

RESOLUTION No. 87482

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

(A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT OR AGREEMENT)

BE IT HEREBY RESOLVED by the	Board o	of Supervi	sors, of the County of Nevada,
State of California, that the Chai	rman of	the Board	of Supervisors be and he is
hereby authorized to execute, on b	ehalf of	the Coun	ty of Nevada, that certain
	AGREEMEN	IT	
dated thelst day of	July		, 19 <u>87</u> by and between
said County andCalifornia T	ransit S	Systems Jo	int Powers
Insurance Authority			
pertaining to providing liability	insurar	ice covera	ge for the Gold Country
Stage transit system.			
PASSED AND ADOPTED by the Board of	Supervi	sors of th	ne County of Nevada at a regular
meeting of said Board, held on the $__$ 2	<u>20th</u>	day of	October , 19 ₈₇ ,
by the following vote of said Board:	Ayes: Su Jim Noes:	pervisors T Neir, Bi None	odd Juvinall, Joel Gustafson, 11 Schultz, Crawford Bost
ATTEST;	Absent:	None	
CATHY R. THOMPSON	Abstain:	None	
Clerk of the Board of Supervisors		110110	XXXII SURURIA
By Muly 1. Shull position			Chairman
		DATE	COPIES SENT TO
		10/21/87	Safety Officer (2) / Co. Counsel
			co. counsel A

JOINT POWERS AGREEMENT

CREATING

CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS INSURANCE AUTHORITY

TABLE OF CONTENTS JOINT POWERS AGREEMENT CALIFORNIA TRANSIT SYSTEMS JOINT POWERS INSURANCE AUTHORITY

		× ×	Page
RECITALS	5	• • • • • • • • • • • • • • • • • • • •	 1
ARTICLE	1	DEFINITIONS	 2
ARTICLE	2	PURPOSES	 4
ARTICLE	3	PARTIES TO AGREEMENT	 5
ARTICLE	4	TERM OF AGREEMENT	 5
ARTICLE	5	CREATION OF AUTHORITY	 6
ARTICLE	6	POWERS OF AUTHORITY	 6
ARTICLE	7	RESPONSIBILITIES OF THE AUTHORITY	 7
ARTICLE	8	RESPONSIBILITIES OF PROPERTIES	 8
ARTICLE	9	BOARD OF DIRECTORS	 9
ARTICLE	10	POWERS OF THE BOARD OF DIRECTORS	 10
ARTICLE	11	MEETINGS OF THE BOARD OF DIRECTORS	 12
ARTICLE	12	EXECUTIVE COMMITTEE	 13
ARTICLE	13	DELEGATION OF POWERS TO THE EXECUTIVE	
		COMMITTEE	 14
ARTICLE	14	MEETINGS OF THE EXECUTIVE COMMITTEE	 14
ARTICLE	15	JOINT PROTECTION PROGRAM COVERAGE	 14
ARTICLE	16	ACCOUNTS, RECORDS AND AUDITS	 14
ARTICLE	17	ESTABLISHMENT AND ADMINISTRATION	
		OF FUNDS	 15
ARTICLE	18	DEPOSIT	 16
ARTICLE	19	RETROSPECTIVE ADJUSTMENTS	 16
ARTICLE	20	NEW MEMBERS	 16
ARTICLE	21	WITHDRAWAL	 17
ARTICLE	22	CANCELLATION	 18

		<u>Page</u>
ARTICLE 23 EFFECT OF	WITHDRAWAL	18
ARTICLE 24 TERMINATI	ON AND DISTRIBUTION	19
ARTICLE 25 PROVISION	FOR BY-LAWS	20
ARTICLE 26 LIABILITY	AND INDEMNIFICATION	20
ARTICLE 27 NOTICES .		21
ARTICLE 28 AMENDMENT	¬	21
ARTICLE 29 PROHIBITI	ON AGAINST ASSIGNMENT	22
ARTICLE 30 AGREEMENT	COMPLETE	22

