



# **RESOLUTION No. 19-389**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE JOINT POWERS AGREEMENT FOR THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY AND AUTHORIZING THE TRANSIT SERVICES DIVISION MANAGER TO SIGN THE AMENDED AGREEMENT**

WHEREAS, the Board of Supervisors adopted Resolution 87-482 on October 20, 1987 executing an agreement with California Transit Systems Joint Powers (Insurance) Authority (CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses; and

WHEREAS, CalTIP has provided the County of Nevada Transit Services Division coverage for such liabilities at overall cost-effective pricing; and

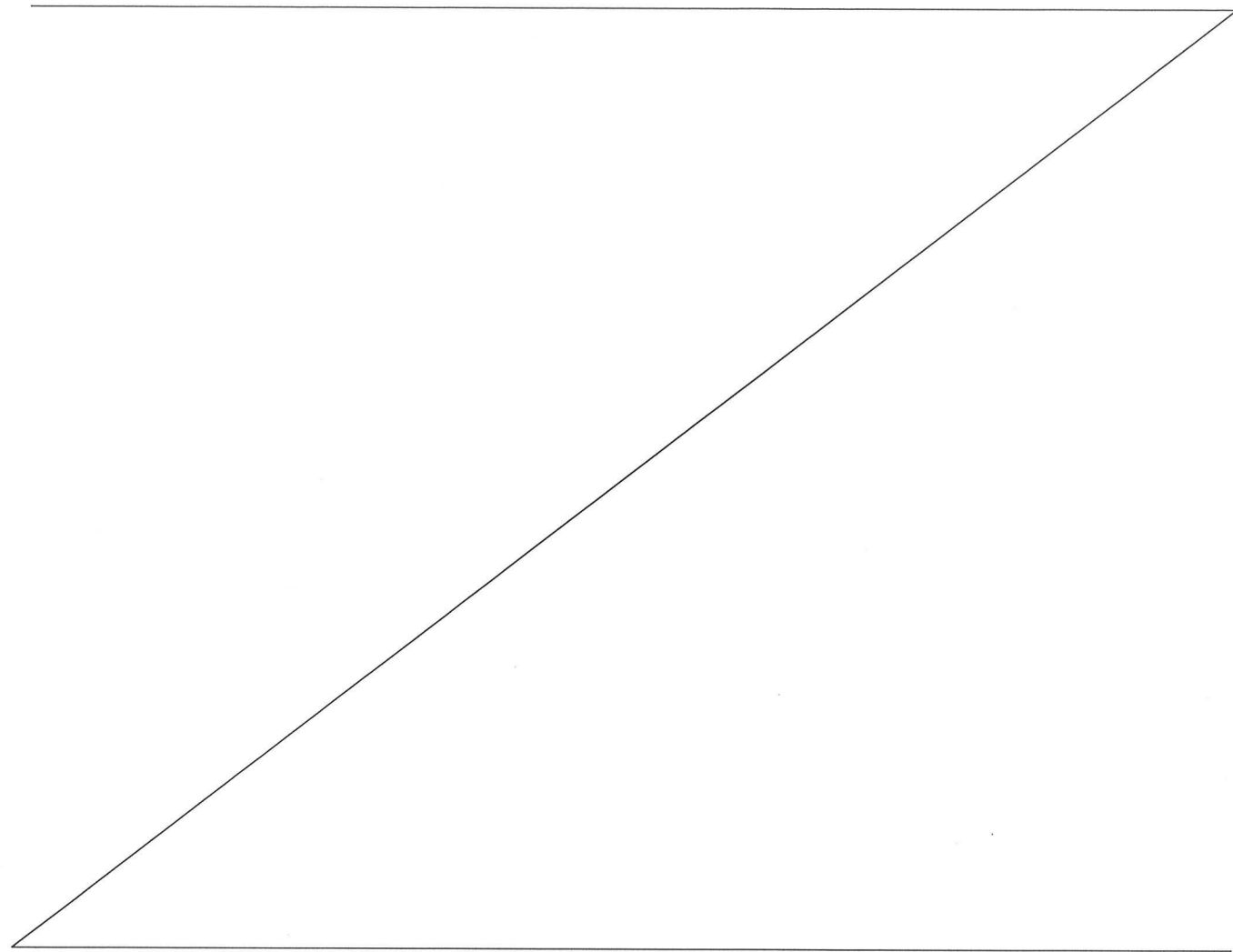
WHEREAS, the Board of Supervisors finds it in the best interest of the County of Nevada to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP; and

