

and Transdev, the company who has the current operations contract for VVTA. In order to formalize the integration of Barstow into VVTA, the Ad Hoc Committee recommended amending the JPA Agreement into a new document that incorporated all previous amendments. The new document was crafted by VVTA's legal counsel after many months of discussion and recommendations by the Ad Hoc Committee.

SUMMARY:

Approximately six (6) months ago, Transdev took over operation of the BAT utilizing the majority of the previous BAT employees resulting in increased productivity of the Barstow routes. It is anticipated that administrative costs saved by the new JPA will increase the overall Local Transportation Funds (LTF) given to each jurisdiction by approximately nine (9) percent. These funds may be used to enhance transit services or pay for future roadway maintenance.

The new JPA Agreement will add two (2) new members to the VVTA Board, as the City of Barstow and the County of San Bernardino, 3rd District will each appoint a representative to the Board. The VVTA has a deadline of July 1, 2015, to have the agreement ratified by all member agencies in order to complete the merger with BAT. As such, the JPA Agreement was approved by the VVTA Board at the April 20, 2015 Board meeting, approved by the City of Adelanto at its May 13, 2015 Council meeting, and is proposed for approval by the City of Hesperia and the City of Victorville at their first scheduled Council meetings in June.

A copy of the proposed resolution and the Joint Powers Agreement is attached.

ATTACHMENTS:

1. Resolution No. 2015-17
2. Joint Powers Agreement

RESOLUTION NO. 2015-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF APPLE VALLEY, CALIFORNIA, APPROVING THE JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF SAN BERNARDINO AND THE CITIES OF ADELANTO, BARSTOW, HESPERIA, VICTORVILLE, AND THE TOWN OF APPLE VALLEY CREATING THE VICTOR VALLEY TRANSIT AUTHORITY

WHEREAS, the Town of Apple Valley along with the City of Adelanto, City of Hesperia, City of Victorville, and the County of San Bernardino have an existing agreement to operate as a Joint Powers Authority (JPA) known as the Victor Valley Transit Authority (VVTA) to provide public transit services, and

WHEREAS, VVTA has been tasked with providing public transit services for the City of Barstow, and

WHEREAS, the existing Joint Powers Agreement which was drafted in 1974 and amended in 1989, 1998, 2002, 2006, and 2010 is being replaced, and

WHEREAS, the VVTA Board of Directors, VVTA Legal Counsel, and the Town of Apple Valley Town Attorney have reviewed and approved the new Joint Powers Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF APPLE VALLEY TOWN COUNCIL AS FOLLOWS:

Section 1. The recitals above are true and correct.

Section 2. The Mayor of Apple Valley shall execute said agreement by his signature on behalf of the Town Council.

Section 3. The Town Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED and **ADOPTED** by the Town Council of the Town of Apple Valley, California, this 9th day of June, 2015.

Larry Cusack, Mayor

ATTEST:

La Vonda M. Pearson, Town Clerk

JOINT POWERS AGREEMENT BETWEEN THE

**COUNTY OF SAN BERNARDINO AND THE CITIES OF
VICTORVILLE, ADELANTO, HESPERIA, TOWN OF APPLE VALLEY AND BARSTOW
CREATING THE VICTOR VALLEY TRANSIT AUTHORITY**

THIS AGREEMENT, dated for convenience on the First day of July, 2015, by and between the COUNTY OF SAN BERNARDINO and the Cities of Victorville, Adelanto, Hesperia and Barstow and Town of Apple Valley, all of which are bodies politic in the STATE OF CALIFORNIA.

WITNESSETH:

WHEREAS, the County of San Bernardino (hereinafter sometimes referred to as "County") and the Cities of Victorville, Adelanto, Hesperia and Barstow and Town of Apple Valley (hereinafter sometimes referred to as "Cities") have a mutual interest in deciding upon and implementing a public transit system to serve the High Desert Region and to provide connecting service to other areas upon agreement; and

WHEREAS, certain transit systems now serve the Victor Valley, utilizing either the County or the Cities as operators; and

WHEREAS, the parties to this agreement now wish to better coordinate transit efforts by creating a single umbrella agency which will provide transit services as requested by the parties and will serve the transit needs of the High Desert Region and other areas upon agreement;

WHEREAS, the parties originally entered into this agreement in 1974, and the agreement has been amended in 1989, 1998, 2002, 2006 and 2010 and the parties desire to set forth herein at length the entire agreement between the parties for the creation of a public entity under the Joint Exercise of Power Act to replace the prior agreement for Victor Valley Transit Authority.

NOW THEREFORE, the County and Cities above mentioned, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

SECTION 1. Purpose.