JOINT POWERS AGREEMENT CALIFORNIA TRANSIT SYSTEMS JOINT POWERS INSURANCE AUTHORITY

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

RECITALS

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

- (a) "Associate Member" shall mean a California nonprofit corporation which operates a fixed route public transportation service.
- (b) "Authority" shall mean the California Transit Systems Joint Powers Insurance Authority created by this agreement.
- (c) "Board of Directors" or "Board" shall mean the governing body of the Authority.
- (d) "Claim" shall mean a demand made against a Property which is within the Authority's Joint Protection Program as developed by the Board of Directors.
- (e) "Contribution" shall mean the sum of a Property's

 Deposit and additional assessments determined by the Cost Allocation Plan for a fiscal year.
- (f) "Cost Allocation Plan" shall mean the formula, adopted by the Board, to allocate the costs of losses, expenses and Contributions to a catastrophic fund or other reserve, to individual Properties.

- (g) "Deposit" shall mean the amount determined by the Board annually, as necessary to fund the Joint Protection Program of the Authority.
- (h) "Excess Insurance" shall mean that insurance which may be purchased by or on behalf of the Authority to protect the Properties against catastrophic losses or an unusual frequency of losses during a single year.
- (i) "Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.
- (j) "Fiscal Year" shall mean that period of twelve months which is established as the fiscal year of the Authority by the Board of Directors.
- (k) "Joint Protection Program" shall mean and include a program or programs of self-insurance or commercial insurance, or Excess Insurance, or both.
- (1) "Non-participating Property" shall mean, in regards to a specific Joint Protection Program, a Property which is not participating in that Joint Protection Program.
- (m) "Property" or "Properties" shall mean those public agencies organized and existing under the laws of California and empowered by law to provide public transportation service, including but not limited to transportation districts, cities, counties, and other local or regional governmental entities, which have executed this agreement. Public transportation service includes but is not limited to transportation services of all kinds, including service for the elderly and handicapped. The Authority may establish Associate Members, by separate agreement with the Authority, upon approval of the

Board of Directors, provided that any prospective Associate Member shall not affect the financing capabilities or other powers of the Authority. An Associate Member which executes such agreement with the Authority shall be deemed to be included within the term Property except as otherwise provided in this agreement. An Associate Member shall not be considered a party to this agreement within the meaning of the provisions of California Government Code Section 6500 and following. An Associate Member shall have all of the responsibilities and obligations of a Property as provided in this agreement. The Properties hereby agree that the Long Beach Public Transportation Company and the San Diego Transit Corporation may become Associate Members by executing this agreement.

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

ARTICLE 2 PURPOSES

This Agreement is entered into by the Properties pursuant to the provisions of California Government Code Sections 990, 990.4, 990.8 and 6500 et seq. in order to provide comprehensive and economical public liability, workers' compensation, and property coverage, or coverage for other risks which the Board of Directors may include in a Joint Protection Program. Additional purposes of this agreement are to reduce the amount and frequency of losses and decrease the cost incurred by Properties in handling and litigating claims. These purposes shall be accomplished through the exercise of the powers of the Properties jointly in the creation of a separate entity, the California Transit Systems Joint Powers Insurance Authority, to

administer Joint Protection Programs for the Properties, to pool their losses and Claims, jointly purchase commercial and Excess Insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, legal, and related services.

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

ARTICLE 3 PARTIES TO AGREEMENT

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

ARTICLE 4 TERM OF AGREEMENT

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

ARTICLE 5 CREATION OF AUTHORITY

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

ARTICLE 6 POWERS OF AUTHORITY

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

- (a) To make and enter into contracts;
- (b) To incur debts, liabilities or obligations, to issue bonds, notes, or other evidences of indebtedness, and make and enter into contracts and other instruments for the issuance and sale of certificates of participation to fund the purposes of this agreement and to secure the performance of related agreements, including reinsurance contracts and credit facilities;
- (c) To acquire, receive, hold or dispose of property, Contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
 - (d) To sue and be sued in its own name; and

