



Meeting Date: May 25, 2020

Agenda Item: D.4

## AGENDA SUMMARY REPORT

### **SUBJECT:**

Discussion and Possible Direction to Staff to Modify MTA's Existing Regular Board Meeting Schedule

### **SUMMARY:**

Responsive to a request by Director Mulheren and direction by Chair Rodriguez, staff has reviewed the possibility of conducting MTA Board Meetings every-other-month rather than monthly. Upon review of the Joint Powers Agreement (JPA) staff has concluded that an amendment to the JPA would need to be considered and approved by all members of the JPA.

Section 8 of MTA's Joint Power Agreement states:

"The Board of Directors shall conduct regular monthly meetings. Special meetings shall be conducted on the call of the Chairman of said Board or on the call of any three members thereof."

If the Board directs staff to proceed with an amendment to the JPA a potential draft meeting schedule is outlined below. Nothing would prohibit the Chair from calling to order special meetings if needed.

<b><u>Meeting Date/Time</u></b>	<b><u>Physical Location</u></b>	<b><u>Virtual</u></b>	<b><u>Items of Business</u></b>
June 29, 2022 – 1:30 p.m.	Ukiah	Yes	Unmet Needs/Final Budget Consideration
August 31, 2022 – 1:30 p.m.	Fort Bragg	Yes	Unmet Needs/Strategic Planning
October 26, 2022 – 1:30 p.m.	Ukiah	Yes	Unmet Needs/Begin Executive Director Evaluation
December 28, 2022 – 1:30 p.m.	Fort Bragg	Yes	Unmet Needs/Complete Executive Director Evaluation
February 22, 2023 – 1:30 p.m.	Ukiah	Yes	Unmet Needs/Compliance (Bylaws Review/Board Certificates/FPPC Form 700)
April 26, 2023 – 1:30 p.m.	Fort Bragg	Yes	Unmet Needs/Strategic Planning Upcoming Year
May 31, 2023 – 1:30 p.m.	Ukiah	Yes	Unmet Needs/Budget Hearing
June 28, 2023 – 1:30 p.m.	Fort Bragg	Yes	Unmet Needs/Election of Officers/Final Budgets

### **RECOMMENDATION:**

1. Direct staff to prepare an amendment to Section 8 of the JPA for approval by JPA member agencies and continue to conduct monthly meetings until JPA amendment to Section 8 is complete; or
2. Direct staff to continue to schedule monthly meetings and not pursue every-other-month board meeting schedule.

**ATTACHMENTS:** MTA JPA

May 18, 1993

JOINT POWERS AGREEMENT  
CONTINUING THE  
MENDOCINO TRANSIT AUTHORITY

THIS AGREEMENT is made and entered into this First day of July, 1993, by and among the signatories to this Agreement for the purpose of maintaining public transportation services within Mendocino County. Said signatories, which are local governments in Mendocino County, acting through their respective legislative bodies (hereinafter referred to as the PARTIES) agree as follows:

1. RECITAL. The PARTIES witness that:

- (a) the PARTIES desire to provide for public transportation services within Mendocino County in accord with the Transportation Development Act (Public Utilities Code, Section 99200, et. seq.).
- (b) the PARTIES jointly and separately agree that such public transportation services can best be administered by a Joint Powers Agreement among the PARTIES. (Pursuant generally to Government Code, Section 6500, etc. seq.)

2. STATUTORY AUTHORIZATION. This Agreement is executed pursuant to Sections 6500 through 6514 of the California Government Code, more particularly to Section 6502:

"If authorized by their legislative or other governing bodies, two or more public agencies may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside of the State."

and to Section 6506:

"The agency or entity provided by the Agreement to administer or execute the Agreement may be one or more of the parties to the Agreement or a commission or board constituted pursuant to the Agreement or a person, firm, or corporation designated in the Agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

3. METHOD OF ACCOMPLISHMENT. This Agreement shall be administered and executed by an agency to be known as the MENDOCINO TRANSIT AUTHORITY, hereinafter referred to as MTA. All administrative and operational procedures developed and established by the MTA shall conform with all applicable Federal, State and County rules and regulations. (Section 6503.)
4. GENERAL POWERS. Said MTA shall have the powers to and is authorized, in its own name, to make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain, or operate any transportation equipment, building, works, or improvements, or to acquire, hold, or dispose of property, to incur debts, liabilities, or obligations, and to sue or be sued in its own name. (Section 6508)

JOINT POWERS AGREEMENT CONTINUING THE MENDOCINO TRANSIT AUTHORITY  
Page Two

The debts, liabilities, and obligations of the MTA shall be solely the debts, liabilities, and obligations of the MTA. (Section 6508.1) Such power is subject to the restrictions upon the manner of exercising the power of the County of Mendocino. (Section 6509.)

