0-BART	101,489	7,902	92,938	8,551	91.6%
4099200	TDA Article 4.5 - Paratransit	141,539	11,610	112,934	28,605	79.8%
4099600	Bridge Toll- RM2, RM1	778,436	0	350,666	427,770	45.0%
4110100	STA Funds-Paratransit	88,104	0	23,812	64,292	27.0%
4110500	STA Funds- Fixed Route BART	593,690	0	593,690	-	100.0%
4110100	STA Funds-pop	1,077,176	0	1,324,260	(247,084)	122.9%
4110100	STA Funds- rev	250,382	0	250,382	-	100.0%
4110100	STA Funds- Lifeline	205,118	0	723,608	(518,490)	352.8%
4110100	STA Funds- SJ county	100,000	0	0	100,000	0.0%
4110100	Caltrans rail planning grant	750,000	0	0	750,000	0.0%
4130000	FTA Section 5307 Preventative Maint.	444,777	451,647	451,647	(6,870)	100.0%
4130000	FTA Section 5307 ADA Paratransit	348,687	0	0	348,687	0.0%
4130000	FTA TPI	-	11,713	11,713	(11,713)	100.0%
4130000	FTA JARC and NF	-	0	0	-	#DIV/0!
4130000	FTA 5310	33,000	0	0	33,000	0.0%
4640500	Measure B Gap	17,932	2,383	8,687	9,245	100.0%
4640500	Measure B Express Bus	-	0	0	-	100.0%
4640100	Measure B Paratransit Funds-Fixed Route	976,564	77,792	814,489	162,075	83.4%
4640100	Measure B Paratransit Funds-Paratransit	181,949	14,494	151,752	30,197	83.4%
4640200	Measure BB Paratransit Funds-Fixed Route	722,304	57,066	600,643	121,661	83.2%
4640200	Measure BB Paratransit Funds-Paratransit	329,937	26,067	274,364	329,937	83.2%
<b>TOTAL REVENUE</b>		<b>20,573,996</b>	<b>800,039</b>	<b>17,121,969</b>	<b>3,726,392</b>	<b>83.2%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
OPERATING EXPENDITURES  
FOR THE PERIOD ENDING:  
May 31, 2019**

		<b>BUDGET</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>BALANCE AVAILABLE</b>	<b>PERCENT BUDGET EXPENDED</b>
501 02	Salaries and Wages	\$1,643,512	\$126,486	\$1,404,947	\$238,565	85.48%
502 00	Personnel Benefits	\$947,690	\$12,386	\$801,284	\$146,406	84.55%
503 00	Professional Services	\$1,606,046	\$853,589	\$1,996,440	(\$390,394)	124.31%
503 05	Non-Vehicle Maintenance	\$667,183	\$48,002	\$574,331	\$79,930	86.08%
503 99	Communications	\$9,500	\$181	\$3,159	\$6,341	33.25%
504 01	Fuel and Lubricants	\$1,338,900	\$103,669	\$792,649	\$546,251	59.20%
504 03	Non contracted vehicle maintenance	\$7,300	\$0	\$0	\$7,300	0.00%
504 99	Office/Operating Supplies	\$48,135	\$1,502	\$37,236	\$10,899	77.36%
504 99	Printing	\$60,000	\$2,645	\$25,457	\$34,543	42.43%
505 00	Utilities	\$323,914	\$19,704	\$260,270	\$63,644	80.35%
506 00	Insurance	\$689,689	\$982	\$530,677	\$159,012	76.94%
507 99	Taxes and Fees	\$302,000	\$9,697	\$84,865	\$217,135	28.10%
508 01	Purchased Transportation Fixed Route	\$10,199,209	\$877,191	\$9,322,869	\$903,925	91.41%
2-508 02	Purchased Transportation Paratransit	\$2,024,000	\$136,786	\$1,454,484	\$569,516	71.86%
508 03	Purchased Transportation WOD	\$75,000	\$0	\$46,593	\$28,407	62.12%
509 00	Miscellaneous	\$476,518	\$10,232	\$77,684	\$387,078	16.30%
509 02	Professional Development	\$57,400	\$1,688	\$35,572	\$21,828	61.97%
509 08	Advertising	\$75,000	\$5,000	\$67,922	\$7,078	90.56%
<b>TOTAL</b>		<b>\$20,550,996</b>	<b>\$2,209,740</b>	<b>\$17,516,438</b>	<b>\$3,037,463</b>	<b>85.23%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**  
**CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)**  
**FOR THE PERIOD ENDING:**  
**May 31, 2019**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>REVENUE DETAILS</b>						
4090594	TDA (office and facility equip)	100,000	0	0	100,000	0.00%
4090194	TDA Shop repairs and replacement	85,000	0	0	85,000	0.00%
4091794	Bus stop improvements	464,415	0	0	464,415	0.00%
	TDA Bus cameras	230,000	0	0	230,000	0.00%
4090994	TDA IT Upgrades and Replacements	35,000	0	0	35,000	0.00%
4090794	TDA Transit Center Improvements	-	0	0	0	#DIV/0!
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092094	TDA (Major component rehab)	350,000	0	0	350,000	0.00%
4091294	TDA Doolan Tower Upgrade	10,000	0	0	10,000	0.00%
	TDA TSP	66,000	0	0	66,000	0.00%
4092194	TDA Rebranding bus wrap	100,000	0	0	100,000	0.00%
4091594	TDA Farebox upgrade	101,758	0	0	101,758	0.00%
4090394	TDA Non revenue vehicle replacement	200,000	0	0	200,000	0.00%
4092396	Bridge Tolls Bus Replacement	-	0	0	0	#DIV/0!
4091701	CTC CIP Shelters	1,414,000	0	104,704	1,309,296	7.40%
409xx01	TVTC TSP	1,140,000	0	0	1,140,000	0.00%
409xx01	SGR shelters and stops	55,640	0	18,491	37,149	33.23%
4111700	PTMISEA Shelters and Stops	80,585	0	0	80,585	0.00%
4111700	SGR Shelters and Stops	80,585	0	29,952	50,633	37.17%
41124	Prob 1B Security upgrades	44,259	0	0	44,259	0.00%
41114	Prop 1B Wifi	36,696	0	0	36,696	0.00%
41107	PTMISEA Transit Center Improvements	127,520	0	0	127,520	0.00%
41105	PTMISEA Office improvements	195,000	0	0	195,000	0.00%
	TSP	200,000	(297,112)	0	200,000	0.00%
41315	FTA Farebox upgrade	398,242	0	0	398,242	0.00%
	FTA Hybrid battery packs	800,000	0	0	800,000	0.00%
41304	FTA BRT	364,491	364,491	364,491	0	100.00%
41303	FTA non revenue vehicle upgrade	367,200	0	0	367,200	0.00%
	FTA Transit Center	440,000	0			0.00%
<b>TOTAL REVENUE</b>		<b>7,586,391</b>	<b>67,379</b>	<b>517,638</b>	<b>6,628,753</b>	<b>6.82%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**  
**CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)**  
**FOR THE PERIOD ENDING:**  
**May 31, 2019**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>EXPENDITURE DETAILS</b>						
<b>CAPITAL PROGRAM - COST CENTER 07</b>						
5550107	Shop Repairs and replacement	85,000	0	900	84,100	1.06%
5550207	New MOA Facility (Satelite Facility)	-	0	0	0	#DIV/0!
5550307	Non revenue vehicle replacement	567,200	0	315,025	252,175	55.54%
5550407	BRT	-	0	583,127	(583,127)	#DIV/0!
5550507	Office and Facility Equipment	295,000	6,031	45,499	249,501	15.42%
5550607	511 Integration	-	0	125,000	(125,000)	#DIV/0!
	TSP upgrade	1,406,000	0	30,897	1,375,103	2.20%
	Bus camera replacement	230,000	0	0	230,000	0.00%
5550907	IT Upgrades and replacement	35,000	0	21,216	13,784	60.62%
5551007	Transit Center Upgrades and Improvements	567,520	0	5,411	562,109	0.95%
5551207	Doolan Tower upgrade	10,000	0	0	10,000	0.00%
5551407	Wifi	36,696	0	0	36,696	0.00%
5551507	Farebox upgrade	500,000	0	13,925	486,075	2.79%
5551707	Bus Shelters and Stops	2,014,640	10,000	24,664	1,989,976	1.22%
5552007	Major component rehab	1,150,000	0	59,206	1,090,794	5.15%
5552107	Rebranding bus wrap	100,000	0	0	100,000	0.00%
5552307	Bus replacement	-	0	177,722	(177,722)	#DIV/0!
5552407	Security upgrades	44,259	0	25,201	19,058	56.94%
555??07	Transit Capital	100,000	0	0	100,000	0.00%
<b>TOTAL CAPITAL EXPENDITURES</b>		<b>7,141,315</b>	<b>16,031</b>	<b>1,427,793</b>	<b>5,713,522</b>	<b>19.99%</b>
<b>FUND BALANCE (CAPITAL)</b>		<b>445076.00</b>	<b>51,348</b>	<b>(910,156)</b>		
<b>FUND BALANCE (CAPTIAL &amp; OPERATING)</b>		<b>445,076.00</b>	<b>(1,358,051)</b>	<b>(1,316,836)</b>		

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
June 11, 2019

LIVERMORE/AMADOR VALLEY TRANSIT  
AUTHORITY  
GENERAL MANAGER  
1362 RUTAN COURT, SUITE 100  
LIVERMORE, CA 94550

PMIA Average Monthly Yields

Account Number:  
80-01-002

Tran Type Definitions

May 2019 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	5,795,854.83
Total Withdrawal:	0.00	Ending Balance:	5,795,854.83

REPORT.: Jun 17 19 Monday  
 RUN....: Jun 17 19 Time: 17:27  
 Run By.: Daniel Zepeda

LAVTA  
 Month End Cash Disbursements Report  
 Prior Period Report for 05-19 BANK ACCOUNT 105

