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 95833

CalTIP OVERSIGHT COMMITTEE MEETING **AMENDED AGENDA**

**Thursday, March 13, 2025
 10:00 a.m.**

Teleconference

Join the meeting via Zoom:

[Meeting Link](#)

Join by phone: 1 (408) 638-0968

Meeting ID: 820 3636 5282

Passcode: 507841

All or portions of this meeting will be conducted by teleconferencing in accordance with Government Code Section 54953(b). Teleconference locations are as follows:

- City of Lodi, 221 West Pine St., Lodi, CA 95240
- **Humboldt Transit Authority, 133 V St., Eureka, CA 95501**
- Monterey-Salinas Transit District, 19 Upper Ragsdale Dr., Suite 200, Monterey, CA 93940
- Nevada County, 13081 John Bauer Ave., Nevada, CA 95959
- Omnitrans, 1700 W. Fifth St., San Bernardino, CA 92411
- San Joaquin Regional Transit District, 421 E. Weber Ave., Stockton, CA 95202
- San Luis Obispo Regional Transit Authority, 253 Elks Ln., San Luis Obispo, CA 93401
- Santa Cruz Metropolitan Transit District, 110 Vernon St., Santa Cruz, CA 95060

Each location is accessible to the public, and members of the public may address the Committee from any teleconference location.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation to participate in this meeting, please contact Taysha James at (916) 244-1186 or taysha.james@sedgwick.com. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Documents and materials relating to an open session agenda item that are provided to the Committee less than 72 hours prior to a regular meeting will be available for public inspection at 1750 Creekside Oaks Dr., Suite 200, Sacramento, CA 95833.

Page 1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

4. PUBLIC COMMENTS - *This time is reserved for members of the public to address the Committee relative to matters of the California Transit Indemnity Pool not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to five minutes per person and twenty minutes in total.*

4 5. CONSENT CALENDAR

- 5** *A. Minutes of the October 17, 2024, Oversight Committee Meeting
 - 13** *B. Strategic Action Plan for 2023/24 – 2024/25
 - 25** *C. 2024/25 Liability Program Memorandum of Coverage - Endorsement Number 3
 - 26** *D. 2024/25 Vehicle Physical Damage Program Memorandum of Coverage - Endorsement Number 1
 - 27** *E. Notice of Self-Insured Retention (SIR) Changes by El Dorado County Transit Authority and Gold Coast Transit District
 - 29** *F. Draft 2025/26 Liability Program Memorandum of Coverage
 - 46** *G. Draft 2025/26 Vehicle Physical Damage Program Memorandum of Coverage
- Recommendation: Approval of the Consent Calendar.***

6. REPORTS

- 56** A. Report by General Manager
- Recommendation: None.***

7. REINSURANCE AND EXCESS INSURANCE MATTERS

- 58** A. 2025/26 Reinsurance and Excess Insurance Renewals
- Recommendation: None.***

8. ADMINISTRATIVE MATTERS

- 59** *A. Proposed Addendum to the Agreement with Sedgwick for Pool Administration, Financial, Risk Control, and Litigation Management Services
- Recommendation: None.***
- 62** *B. Renewal Proposal and Agreement Addendum for Claims Administration Services with Sedgwick
- Recommendation: None.***
- 78** *C. Update Regarding Employer Pull Notice (EPN) Service Providers
- Recommendation: None.***

* Reference materials attached with staff report.

- 98 *D. Proposed Meeting Schedule for the 2025/26 and 2026/27 Program Years and Facilitator for the 2025 Strategic Planning Session

Recommendation: The Oversight Committee:

- 1) ***Provide feedback and direction regarding the proposed meeting schedule for the 2025/26 and 2026/27 program years.***
- 2) ***Authorize the CalTIP General Manager to engage Bechamps & Associates to facilitate the strategic planning session.***

9. GOVERNANCE MATTERS

- 113 *A. Results of the CalTIP Board Member Self-Assessment and Board Effectiveness Survey

Recommendation: None.