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; and

WHEREAS, the Board of Supervisors 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 Supervisors of the County of Nevada accepts the changes to the Joint Powers Authority agreement as presented; and

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the Transit Services Division Manager, as the County representative on the CalTIP Board of Directors, to sign the amended Joint Powers Authority agreement that shall enable the County of Nevada Transit Services Division to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of July, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

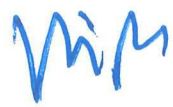
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

7/9/2019 cc: Transit\*  
AC\*

**CALIFORNIA TRANSIT SYSTEMS**

**JOINT POWERS AUTHORITY**

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

**As Amended 2019**

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**AMENDED AND RESTATED  
JOINT POWERS AUTHORITY AGREEMENT**

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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  
24 **AGREEMENT**

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  
33  
34 **ARTICLE I - PURPOSE**

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.  
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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

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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.

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

The Parties reserve unto themselves the following powers:

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

**ARTICLE X - BOARD OF DIRECTORS**

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

The Board of Directors shall consist of one Director and one 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.



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

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187 **ARTICLE XIV - ANNUAL BUDGET**

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

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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  
200 **ARTICLE XVI - NEW PARTIES**

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.  
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209 **ARTICLE XVII - WITHDRAWAL**

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

225  
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 **ARTICLE XX - TERMINATION AND DISTRIBUTION**

243  
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 **ARTICLE XXI - LIABILITY AND INDEMNIFICATION**

258  
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

265 upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that  
266 code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and  
267 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or  
268 employees by law for injury caused by a negligent or wrongful act or omission occurring in the  
269 performance of this Agreement, to the same extent that such liability would be imposed in the absence  
270 of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party  
271 shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed  
272 upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California  
273 Civil Code are made a part of this Agreement as if set forth fully in this Agreement.  
274

275 The members of the Board of Directors and the Officers and employees of the Authority shall act in good  
276 faith and in the best interests of the Authority in the performance of their duties. The members of the  
277 Board of Directors and Officers and employees shall be liable for an act or omission within the scope of  
278 their employment with the Authority as a public entity only in the event that they act or fail to act  
279 because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or  
280 omissions by another member of the Board. Funds of the Authority shall be used to defend and  
281 indemnify members of the Board, Officers, and employees for any act or omission pursuant to the  
282 provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase  
283 insurance covering acts or omissions of the Board of Directors, Officers, and employees.  
284  
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286 **ARTICLE XXII - NOTICES**

287  
288 Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the  
289 Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as  
290 established by Resolution. Notices of meetings may be given by electronic mail to the respective  
291 electronic mail addresses on file with the Authority, which notice shall be deemed sufficient notice.  
292  
293

294 **ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

295  
296 No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor,  
297 assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share,  
298 interest, fund, premium, or asset of the Authority.  
299

300 **ARTICLE XXIV - ARBITRATION**

301  
302  
303 Any controversy between the Parties hereto arising out of this Agreement shall be submitted to  
304 arbitration, and such arbitration shall comply with and be governed by the provisions of the California  
305 Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.  
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308 **ARTICLE XXV - AMENDMENTS**

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

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**ARTICLE XXVI - AGREEMENT COMPLETE**

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

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

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

By: \_\_\_\_\_  
Printed Name of Authorized Signor

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

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

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

**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