PAGE: 001  
 ID #: PY-CD  
 CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-19	H9366	05/03/19	TAX07 (ASMA SYEDA)		181.71	.00	181.71	TAX07, PARATAXI REIMBURSE
	H9367	05/10/19	EFT01 (ELECTRONIC FUND TRNFERS)		7,349.33	.00	7,349.33	EFT01, FEDERAL TAX 4/20-5
	H9368	05/10/19	EMP01 (EMPLOYMENT DEVEL DEPT)		2,652.29	.00	2,652.29	EMP01, STATE TAX 4/20-5/3
	H9369	05/10/19	PER01 (PERS )		4,036.48	.00	4,036.48	PER01, PERS NEW CONTRIBUT
	H9370	05/10/19	PER01 (PERS )		3,319.71	.00	3,319.71	PER01, PERS CLASSIC CONTR
	H9371	05/10/19	PER04 (CALPERS RETIREMENT SYSTEM)		2,102.36	.00	2,102.36	PER04, PERS 457 CONTRIBUT
	H9372	05/10/19	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		40,055.45	.00	40,055.45	DIR02, PR DIRECT DEPOSIT
	H9373	05/01/19	BRO03 (KARLA SUE BROWN)		200.00	.00	200.00	BRO03, APR-19 BOD STIPEND
	H9374	05/01/19	COO03 (BOB COOMBER)		100.00	.00	100.00	COO03, APR-19 BOD STIPEND
	H9375	05/01/19	HAG01 (SCOTT HAGGERTY)		200.00	.00	200.00	HAG01, APR-19 BOD STIPEND
	H9376	05/01/19	HAU01 (DAVID HAUBERT)		200.00	.00	200.00	HAU01, APR-19 BOD STIPEND
	H9377	05/01/19	PEN01 (JERRY PENTIN)		200.00	.00	200.00	PEN01, APR-19 BOD STIPEND
	H9378	05/01/19	WOE01 (ROBERT L. WOERNER)		300.00	.00	300.00	WOE01, APR-19 BOD STIPEND
	H9379	05/17/19	PAC01 (AT&T )		102.50	.00	102.50	PAC01, ACCT #925-245-0576
	H9380	05/17/19	PAC01 (AT&T )		351.43	.00	351.43	PAC01,ACCT #436-951-0106,
	H9381	05/17/19	PAC01 (AT&T )		225.31	.00	225.31	PAC01,ACCT #925-243-9029,
	H9382	05/17/19	PAC01 (AT&T )		33.03	.00	33.03	PAC01,ACCT #232-351-6260,
	H9383	05/03/19	STE04 (JONATHAN STEKETEE)		330.00	.00	330.00	STE04, MAY-19 URBANISM NE
	H9384	05/17/19	KUL01 (KADRI KULM)		98.79	.00	98.79	KUL01, APR-19 TRAVEL REIM
	H9385	05/17/19	OAK01 (OAKS BUSINESS PK OWNERS)		112.00	.00	112.00	OAK01, 2019 1ST & 2ND QTR
	H9386	05/03/19	MVT01 (MV TRANSPORTATION, INC.)		101,677.32	.00	101,677.32	MVT01, MAR-19 MONTHLY FIX
	H9387	05/03/19	MTM01 (MEDICAL TRANSPORTATION MANAG		122,334.68	.00	122,334.68	MTM01, MAR-19 MONTHLY SER
	H9388	05/15/19	MVT01 (MV TRANSPORTATION, INC.)		378,720.32	.00	378,720.32	MVT01, 100430, MAY-19 1ST
	H9389	05/17/19	TAX67 (CHRISTEL RAGER)		161.50	.00	161.50	TAX67, PARATAXI REIMBURSE
	H9390	05/17/19	TAX14 (KAREN ADAMS)		139.19	.00	139.19	TAX14, PARATAXI REIMBURSE
	H9391	05/17/19	TAX07 (ASMA SYEDA)		23.80	.00	23.80	TAX07, PARATAXI REIMBURSE
	H9392	05/17/19	MTM01 (MEDICAL TRANSPORTATION MANAG		592.50	.00	592.50	MTM01, MTM-112128 4/16-4
	H9393	05/17/19	NAV01 (CHRISTY NAVARRO)		27.25	.00	27.25	NAV01, 5/10/19 TRAVEL MIL
	H9394	05/17/19	NAV01 (CHRISTY NAVARRO)		38.15	.00	38.15	NAV01, 5/2/19 TRAVEL MILE
	H9395	05/17/19	NAV01 (CHRISTY NAVARRO)		26.19	.00	26.19	NAV01, 5/8/19 EXPENSE REI
	H9396	05/24/19	PER01 (PERS )		3,319.71	.00	3,319.71	PER01, PERS CLASSIC CONTR
	H9397	05/24/19	PER01 (PERS )		4,036.48	.00	4,036.48	PER01, PERS NEW CONTRIBUT
	H9398	05/24/19	PER04 (CALPERS RETIREMENT SYSTEM)		2,104.90	.00	2,104.90	PER04, PERS 457 CONTRIBUT
	H9399	05/24/19	EMP01 (EMPLOYMENT DEVEL DEPT)		3,808.66	.00	3,808.66	EMP01, STATE TAX 5/4-5/17
	H9400	05/24/19	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		51,431.55	.00	51,431.55	DIR02, PR DIRECT DEPOSIT
	H9401	05/24/19	EFT01 (ELECTRONIC FUND TRNFERS)		11,372.55	.00	11,372.55	EFT01, FEDERAL TAX 5/4-5/
	H9402	05/31/19	NAV01 (CHRISTY NAVARRO)		31.64	.00	31.64	NAV01, MAY-2019 TRAVEL &
	H9403	05/31/19	STA13 (STAPLES CREDIT PLAN)		682.92	.00	682.92	STA13, MAY-19 CC STATEMEN
	H9404	05/31/19	MVT01 (MV TRANSPORTATION, INC.)		378,720.32	.00	378,720.32	MVT01, 100432, MAY-19 2ND
	H9405	05/31/19	MCC01 (TONY MCCAULAY)		1,537.67	.00	1,537.67	MCC01, APR-19 TRAVEL & EX
	H9406	05/31/19	STE04 (JONATHAN STEKETEE)		830.01	.00	830.01	STE04, 5/20-5/21/19 TRAVE
	H9407	05/31/19	STE04 (JONATHAN STEKETEE)		1,456.84	.00	1,456.84	STE04, 0422-0516, TRAVEL
	H9408	05/31/19	TAX07 (ASMA SYEDA)		162.19	.00	162.19	TAX07, PARATAXI REIMBURSE
	H9409	05/31/19	TAX91 (VIVIAN MARIE MILLER)		255.85	.00	255.85	TAX91, PARATAXI REIMBURSE
	H9410	05/31/19	TAX71 (MARY RARIDON)		28.05	.00	28.05	TAX71, PARATAXI REIMBURSE
	H9411	05/31/19	TAX76 (MARY ANN HANDZUS)		112.20	.00	112.20	TAX76, PARATAXI REIMBURSE
	H9412	05/31/19	TAX14 (KAREN ADAMS)		107.40	.00	107.40	TAX14, PARATAXI REIMBURSE
	H9413	05/31/19	MTM01 (MEDICAL TRANSPORTATION MANAG		1,556.25	.00	1,556.25	MTM01, MTM-112129 5/6-5/1
	H9414	05/31/19	MTM01 (MEDICAL TRANSPORTATION MANAG		1,031.25	.00	1,031.25	MTM01, MTM-112130 5/20-5/
	H9415	05/31/19	CAL15 (CALTRONICS BUSINESS SYS)		237.77	.00	237.77	CAL15, 2775351, BIZHUB 4/
	H9416	05/31/19	NAV01 (CHRISTY NAVARRO)		30.85	.00	30.85	NAV01, 5/28/19 ART SHELTE
	H9417	05/31/19	EDW01 (TAMARA EDWARDS)		55.96	.00	55.96	EDW01, APR & MAY-19 EXPEN
	H9418	05/31/19	TRE01 (MICHAEL TREE)		1,868.81	.00	1,868.81	TRE01 MAR-19 THRU APR-19
	H9419	05/31/19	TRE01 (MICHAEL TREE)		1,911.32	.00	1,911.32	TRE01, NOV-18 THRU FEB-19
	H9420	05/31/19	PAC02 (PACIFIC GAS AND ELECTRIC)		1,545.37	.00	1,545.37	PAC02, 9007202117-4, MOA
	H9421	05/31/19	PAC02 (PACIFIC GAS AND ELECTRIC)		120.88	.00	120.88	PAC02, 7649646868-7, DOOL
	H9422	05/31/19	PAC02 (PACIFIC GAS AND ELECTRIC)		1,110.95	.00	1,110.95	PAC02, 7264840356-5, RAPI
	H9423	05/31/19	PAC02 (PACIFIC GAS AND ELECTRIC)		1,213.33	.00	1,213.33	PAC02, 6062256368-6, ATLA
	H9424	05/31/19	PAC02 (PACIFIC GAS AND ELECTRIC)		5,718.15	.00	5,718.15	PAC02, 5809326332-3, MOA
	H9425	05/31/19	CAL04 (CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 4755555555, MOA FI
	H9426	05/31/19	CAL04 (CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 5755555555, CONTRA
	H9427	05/31/19	CAL04 (CALIFORNIA WATER SERVICE)		51.63	.00	51.63	CAL04, 2575555555, TC FIR
	H9428	05/31/19	CAL04 (CALIFORNIA WATER SERVICE)		314.66	.00	314.66	CAL04, 0198655555, BUS WA
	H9429	05/31/19	CAL04 (CALIFORNIA WATER SERVICE)		851.39	.00	851.39	CAL04, 9098655555, MOA WA
	H9430	05/31/19	CAL04 (CALIFORNIA WATER SERVICE)		42.29	.00	42.29	CAL04, 3616555555, TC WAT
	H9431	05/31/19	CAL04 (CALIFORNIA WATER SERVICE)		234.58	.00	234.58	CAL04, 4616555555, TC IRR
	H9432	05/31/19	CIT07 (CITY OF LIVERMORE - WATER)		164.94	.00	164.94	CIT07, 138430-01, ATLANTI
	H9433	05/31/19	CIT07 (CITY OF LIVERMORE - WATER)		14.34	.00	14.34	CIT07, 138432-00, ATLANTI
	H9434	05/31/19	CIT07 (CITY OF LIVERMORE - WATER)		38.82	.00	38.82	CIT07, 138431-00, ATLANTI
	H9435	05/31/19	CIT07 (CITY OF LIVERMORE - WATER)		121.16	.00	121.16	CIT07, 139388-00, BUS WAS
	H9436	05/31/19	CIT07 (CITY OF LIVERMORE - WATER)		32.71	.00	32.71	CIT07, 139361-00, ATLANTI
	H9437	05/31/19	CIT07 (CITY OF LIVERMORE - WATER)		21.13	.00	21.13	CIT07, 139399-00, ATLANTI
	H9438	05/31/19	MER01 (MERCHANT SERVICES)		75.41	.00	75.41	MER01, APR-19 TRANSIT CEN
	H9439	05/31/19	MER01 (MERCHANT SERVICES)		99.84	.00	99.84	MER01, APR-19 MOA CC FEES
	O20915	05/13/19	TAQ01 (TAQUIZAS SPEEDY GARCIA)		(2,112.00)	.00	(2,112.00)	Ck# 020915 Reversed
	O21293	05/06/19	AIM01 (AIM TO PLEASE JANITORIAL SER		3,229.33	.00	3,229.33	Automatic Generated Check
	O21294	05/06/19	ATT02 (AT&T )		387.08	.00	387.08	Automatic Generated Check
	O21295	05/06/19	ATT03 (AT&T )		923.58	.00	923.58	Automatic Generated Check
	O21296	05/06/19	CIT06 (CITY OF LIVERMORE SEWER)		356.93	.00	356.93	Automatic Generated Check
	O21297	05/06/19	COR01 (CORBIN WILLITS SYSTEMS)		239.45	.00	239.45	Automatic Generated Check
	O21298	05/06/19	DAY02 (DAY & NIGHT PEST CONTROL)		218.00	.00	218.00	Automatic Generated Check
	O21299	05/06/19	DIR01 (DIRECT TV)		14.00	.00	14.00	Automatic Generated Check
	O21300	05/06/19	EME01 (EMERALD LANDSCAPE CO INC)		1,226.00	.00	1,226.00	Automatic Generated Check
	O21301	05/06/19	FED01 (FedEx )		184.40	.00	184.40	Automatic Generated Check
	O21302	05/06/19	HAN01 (HANSON BRIDGETT MARCUS)		7,353.00	.00	7,353.00	Automatic Generated Check
	O21303	05/06/19	HOT01 (HOTSYPACIFIC)		4,335.18	.00	4,335.18	Automatic Generated Check
	O21304	05/06/19	L&D01 (L&D PRINTING INC)		650.04	.00	650.04	Automatic Generated Check
	O21305	05/06/19	LIV10 (LIVERMORE SANITATION INC)		2,385.70	.00	2,385.70	Automatic Generated Check
	O21306	05/06/19	OFF01 (OFFICE DEPOT)		328.63	.00	328.63	Automatic Generated Check
	O21307	05/06/19	PAC16 (PACIFIC COAST TRANE)		2,320.00	.00	2,320.00	Automatic Generated Check
	O21308	05/06/19	PLE05 (PLEASANTON, CITY OF)		2,457.81	.00	2,457.81	Automatic Generated Check