- 135 *B. Revisions to Governance Policy 3.02, Service Providers - Use of Contracted Consultants

Recommendation: The Oversight Committee review and recommend to the Board approval of the revised GP 3.02, Service Providers – Use of Contracted Consultants.

10. ELECTIONS

- 139 A. Election of Board Members to the Member Services Committee

Recommendation: The Nominating Committee recommends the Oversight Committee elect the slate of four candidates to serve on the Member Services Committee, with terms expiring April 30, 2027.

- 141 B. Election of Board Members to the Finance and Administration Committee

Recommendation: The Nominating Committee recommends the Oversight Committee elect the slate of four candidates to serve on the Finance and Administration Committee, with terms expiring April 30, 2027.

11. CLOSING COMMENTS

This time is reserved for comments by Committee members and/or staff and to identify matters for future Committee business.

- A. Committee Members
- B. Staff

12. ADJOURNMENT

CONSENT CALENDAR
Agenda Item 5.A. - 5.G.

SUBJECT: Consent Calendar

BACKGROUND

All matters listed under the Consent Calendar are considered to be routine and can be enacted by one motion. There will be no separate discussion of these items prior to the time the Committee votes on the motion unless members of the Committee, staff, or public request specific items to be discussed or removed from the Consent Calendar for specific action.

RECOMMENDATION

Approval of the Consent Calendar.

REFERENCE MATERIAL

- A. Minutes of the October 17, 2024, Oversight Committee Meeting
- B. Strategic Action Plan for 2023/24 – 2024/25
- C. 2024/25 Liability Program Memorandum of Coverage - Endorsement Number 3
- D. 2024/25 Vehicle Physical Damage Program Memorandum of Coverage - Endorsement Number 1
- E. Notice of Self-Insured Retention (SIR) Changes by El Dorado County Transit Authority and Gold Coast Transit District
- F. Draft 2025/26 Liability Program Memorandum of Coverage
- G. Draft 2025/26 Vehicle Physical Damage Program Memorandum of Coverage



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CalTIP Oversight Committee Meeting

Thursday, October 17, 2024

Teleconference

Minutes

1. CALL TO ORDER

Chair Julia Tyack called the meeting to order at 10:04 a.m.

2. ROLL CALL AND INTRODUCTIONS

A roll call was taken, and it was determined a quorum of the Committee was present.

Committee Members Present:

Chair: Julia Tyack, City of Lodi

Vice Chair: Kelly Halcon, Monterey Salinas Transit District

Robin Van Valkenburgh, Nevada County

Chuck Farmer, Santa Cruz Metropolitan Transit District

Carl Hasty, Tahoe Transportation District

Erin Rogers, Omnitrans

Committee Members Absent:

Geoff Straw, San Luis Obispo Regional Transit Authority

Curtis Moses, San Joaquin Regional Transit District

Others Present:

Chrissy Mack, General Manager

Maria De Leon, Deputy General Manager

Taysha James, Member Services Coordinator

Doug Alliston, Board Counsel

Amanda Garcia, Sedgwick

P.J. Skarlanic, Alliant Insurance Services

Andrew Halsall, Government Entities Mutual Inc., PCC (GEM)

3. APPROVAL OF AGENDA AS POSTED (OR AMENDED)

Kelly Halcon moved, seconded by Chuck Farmer, to approve the agenda as posted. A roll call vote was taken. The motion passed unanimously.

4. PUBLIC COMMENTS

None.

5. CONSENT CALENDAR

- A. Minutes of the March 14, 2024, Oversight Committee Meeting
- B. Government Entities Mutual Inc., PCC (GEM) 2023 Annual Report
- C. Results of the 2023/24 Vendor and Sedgwick Evaluation Surveys

Chuck Farmer moved, seconded by Erin Rogers, to approve the Consent Calendar. A roll call vote was taken. The motion passed unanimously.