Each party to this agreement has the power to own, maintain and operate a public transportation system. Under authority of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California commencing with Section 6500, the parties desire, by joint exercise of their common power, to create and constitute a new public transportation entity separate and distinct from each of the parties to be known as "Victor Valley Transit Authority". This new entity will serve as a unifying umbrella

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agency to coordinate service desires of the parties and to provide such service either directly or through subcontract with other operators. It is anticipated that the expertise, efficiencies, and economies resulting from the joint effort and the utilization of available assistance programs will lend impetus to the new transit entity in developing improved public transportation service throughout the High Desert Region.

SECTION 2. Term.

This agreement shall become effective as of the date written above and shall continue in full force and effect until terminated by all parties. Any party may withdraw from the agreement as provided in Section 13.

SECTION 3. Authority.

A. Creation of Authority.

Pursuant to Section 6503.5 of the Government Code, there is hereby created a public entity to be known as "Victor Valley Transit Authority", hereinafter referred to as "VVTA", and said Authority shall be a public entity separate and apart from the Cities and County which are a part of this agreement.

B. Governing Board.

The Authority shall be administered by a governing board of seven (7) members, each serving in their individual capacities as members of the governing board. One (1) Board member and one (1) alternate from each city council shall be appointed by each of the Cities. Each city-elected official or his/her alternate shall serve at the pleasure of the appointing body and until their respective successor is appointed and qualified. One (1) member shall consist of the Supervisor or his/her designee representing the First District of San Bernardino County. One (1) member shall consist of the Supervisor or his/her designee representing the Third District of the San Bernardino County. The County-elected officials on the governing board shall serve as long as they hold office as the First or Third District Supervisor Such governing board shall be called the "Board of Directors of the Victor Valley Transit Authority." All voting power shall reside in the Board.

C. Meetings of Governing Board.

(1) Regular meetings.

The Board of the Authority shall provide for its regular meetings; provided, however, that it shall hold at least one (1) regular meeting each year. The date, hour and place shall be fixed by the Board or the Chair of the Board.

(1.1) In the event that neither a board member nor an alternate is available for a scheduled meeting, a substitute may be appointed by the jurisdiction by

providing a letter of documentation from a representative with signatory power prior to convening the meeting.

(2) Ralph M. Brown Act.

All meetings of the Board of the Authority, 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 (commencing with Section 54950 of Government Code).

(3) Minutes.

The secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, and special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Cities and County.

(4) Quorum.

A majority of the Board of the Authority shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time; provided that the affirmative vote of at least four (4) members of the governing board shall be required for the approval of any matter as to which action of the Board is required.

D. Officers.

The Board shall select a Chairman, a Vice Chairman, a Secretary, and other necessary officials. The Board shall determine the terms of office for each officer of the VVTA. The secretary need not be a member of the Board. The Executive Director of VVTA shall act as the Treasurer. The Finance/Accounting Manager of VVTA shall act as the Auditor-Controller of the Authority. The Executive Director and the Finance/Accounting Manager, acting as Treasurer and Auditor-Controller, shall be depositary and have custody of all money of the Authority from whatever sources and shall draw all warrants to pay demands against the Authority approved by the Board. The Attorney for the Authority shall be the County Counsel or the City Attorney of any of the member jurisdictions or a private attorney as designated by the Board. The public officers or persons who have charge of, handle or have access to any property of the Authority shall file an official bond in an amount determined by the Governing Board.

E. Functions.

The governing board of the authority shall perform the following functions:

- 1) Adopt the budget;
- 2) Appoint the Executive Director;

- 3) Establish policy;
- 4) Adopt rules and regulations for the conduct of business; and
- 5) Perform such other functions as are required to accomplish the purpose of this Agreement.

SECTION 4. Powers.

The Authority shall have the powers common to the Cities and County to own, maintain and operate a public transportation system; and, in the exercise of the powers under this Agreement, VVTA is authorized in its own name to:

- A) Employ agents and employees;
- B) Make and enter into contracts;
- C) Acquire, convey, construct, manage, maintain or operate any buildings, works or improvements;
- D) Acquire and convey real and personal property;
- E) Incur debts, liabilities and obligations, provided however, the debts, liabilities and obligations incurred by VVTA shall not be, nor shall they be deemed to be debts, liabilities and obligations of any party;
- F) Apply for and Accept contributions, grants or loans from any public agency, or the United States or any department, instrumentality or agency thereof, for the purpose of financing the planning, acquisition, construction, maintenance or operation of transit facilities;
- G) Invest money in the treasury that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with the California Government Code;
- H) Sue and be sued;
- I) Claim Local Transportation Funds for public and specialized transportation services on behalf of member agencies as authorized by the governing board; and
- J) Perform all other acts reasonable and necessary to carry out the purpose of this Agreement.