REPORT.: Jun 17 19 Monday  
RUN....: Jun 17 19 Time: 17:27  
Run By.: Daniel Zepeda

LAVTA  
Month End Cash Disbursements Report  
Prior Period Report for 05-19 BANK ACCOUNT 105

PAGE: 002  
ID #: PY-CD  
CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-19	021309	05/06/19	PRO06 (PROFORMA J.C.L. PRINT ASSOCI		1,994.68	.00	1,994.68	Automatic Generated Check
	021310	05/06/19	SCF01 (SC FUELS)		21,520.28	.00	21,520.28	Automatic Generated Check
	021311	05/06/19	TNT01 (TNT FIRE PROTECTION INC)		2,175.00	.00	2,175.00	Automatic Generated Check
	021312	05/06/19	TX133 (SAROJA IYER)		254.75	.00	254.75	Automatic Generated Check
	021313	05/06/19	TX168 (EVELYN WRIGHT)		80.00	.00	80.00	Automatic Generated Check
	021314	05/17/19	AEC01 (AECOM TECHNICAL SERVICES INC		688,345.55	.00	688,345.55	Automatic Generated Check
	021315	05/17/19	ALA10 (ALAMEDA COUNTY CLERK)		50.00	.00	50.00	Automatic Generated Check
	021316	05/17/19	ATT02 (AT&T )		387.24	.00	387.24	Automatic Generated Check
	021317	05/17/19	AVI01 (AMADOR VALLEY INDUSTRIES)		384.67	.00	384.67	Automatic Generated Check
	021318	05/17/19	CAL13 (CALIFORNIA TRANSIT)		2,027.89	.00	2,027.89	Automatic Generated Check
	021319	05/17/19	CEN01 (CENTRUM SOUND SYSTEMS)		6,030.69	.00	6,030.69	Automatic Generated Check
	021320	05/17/19	DIR01 (DIRECT TV)		18.25	.00	18.25	Automatic Generated Check
	021321	05/17/19	EME01 (EMERALD LANDSCAPE CO INC)		1,635.00	.00	1,635.00	Automatic Generated Check
	021322	05/17/19	FAS01 (FASTSIGNS)		227.24	.00	227.24	Automatic Generated Check
	021323	05/17/19	GET01 (GETTLER-RYAN INC.)		591.01	.00	591.01	Automatic Generated Check
	021324	05/17/19	INT03 (INTERNATL EFFECTIVENESS)		140.00	.00	140.00	Automatic Generated Check
	021325	05/17/19	JTH01 (J. THAYER COMPANY)		154.53	.00	154.53	Automatic Generated Check
	021326	05/17/19	KHI01 (ALPHA MEDIA LLC)		5,000.00	.00	5,000.00	Automatic Generated Check
	021327	05/17/19	KOF01 (KOFF & ASSOCIATES)		2,412.00	.00	2,412.00	Automatic Generated Check
	021328	05/17/19	L&D01 (L&D PRINTING INC)		281.08	.00	281.08	Automatic Generated Check
	021329	05/17/19	OFF01 (OFFICE DEPOT)		48.25	.00	48.25	Automatic Generated Check
	021330	05/17/19	PAC11 (PACIFIC ENVIROMENTAL SERV)		240.00	.00	240.00	Automatic Generated Check
	021331	05/17/19	PLE05 (PLEASANTON, CITY OF)		1,951.03	.00	1,951.03	Automatic Generated Check
	021332	05/17/19	PRO02 (PROFESSIONAL ELECTRIC)		4,448.00	.00	4,448.00	Automatic Generated Check
	021333	05/17/19	RSE01 (R & S ERECTION)		359.00	.00	359.00	Automatic Generated Check
	021334	05/17/19	SCF01 (SC FUELS)		45,200.52	.00	45,200.52	Automatic Generated Check
	021335	05/17/19	SOL01 (SOLUTIONS FOR TRANSIT)		2,083.33	.00	2,083.33	Automatic Generated Check
	021336	05/17/19	TEL01 (TPx COMMUNICATIONS)		2,059.24	.00	2,059.24	Automatic Generated Check
	021337	05/17/19	TUR02 (RON TURLEY ASSOCIATES, INC)		1,454.63	.00	1,454.63	Automatic Generated Check
	021338	05/17/19	TX136 (VIRGINIA REID)		102.43	.00	102.43	Automatic Generated Check
	021339	05/17/19	TX156 (YVONNE BRETOI)		88.40	.00	88.40	Automatic Generated Check
	021340	05/17/19	TX168 (EVELYN WRIGHT)		160.00	.00	160.00	Automatic Generated Check
	021341	05/17/19	TX192 (PATRICIA LOVELOCK)		42.50	.00	42.50	Automatic Generated Check
	021342	05/17/19	TX204 (DONALD ALLMER)		33.15	.00	33.15	Automatic Generated Check
	021343	05/20/19	TRA12 (TRAPEZE SOFTWARE GROUP)		10,515.92	.00	10,515.92	Automatic Generated Check
	021344	05/21/19	BAY09 (BAY WIDE GLASS, INC.)		10,000.00	.00	10,000.00	Automatic Generated Check
	021345	05/31/19	ATT03 (AT&T )		923.58	.00	923.58	Automatic Generated Check
	021346	05/31/19	CIT06 (CITY OF LIVERMORE SEWER)		217.46	.00	217.46	Automatic Generated Check
	021347	05/31/19	COR01 (CORBIN WILLITS SYSTEMS)		239.45	.00	239.45	Automatic Generated Check
	021348	05/31/19	JCO01 (J COMM INC.)		15,000.00	.00	15,000.00	Automatic Generated Check
	021349	05/31/19	LTK01 (LTK CONSULTING SERVICES, INC		43,992.07	.00	43,992.07	Automatic Generated Check
	021350	05/31/19	PAP02 (PAPE MATERIAL HANDLING)		726.89	.00	726.89	Automatic Generated Check
	021351	05/31/19	PLA02 (PLANETERIA MEDIA LLC)		325.00	.00	325.00	Automatic Generated Check
	021352	05/31/19	SCF01 (SC FUELS)		44,868.38	.00	44,868.38	Automatic Generated Check
	021353	05/31/19	STA19 (STATE OF CALIFORNIA-DEPT OF		40,000.00	.00	40,000.00	Automatic Generated Check
	021354	05/31/19	TOL06 (TOLAR MFR CO INC)		5,468.70	.00	5,468.70	Automatic Generated Check
	021355	05/31/19	TRA12 (TRAPEZE SOFTWARE GROUP)		148,817.00	.00	148,817.00	Automatic Generated Check
	021356	05/31/19	TX133 (SAROJA IYER)		13.00	.00	13.00	Automatic Generated Check
	021357	05/31/19	ADV03 (ADVOCACY MARKETING LLC)		65,000.00	.00	65,000.00	Automatic Generated Check
Total for Bank Account 105 ----->					2,347,076.62	.00	2,347,076.62	
Grand Total of all Bank Accounts ----->					2,347,076.62	.00	2,347,076.62	

REPORT.: Jun 17 19 Monday  
 RUN....: Jun 17 19 Time: 17:28  
 Run By.: Daniel Zepeda