6. REPORTS

A. Report by General Manager

Chrissy Mack, General Manager, summarized the written report regarding activities that have occurred since the last meeting of the Oversight Committee, which included an update on the status of Siskiyou Transportation Agency's membership in CalTIP, distribution of the annual renewal survey, accreditation with CAJPA, application for recognition with the Association of Governmental Pools (AGRiP), member orientations, and other items that will be discussed at various committee meetings.

Ms. Mack provided an update regarding staffing changes at the Sedgwick claims team. She noted Kristin Echeverria, Claims Examiner, has left Sedgwick and the impacted members have been notified that Brian Davis, Claims Team Lead, will serve as the primary contact until Ms. Echeverria's replacement has been identified.

Ms. Mack also reported that CAJPA has requested claims and exposure data for a study related to tort reform. She noted that there is no cost to participate in the study. She added participation may be worthwhile with the increased frequency of nuclear verdicts. She indicated claimant information would be removed from the data before it is provided to CAJPA.

7. EXCESS AND REINSURANCE MATTERS

A. Preliminary Overview of 2025/26 and Review of 2024/25 Liability Program and Vehicle Physical Damage Program Excess and Reinsurance Insurance Renewals – Alliant Insurance Services

P.J. Skarlanic, Alliant Insurance Services (Alliant), began with a review of the 2024/25 program year renewal. He stated the Liability Program had an overall cost increase of 14.3% due to increases in composite program rates by 8.8% and exposure base by 5.5%, respectively. He noted Government Entities Mutual's capacity was increased from \$4M to \$5M in excess of the \$2M pooled limit.

Mr. Skarlanic provided an overview of the current liability market, noting continued market pressures on rates and self-insured retentions (SIRs). He indicated one of the challenges has been carriers reducing capacity. Ms. Mack noted a need to focus on contracted operations with micro-transit and the topic will be discussed during the strategic planning session in 2025.

Mr. Skarlanic also discussed the Vehicle Physical Damage (VPD) Program and reminded the Committee the overall cost increase for the 2024/25 program year was 21% due to composite program rate increases of 8% and an increase in the exposure base of 13%. He added the per vehicle sublimit was increased from \$1.5M to \$1.75M, and the pooled limit remained at \$100K.

Mr. Skarlanic stated the property market is still experiencing significant volatility due to recent catastrophic events, which could impact the auto physical damage market. He noted the market may impose higher deductible limits in the near future. He added his team will continue to bring higher excess limit options at renewal for CalTIP's consideration.

It was noticed Mr. Skarlanic will provide similar reports at the December 2024 Board meeting.

B. Update on Government Entities Mutual Inc., PCC (GEM) – Andrew Halsall

Ms. Mack introduced Andrew Halsall, President and Chief Executive Officer of GEM. GEM has been CalTIP's reinsurance partner in the Liability Program since 2005 and currently provides reinsurance of \$5M in excess of CalTIP's \$2M retention. Mr. Halsall informed the Committee in the approaching 2025/26 program year, GEM will reduce its limit of coverage provided to CalTIP by \$1M, from \$5M to \$4M, due to GEM's own reinsurers' request to reduce GEM's exposure. Mr. Halsall assured the Committee this is a measured response to GEM's reinsurers' request in an effort to maintain meaningful coverage for the long-term of the organization.

It was noted Mr. Halsall will provide a similar report to the Board at the December meeting.

8. ADMINISTRATIVE MATTERS

A. Discussion of Self-Insured Retention Actuarial Study

Ms. Mack stated members may choose an SIR in the Liability program of \$0 (\$10k pre-funded), \$25k, \$50k, \$100k, \$250k, or \$350k. Members share in the cost of claims exceeding the member's SIR to \$2M. Ms. Mack explained there have been discussions on whether members are at the appropriate SIR level based on their size and claims activity. She added in 2016, a study was prepared by CalTIP's actuary on this specific issue but due to other priorities, the study was not finalized.