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

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

ARTICLE 7 RESPONSIBILITIES OF THE AUTHORITY

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

- (a) Provide Joint Protection Programs by negotiation or bid, and purchase, as determined necessary by the Board of Directors.
- (b) Assist each Property's designated risk manager with the implementation of risk management functions relating to risks within the Property covered by the Joint Protection Program.
- (c) Provide claims adjusting and subrogation services for Claims covered by the Joint Protection Program.
- (d) Provide loss analysis and control services by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

- (e) Conduct risk management audits to review the participation of each Property in the Joint Protection Program as deemed necessary by the Board of Directors.
- (f) Such other responsibilities as deemed necessary by the Board of Directors.
 - (g) Issue Procedures Manual.

ARTICLE 8 RESPONSIBILITIES OF PROPERTIES

Properties shall have the following responsibilities:

- (a) The governing body of each Property shall appoint a Director and at least one alternate Director to the Board of Directors, pursuant to Article 9 of this agreement.
- (b) Each Property shall appoint an employee of the Property to be responsible for the risk management function within that Property and to serve as a liaison between the Property and the Authority as to risk management.
- (c) Each Property shall maintain an active safety officer or safety committee, or both, and shall consider all recommendations of the Authority concerning unsafe practices.
- (d) Each Property shall maintain a set of records, including a loss log, in all categories of risk covered by the Joint Protection Program, to insure the accuracy of the Authority's loss reporting system, until no longer deemed necessary by the Board of Directors.

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

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

- (f) Each Property shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Joint Protection Program under this agreement.
- (g) Each Property shall in any and all ways cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this agreement, the Joint Protection Program, and covered Claims and will comply with all bylaws, rules and regulations adopted by the Board of Directors.

ARTICLE 9 BOARD OF DIRECTORS

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

- (b) Each Director or alternate of the Board shall serve until a successor is appointed. Each Director or alternate shall serve at the pleasure of the Property by which he or she has been appointed.
- (c) Each Director or alternate shall have one vote. Directors or their alternates may not vote on issues concerning a Joint Protection Program for which the entity is a Non-Participating Property.
- (d) The unexcused absence of a Director or alternate from two consecutive meetings of the Board shall be cause for the appointment of a new Director by the governing body of the appointing Property.
- (e) The Director and alternate Director of an Associate Member shall be entitled to notice of all meetings of the Board of Directors and may attend and participate in any meeting of the Board, but may vote only on matters relating to a Joint Protection Program, as provided in such program or in the bylaws adopted by the Board of Directors. The Director and alternate Director of an Associate Member shall not be regarded as members of the governing body of the Authority or officers of the Authority; provided, however, that they shall comply with the Political Reform Act of 1974 and the Conflict of Interest Code adopted by the Board of Directors.

ARTICLE 10 POWERS OF THE BOARD OF DIRECTORS

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

- (a) To elect an Executive Committee from its Directors pursuant to Article 12 of this agreement.
- (b) To review all acts of the Executive Committee and to modify or override any decision or action of the Executive Committee upon a majority vote of the entire Board of Directors.
- (c) To receive and review periodic accountings of all funds and audits under Article 16 of this agreement.
- (d) To conduct on behalf of the Authority all businesses of the Authority which the Authority may conduct under the provisions of this agreement and pursuant to law.
- (e) To determine details of, select, and establish the Joint Protection Programs of the Authority.
- (f) To determine and purchase all commercial insurance, including Excess Insurance, necessary to carry out the Joint Protection Programs of the Authority.
- (g) To contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control and risk management consulting.
- (h) To cause to be prepared the operating budget of the Authority for each fiscal year.
- (i) To receive and act upon reports of the Underwriting Committee, Claims Committee, Investment Committee, and other committees as may be created by action of the Board.
- (j) To hire persons or entities as the Board deems necessary for the administration of the Authority and to exercise

general supervisory and policy control over such persons or entities.