5. SPECIFIC POWERS. The MTA shall specifically have the power to apply for and receive Transportation Development Act, Federal Transportation Act, and other funds as a public transportation operator. The MTA shall also have the power to contract for the purchase, lease, or rental of whatever services or equipment it may determine necessary to achieve the stated objectives of this Joint Powers Agreement. In the operation of the public transportation services that are the object of this Agreement, the MTA shall have the power and the sole authority to consider and to establish fares, routes and schedules and to modify such fares, routes and schedules as may appear necessary. The MTA shall have the authority to enforce the regulations cited in California Penal Code, Section 640, which pertains to specified acts committed onboard transit vehicles. The MTA shall also have the authority to call and to conduct public meetings at various locations within Mendocino County in order better to provide the MTA with the necessary knowledge and information to best determine the needs of the citizens with respect to public transportation.
6. FUNDING OBLIGATION. In no event shall the PARTIES to this Agreement be called upon, or required, to contribute funds in excess of SB 325 funds or other Federal or State funds available for the purpose of this Joint Powers Agreement. The intent of this provision is that the PARTIES shall not be required to contribute any general treasury funds to the operation of the MTA.
7. BOARD OF DIRECTORS. The MTA Board of Directors shall consist of seven members. Three shall be appointed by the Board of Supervisors of the County of Mendocino, and one each shall be appointed by the respective City Councils of the Cities of Fort Bragg, Ukiah, Willits, and Point Arena from their respective jurisdictions. Members of the Board of Directors shall be appointed for two-year terms of office. The County of Mendocino and the Cities of Point Arena and Willits shall appoint one member each in July of even-numbered years. The County of Mendocino shall appoint two members, and the Cities of Fort Bragg and Ukiah shall appoint one member each, in July of odd-numbered years.  
  
PARTIES may reappoint members to the Board of Directors for additional terms and Board Members appointed need not be elected officials.
8. MEETINGS. The Board of Directors shall conduct regular monthly meetings. Special meetings shall be conducted on the call of the Chairman of said Board or on the call of any three members thereof.
9. REQUESTS FOR TDA (SB 325 FUNDS.) Requests for funding pursuant to the Transportation Development Act shall be submitted to the Mendocino Council of Governments (hereinafter referred to as MCOG) at least one month in advance of the MCOG meeting at which action on the request is desired. Concurrent with the submittal to MCOG, MTA shall submit copies of the request to the PARTIES so that they can review the request and send their comments on it to MCOG prior to final action by MCOG

JOINT POWERS AGREEMENT CONTINUING THE MENDOCINO TRANSIT AUTHORITY  
Page Three of Five

10. BUDGET. By June 1 of each year, the MTA shall develop and adopt a budget for the following fiscal year with proper expenditure controls to allocate and expend all project funds as the MTA determines to be necessary to achieve the goals of this Agreement.
11. CUSTODY OF FUNDS. The County Treasurer shall be the depositary and shall have custody of all money of the MTA from whatever source and shall hold and disburse such monies in accord with Section 6505.5, and allocation instructions of MCOG.
12. INVESTMENT OF FUNDS. The MTA shall have the power to invest any money in the Treasury pursuant to Government Code Section 6505.5, that is not required for the immediate necessities of the MTA, as the MTA determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code. Any proceeds from such investments shall accrue to and become part of the project funds described in Paragraph 9, above (Section 6509.5.)
13. ACCOUNTABILITY OF FUNDS. There shall be strict accountability by all PARTIES and by the MTA of all funds. MCOG shall contract with a Certified Public Accountant or Public Accountant to perform an annual audit. The minimum requirements of such audit shall be those prescribed under Sections 26909 and 6505 of the Government Code and Title 21 Section 6663 of the California Administrative Code, and shall conform to generally accepted auditing standards. Where an audit is made, a report thereof shall be filed as public records with each of the contracting PARTIES to the Agreement.
14. BONDING. The MTA shall file an official bond in the amount of at least \$50,000 covering all MTA employees and contractors who have charge of, handle, or have access to any funds or property utilized under this Agreement. (Section 6505.1.)
15. TERM/TERMINATION: This Agreement shall become effective on the day and date first above written and shall continue in force without specific term. This agreement may be terminated as of the first day of July of any year, following three months notice to the other PARTIES, by Resolution of intent to terminate the agreement adopted by the Governing Boards of three of the PARTIES.  
  
An individual PARTY may withdraw from this agreement as of the first day of July of any year, following three months notice to the other PARTIES, by resolution of intent to withdraw adopted by the Governing Board of the PARTY. If one or more parties withdraw, this Agreement may be amended as set forth in Paragraph 16 without the withdrawn entity as a party to the Agreement and without a member of the Board of Directors appointed by the withdrawn entity.
16. AMENDMENT. This Agreement may be amended at any time by the PARTIES. In the event that any PARTY desires to amend this Agreement, it shall notify MTA in a timely fashion to allow for discussion by representatives of all PARTIES. In order for amendment to take effect, it must be approved by resolutions adopted by each of the PARTIES.