Ms. Mack recommended a new study be conducted by the current actuary, Bickmore Actuarial. She noted the expanded SIR study will be more comprehensive in its analysis than the price indications staff can prepare for the members during the program year. The results of the SIR study will be included for discussion at the strategic planning session in 2025.

Robin Van Valkenburgh moved, seconded by Kelly Halcon, to approve engaging Bickmore Actuarial to conduct a self-insured retention (SIR) actuarial study in the current fiscal year for a fee of \$3,500, to be paid from the risk management consulting line item of the operating budget. A roll call vote was taken. The motion passed unanimously.

B. Discussion Regarding Expiring Agreement with Sedgwick for Claims Administration Services of Liability and Vehicle Physical Damage Claims

Ms. Mack stated the agreement with Sedgwick for the administration of claims for both lines of coverage will expire on April 30, 2025, and she introduced Amanda Garcia, Vice President of Sedgwick Client Services, to the Committee. Ms. Garcia engaged in a discussion with the Committee regarding the expiring service agreement. Ms. Mack and Maria De Leon, Deputy General Manager, left the meeting and did not participate in the discussion.

Members stated the Sedgwick Claims team is knowledgeable, and they have not experienced service issues. The members considered whether a Request for Proposal (RFP) or Information for Bidders (IFB) was necessary. They also discussed if it would be worthwhile considering the limited number of providers in the market and the potential difficulty of transferring claims should a new vendor be selected.

Upon return, Ms. Mack clarified staff could not be involved in the RFP process, contract negotiations, or provide recommendations on the service agreement since staff is also employed by Sedgwick. She noted those activities will be led by the CalTIP Chair, Vice Chair, and Legal Counsel.

Members noted no major areas for concern regarding services and concurred to move forward with negotiating a new agreement with the incumbent service provider.

Kelly Halcon moved, seconded by Erin Rogers, to approve negotiating a new agreement with Sedgwick for claims administration services with the negotiation to be headed by the appropriate Board officers and CalTIP legal counsel. A roll call vote was taken. The motion passed unanimously.

C. Discussion Regarding Expiring Agreement with Alliant Insurance Services, Inc. for Brokerage and Consulting Services

Ms. Mack stated the agreement with Alliant Insurance Services, Inc. for Brokerage and Consulting Services will expire on June 30, 2025. Alliant has served as CalTIP's broker of record since 2005. The Committee was presented with a four-year proposal from Alliant, which included a one-time, 5% increase in the base fee for the first year and an annual Consumer Price Index (CPI) increase, each year, for the remaining three years. It was noted CalTIP receives a flat fee for services rather than commissions-based, saving approximately 10-15% in service fees. Alliant markets and secures CalTIP's reinsurance and excess insurance for both programs, issues certificates of coverage, provide the database to house the member vehicle schedules, and more.

Discussion ensued on whether to issue an RFP for brokerage services. It was noted CalTIP has a policy related to contracted consultants stating CalTIP does not automatically need to undergo a competitive bid process for engaging specialized services, such as brokerage services. It was noted CalTIP staff and members have expressed satisfaction with the services provided by Alliant. Ms. Mack noted if any service issues were to arise, these would be immediately addressed with the Oversight Committee and Board.

Carl Hasty moved, seconded by Robin Van Valkenburgh, to recommend CalTIP renew an agreement with Alliant for the period of July 1, 2025, through June 30, 2029. A roll call vote was taken. The motion passed unanimously.

D. Discussion Regarding Expiring Agreement with SambaSafety for Employer Pull Notice (EPN) Services

Ms. Mack stated CalTIP has offered optional DMV-certified Employer Pull Notice (EPN) services to members at no direct cost through an agreement with an EPN service provider. She noted CalTIP originally contracted with Samba FleetWatch (now SambaSafety) in 2009 for EPN services but later transitioned to A-Check Global (A-Check) due to service issues expressed by members participating in the EPN program.