- (k) To establish or appoint such offices, officers, and committees of the Board as deemed necessary; provided, however, that the Board shall appoint a Treasurer and Auditor or Controller, who may be the same person, as officers of the Authority.
- (1) Such other powers and functions as are provided for in this agreement or in the bylaws.

ARTICLE 11 MEETINGS OF THE BOARD OF DIRECTORS

- (a) Meetings. The Board shall provide for its regular, adjourned regular and special meetings or upon call of the chairperson of the Board; provided, however, that it shall hold at least one regular meeting annually as set forth in the bylaws.
- (b) Minutes. The Board shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Property.
- (c) Quorum. A majority of the Directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those Directors present at a meeting shall be sufficient to take action by the Board, except as otherwise specifically set forth in this agreement or in the bylaws.

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

ARTICLE 12 EXECUTIVE COMMITTEE

The Board of Directors may establish and appoint an ${\tt Executive}$ Committee.

- (a) The Executive Committee, if established, may consist of up to 25 members. Officers of the Executive Committee shall be the Chairperson, Vice Chairperson, Secretary, and the Treasurer of the Board of Directors.
- (b) The Chairperson of the Authority, or the Vice Chairperson in his or her absence, shall serve as the Chairperson of the Executive Committee.
- (c) The unexcused absence of a member of the Executive Committee from two consecutive meetings shall be cause for the removal of said member and appointment of a new member to the Executive Committee.
- (d) Vacancies on the Executive Committee shall be filled as provided in the bylaws.
- (e) Alternate Directors may be members of the Executive Committee.

ARTICLE 13

DELEGATION OF POWERS TO THE EXECUTIVE COMMITTEE

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

ARTICLE 14

MEETINGS OF THE EXECUTIVE COMMITTEE

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

ARTICLE 15

JOINT PROTECTION PROGRAM COVERAGE

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

ARTICLE 16

ACCOUNTS, RECORDS AND AUDITS

- (a) Annual Budget. The Authority shall annually adopt an operating budget, pursuant to Article 10(h) of this agreement.
- (b) Funds and Accounts. The Treasurer of the Authority shall be the custodian of the property and money of the Authority and shall establish and maintain such funds and accounts as required by the Board and as required by good accounting practice. The Treasurer shall file an official bond in an amount to be fixed by the Board of Directors, unless otherwise fixed by

the Properties. Books and records of the Authority in the hands of the Treasurer shall be open to any inspection at all reasonable times by authorized representatives of Properties and as otherwise required by law.

- (c) Treasurer's Report. The Treasurer shall make the reports required by law, and within 120 days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for such fiscal year to the Board and to each Property.
- (d) Financial Audit. The Board shall cause an annual financial audit to be made with respect to all receipts, disbursements, or other transactions by a Certified Public Accountant. A report of such financial audit shall be filed as a public record with each of the Properties. Such report shall be filed no later than required by law. All costs of such financial audit shall be paid by the Authority and shall be charged against the Properties in the same manner as all other administrative costs.
- (e) Claims Audit. The Board shall cause a periodic audit of Claims, as deemed necessary. All costs of such Claims audit shall be paid by the Authority and shall be charged against the Properties in the same manner as all other administrative costs.

ARTICLE 17

ESTABLISHMENT AND ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with all provisions of law relating to the subject, particularly Section 6505 of the California Government Code. All of the funds of the Authority may be

invested in common and each program year shall be accounted for separately on a full accrual basis.

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

ARTICLE 18 DEPOSIT

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

ARTICLE 19 RETROSPECTIVE ADJUSTMENTS

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

ARTICLE 20 **NEW MEMBERS**

After the effective date of the initial Joint Protection Program is established by the Authority, additional Properties shall not be permitted to enter the Authority during the first year of operation, except that upon the three-fourths vote of the entire Board of Directors, the Board may establish a second dates entry date by which additional Properties may be permitted to enter the Authority upon execution of this agreement, the payment of the Deposit, as provided in this Article, and such other terms and conditions as the Board of Directors may deem necessary. Following the first year of operation, the Authority shall allow entry into the Joint Protection Program of new Properties approved by the Board, at such times as approved

by the Board. Properties entering under this Article will be required to pay their share of organizational expenses as determined by the Board, including expenses necessary to analyze their loss data and determine their Deposits.