Such powers are subject to the restrictions upon the manner of exercising such powers as are imposed upon the County of San Bernardino.

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VVTA shall in all instances before directly providing transportation service first afford the opportunity to its member agencies to operate their own transit service under contract or Memorandum of Understanding. The method of operation, level of service and financial participation shall be set forth in the most recently adopted Transit Operating and Capital Plan. Such Plan shall be adopted by the Board.

SECTION 5. Parties' Liability

Each party to this agreement, whether individually or collectively, does not assume, nor shall a party be deemed to assume liability for:

- a) Any act of VVTA or for any act of VVTA's agents or employees;
- b) The payment of wages, benefits or other compensation to officers, agents or employees of VVTA; or
- c) The payment of workers' compensation or indemnity to agents or employees of VVTA for injury or illness arising out of the performance of this agreement.

SECTION 6. Financing - Fiscal Year.

- A) Fiscal Year.

For the purposes of this agreement, the term "fiscal year" shall mean the twelve (12) month period from July 1st to, and including, the following June 30th.

- B) Annual Budget and Capital Improvement Program.

The Board shall hold a public hearing, adopt an annual budget and consider a transit capital program. The adoption of the annual budget shall require a five-sevenths vote of the Board. Copies of the proposed annual budget shall be submitted to the governing bodies of the parties for comment and review at least thirty (30) days prior to the date scheduled for the public hearing and final adoption by the Board.

- C) Annual Financial Support.

At the time of preparing VVTA annual proposed operating budget and proposed capital expenditure budget, the Board shall adopt an annual operating and capital budget required by VVTA for the ensuing fiscal year.

D) The support required for the annual portion of the operating budget shall be equitably apportioned among the parties using a subsidy funding methodology based on route mileage in each jurisdiction as a percentage of all route mileage, exclusive of ADA and County portions of the operating budget.

E) The support required for the annual ADA operating budget shall be equitably apportioned among the parties using a subsidy funding methodology based on the percentage of total trip origins (pick-up locations) by jurisdiction determined by data from the calendar year preceding the budget year.

F) The support required for the capital expenditure budget shall be equitably apportioned among the parties hereto by the Board after consideration of:

- (i) Funds available from Federal grants and other sources;
- (ii) Transportation service requirements for capital expenditure for replacement and general system use; and
- (iii) Special capital costs required for equipment and facilities to provide additional or increased service within any area served by the VVTA.
- (iv) Such other factors as the Board may deem appropriate.

G) The support required for the annual Administrative budget and other costs incurred by VVTA that are not directly attributable to the cost of transportation services provided within each party's jurisdiction shall be equally apportioned among the seven Board member jurisdictions. Any modification to the subsidy funding methodology shall require an amendment to this Agreement.

SECTION 7. Provision of Transit Service.

VVTA exercises the common power of the parties by providing and maintaining a public transportation service connecting, as well as within the corporate limits of the parties and the unincorporated areas served. The VVTA shall, to the extent feasible and within policy parameters provided for transit services, provide a standardized system of fares and a uniform system of transfers, provided, however, that changes in fares and changes in routes shall be established only following a public hearing on the proposed change, with detailed notice and exhibit to the governing bodies of the parties at least thirty (30) days prior to the proposed change.

SECTION 8. Employees.

Should any party request that VVTA assume operation of transportation services previously operated by said party, and the Board approves such assumption of operation, then VVTA shall consider or require a transportation contractor to consider employment of public transportation service employees of said party.

SECTION 9. By-Laws, Rules and Amendments Thereto.

The Board of the Authority shall adopt such by-laws as deemed necessary and may from time to time adopt such rules and regulations for the conduct of its meetings and affairs as may be required. This agreement may be amended at any time by the written consent of all parties to it. Any by-laws, rules and regulations adopted by the Board may be amended at any time by a majority vote of the Board.

SECTION 10. Treasurer.

The Treasurer of the Authority shall:

- A) Receive and receipt for all money of VVTA and place it in the treasury so designated to the credit of VVTA;
- B) Be responsible upon his/her official bond for the safekeeping and disbursement of all VVTA money held by him/her;
- C) Disburse, when due, funds received by him/her, all sums payable on outstanding VVTA bonds and coupons;
- D) Pay any other sums due from VVTA from the entity's or any portion thereof, upon warrants of the VVTA controller designated herein;
- E) Provide monthly reports of revenue and expenses and performance factors, as well as a mid-year budget review to the Board each February.
- F) Invest funds in accordance with Section 4(g) of this Agreement.

