

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS
FROM: KEN GREHM / WILL GARNER
SUBJECT: WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICES
AGENCY JOINT POWERS AGREEMENT

DATE: JUNE 23, 2009

ACTION REQUESTED / RECOMMENDATION

Authorize the Placer County Board Chairman to execute, with County Counsel and Risk Management's review and approval, the Final Western Placer County Consolidated Transportation Services Agency Joint Powers Agreement.

BACKGROUND / SUMMARY

The Consolidated Transportation Services Agency (CTSA) is a designation required in State law that is made by the Placer County Transportation Planning Agency (PCTPA). The CTSA receives Transportation Development Act (TDA) funds from PCTPA to provide specialized transit services to primarily elderly and disabled passengers. The CTSA has been designated through a formation of a Joint Powers Authority (JPA). The CTSA has the same staff and board as the PCTPA.

In August of 2008, the Placer County Board of Supervisors approved the JPA Agreement. Since that time, the Agreement has been approved by all of the Cities in Placer County. Through that approval process, some modifications have been made to the Agreement.

These changes include: 1) Remove the power of eminent domain from the CTSA; 2) Enables members to join or withdraw from the CTSA JPA; 3) Clarifies the operating relationship between the CTSA and potential non-member jurisdictions; 4) Requires a majority vote of member jurisdictions to establish membership contributions; 5) Requires the approval of the majority of member jurisdictions to issue bonds, impose fees or assessments, levy taxes, or form a special assessment district; 6) Adds indemnification and hold-harmless language to the Agreement; and 7) Adds a "Conflict of Interest" section referencing requirement of California Statute.

ENVIRONMENTAL

This project is statutorily exempt from CEQA pursuant to section 21080(b)(10), as it is a project to provide passenger service.

FISCAL IMPACT

This Agreement does not involve payment from Placer County to the Western Placer CTSA.

Attachment: Draft JPA for the Western Placer Consolidated
Transportation Service Agency

DRAFT

**JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
WESTERN PLACER CONSOLIDATED TRANSPORTATION SERVICE AGENCY**

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made effective as of the 13th day of October, 2008, by and among the **COUNTY OF PLACER**, the City of Auburn, the City of Rocklin, the Town of Loomis, the City of Lincoln, the City of Colfax, and the City of Roseville and any other city within Placer County that agrees in writing to be bound by the terms of this Agreement (hereinafter collectively referred to as the "Members" and individually as "Member"). A list of the Members is attached hereto as **Exhibit A**, which Exhibit shall be updated as Members join, or withdraw from, the CTSA (defined below).

RECITALS

- A. WHEREAS, the Members have the common powers to provide social service transportation within their respective jurisdictions; and
- B. WHEREAS, the Members have determined that the public interest will be served by the joint exercise of these powers through this Agreement and the creation of the Western Placer Consolidated Transportation Service Agency ("CTSA") as a joint powers agency with the power to provide social service transportation, including services for the elderly and individuals with disabilities who cannot use conventional transit services, and perform any and all other duties of a consolidated transportation service agency; and
- C. WHEREAS, pursuant to Government Code section 15975(a), the Placer County Transportation Planning Agency, the regional transportation planning agency for Placer County, intends to designate the Western Placer CTSA (defined below) as the consolidated transportation service agency for the western slope of Placer County.

AGREEMENT

1. AUTHORITY, PURPOSE AND COOPERATION

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to the Members. The purpose of this Agreement is to provide social service transportation, including services for elderly individuals and individuals with disabilities, within the CTSA's jurisdiction and to perform any and all other duties of a consolidated transportation service agency created pursuant to Government Code section 15975(a) and the Mills-Alquist-Deddeh Act (Public Utilities Code Section 99200, *et seq.*).

2. CREATION OF CTSA

The Members hereby create the Western Placer CTSA ("CTSA"), a public entity separate from each of the Members, whose jurisdiction is described as all of Placer County, except for the portion thereof lying within the jurisdiction of the Tahoe Regional Planning Agency (TRPA). The CTSA's jurisdiction is depicted in **Exhibit B**, attached hereto and incorporated herein.