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

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

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

ARTICLE 21 WITHDRAWAL

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

- (c) A Property which enters the Joint Protection Program may not withdraw as a party to this agreement for a three-year period commencing on the effective date of the Joint Protection Program, or commencing on the date of entry into the Joint Protection Program for those Properties executing this agreement after the effective date of the initial Joint Protection Program.
- (d) After the initial three-year noncancellable commitment to the Joint Protection Program, a Property may withdraw only at the end of any fiscal year, provided it has given the Authority a six-month written notice of its intent to withdraw from this agreement and the Joint Protection Program and a ninety (90) day final notice of intent of withdrawal from the Joint Protection Program of this agreement.

ARTICLE 22 CANCELLATION

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

ARTICLE 23 EFFECT OF WITHDRAWAL

(a) The withdrawal of any Property from this agreement shall not terminate this agreement and a Property by withdrawing shall not be entitled to payment or return of any Contribution, consideration or property paid, or donated by the Property to

the Authority, or to any distribution of assets, except as provided in this Article and in Article 24(c).

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

ARTICLE 24 TERMINATION AND DISTRIBUTION

- (a) This agreement may be terminated at any time during the first three (3) noncancellable years by the written consent of all Properties and thereafter by the consent of three-fourths of the Properties; provided, however, that this agreement and the Authority shall continue to exist for the purpose of the disposition of all Claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.
- (b) The Board of Directors is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Properties, including those which were a party at the time the Claim arose or was incurred, to pay their share of any additional amount of Contribution in accordance with loss allocation formulas for the final disposition of all

Claims and losses covered by the Joint Protection Program pursuant to this agreement. (A Property's share of such additional Contribution shall be determined on the same basis as that provided for Retrospective Adjustment.)

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

ARTICLE 25 PROVISION FOR BY-LAWS

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

ARTICLE 26 LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Property. Each Property is independent of every other Property and of the

Authority and not the agent of any Property or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Property, as between each other, pursuant to the authorization contained in Sections 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. achieve the above-stated purpose, each Property shall indemnify and hold harmless each other Property for any loss, costs, or expense that may be imposed upon such other Property solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this agreement as if set forth fully in this agreement.

ARTICLE 27 NOTICES

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

ARTICLE 28 AMENDMENT

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

ARTICLE 29 PROHIBITION AGAINST ASSIGNMENT

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

ARTICLE 30 AGREEMENT COMPLETE

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

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

	Properties
	1100010100
	AC TRANSIT
	ALAMEDA-CONTRA COSTA TRANSIT DISTRICT
Dated:	Ву
	Address: 508 16th Street
	Oakland, CA 94612
	CENTRAL CONTRA COSTA TRANSIT
	AUTHORITY
Dated:	Ву
	Address: 2477 Arnold Industrial Way
	Concord, CA 94520

CHULA VISTA TRANSIT SOUTH COAST ORGANIZATION OPERATING TRANSIT

Dated:	Ву
	Address: 707 F Street Chula Vista, CA 92010
	CITY OF CULVER CITY CULVER CITY MUNICIPAL BUS LINES
Dated:	Ву
	Address: 9770 Culver Blvd. Culver City, CA 90232-0507
	CITY OF LAKE ELSINORE
Dated:	Ву
	Address: 130 South Main Street Lake Elsinore, CA 92330
	CITY OF NAPA
Dated:	Ву
9-	Address: 1600 First Street Napa, CA 94559
	CITY OF SANTA MONICA SANTA MONICA MUNICIPAL BUS LINES
Dated:	Ву
	Address: 1660 7th Street Santa Monica, CA 90401-3389