JOINT POWERS AGREEMENT CONTINUING THE MENDOCINO TRANSIT AUTHORITY  
Page Four of Five

17. OFFICIAL NOTICE. The MTA shall prepare and file a notice of this Agreement, or any amendment thereto, with the Office of the Secretary of State in accord with Section 6503.5.
18. DISPOSITION OF PROPERTY. Upon the termination of this Agreement, that property, acquired by the MTA as a result of this exercise of Joint Powers, shall be disposed as follows:
  - (a) If the MTA shall be continued beyond the life of this Agreement, it shall retain title to all property held by the MTA pursuant to this Agreement.
  - (b) If the MTA shall be succeeded by a new and separate entity or public agency deemed by the MTA Board of Directors to be a "successor agency or entity", that agency or entity shall receive title to all property held by the MTA pursuant to this Agreement.
  - (c) If the MTA shall not be continued beyond the life of this Agreement, and if there shall be no "successor agency or entity", the MTA Board of Directors shall determine whether, and in what proportion, property held by the MTA at the date of its termination shall be divided among the PARTIES to this Agreement or whether such property shall be sold and the proceeds disposed of pursuant to Paragraph 19. (Section 6511.)
19. SURPLUS MONEY. Upon termination of this Agreement, any money obtained by MTA from MCOG or any of the PARTIES hereto for the purpose of carrying out the objectives of this Agreement herein stated, which is in the possession of the MTA after payment of all costs, expenses, and charges validly incurred under this Agreement, shall be returned to MCOG and to the PARTIES in proportion to their contribution determined as of the time of termination. Those monies received by way of grant or any other such means of financial assistance shall be turned over to MCOG to be used for any purpose proper to that agency. (Section 6512.)
20. HOLD HARMLESS. The MTA shall hold harmless and indemnify the PARTIES to this Agreement, their officers, agents, and employees from all liability for any loss, damage, or injury to persons or property of any kind arising out of or attributable to the MTA in fulfilling its responsibilities pursuant to this Agreement.

In addition, the MTA shall enter into a Memorandum of Understanding among MTA and the PARTIES, the express intent of which shall be to clarify and confirm liability insurance required of MTA so as to protect the PARTIES to this Agreement.

JOINT POWERS AGREEMENT CONTINUING THE MENDOCINO TRANSIT AUTHORITY  
Page Five

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on  
the date first above written.

COUNTY OF MENDOCINO

ATTEST: Jay A. Brand  
Clerk of Said Board

BY: James Eddie  
CHAIRMAN, BOARD OF SUPERVISORS 5/18/93

ATTEST: Colby McKay  
City Clerk

CITY OF UKIAH  
BY: Fred Mueller  
MAYOR 5-28-93

ATTEST: Deborah R. Carpenter  
City Clerk

CITY OF FORT BRAGG  
BY: John Cimolino  
MAYOR

ATTEST: Frances Schatz  
City Clerk 6-9-93

CITY OF WILLITS  
BY: Virginia Shanks  
MAYOR 6-9-93

ATTEST: Fred D. Patton  
City Clerk

CITY OF POINT ARENA  
BY: Lauren Karkyrow  
MAYOR

APPROVED AS TO FORM: Adrian Cui  
County Counsel

May 18, 1993

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the County of Mendocino, the City of Fort Bragg, the City of Point Arena, the City of Ukiah and the City of Willits, collectively referred to as the PARTIES, and the Mendocino Transit Authority, referred to as MTA.

This MOU is required by the Joint Powers Agreement among the PARTIES which creates the MTA.

The expressed intent of this MOU is to ensure that MTA maintains adequate liability insurance in order to protect each of the PARTIES.

The PARTIES and MTA agree as follows:

The MTA shall maintain in effect during the term of this JPA at the MTA's sole expense, such comprehensive public liability insurance provided by companies licensed to furnish such insurance in the State of California, to protect the participating entities, their officers, agents, and employees and the MTA from claims which may arise from the MTA's performance under this JPA, whether such performance be by the MTA or by its employees, subcontractors, consultants, agents or anyone directly or indirectly employed by any of the foregoing. The liability insurance shall include, but not be limited to, protection against claims arising from bodily or personal injury or damage to property resulting from MTA's performance of services under this JPA. The amount of insurance shall be not less than One Million Dollars (\$1,000,000.00) single limit coverage applying to bodily and personal injury and property damage, or a combination of both.

Such insurance shall include a provision or endorsement naming the participating entities, their officers, agents and employees, as additional insured with respect to liability arising out of the performance of any work or services to be performed by MTA under this JPA, and providing that such insurance is primary insurance with respect to the interests of the participating entities and that any other insurance maintained by the participating entities is excess and not an alternative source or contributing insurance with insurance required hereunder. In addition, insurance coverage required hereunder shall provide written notice of termination/cancellation to each participating entity no less than 30 days prior to the effective date of such termination/cancellation.

This MOU may be amended at any time, upon the mutual consent of the PARTIES, and allowing for adequate notice to effectuate any required change.