3. TERM AND TERMINATION

This Agreement shall be effective as of the date first written above. It shall remain in effect until terminated by one or more of the Members in accordance with the Law; provided, however, that this Agreement may not be terminated until all bonds or other instruments of indebtedness issued by the Authority, if any, have been paid in full.

4. POWERS

The CTSA shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 1, including, but not limited to, the following:

- A. to provide social service transportation within the jurisdiction of the CTSA and any non-Member cities for which the CTSA provides social service transportation under a separate agreement and perform all other duties of a consolidated transportation service agency, whether by contract with a third party or with its own forces;
- B. to secure administrative office space and furnishings;
- C. to make and enter into contracts and memoranda of understanding;
- D. to contract for, or employ, administrative, technical and support staff, and consultants and contractors of any kind;
- E. to acquire and maintain insurance of all types;
- F. to lease, acquire, hold, or dispose of real property by negotiation, or dedication;
- G. to lease, acquire, operate, maintain and dispose of materials, supplies, and equipment of all types;
- H. to accept, hold, invest (pursuant to the Law, including, without limitation, section 6509.5 thereof), manage, and expend monies;
- I. to obtain and secure funding from all available public and private sources including local, state, and/or the federal government, including but not limited to, bond issuances, lease purchase agreements, public grants, private contributions, public and private loans, and other funds;

- J. to be a claimant for all existing and future state and federal funding sources available to consolidated transportation service agencies, including, without limitation, Article 4.5 TDA funds, State Transit Assistance (STA) funds, and Federal Transit Administration (FTA) funds, including Section 5310 (Elderly & Disabled) and Section 5317 (New Freedom) funds;
- K. to form a special assessment district under any legal authority that exists now or in the future;
- L. to negotiate and enter into reimbursement agreements when monies to provide consolidated transportation services are advanced;
- M. to sue and be sued; and
- N. all powers incidental to the foregoing.

5. **DUTIES**

The CTSA shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

- A. To perform all duties of a consolidated transportation service agency within the jurisdictional area of the CTSA;
- B. to retain legal counsel for all CTSA business, including litigation;
- C. to evaluate the need for, and acquire and maintain if necessary, liability, errors and omissions, or other insurance; and
- D. to conduct an annual audit as required by the provisions of Subsection 6.E(3).

6. **ADMINISTRATION**

A. Governing Board – Membership. The CTSA shall be administered by a board of directors (“Board”) consisting of the board of directors of Placer County Transportation Planning Agency (“PCTPA”), the members of which are appointed pursuant to Government Code section 67911.

B. Meetings.

- (1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour and location at which such

regular meetings shall be held; provided, that the Board shall meet at least once every three (3) month(s) or quarterly.

- (2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).
- (3) Conduct of Meetings. All meetings of the Board shall be held in accordance with the Ralph M. Brown Act (California Government Code section 54950 *et seq.*).
- (4) Minutes. The Secretary of the CTSA shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each director of the Board, and to the Members.
- (5) Quorum. Five (5) directors of the Board shall constitute a quorum for the transaction of business. Except as provided in Section 7, actions of the Board shall require the affirmative vote of a majority of the entire Board (i.e., five (5) affirmative votes).

C. Procedures.

- (1) The Chair and Secretary of the PCTPA Board shall be the Chair and Secretary, respectively, of the CTSA Board. The Board may, from time to time, elect such other officers as the Board shall deem necessary or convenient to conduct the affairs of the CTSA.
- (2) The Board may adopt by resolution rules of procedure, not inconsistent with the provisions of this Agreement, to govern the conduct of its meetings.
- (3) Members of the Board shall comply with Title 9 of the California Government Code, commencing with section 81000 (Political Reform Act of 1974).

D. Administration. Unless otherwise approved by a majority of the Members, PCTPA staff will perform administrative functions for the CTSA.