LAVTA  
 Month End Payable Activity Report  
 Prior Period Report for 05-19

PAGE: 001  
 ID #: PY-AC  
 CTL.: WHE

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
05-19	ADV03 (ADVOCACY MARKETING LLC)	APR-2019	05/02/19	06/01/19	A	32500.00	ADV03, APR-2019 RAIL MARKETING & ADVOCATING
		MAY-2019	05/31/19	06/30/19	A	32500.00	ADV03, MAY-19 RAIL MARKETING & ADVOCATING
		Vendor's Total ----->				65000.00	
05-19	AEC01 (AECOM TECHNICAL SERVICES	IN200193239	03/29/19	04/28/19	A	179372.55	AEC01, 2000193239, 1/24-3/8/19 PHASE 2:FEASI
		200197621	04/10/19	05/10/19	A	361573.00	AEC01, 2000197621, 3/21-4/10/19 ALTAMONT RAI
		200207219	05/02/19	06/01/19	A	147400.00	AEC01, 2000207219, 4/11-4/26/19 ALTAMONT RAI
		Vendor's Total ----->				688345.55	
05-19	AIM01 (AIM TO PLEASE JANITORIAL SE44-APR-19		04/24/19	05/24/19	A	3229.33	AIM01, APR-19 JANITORIAL MONTHLY SERVICE
05-19	ALA10 (ALAMEDA COUNTY CLERK)	FY20ENVEX	05/16/19	06/15/19	A	50.00	ALA10, FY2020 ENVIRONMENTAL DECLARATION-EXEM
05-19	ATT02 (AT&T )	12902995	04/13/19	05/13/19	A	387.08	ATT02, 12902995, PAYER #9391035694, 3/13-4/1
		13048170	05/13/19	06/12/19	A	387.24	ATT02, 13048170, PAYER #9391035694, 4/13-5/1
		Vendor's Total ----->				774.32	
05-19	ATT03 (AT&T )	270627402	04/19/19	05/19/19	A	923.58	ATT03, 3270627402, APR-19 INTERNET PRI
		606309400	05/19/19	06/18/19	A	923.58	ATT03, 0606309400, MAY-19 INTERNET PRI
		Vendor's Total ----->				1847.16	
05-19	AVI01 (AMADOR VALLEY INDUSTRIES)	754226	04/30/19	05/30/19	A	384.67	AVI01, 754226, APR-19 GARBAGE PICK UP SERVIC
05-19	BAY09 (BAY WIDE GLASS, INC.)	W045331	05/07/19	06/06/19	A	10000.00	BAY09, W045331, PO #7284 RAPID REPLACE GLASS
05-19	BRO03 (KARLA SUE BROWN)	APR-2019H	05/01/19	05/31/19	A	200.00	BRO03, APR-19 BOD STIPEND
05-19	CAL04 (CALIFORNIA WATER SERVICE)	198041819H	04/18/19	05/18/19	A	314.66	CAL04, 01986555555, BUS WASH 3/19-4/17/19
		257043019H	04/30/19	05/30/19	A	51.63	CAL04, 25755555555, TC FIRE 5/1-5/31/19
		361050119H	05/01/19	05/31/19	A	42.29	CAL04, 36165555555, TC WATER 4/2-4/30/19
		461050119H	05/01/19	05/31/19	A	234.58	CAL04, 46165555555, TC IRRG. 4/2-4/30/19
		475043019H	04/30/19	05/30/19	A	68.84	CAL04, 47555555555, MOA FIRE 5/1-5/31/19
		575043019H	04/30/19	05/30/19	A	68.84	CAL04, 57555555555, CONTRACTOR FIRE 5/1-5/31/19
		909041819H	04/18/19	05/18/19	A	851.39	CAL04, 90986555555, MOA WATER 3/19-4/17/19
		Vendor's Total ----->				1632.23	
05-19	CAL13 (CALIFORNIA TRANSIT)	312019APR	05/16/19	06/15/19	A	2027.89	CAL13, 31-2019-APR, APR-19 INSURANCE CLAIMS
05-19	CAL15 (CALTRONICS BUSINESS SYS)	2775351H	05/17/19	06/16/19	A	237.77	CAL15, 2775351, BIZHUB 4/16-5/15/19
05-19	CEN01 (CENTRUM SOUND SYSTEMS)	25520	04/26/19	05/26/19	A	6030.69	CEN01, 25520, PO# R-1011 TRAVELING SOUND SYS
05-19	CIT06 (CITY OF LIVERMORE SEWER)	BW041619	04/16/19	05/16/19	A	65.70	CIT06, 138143-00, BUS WASH, 3/19-4/16/19
		TC051419	05/14/19	06/13/19	A	43.03	CIT06, 133389-00, TRANSIT CENTER 4/9-5/14/19
		MOA041619	04/16/19	05/16/19	A	291.23	CIT06, 133294-00, MOA SEWER, 3/19-4/16/19
		MOA052119	05/21/19	06/20/19	A	174.43	CIT06, 133294-00, MOA SEWER 4/16-5/21/19
		Vendor's Total ----->				574.39	
05-19	CIT07 (CITY OF LIVERMORE - WATER)	361041619H	04/16/19	05/16/19	A	32.71	CIT07, 139361-00, ATLANTIS SEWER 3/19-4/16/1
		388050719H	05/07/19	06/06/19	A	121.16	CIT07, 139388-00, BUS WASH 4/2-5/7/19
		399041619H	04/16/19	05/16/19	A	21.13	CIT07, 139399-00, ATLANTIS SEWER 3/19-4/16/1
		430041619H	04/16/19	05/16/19	A	164.94	CIT07, 138430-01, ATLANTIS INDOOR 3/19-4/16/
		431050719H	05/07/19	06/06/19	A	38.82	CIT07, 138431-00, ATLANTIS IRRG. 4/2-5/7/19
		432041619H	04/16/19	05/16/19	A	14.34	CIT07, 138432-00, ATLANTIS FIRE 3/19-4/16/19
		Vendor's Total ----->				393.10	
05-19	COO03 (BOB COOMBER)	APR-2019H	05/01/19	05/31/19	A	100.00	COO03, APR-19 BOD STIPEND
05-19	COR01 (CORBIN WILLITS SYSTEMS)	B904151	04/15/19	05/15/19	A	239.45	COR01, B904151, APR-19 SERVICE
		B905151	05/15/19	06/14/19	A	239.45	COR01, B905151, MAY-19 SERVICE
		Vendor's Total ----->				478.90	
05-19	DAY02 (DAY & NIGHT PEST CONTROL)	143031	04/25/19	05/25/19	A	218.00	DAY02, 143031, 4/19/19 RUTAN SERVICE

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05-19	DIR01 (DIRECT TV)	149680668	04/11/19	05/11/19	A	14.00	DIR01, 36149680668, APR-19 SERVICE
		260491538	05/11/19	06/10/19	A	18.25	DIR01, 36260491538, MAY-19 SERVICE
		Vendor's Total ----->				32.25	
05-19	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20190503H	05/10/19	06/09/19	A	40055.45	DIR02, PR DIRECT DEPOSIT 4/20-5/3/19
		20190517H	05/24/19	06/23/19	A	51431.55	DIR02, PR DIRECT DEPOSIT 5/4-5/17/19
		Vendor's Total ----->				91487.00	
05-19	EDW01 (TAMARA EDWARDS)	MAY-2019H	05/30/19	06/29/19	A	55.96	EDW01, APR & MAY-19 EXPENSE REIMBURSE
05-19	EFT01 (ELECTRONIC FUND TRASFERS)	20190503H	05/10/19	06/09/19	A	7349.33	EFT01, FEDERAL TAX 4/20-5/3/19
		20190517H	05/24/19	06/23/19	A	11372.55	EFT01, FEDERAL TAX 5/4-5/17/19
		Vendor's Total ----->				18721.88	
05-19	EME01 (EMERALD LANDSCAPE CO INC)	331858	05/01/19	05/31/19	A	1226.00	EME01, 331858, MAY-19 LANDSCAPING SERVICE
		332374	04/30/19	05/30/19	A	1260.00	EME01, 332374, PO #7246 BACKFLOW TESTING
		332674	04/30/19	05/30/19	A	375.00	EME01, 332674, 4/30/19 RUTAN IRRG. REPAIRS
		Vendor's Total ----->				2861.00	
05-19	EMP01 (EMPLOYMENT DEVEL DEPT)	20190503H	05/10/19	06/09/19	A	2652.29	EMP01, STATE TAX 4/20-5/3/19
		20190517H	05/24/19	06/23/19	A	3808.66	EMP01, STATE TAX 5/4-5/17/19
		Vendor's Total ----->				6460.95	
05-19	FAS01 (FASTSIGNS)	DUB-98843	05/06/19	06/05/19	A	227.24	FAS01, DUB-98843, PO #7280 LAVTA VEHICLE DEC
05-19	FED01 (FedEx )	652714302	04/19/19	05/19/19	A	184.40	FED01, 652714302, APR-19 CC STATEMENT
05-19	GET01 (GETTLER-RYAN INC.)	11491	05/02/19	06/01/19	A	591.01	GET01, 11491, PO #7281 FUEL PUMP REPAIRS
05-19	HAG01 (SCOTT HAGGERTY)	APR-2019H	05/01/19	05/31/19	A	200.00	HAG01, APR-19 BOD STIPEND
05-19	HAN01 (HANSON BRIDGETT MARCUS)	1236143	03/31/19	04/30/19	A	3024.00	HAN01, 1236143, FEB-19 CONTRACT LEGAL FEES
		1236144	03/31/19	04/30/19	A	975.00	HAN01, 1236144, FEB-19 LABOR & PERSONNEL LEG
		1236145	03/31/19	04/30/19	A	1170.00	HAN01, 1236145, FEB-19 ADMIN LEGAL FEES
		1236146	03/31/19	04/30/19	A	2184.00	HAN01, 1236146, FEB-19 RAIL LEGAL FEES
		Vendor's Total ----->				7353.00	
05-19	HAU01 (DAVID HAUBERT)	APR-2019H	05/01/19	05/31/19	A	200.00	HAU01, APR-19 BOD STIPEND
05-19	HOT01 (HOTSY PACIFIC)	63530	04/11/19	05/11/19	A	4335.18	HOT01, 63530, PO #7244 REPAIR BUS WASH-RUTAN
05-19	INT03 (INTERNATL EFFECTIVENESS)	39767	05/03/19	06/02/19	A	140.00	INT03, 39767, PO #6990 TRANSLATION SERVICE 5
05-19	JCO01 (J COMM INC.)	51019	05/10/19	06/09/19	A	15000.00	JCO01, 051019, RAIL AUTHORITY VALLEY LINK VI
05-19	JTH01 (J. THAYER COMPANY)	1355383-0	05/07/19	06/06/19	A	154.53	JTH01, 1355383-0, 5/7/19 PRINTING PAPER
05-19	KKI01 (ALPHA MEDIA LLC)	372224-3	04/30/19	05/30/19	A	1000.00	KKI01, 372224-3, 4/15-4/21/19 TARGETED ADS
		372225-3	04/30/19	05/30/19	A	4000.00	KKI01, 372225-3, 4/8-4/21/19 RADIO ADS
		Vendor's Total ----->				5000.00	
05-19	KOF01 (KOFF & ASSOCIATES)	5286	05/02/19	06/01/19	A	2412.00	KOF01, 5286, PO #7169 COMP STUDY #3
05-19	KUL01 (KADRI KULM)	APR-2019H	04/30/19	05/30/19	A	98.79	KUL01, APR-19 TRAVEL REIMBURSE
05-19	L&D01 (L&D PRINTING INC)	49080	04/18/19	05/18/19	A	650.04	L&D01, 49080, PO #7257 SHELTER INSERTS-12 QT
		49159	05/10/19	06/09/19	A	281.08	L&D01, 49159, PO #7249 FRAUD PROOF STICKERS
		Vendor's Total ----->				931.12	
05-19	LIV10 (LIVERMORE SANITATION INC)	1123548	05/01/19	05/31/19	A	2385.70	LIV10, 1123548, APR-19 GARBAGE SERVICE