CITY OF SIMI VALLEY SIMI VALLEY TRANSIT

Dated:		Ву	
		Address:	2929 Tapo Canyon Road Simi Valley, CA 93063
		CITY OF V	ALLEJO
Dated:		Ву	
		Address:	City Hall 555 Santa Clara Street Vallejo, CA 94590
		COUNTY OF	YOLO
Dated:		Ву	
		Address:	292 West Beamer Street Woodland, CA 95695
		EASTERN CO	ONTRA COSTA TRANSIT
Dated:		Ву	
		Address:	2400 Sycamore Drive Antioch, CA 94509
		GOLDEN EMI	PIRE TRANSIT DISTRICT
Dated:	*	Ву	
	*		1830 Golden State Avenue Bakersfield, CA 93303-287

MONTEREY-SALINAS TRANSIT

Dated:	-	Ву	
		Address:	One Ryan Ranch Road Monterey, CA 93940
		NORTH COU	NTY TRANSIT DISTRICT
Dated:	_	Ву	
			311 South Tremont Oceanside, CA 92054
		OMNITRANS	
Dated:		Bv	
		Address:	1700 West 5th Street San Bernardino, CA 92411
		REDDING A	REA BUS AUTHORITY
Dated:		By	
			760 Parkview Avenue Redding, CA 96001
		RIVERSIDE	TRANSIT AGENCY
Dated:	TE CONTRACTOR OF THE CONTRACTO	Ву	
		07721	1825 Third Street Riverside, CA 92507

SAN DIEGO TRANSIT CORPORATION (Associate Member)

Dated:		Ву	
		Address:	100 Sixteenth Street San Diego, CA 92101
		SAN MATEO	COUNTY TRANSIT DISTRICT
Dated:		Ву	
		Address:	945 California Drive Burlingame, CA 94010
		SANTA BARI DISTRICT	BARA METROPOLITAN TRANSIT
Dated:		Ву	
		Address:	550 East Cota Street Santa Barbara, CA 93103
		SANTA CLAI AGENCY	RA COUNTY TRANSPORTATION
Dated:	:	Ву	
		Address:	1555 Berger Drive San Jose, CA 95112
		SANTA CRUZ DISTRICT	Z METROPOLITAN TRANSIT
Dated:		Ву	
		Address:	230 Walnut Avenue Santa Cruz, CA 95060

SOUTH COAST AREA TRANSIT

Dated:	·	Ву		
		Address:	301 East Third Street Oxnard, CA 93030	
		STOCKTON DISTRICT	METROPOLITAN TRANSIT	
Dated:		Ву		
		Address:	1533 East Lindsay Stre Stockton, CA 95205	et
	ia .	SUNLINE T	RANSIT	e
Dated:		Ву		
		Address:	32-505 Harry Oliver Tr Thousand Palms, CA 92	ail 276
		TORRANCE	TRANSIT SYSTEM	
Dated:		Ву		
		Address:	3031 Torrance Blvd. Torrance, CA 90503	
		WESTERN C	ONTRA COSTA COUNTY UTHORITY	
Dated:		Ву		
			953 B San Pablo Avenue	

CITY OF COMMERCE

Dated:		Ву	
		Address:	2535 Commerce Way Commerce, CA 90040
		CITY OF FA	AIRFIELD
Dated:		Ву	
			1000 Webster Street Fairfield, CA 94533
		COUNTY OF	COLUSA
Dated:		Ву	
		Address:	546 J Street Colusa, CA 95932
		CITY OF NO	DRWALK
Dated:		Ву	
		Address:	12700 Norwalk Blvd. Norwalk, CA 90650
		COUNTY OF	PLACER
Dated:	3 -1501	Ву	E.
			11444 B Avenue

COUNTY OF SISKIYOU

Dated:	Ву		
	Address:	305 Butte Street	

COUNTY OF SISKIYOU

Dated:		Ву
		Address: 305 Butte Street
		Yreka, CA 96097
Dated:		By Gold Jurucle
	×	Address: 950 Maidu Avenue
		Nevada City, CA 95959