E. Fiscal Matters.

(1) Treasurer/Auditor

- (A) Except as provided in Subsection (B), below, PCTPA's Fiscal/Operations Officer is designated the treasurer/auditor of the CTSA with the powers, duties, and responsibilities specified in the Law, including, without limitation, sections 6505 and 6505.5 thereof.
- (B) In lieu of the designation in Subsection (A), above, the Board may appoint one or more of the CTSA's officers or employees to either or both of the

positions of treasurer or auditor as provided in the Law, including, without limitation, section 6505.6 thereof.

- (2) Custodian of Property. The treasurer and auditor of the CTSA shall be the public officers who have charge of, handle, and have access to, the CTSA's property and shall file with the CTSA an official bond in the amount set by the Board.
- (3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the CTSA shall be open to inspection at all reasonable times to the Members and their respective representatives. The accounts shall be prepared and maintained by the treasurer and auditor of the CTSA. The CTSA, within one hundred twenty (120) days after the close of each fiscal year, shall cause an independent audit of all financial activities for such fiscal year to be prepared by an independent certified public accountant employed by the CTSA. The CTSA shall promptly deliver copies of the audit report to the Members.
- (4) Budgets. The Board shall adopt a budget no later than ninety (90) days after the effective date of this Agreement and no later than June 30 each year thereafter.
- (5) Member Contributions to CTSA. To be determined, if necessary, by the CTSA; provided, however, that such determination by the CTSA shall be subject to the approval of a majority of the Members.

7. VOTING

Notwithstanding Subsection 6.B(5), the unanimous affirmative vote of the entire Board is required to (1) authorize the issuance and sale, refinancing, or early redemption, of bonds; or (2) impose fees or assessments, levy taxes, or order the formation of an assessment or special district. Notwithstanding the foregoing, such actions by the CTSA shall be subject to the approval of a majority of the Members. The provisions of this Section 7 are not intended to supersede any law requiring a vote of the electorate, or affected property owners, as applicable.

8. EXERCISE OF POWERS

The powers and duties which (a) are common to the Members, and (b) are vested in the CTSA only by virtue of this Agreement, and are not independent powers and duties which arise by virtue of the Law, shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the City of Rocklin in the exercise of similar powers or in carrying out similar duties, as provided in section 6509 of the Law.

9. **FISCAL YEAR**

The fiscal year of the CTSA shall be the period from July 1 each year to and including the following June 30.

10. **DEBTS, LIABILITIES AND OBLIGATIONS**

- A. The debts, liabilities, and obligations of the CTSA shall not constitute debts, liabilities, or obligations of the Members, either jointly or severally.
- B. To the fullest extent permitted by law, the CTSA agrees to save, indemnify, defend and hold harmless each Member from any liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part, to negligent acts or omissions of the CTSA or its employees, officers or agents, or the employees, officers or agents of any Member while acting within the course and scope of an agency relationship with the CTSA.

11. **LIABILITY OF BOARD, OFFICERS AND EMPLOYEES**

- A. The directors/alternates of the Board, officers, and employees of the CTSA shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the Members for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the CTSA's funds, or failure to invest the same.
- B. To the extent authorized by California law, no director/alternate of the Board, officer, or employee of the CTSA shall be responsible for any action made, taken, or omitted, by any other director/alternate of the Board, officer, or employee. No director/alternate of the Board, officer, or employee of the CTSA shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement, except as provided in Subsection 6.E(2).

12. **CONFLICTS OF INTEREST**

- A. Political Reform Act. Board members are 'public officials' within the meaning of the Political Reform Act of 1974, as amended, and its regulations, for purposes of financial disclosure, conflict of interest and other requirements of such Act and regulations, subject to a contrary opinion or written advice of the California Fair Political Practices Commission. The CTSA shall adopt a conflicts of interest code in compliance with the Political Reform Act.
- B. Levine Act. Board members are 'officials' within the meaning of California Government Code Section 84308 et seq., commonly known as the 'Levine Act,' and are subject to the restrictions of such act on the acceptance, solicitation or direction of contributions.