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05-19	LTK01 (LTK CONSULTING SERVICES, INC)	5364-003	05/22/19	06/21/19	A	43992.07	LTK01, C5364.01-003, RAIL CONSULTANTS 3/30-4
05-19	MCC01 (TONY McCAULAY)	APR-2019H	05/29/19	06/28/19	A	1537.67	MCC01, APR-19 TRAVEL & EXPENSE REIMBURSE
05-19	MER01 (MERCHANT SERVICES)	TC043019H	05/01/19	05/31/19	A	75.41	MER01, APR-19 TRANSIT CENTER CC FEES
		MOA043019H	05/01/19	05/31/19	A	99.84	MER01, APR-19 MOA CC FEES
		Vendor's Total ----->				175.25	
05-19	MTM01 (MEDICAL TRANSPORTATION MANA)	MAR-2019H	04/04/19	05/04/19	A	122334.68	MTM01, MAR-19 MONTHLY SERVICE
		MTM112128H	05/01/19	05/31/19	A	592.50	MTM01, MTM-112128 4/16-4/30/19
		MTM112129H	05/14/19	06/13/19	A	1556.25	MTM01, MTM-112129 5/6-5/14/19
		MTM112130H	05/29/19	06/28/19	A	1031.25	MTM01, MTM-112130 5/20-5/27/19
		Vendor's Total ----->				125514.68	
05-19	MVT01 (MV TRANSPORTATION, INC.)	100430H	05/03/19	06/02/19	A	378720.32	MVT01, 100430, MAY-19 1ST INSTALL PAYMENT
		100432H	05/04/19	06/03/19	A	378720.32	MVT01, 100432, MAY-19 2ND INSTALL PAYMENT
		MAR-2019H	04/03/19	05/03/19	A	101677.32	MVT01, MAR-19 MONTHLY FIXED ROUTE SERVICES
		Vendor's Total ----->				859117.96	
05-19	NAV01 (CHRISTY NAVARRO)	5-28-19H	05/30/19	06/29/19	A	30.85	NAV01, 5/28/19 ART SHELTER DEDICATION-SNACKS
		MAY-2019H	05/29/19	06/28/19	A	31.64	NAV01, MAY-2019 TRAVEL & EXPENSE REIMBURSE
		5/10TRAVLH	05/10/19	06/09/19	A	27.25	NAV01, 5/10/19 TRAVEL MILEAGE REIMBURSE
		5/2TRAVELH	05/03/19	06/02/19	A	38.15	NAV01, 5/2/19 TRAVEL MILEAGE REIMBURSE
		5/8EXPENSH	05/08/19	06/07/19	A	26.19	NAV01, 5/8/19 EXPENSE REIMBURSEMENT
		Vendor's Total ----->				154.08	
05-19	OAK01 (OAKS BUSINESS PK OWNERS)	3RD QTR19H	05/01/19	05/31/19	A	112.00	OAK01, 2019 1ST & 2ND QTR FEES-TRUE UP
05-19	OFF01 (OFFICE DEPOT)	235318001	04/16/19	05/16/19	A	15.14	OFF01, 302235318001, 4/16/19 OFFICE SUPPLIES
		235521001	04/12/19	05/12/19	A	302.83	OFF01, 302235521001, 4/12/19 OFFICE SUPPLIES
		235522001	04/15/19	05/15/19	A	10.66	OFF01, 302235522001, 4/15/19 OFFICE SUPPLIES
		594184001	05/03/19	06/02/19	A	48.25	OFF01, 310594184001, 5/2/19 OFFICE SUPPLIES
		Vendor's Total ----->				376.88	
05-19	PAC01 (AT&T )	ATT 04/19H	04/13/19	05/13/19	A	102.50	PAC01, ACCT #925-245-0576, 4/13-5/12/19
		ATT040719H	04/07/19	05/07/19	A	33.03	PAC01,ACCT #232-351-6260, CONTRACTOR FIRE 4/
		ATT041119H	04/11/19	05/11/19	A	351.43	PAC01,ACCT #436-951-0106, ATLANTIS T1 4/11-5
		ATT041319H	04/13/19	05/13/19	A	225.31	PAC01,ACCT #925-243-9029, ATLANTIS ALARM 4/1
		Vendor's Total ----->				712.27	
05-19	PAC02 (PACIFIC GAS AND ELECTRIC)	580050819H	05/08/19	06/07/19	A	5718.15	PAC02, 5809326332-3, MOA ELECTRIC 4/2-5/1/19
		606050719H	05/07/19	06/06/19	A	1213.33	PAC02, 6062256368-6, ATLANTIS 3/30-4/30/19
		726050219H	05/02/19	06/01/19	A	1110.95	PAC02, 7264840356-5, RAPID BUS STOPS 3/22-4/
		764041919H	04/19/19	05/19/19	A	120.88	PAC02, 7649646868-7, DOOLAN TWR 3/14-4/14/19
		900041619H	04/16/19	05/16/19	A	1545.37	PAC02, 9007202117-4, MOA GAS 3/15-4/15/19
		Vendor's Total ----->				9708.68	
05-19	PAC11 (PACIFIC ENVIROMENTAL SERV)	1633	05/09/19	06/08/19	A	120.00	PAC11, 1633, APR-19 RUTAN MONTHLY SERVICE
		1634	05/09/19	06/08/19	A	120.00	PAC11, 1634, APR-19 ATLANTIS MONTHLY SERVICE
		Vendor's Total ----->				240.00	
05-19	PAC16 (PACIFIC COAST TRANE)	C22396	04/16/19	05/16/19	A	1600.00	PAC16, C22396, PO #6872 SEMI ANNUAL INSPECT-
		C22419	04/24/19	05/24/19	A	720.00	PAC16, C22419, PO #6873 SEMI ANNUAL INSPECT-
		Vendor's Total ----->				2320.00	
05-19	PAP02 (PAPE MATERIAL HANDLING)	10179240	05/07/19	06/06/19	A	726.89	PAP02, 10179240, PO #7295 FORKLIFT PREVENT M
05-19	PEN01 (JERRY PENTIN)	APR-2019H	05/01/19	05/31/19	A	200.00	PEN01, APR-19 BOD STIPEND
05-19	PER01 (PERS )	20190503CH	05/10/19	06/09/19	A	3319.71	PER01, PERS CLASSIC CONTRIBUTION 4/20-5/3/19
		20190503NH	05/10/19	06/09/19	A	4036.48	PER01, PERS NEW CONTRIBUTION 4/20-5/3/19
		20190517CH	05/24/19	06/23/19	A	3319.71	PER01, PERS CLASSIC CONTRIBUTION 5/4-5/17/19
		20190517NH	05/24/19	06/23/19	A	4036.48	PER01, PERS NEW CONTRIBUTION 5/4-5/17/19
		Vendor's Total ----->				14712.38	

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05-19	PER04 (CALPERS RETIREMENT SYSTEM)	20190503H 20190517H	05/10/19 05/24/19	06/09/19 06/23/19	A A	2102.36 2104.90	PER04, PERS 457 CONTRIBUTION 4/20-5/3/19 PER04, PERS 457 CONTRIBUTION 5/4-5/17/19
		Vendor's Total ----->				4207.26	
05-19	PLA02 (PLANETERIA MEDIA LLC)	16463	05/15/19	06/14/19	A	325.00	PLA02, 16463, PO #7119 WEB HOSTING MAY-19
05-19	PLE05 (PLEASANTON, CITY OF)	1204 1227	04/23/19 05/03/19	05/23/19 06/02/19	A A	2457.81 1951.03	PLE05, 1204, PARATRANSIT ASSESSMENT BILL #74 PLE05, 1227, PARATRANSIT ASSESSMENT BILL #74
		Vendor's Total ----->				4408.84	
05-19	PRO02 (PROFESSIONAL ELECTRIC)	2195 2230	02/14/19 05/08/19	03/16/19 06/07/19	A A	2876.00 1572.00	PRO02, 2195, PO #7106 ELECTRIC & PO #7278 SE PRO02, 2230, PO #7082 EXTERIOR LIGHTING-RUTA
		Vendor's Total ----->				4448.00	
05-19	PRO06 (PROFORMA J.C.L. PRINT ASSOCA)	91005637	04/23/19	05/23/19	A	1994.68	PRO06, A91005637, PO #7254 TIMETABLES-8,500
05-19	RSE01 (R & S ERECTION)	111273	04/30/19	05/30/19	A	359.00	RSE01, 111273-COMR, PO #7279 BAY 5 DOOR SERV
05-19	SCF01 (SC FUELS)	3925748 3931998 3942142 3950308 3954665	04/25/19 05/01/19 05/10/19 05/17/19 05/23/19	05/25/19 05/31/19 06/09/19 06/16/19 06/22/19	A A A A A	21520.28 22387.93 22812.59 23357.07 21511.31	SCF01, 3925748, 4/25/19 FUEL DELIVERY SCF01, 3931998, 5/1/19 FUEL DELIVERY SCF01, 3942142, 5/10/19 FUEL DELIVERY SCF01, 3950308, 5/17/19 FUEL DELIVERY SCF01, 3954665, 5/23/19 FUEL DELIVERY
		Vendor's Total ----->				111589.18	
05-19	SOL01 (SOLUTIONS FOR TRANSIT)	19-0505LA	05/05/19	06/04/19	A	2083.33	SOL01, 19-0505 LAVTA, APR-19 CLIPPER ANALYSI
05-19	STA13 (STAPLES CREDIT PLAN)	MAY-2019H	05/09/19	06/08/19	A	682.92	STA13, MAY-19 CC STATEMENT
05-19	STA19 (STATE OF CALIFORNIA-DEPT OF	19008332	05/16/19	06/15/19	A	40000.00	STA19, 19008332, RAIL PROJ 04-0419000266-DEP
05-19	STE04 (JONATHAN STEKETEE)	0422-0516H 0520-0521H MAY-19PERH	05/29/19 05/29/19 04/30/19	06/28/19 06/28/19 05/30/19	A A A	1456.84 830.01 330.00	STE04, 0422-0516, TRAVEL & EXPENSE REIMBURSE STE04, 5/20-5/21/19 TRAVEL & EXPENSE REIMBUR STE04, MAY-19 URBANISM NEXT CONFERENCE-PER D
		Vendor's Total ----->				2616.85	
05-19	TAQ01 (TAQUIZAS SPEEDY GARCIA)	2018-APPu	05/13/19	/ /		2112.00	Ck# 020915 Reversed
05-19	TAX07 (ASMA SYEDA)	4-27-19H 0413-0417H 0427-0521H	05/16/19 05/06/19 05/29/19	06/15/19 06/05/19 06/28/19	A A A	23.80 181.71 162.19	TAX07, PARATAXI REIMBURSE 4/27/19 TAX07, PARATAXI REIMBURSE 4/13-4/17/19 TAX07, PARATAXI REIMBURSE 4/27-5/21/19
		Vendor's Total ----->				367.70	
05-19	TAX14 (KAREN ADAMS)	0412-0503H 0507-0517H	05/16/19 05/29/19	06/15/19 06/28/19	A A	139.19 107.40	TAX14, PARATAXI REIMBURSE 4/12-5/3/19 TAX14, PARATAXI REIMBURSE 5/7-5/17/19
		Vendor's Total ----->				246.59	
05-19	TAX67 (CHRISTEL RAGER)	0403-0430H	05/16/19	06/15/19	A	161.50	TAX67, PARATAXI REIMBURSE 4/3-4/30/19
05-19	TAX71 (MARY RARIDON)	5-3-19H	05/29/19	06/28/19	A	28.05	TAX71, PARATAXI REIMBURSE 5/3/19
05-19	TAX76 (MARY ANN HANDZUS)	0406-0514H	05/29/19	06/28/19	A	112.20	TAX76, PARATAXI REIMBURSE 4/6-5/14/19
05-19	TAX91 (VIVIAN MARIE MILLER)	0307-0511H	05/29/19	06/28/19	A	255.85	TAX91, PARATAXI REIMBURSE 3/7-5/11/19
05-19	TEL01 (TPx COMMUNICATIONS)	115928528	04/30/19	05/30/19	A	2059.24	TEL01, 115928528-0, 5/1-5/31/19 SERVICE
05-19	TNT01 (TNT FIRE PROTECTION INC)	2019-4790 2019-4791 2019-4792 2019-4827	02/22/19 02/22/19 02/22/19 03/06/19	03/24/19 03/24/19 03/24/19 04/05/19	A A A A	300.00 300.00 300.00 1275.00	TNT01, 2019-4790, PO #7147 ANNUAL ATLANTIS I TNT01, 2019-4791, PO #7147 ANNUAL TC INSPECT TNT01, 2019-4792, PO #7147 ANNUAL RUTAN INSP TNT01, 2019-4827, PO #7179 REPLACEMENT SPRIN
		Vendor's Total ----->				2175.00	