SECTION 11. Controller.

The Controller of the Authority shall:

- A) Issue checks to pay demands against VVTA which have been approved by the Executive Director or other person designated by the Board;
- B) Be responsible on his/her official bond for his/her approval of disbursement of VVTA money;
- C) Keep and maintain records and books of accounts on the basis of the uniform classification of accounts adopted by the State Controller. The books of accounts shall include records of assets, liabilities and of contributions made by each party; and
- D) Cause to be made an annual audit of the accounts and records of VVTA as prescribed in California Government Code Sections 6505 and 26909.

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SECTION 12. Executive Director - Appointment and Duties.

The Board may select and hire/employ an Executive Director for the Authority. The duties and responsibilities of said Executive Director shall be to carry out the policies and directives of the Board. In addition, he/she shall perform the duties and carry out the other responsibilities in furtherance of the purpose of this agreement as he/she is directed by the Board. The Executive Director shall serve at the pleasure of the Board.

SECTION 13. Termination - Withdrawal of Party.

A party may withdraw from this agreement as of the first day of July of any year following six months' notice to the other parties by resolution of intent to withdraw adopted by the legislative body of the party; provided, however, that VVTA assets directly attributable to the accumulated capital contribution of the withdrawing party shall remain with the system for use by VVTA without compensation to the withdrawing party, until the termination of this agreement and the distribution of assets to all parties in winding up; and provided further that the withdrawing party shall remain liable for and shall pay its proportional share of any indebtedness incurred while the withdrawing party is a party. Any party newly joining VVTA will not be subject to forfeiture of contributed assets upon termination for a period of two years. During the first two years of membership, a party will maintain title to the contributed assets, which shall be used and maintained by VVTA in accordance with industry standards and applicable regulations. If a new party decides to withdraw during the first two years of membership, it may withdraw from VVTA with six months notice. The contributed assets of the withdrawing party will be returned to the party in an "As-Is" condition, without further liability on the part of VVTA.

SECTION 14. Winding Up.

If this agreement is terminated, all property and equipment owned by VVTA shall be distributed to the parties. Distribution to each party shall be made in the same proportion as that reflected in the parties' accumulated capital contribution accounts as shown in the Controller's books of account. Cash may be distributed in lieu of property or equipment.

If the parties cannot agree as to the valuation of the property or to the manner of its distribution, the distribution or valuation shall be made by a neutral person appointed by the Board.

This agreement shall not terminate until all property has been distributed in accordance with this provision; and the winding up and property distribution hereunder shall be affected in the manner calculated to cause the least disruption of existing public transportation service.

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SECTION 15. Additional Parties.

Existing or newly formed municipalities and counties may be added to this agreement upon such terms and conditions as may be imposed by the Board and upon such entity executing this Joint Powers Agreement.

SECTION 16. Amendments.

This agreement may be amended by written amendment unanimously approved by the parties, except that parties may be added in accordance with the provisions of Section 15.

SECTION 17. Successors.

This agreement shall be binding upon and shall inure to the benefit of the successors of the parties.

SECTION 18. Severability.

Should any part, term, portion or provision of this agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter in the first instance.

SECTION 19. Termination of Prior Agreement.

Upon this agreement becoming effective, the prior agreement creating the Victor Valley Transit Service Authority and all previous amendments shall become null and void and superseded by this agreement.

SECTION 20. Multiple Counterparts

This Agreement is executed in multiple counterparts, any of which shall be deemed an original for any purpose.

WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested to by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written. IN WITNESS THEREOF, the parties executed this agreement.

THE CITY OF VICTORVILLE

ATTEST:

By:

By:

Mayor, City of Victorville

City Clerk, City of Victorville

THE CITY OF ADELANTO

ATTEST:

By:

By:

Mayor, City of Adelanto

City Clerk, City of Adelanto

THE CITY OF HESPERIA

ATTEST:

By:

By:

Mayor, City of Hesperia

City Clerk, City of Hesperia

THE TOWN OF APPLE VALLEY

ATTEST:

By:

By:

Mayor, Town of Apple Valley

Town Clerk, Town of Apple Valley

THE CITY OF BARSTOW

ATTEST:

By:

By:

Mayor, City of Barstow

City Clerk, City of Barstow

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COUNTY OF SAN BERNARDINO:

By _____
James Ramos Chairman
Board of Supervisors

Date _____

SIGNED AND CERTIFIED THAT
A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

LAURA WELCH, Clerk of the
Board of Supervisors

By _____
Deputy

Date _____

APPROVED AS TO LEGAL FORM:

JEAN RENE BASLE, County Counsel
San Bernardino County, California

By _____
Deputy

Date _____