13. **LIBERAL CONSTRUCTION**

The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes stated in Section 1.

14. **DISPOSITION OF PROPERTY**

Upon termination of this Agreement, the CTSA shall convey all assets of the CTSA, if any, to the Members in proportion to their respective contributions. Notwithstanding the foregoing, if a successor consolidated transportation services agency has been designated prior to the effective date of the termination at this Agreement, the CTSA shall convey all assets of the CTSA, if any, to such successor agency. If more than one successor consolidated transportation services agency is designated, the assets of the CTSA, if any, shall be allocated equitably among such successor agencies as determined by the Board of Directors of the CTSA.

15. **SEVERABILITY**

Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

16. **SUCCESSORS; ASSIGNMENT**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members. No Member may assign any rights or obligations hereunder without the consent of the other Members; provided, however, that no such assignment may be made if it would materially and adversely affect (a) the rating of bonds issued by the CTSA, or (b) bondholders holding such bonds.

17. AMENDMENTS

This Agreement may be amended only by the unanimous written agreement of the Members. So long as any bonds of the CTSA are outstanding and unpaid, or funds are not otherwise set aside for the payment or redemption thereof in accordance with the terms of the bonds and the documentation relating thereto, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would materially and adversely affect (1) the rating of bonds issued by the CTSA, or (2) bondholders holding such bonds.

18. NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered personally or by mail to the respective legal counsel of the Member jurisdictions and to:

County of Placer
175 Fulweiler Avenue
Auburn, CA 95603
Attn: County Executive
Officer

City of Auburn
1225 Lincoln Way
Auburn, CA 95603
Attn: City Manager

City of Colfax
PO Box 702
Colfax, CA 95713
Attn: City Manager

City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn: City Manager

Town of Loomis
6140 Horseshoe Bar Road
Loomis, CA 95650
Attn: Town Clerk

City of Rocklin
3980 Rocklin Road
Rocklin, CA 95677
Attn: City Manager

City of Roseville
311 Vernon St.
Roseville, CA 95678
Attn: City Manager

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

20. AGREEMENT OF PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA) TO PROVIDE STAFF AND ACT AS TREASURER.

PCTPA agrees and consents to provide staff and act as Treasurer for the CTSA as provided herein. PCTPA is not a member of the CTSA. After execution of this Agreement, it is the intent of the Members and PCTPA to develop a staffing agreement between the CTSA and PCTPA to provide for the administration and management of the CTSA with reasonable rights of termination by either party, subject to the provisions of Section 6.D hereof.

The Members have executed and attested this Agreement as of the date first above written.

ATTEST: COUNTY OF PLACER

Clerk of the Board,
Placer County

By _____
Chairman

Approved as to Form:

County Counsel

ATTEST: CITY OF AUBURN
A Municipal Corporation

City Clerk, City of Auburn

By _____
Mayor

Approved as to Form:

City Attorney

ATTEST:

CITY OF COLFAX
A Municipal Corporation

City Clerk, City of Colfax

By _____
Mayor

Approved as to Form:

City Attorney

ATTEST:

CITY OF LINCOLN
A Municipal Corporation

City Clerk, City of Lincoln

By _____
Mayor

Approved as to Form:

City Attorney

ATTEST:

TOWN OF LOOMIS
A Municipal Corporation

Town Clerk, Town of Loomis

By _____
Mayor

Approved as to Form:

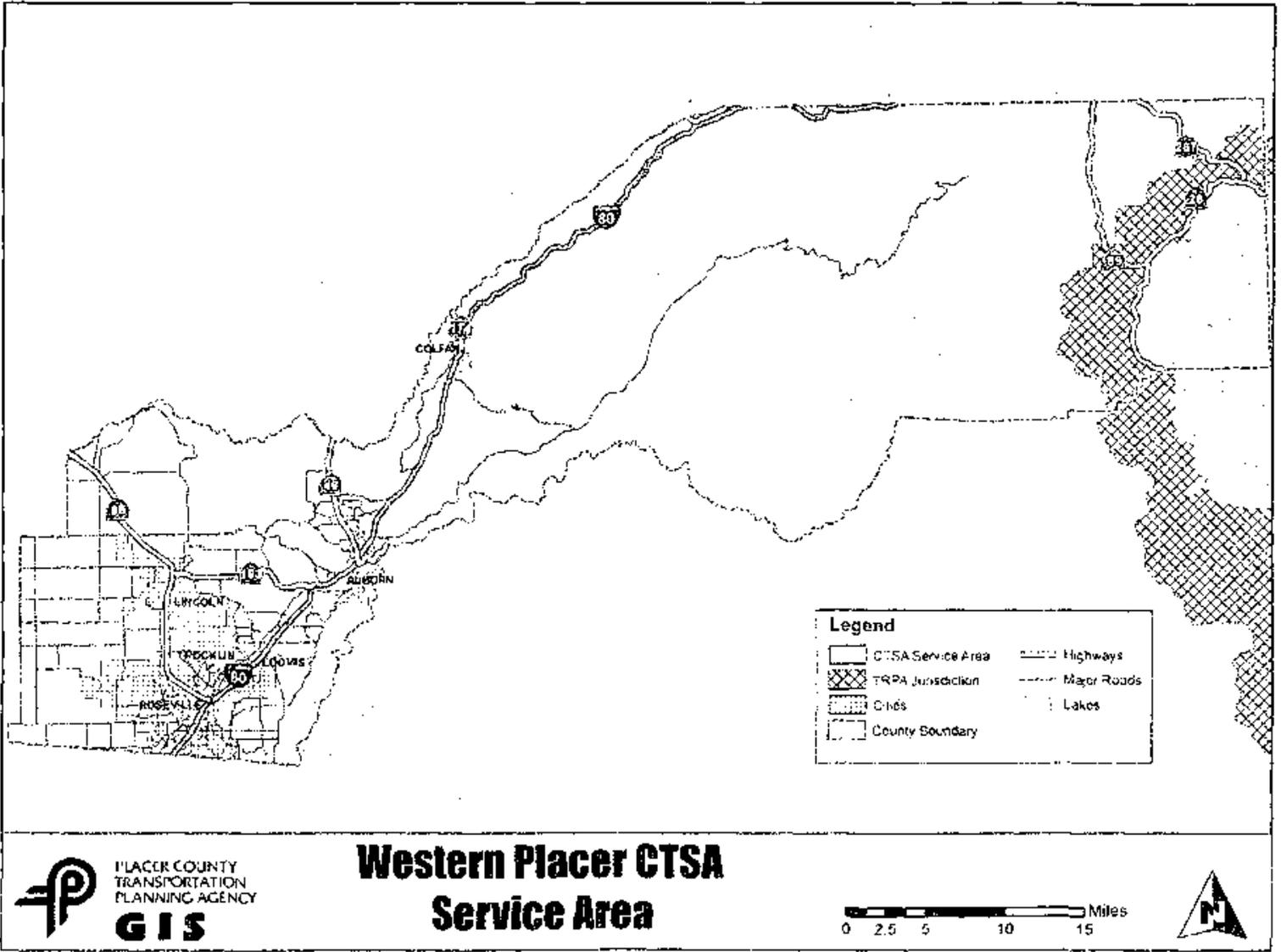
Town Attorney

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EXHIBIT A

List of Members

- 1. County of Placer, August 26, 2008.**
- 2. City of Auburn, October 13, 2008.**
- 3. City of Rocklin, October 14, 2008.**
- 4. Town of Loomis, October 14, 2008 (conditional).**
- 5. City of Lincoln, October 28, 2008.**
- 6. City of Colfax, October 28, 2008 (conditional).**
- 7. City of Roseville, November 5, 2008.**

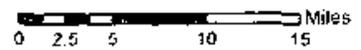


CTSA Service Area
Map

EXHIBIT B



**Western Placer CTSA
Service Area**



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