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05-19	TOL06 (TOLAR MFR CO INC)	13032	05/07/19	06/06/19	A	5468.70	TOL06, 13032, PO #7230 SHELTER REPAIRS-INSUR
05-19	TRA12 (TRAPEZE SOFTWARE GROUP)	CK#020754C	05/20/19	06/19/19	A	10215.08	TRA12, DUPLICATE CK #020754 CREDIT
		MA0000600	05/13/19	06/12/19	A	137345.00	TRA12, MA0000000600, PO #7293 TRANSIT MASTER
		TPMAG6113	04/28/19	05/28/19	A	20731.00	TRA12, TPMAG6113, PO #7290 TRAPEZE FX-LITE F
		TPMAG6114	04/28/19	05/28/19	A	11472.00	TRA12, TPMAG06114, PO #7292 TRAPEZE FX-MON F
		Vendor's Total ----->				159332.92	
05-19	TRE01 (MICHAEL TREE)	MAR-APR19H	05/01/19	05/31/19	A	1868.81	TRE01 MAR-19 THRU APR-19 RAIL MILEAGE REIMBU
		NOV-FEB19H	05/01/19	05/31/19	A	1911.32	TRE01, NOV-18 THRU FEB-19 RAIL MILEAGE REIMB
		Vendor's Total ----->				3780.13	
05-19	TUR02 (RON TURLEY ASSOCIATES, INC)	54999	05/01/19	05/31/19	A	1454.63	TUR02, 54999, PO #7276 ANNUAL MAINTENANCE FY
05-19	TX133 (SAROJA IYER)	0321-0411	05/06/19	06/05/19	A	254.75	TX133, PARATAXI REIMBURSE 3/21-4/11/19
		0414-0415	05/29/19	06/28/19	A	13.00	TX133, PARATAXI REIMBURSE 4/14-4/15/19
		Vendor's Total ----->				267.75	
05-19	TX136 (VIRGINIA REID)	0308-0403	05/16/19	06/15/19	A	102.43	TX136, PARATAXI REIMBURSE 3/8-4/3/19
05-19	TX156 (YVONNE BRETOI)	0409-0430	05/16/19	06/15/19	A	88.40	TX156, PARATAXI REIMBURSE 4/9-4/30/19
05-19	TX168 (EVELYN WRIGHT)	0323-0330	05/06/19	06/05/19	A	80.00	TX168, PARATAXI REIMBURSE 3/23-3/30/19
		0406-0427	05/16/19	06/15/19	A	160.00	TX168, PARATAXI REIMBURSE 4/6-4/27/19
		Vendor's Total ----->				240.00	
05-19	TX192 (PATRICIA LOVELOCK)	0207-0423	05/16/19	06/15/19	A	42.50	TX192, PARATAXI REIMBURSE 2/7-4/23/19
05-19	TX204 (DONALD ALLMER)	0206-0221	05/16/19	06/15/19	A	33.15	TX204, PARATAXI REIMBURSE 2/6-2/21/19
05-19	WOE01 (ROBERT L. WOERNER)	APR-2019H	05/01/19	05/31/19	A	300.00	WOE01, APR-19 BOD STIPEND
		Total of Purchases ->				2347076.62	

# **AGENDA**

## **ITEM 6**

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Resolution Authorizing Investment of Livermore Amador Valley Transit Authority (LAVTA) Monies in the State of California Local Agency Investment Fund (LAIF)

FROM: Tamara Edwards, Director of Finance

DATE: June 25, 2019

---

**Action Requested**

Staff requests that the Finance and Administration Committee recommend that the Board of Directors approve the attached Resolution 17-2019 reauthorizing investment of LAVTA funds in LAIF.

**Background**

In 1996 the California legislature enacted a new law under the California Government Code to improve accountability for investments made by public agencies. (This was in response to the financial problems in Orange County at the time.) This law, in part, requires that public entities annually prepare and adopt an investment policy at a public meeting. Attached for your review and approval is a resolution adopting LAVTA's current investment policy, which was first adopted by the board of Directors in February 1986.

**Discussion**

In 1986 when LAVTA made the decision to utilize the LAIF for investment purposes, that decision was based on a number of considerations which included the fact that there are no qualified positions within the Authority's organization to make day-to-day investment decisions. Since that has not changed over the years, nor is it anticipated that the organization will likely have such expertise in the future, Staff recommends that LAVTA continue to utilize LAIF for ongoing investments.

There is no change in the recommendation for this year's resolution in the authorization to order the deposit or withdrawal of monies in LAIF, and includes LAVTA's Executive Director, Michael Tree, and Tamara Edwards, Director of Finance.



**Budget**

No budget impact.

**Next Steps**

Upon Board approval, this Resolution will be provided to LAIF and kept on record as required.

**Recommendation**

That the Finance and Administration Committee recommend that the Board of Directors adopt the attached Resolution 17-2019 reauthorizing investment of LAVTA monies in LAIF.

**Attachments:**

1. Resolution 17-2019 Authorizing Investment of Livermore Amador Valley Transit Authority Monies in the State of California Local Agency Investment Fund

**RESOLUTION NO. 17-2019**

**RESOLUTION AUTHORIZING INVESTMENT OF  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
MONIES IN LOCAL AGENCY INVESTMENT FUND**

WHEREAS, pursuant to Chapter 730 of the Statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Livermore Amador Valley Transit Authority does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purposes of investment as stated therein as in the best interests of the Livermore Amador Valley Transit Authority ;

THEREFORE, BE IT RESOLVED that the Board of Directors does hereby authorize the deposit and withdrawal of Livermore Amador Valley Transit Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein;

BE IT FURTHER RESOLVED that the following Livermore Amador Valley Transit Authority officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

---

Michael S. Tree  
Executive Director

---

Tamara Edwards  
Director of Finance

PASSED AND ADOPTED by the Board of Directors of the Livermore Amador Valley Transit Authority of the State of California on the 1st day of July 2019.

---

David Haubert, Board Chair

ATTEST:

---

Michael Conneran, Legal Counsel

# **AGENDA**

## **ITEM 7**

## STAFF REPORT

**SUBJECT:** Resolution in Support of Application for FY 19-20 Funding through the State Transit Assistance State of Good Repair Program

**FROM:** Jennifer Yeamans, Senior Grants & Management Specialist

**DATE:** June 25, 2019

---

### **Action Requested**

Staff requests the Committee refer Resolution 18-2019 in support of an allocation request to Caltrans for the State Transit Assistance State of Good Repair (SGR) Program to the Board of Directors for approval.

### **Background**

Senate Bill 1, also known as the Road Repair and Accountability Act of 2017, augmented the existing State Transit Assistance program with a new State of Good Repair (SGR) program funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. Funds are distributed by formula on a population basis in the region to the Metropolitan Transportation Commission (MTC), and on a revenue basis to eligible transit operators for transit maintenance, rehabilitation, and capital projects. The State Controller's Office has estimated that \$52,305 in revenue-based SGR funds will be available for allocation to LAVTA in FY 2019-20.

In a departure from previous years where transit agencies requested revenue-based program funds directly from Caltrans, beginning in Fiscal Year (FY) 2019-20, Caltrans has revised the State of Good Repair (SGR) Program guidelines to require regional agencies like MTC to approve transit operators' revenue-based SGR projects and submit a single region-wide list of projects to Caltrans by September 1 of each year. Furthermore, transit operators in the Bay Area will need to submit a governing board-approved project list for all anticipated SGR Program expenditures to MTC for inclusion in the Regional SGR Program Project List.

The program guidelines state that transit agencies receiving funds from the SGR Program must submit expenditure proposals listing projects that maintain the public transit system in a state of good repair, which are:

- Transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation or modernization of the existing vehicles or facilities.
- The design, acquisition and construction of new vehicles or facilities that improve existing transit services.

- Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

**Discussion**

Staff proposes to use the FY 2019-20 SGR allocation to augment and continue the agency's ongoing work on updating bus stops and shelters throughout LAVTA's service area. Many passenger shelters and amenities in LAVTA's service area are past their useful life and in need of rehabilitation and/or replacement, and other locations are in need of updating following implementation of the Comprehensive Operational Analysis in 2016.

Attachment 1 is a Board resolution as required by Caltrans and MTC which would authorize the Executive Director to request allocations for specific projects and execute the necessary Certifications and Assurances with Caltrans.

**Fiscal Impact**

The FY 19-20 SGR allocation is included in the FY 2019-20 agency budget. It is anticipated that SCO will announce final revised estimates for FY19-20 in August and the first of four quarterly payments will be made in November.

**Recommendation**

Staff recommends the Committee refer Resolution 18-2019 to the Board of Directors in support of an allocation request to MTC and Caltrans for the State Transit Assistance State of Good Repair (SGR) Program.

Attachments:

1. Resolution 18-2019

**RESOLUTION NO. 18-2019**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE  
AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZING THE  
SUBMITTAL OF APPLICATIONS, SUPPORTING DOCUMENTS AND  
EXECUTION OF FUNDING AGREEMENTS FOR THE FISCAL YEAR 2019-  
2020 STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR PROGRAM  
FOR BUS SHELTER AND STOP MAINTENANCE**

**WHEREAS**, the Livermore Amador Valley Transit Authority is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, the State Controller's Office has released the Fiscal Year 2020 SGR apportionments and LAVTA is estimated to receive \$52,305 in SGR funds; and

**WHEREAS**, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

**WHEREAS**, the Department has designated the Metropolitan Transportation Commission (MTC) as the regional entity responsible for coordinating the administration of all SGR projects and distribution of SGR funds to eligible project sponsors (local agencies) within the nine-county Bay Area; and

**WHEREAS**, the Livermore Amador Valley Transit Authority wishes to delegate the submittal of applications, necessary supporting documents, and any amendments thereto to the Executive Director;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit projects; and

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Executive Director be authorized to execute all required documents of the SGR program and any amendments thereto with the Metropolitan Transportation Commission and California Department of Transportation.

**PASSED AND ADOPTED** by the governing body of the Livermore Amador Valley Transit Authority (LAVTA) this 1st day of July 2019.

BY \_\_\_\_\_  
David Haubert, Chair

ATTEST \_\_\_\_\_  
Michael Tree, Executive Director

# **AGENDA**

## **ITEM 8**



## STAFF REPORT

SUBJECT: New Joint Powers Agreement for CalTIP

FROM: Michael Tree, Executive Director

DATE: June 25, 2019

---

### **Action Requested**

Passage of the attached Resolution No. 19-2019 acknowledging the Livermore Amador Valley Transit Authority approval of the amended Joint Powers Agreement forming the California Transit Systems Joint Powers Authority and authorizing the Executive Director to sign the amended Agreement.

### **Background**

The Livermore Amador Valley Transit Authority joined California Transit Systems Joint Powers Authority (CalTIP or Authority) in 1999 to obtain liability and vehicle physical damage coverage and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. CalTIP has provided competitive rates and needed risk management services over the years. As were many other self-insurance pools, CalTIP was formed in 1987 during a difficult time for public entities to obtain coverage from the insurance market. Although the difficulty of obtaining insurance from the standard markets eventually waned, the coverage provided by the insurance industry usually was not tailored to the specific needs of the public entities and did not provide the tailored risk management services.

CalTIP was formed with the signing of a joint powers agreement by each of its members. The Agreement was drafted in 1987 and was last amended in May 2011 to align the document with current operations and practices of the authority at that time. The document has not been updated since then.

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

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

At its April 18<sup>th</sup> meeting, the CalTIP Board approved submitting the amended Joint Powers Authority Agreement to the Parties for approval. In addition, the CalTIP Board approved the

Bylaws as amended to become effective upon approval of the Agreement. While the CalTIP Board has the authority to approve the amendments to the CalTIP Bylaws, because the Agreement makes reference to that document, it has been included for informational purposes.

### **Discussion**

The Agreement needs to be adopted by the governing bodies of at least three-fourths of the members of CalTIP, although CalTIP believes it best to have all members adopt the amended Agreement. The amendments are intended to address ongoing challenges with quorum requirements and provide the CalTIP Board the flexibility and ability to make decisions and carry-forth initiatives in a more expeditious manner to the benefit of the organization. Each member, including the Livermore Amador Valley Transit Authority has representation on the CalTIP Board of Directors and each director has similar interests in the operations of CalTIP because each member is a transit agency similar to the Livermore Amador Valley Transit Authority. Thus, staff respectfully requests the Board of Directors to pass the attached Resolution No. 19-2019.

### **Financial Impact**

None

### **Recommendation**

Passage of the attached Resolution No. 19-2019 acknowledging the Livermore Amador Valley Transit Authority approval of the amended Joint Powers Agreement forming the California Transit Systems Joint Powers Authority and authorizing the Executive Director to sign the amended Agreement.

### **Attachments:**

1. Resolution 19-2019
2. Comparison Chart of JPA Agreements
3. Amended CalTIP Joint Powers Agreement – 2019
4. Amended CalTIP Bylaws – 2019

RESOLUTION NO. 19-2019

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY  
TRANSIT AUTHORITY APPROVING THE AMENDED JOINT POWERS AUTHORITY  
AGREEMENT FORMING THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS  
AUTHORITY

WHEREAS, on the 4th day of October 1999, by its Resolution No. 15-99, the 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 the Livermore Amador Valley Transit Authority coverage for such liabilities including losses to vehicles at overall cost-effective pricing;

WHEREAS, the Board of Directors of the Livermore Amador Valley Transit Authority finds it is in its best interest to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP;

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

WHEREAS, 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 the Livermore Amador Valley Transit Authority 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 to sign the amended joint powers authority agreement that shall enable the Livermore Amador Valley Transit Authority to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP.

THIS RESOLUTION DULY PASSED this 1st day of July, 2019.

BY \_\_\_\_\_  
David Haubert, Chair

ATTEST \_\_\_\_\_  
Michael Tree, Executive Director

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

Current to Proposed:

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

**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

**JOINT POWERS AUTHORITY AGREEMENT**

May 2011

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### JOINT POWERS AUTHORITY AGREEMENT

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

#### 4 5 **RECITALS**

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

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

- 13
- 14 • Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to
  - 15 property;
  - 16 • Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers
  - 17 authorities or public entity pooling arrangement; and
  - 18 • Sharing the administration of the Authority created by this document.
- 19

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

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

#### 24 25 **AGREEMENT**

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

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

#### 32 33 **ARTICLE I - PURPOSE**

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

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

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

47  
48 Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public  
49 entity separate and apart from the Parties. This public entity created by this Agreement shall be known  
50 as the California Transit Systems Joint Powers Authority.  
51

52 **ARTICLE III - DEFINITIONS**

- 53  
54 1. "Authority" shall mean the California Transit Systems Joint Powers Authority.  
55 2. "Board" or "Board of Directors" shall mean the governing board of the Authority.  
56 3. "Coverage Programs" shall mean programs as defined and adopted by the Board which may, but  
57 need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or  
58 participation in other public entity pooling programs.  
59 4. "Coverage Program Documents" shall mean the Master Program Document defining the policies  
60 and procedures of the program and the Memorandum of Coverage defining the coverage  
61 provided by the program.  
62 5. "Contributions" shall mean payments by Members to the Authority, for other than interest,  
63 penalties paid, or reimbursements for payments made on behalf of the Member, for which the  
64 Authority is not liable.  
65 6. "Governing Documents" shall be those documents described in Article VII, Governing  
66 Documents.  
67 7. "Member" or collectively "Members" shall mean a Party who is participating in a particular  
68 Coverage Program.  
69 8. "Party" shall mean a signatory to this Agreement.  
70 9. "Officer" shall mean an officer of the Authority as defined in Article XIII.  
71

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

73  
74 Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who  
75 are signatories to this Agreement, and any signatories that may sign this Agreement in the future,  
76 pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement  
77 as respects the remaining Parties and those remaining Parties' intent to be bound by this Agreement.  
78

79 **ARTICLE V - TERM OF AGREEMENT**

80  
81 As authorized by Government Code Section 6510, this Agreement was effective from May 1, 1987 and  
82 shall stay in full force, as is, as amended on May 1, 2012 or any other subsequent amendments, until  
83 terminated in accordance with Article XX.  
84  
85  
86  
87



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

89  
90 The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of  
91 Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all  
92 acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:  
93

- 94 1. Make and enter into contracts;  
95 2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the  
96 debt, liability or obligation of any Party except as otherwise provided;  
97 3. Acquire, hold or dispose of real and personal property;  
98 4. Receive contributions and donations of property, funds, services and other forms of assistance  
99 from any source;  
100 5. Assess Parties as deemed appropriate by the Board;  
101 6. Sue and be sued in its own name;  
102 7. Acquire, construct, manage and maintain buildings; and  
103 8. Lease real or personal property including property of a Party, and receive, collect, invest and  
104 disburse monies.  
105

106 These powers shall be executed in a manner provided by appropriate law and as set forth in this  
107 Agreement.  
108

109 **ARTICLE VII - GOVERNING DOCUMENTS**

110  
111 The Board of Directors shall adopt Bylaws consistent with this Agreement and applicable law to govern  
112 the operations of the Authority. The Board of Directors may adopt Coverage Program Documents,  
113 consistent with this Agreement and the Bylaws. These Coverage Program Documents define the  
114 Coverage Programs, the Members rights and duties, the Authority's rights and duties, and the  
115 operations of the programs. The Board may also adopt policies and procedures, consistent with this  
116 Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority's  
117 operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and  
118 procedures adopted by the Board shall constitute the Governing Documents of the Authority.  
119

120 Unless otherwise stated, a Governing Document may be amended by a majority of the Board of  
121 Directors at a duly noticed regular or special Board meeting.  
122

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

124  
125 The Parties to this Agreement shall have the following responsibilities:  
126

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

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

133  
134 The Parties reserve unto themselves the following powers:

- 135  
136 1. To amend this Agreement;  
137 2. Appoint the Representatives and Alternates to the Board of Directors; and  
138 3. To terminate the Authority in accordance with Article XX.  
139

140 **ARTICLE X - BOARD OF DIRECTORS**

141  
142 There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall  
143 have all the powers of the Authority except those specifically reserved to the Parties. The Board of  
144 Directors shall have the authority to create committees as deemed necessary for the operations of the  
145 Authority. The Board has the power to delegate any and all of its powers, not specifically reserved  
146 exclusively to the Board, to a committee or an Officer of the Authority.  
147

148 The Board of Directors shall consist of one Director and one Alternate from each Party to this  
149 Agreement. The Party shall appoint by official action an officer or employee of the Party to be the  
150 Director and such appointment shall remain in effect until such time as the Party appoints another to be  
151 the Director. The Party shall appoint by official action an officer or employee of the Party to be the  
152 Alternate and such appointment shall remain in effect until such time as the Party appoints another to  
153 be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the  
154 Director for which he/she is an Alternate is absent from the meeting.  
155

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

157  
158 The Board may not delegate to any committee, office or person the authority to:

- 159  
160 1. Adopt, amend or alter the Bylaws;  
161 2. Adopt the Authority's Annual Budget;  
162 3. Create a Coverage Program;  
163 4. Accept a Party to this Agreement; or  
164 5. Expel a Party to this Agreement.  
165

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

167  
168 The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings  
169 may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be  
170 open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall  
171 keep full and complete minutes of all Board meetings.  
172  
173  
174  
175

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

177  
178 The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall  
179 appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in  
180 the Bylaws.

181  
182 In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board  
183 shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the  
184 treasurer and auditor as described in Government Code Section 6505.5.

185  
186 The Board may appoint other officers of the Authority as described in the Bylaws.  
187

188 **ARTICLE XIV - ANNUAL BUDGET**

189  
190 Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year  
191 prior to the inception of that year.  
192

193 **ARTICLE XV - ADMINISTRATION OF FUNDS**

194  
195 The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and  
196 disbursements in conformity with Government Code Section 6505. All funds of the Authority may be  
197 held in common although there shall be a separate accounting for funds of each Coverage Program.  
198

199 **ARTICLE XVI - NEW PARTIES**

200  
201 Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to  
202 accept a prospective Party, after reviewing their application, with at least two-thirds affirmative vote of  
203 the entire Board. The membership shall become effective upon the Board's approval and the signing of  
204 this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all  
205 other requirements imposed upon membership by the Bylaws or other Governing Documents.  
206

207 **ARTICLE XVII - WITHDRAWAL**

208  
209 A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at  
210 least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may  
211 withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the  
212 Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may  
213 rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of  
214 the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party's request  
215 pursuant to the Bylaws at any time.  
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**ARTICLE XVIII - EXPULSION**

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

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

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

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

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

**ARTICLE XX - TERMINATION AND DISTRIBUTION**

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

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

**ARTICLE XXI - LIABILITY AND INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXVI - AGREEMENT COMPLETE**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name of Authorized Signor

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

\_\_\_\_\_  
Name of Agency

**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

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

**As Amended 2019**

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

#### 4 **RECITALS**

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

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

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

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

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

#### 23 **AGREEMENT**

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

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

#### 32 **ARTICLE I - PURPOSE**

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

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

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

48  
49 Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public  
50 entity separate and apart from the Parties. This public entity created by this Agreement shall be known  
51 as the California Transit Systems Joint Powers Authority.  
52

53  
54 **ARTICLE III - DEFINITIONS**

- 55  
56 1. "Authority" shall mean the California Transit Systems Joint Powers Authority.  
57 2. "Board" or "Board of Directors" shall mean the governing board of the Authority.  
58 3. "Coverage Programs" shall mean programs as defined and adopted by the Board which may, but  
59 need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or  
60 participation in other public entity pooling programs.  
61 4. "Coverage Program Documents" shall mean the Master Program Document defining the policies  
62 and procedures of the program and the Memorandum of Coverage defining the coverage  
63 provided by the program.  
64 5. "Contributions" shall mean payments by Members to the Authority, for other than interest,  
65 penalties paid, or reimbursements for payments made on behalf of the Member, for which the  
66 Authority is not liable.  
67 6. "Governing Documents" shall be those documents described in Article VII, Governing  
68 Documents.  
69 7. "Member" or collectively "Members" shall mean a Party who is participating in a particular  
70 Coverage Program.  
71 8. "Party" shall mean a signatory to this Agreement.  
72 9. "Officer" shall mean an officer of the Authority as defined in Article XIII.  
73

74  
75 **ARTICLE IV - PARTIES TO THIS AGREEMENT**

76  
77 Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who  
78 are signatories to this Agreement, and any signatories that may sign this Agreement in the future,  
79 pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement  
80 as respects the remaining Parties and those remaining Parties' intent to be bound by this Agreement.  
81

82  
83 **ARTICLE V - TERM OF AGREEMENT**

84  
85 As authorized by Government Code Section 6510, this Agreement which was originally effective May  
86 1, 1987 shall stay in full force, as amended from time to time, until terminated in accordance with  
87 Article XX.

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

89  
90 The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of  
91 Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all  
92 acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

- 93  
94 1. Make and enter into contracts;  
95 2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the  
96 debt, liability or obligation of any Party except as otherwise provided;  
97 3. Acquire, hold or dispose of real and personal property;  
98 4. Receive contributions and donations of property, funds, services and other forms of assistance  
99 from any source;  
100 5. Assess Parties as deemed appropriate by the Board;  
101 6. Sue and be sued in its own name;  
102 7. Acquire, construct, manage and maintain buildings; and  
103 8. Lease real or personal property including property of a Party, and receive, collect, invest and  
104 disburse monies.

105  
106 These powers shall be executed in a manner provided by appropriate law and as set forth in this  
107 Agreement.

108  
109  
110 **ARTICLE VII - GOVERNING DOCUMENTS**

111  
112 The attached amended Bylaws shall be deemed adopted upon the effective date of this Agreement.  
113 Thereafter, the Board of Directors may amend the Bylaws consistent with this Agreement and  
114 applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage  
115 Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program  
116 Documents define the Coverage Programs, the Members' rights and duties, the Authority's rights and  
117 duties, and the operations of the programs. The Board may also adopt policies and procedures,  
118 consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the  
119 governance of the Authority's operations and activities. The Agreement, the Bylaws, Coverage Program  
120 Documents and policies and procedures adopted by the Board shall constitute the Governing  
121 Documents of the Authority.

122  
123 Unless otherwise stated, a Governing Document may be amended by a majority of the Board of  
124 Directors at a duly noticed regular or special Board meeting.

125  
126  
127 **ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES**

128  
129 The Parties to this Agreement shall have the following responsibilities:

- 130  
131 1. To abide by the terms of this Agreement and other Governing Documents;  
132 2. To cooperate fully with the Authority in the settlement of claims;  
133 3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and  
134 4. To appoint a Director and one or more Alternates to the Board of Directors and to  
135 reappoint those positions upon the departure of anyone from those positions.

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

137  
138 The Parties reserve unto themselves the following powers:

- 139  
140 1. To amend this Agreement;  
141 2. Appoint the Representatives and Alternates to the Board of Directors; and  
142 3. To terminate the Authority in accordance with Article XX.  
143  
144

145 **ARTICLE X - BOARD OF DIRECTORS**

146  
147 There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall  
148 have all the powers of the Authority except those specifically reserved to the Parties. The Board of  
149 Directors shall have the authority to create committees as deemed necessary for the operations of the  
150 Authority. The Board has the power to delegate any and all of its powers, not specifically reserved  
151 exclusively to the Board, to a committee or an Officer of the Authority.  
152

153 The Board of Directors shall consist of one Director and one or more Alternates for each Party to this  
154 Agreement as provided for in the Bylaws.  
155  
156

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

158  
159 The Board may not delegate to any committee, office or person the authority to:

- 160  
161 1. Adopt, amend or alter the Bylaws;  
162 2. Adopt the Authority's Annual Budget;  
163 3. Create a Coverage Program;  
164 4. Accept a Party to this Agreement; or  
165 5. Expel a Party to this Agreement.  
166  
167

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

169  
170 The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings  
171 may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be  
172 open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall  
173 keep full and complete minutes of all Board meetings.

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

175  
176 The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall  
177 appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in  
178 the Bylaws.

179  
180 In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board  
181 shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the  
182 treasurer and auditor as described in Government Code Section 6505.5.

183  
184 The Board may appoint other officers of the Authority as described in the Bylaws.  
185

186 **ARTICLE XIV - ANNUAL BUDGET**

187  
188  
189 Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year  
190 prior to the inception of that year.  
191

192 **ARTICLE XV - ADMINISTRATION OF FUNDS**

193  
194  
195 The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and  
196 disbursements in conformity with Government Code Section 6505. All funds of the Authority may be  
197 held in common although there shall be a separate accounting for funds of each Coverage Program.  
198

199 **ARTICLE XVI - NEW PARTIES**

200  
201  
202 Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to  
203 accept a prospective Party, after reviewing their application. The membership shall become effective  
204 upon the Board's approval and the signing of this Agreement, participation in all mandatory Coverage  
205 Programs, and compliance with any and all other requirements imposed upon membership by the  
206 Bylaws or other Governing Documents.  
207

208 **ARTICLE XVII - WITHDRAWAL**

209  
210  
211 A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at  
212 least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may  
213 withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the  
214 Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may  
215 rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of  
216 the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party's request  
217 pursuant to the Bylaws at any time.

218 **ARTICLE XVIII - EXPULSION**

219  
220 The Board may expel a Party to this Agreement as a Party as provided for in the Bylaws. The expelled  
221 Party shall be given written notice of such action of the Board at least ninety-days prior to the effective  
222 date of the expulsion.  
223  
224

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

226  
227 Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party  
228 shall not be construed to be completion of the purpose of the Agreement and shall not require the  
229 return of any Contributions, payments or advances made by the Party until the Agreement is rescinded  
230 or terminated by all Parties in accordance with Article XX.  
231

232 Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities  
233 defined in any Governing Document or Coverage Program Document for the period of time in which the  
234 Party participated, including, but not limited to:  
235

- 236 1. Cooperate fully with the Authority in the investigation and settlement of a claim;  
237 2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due  
238 and payable; and  
239 3. Provide any statistical or loss experience data and other information as may be necessary for  
240 the Authority to carry out the purpose of this Agreement.  
241  
242

243 **ARTICLE XX - TERMINATION AND DISTRIBUTION**

244  
245 This Agreement may be terminated at any time with written consent of three-fourths of the Parties;  
246 provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all  
247 claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority.  
248 The Board shall be vested with all the powers of the Authority for the purposes of winding down and  
249 dissolving the business affairs of the Authority, including the power to assess past and present Parties in  
250 accordance with Coverage Program Documents.  
251

252 In accordance with Government Code Section 6512, all assets of the Authority shall be distributed  
253 among those who were Parties within ten years of termination, in proportion to the Parties'  
254 Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not  
255 jeopardize the payment of any claim or liability that may arise in the future.  
256  
257

258 **ARTICLE XXI - LIABILITY AND INDEMNIFICATION**

259  
260 Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall  
261 not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions,  
262 imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party  
263 and of the Authority and not the agent of any Party or of the Authority. In contemplation of the  
264 provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly

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

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

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

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

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

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

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

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

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

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

**ARTICLE XXVI - AGREEMENT COMPLETE**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name of Authorized Signor

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

\_\_\_\_\_  
Name of Agency



**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

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

**As Amended 2019**

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

#### **RECITALS**

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

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

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

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

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

#### **AGREEMENT**

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

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

#### **ARTICLE I - PURPOSE**

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

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

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

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

## **ARTICLE III - DEFINITIONS**

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

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

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

## **ARTICLE V - TERM OF AGREEMENT**

As authorized by Government Code Section 6510, this Agreement which was originally effective May 1, 1987 shall stay in full force, as amended from time to time, until terminated in accordance with Article XX.

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

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

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

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

## **ARTICLE VII - GOVERNING DOCUMENTS**

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

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

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

The Parties to this Agreement shall have the following responsibilities:

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

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

The Parties reserve unto themselves the following powers:

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

## **ARTICLE X - BOARD OF DIRECTORS**

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

The Board of Directors shall consist of one Director and one or more Alternates for each Party to this Agreement as provided for in the Bylaws.

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

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

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

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

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

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

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

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

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

### **ARTICLE XIV - ANNUAL BUDGET**

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

### **ARTICLE XV - ADMINISTRATION OF FUNDS**

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

### **ARTICLE XVI - NEW PARTIES**

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

### **ARTICLE XVII - WITHDRAWAL**

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

## **ARTICLE XVIII - EXPULSION**

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

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

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

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

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

## **ARTICLE XX - TERMINATION AND DISTRIBUTION**

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

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

## **ARTICLE XXI - LIABILITY AND INDEMNIFICATION**

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



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

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

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

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

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

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

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

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

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

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

**ARTICLE XXVI - AGREEMENT COMPLETE**

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

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

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name of Authorized Signor

\_\_\_\_\_  
Signature of Authorized Signor

\_\_\_\_\_  
Title of Authorized Signor

\_\_\_\_\_  
Name of Agency

**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

**BYLAWS**

Effective – 2019

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## **BYLAWS**

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

### **ARTICLE I - DEFINITIONS**

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

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

### **ARTICLE II - OFFICES**

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

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

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

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

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

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

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

## **B. MEETINGS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE V - OVERSIGHT COMMITTEE**

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

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

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

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

## **ARTICLE VI - ADDITIONAL COMMITTEES**

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

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

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

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

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

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



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

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

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

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

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

## **C. OTHER COMMITTEES**

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

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

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

## **ARTICLE VII – FISCAL YEAR**

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

## **ARTICLE VIII - BUDGET**

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

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

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

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

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

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

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

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

## **ARTICLE XI - COVERAGE PROGRAMS**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XVI - AMENDMENTS**

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

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

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

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833

## **AGENDA**

### **ITEM 9**

## LAVTA COMMITTEE ITEMS - June 2019 - October 2019

### Finance & Administration Committee

#### June

	Action	Info
Minutes	X	
Treasurers Report	X	
LAIF	X	
FY 18-19 Funding STA SGR Board Rsolutions	X	

#### July

	Action	Info
Minutes	X	
Treasurers Report	X	
*Typically July committee meetings are cancelled		

#### August

	Action	Info
Minutes	X	
Treasures Report	X	
Procurement Policy Update	X	
FTA Funding resolutions 5307, 5309, and 5311	X	

#### September

	Action	Info
Minutes	X	
Treasurers Report	X	
Conflict of Interest - even numbered years	X	

#### October

	Action	Info
Minutes	X	
Treasurers Report	X	
CAFR	X	
TDA Triennial Audit (last in '16)	X	