Ms. Mack further stated, in early 2024, the EPN services transitioned back to SambaSafety due to the acquisition of A-Check by Sterling, SambaSafety's parent company, with Sterling serving as the administrator of the program. In September 2024, staff was notified that the administration of the program would move to SambaSafety from Sterling. The change required CalTIP to enter a new agreement with SambaSafety for the period of October 1, 2024, to January 31, 2025.

Ms. Mack noted surveys were distributed to the members to obtain feedback regarding their experience with SambaSafety since the transition and received mixed reviews. She requested the Committee authorize negotiating a one-year renewal agreement with SambaSafety and assess again in 2025 when the new vendor evaluation survey results will be available. Concurrently, staff will evaluate an alternative service provider and have one or two member volunteers pilot and evaluate the alternative provider's system and services.

Kelly Halcon moved, seconded by Robin Van Valkenburgh, to authorize the CalTIP General Manager to negotiate a renewal agreement with SambaSafety effective February 1, 2025, to be reviewed by CalTIP Legal Counsel. A roll call vote was taken. The motion passed unanimously.

E. Discussion Regarding Roundtable Topics at December 2024 Study Session (Board Meeting)

Ms. De Leon stated the December Study Session typically includes a standing agenda item that allows Board members to break into groups for roundtable discussions on various topics, some of which are derived from Enhance Member Communication (EMC) series discussions. She noted a suggestion was received from a member to replace the roundtable with a presentation on tort reform in California by a representative from either the California Transit Association (CTA) or California Association for Coordinated Transportation (CalACT). It was determined the tort reform would instead be added as an option for the roundtable discussions. The Committee selected the following topics for the roundtable:

- Affordable Housing as it Relates to Driver Recruitment and Turnover
- Federal Transit Authority Regulations for Driver Assaults/De-escalation Techniques
- Emerging Safety Programs and Requirements
- Supreme Court Decision Regarding the Unhoused & Its Potential Impacts on Transit
- Best Practices for Onboarding and Driver Training
- California Tort Reform Initiatives

9. GOVERNANCE MATTERS

A. Governance Policy Contents and Compliance Review (Oversight Committee) and Administrative Policy Contents and Compliance Review (Staff)

Ms. De Leon stated CalTIP's governance policies and administrative policies have followed the Carver Policy Model of governance since 2015. The model allows the Board to delegate much of the management responsibilities to staff and committees while allowing the Board to focus more on policy matters. She noted some policies are reviewed annually while all others are reviewed every three years; all policies designated as a "governance" policy type

are assigned to the Oversight Committee for review, while those designated as an “administrative” policy type are assigned to CalTIP Staff for review.

Ms. De Leon stated to assist in the review process, staff completed an initial review of all the policies and prepared a chart outlining each policy with notes indicating whether amendments are recommended and whether CalTIP is compliant with the monitoring component of each policy. The policies with proposed amendments are Governance Policy (GP) 2.10 – Nominating Committee, GP 2.11 – Allocation of Vehicle Physical Damage Program Insurance Limits of Liability; and GP 4.02 – Asset Protection. The change to GP 2.10 would add language to allow the Board Chair to forgo a Nominating Committee meeting to review a single nomination. GP 2.11 has modified language to clarify the example provided in the policy is not based on actual CalTIP coverage limits. GP 4.02 has added language, recommended by AGRiP regarding the recording, review, and ownership of assets by CalTIP.

Carl Hasty moved, seconded by Kelly Halcon, to direct staff to finalize the administrative and governance policy contents and compliance chart for presentation and approval by the CalTIP Board of Directors in December 2024. A roll call vote was taken. The motion passed unanimously.

B. Election to Fill Mid-Term Vacancy on the Member Services Committee

Ms. De Leon stated a solicitation for nominations for one mid-term vacancy on the MSC with the term expiring April 30, 2026, was distributed to the membership on September 6th. The vacant position was previously held by Lisa Cox, Monterey-Salinas Transit District (MST). She noted one nomination was received for Jarred Augusta, who serves as the Risk and Security Manager for MST and joined the Board as an alternate in February 2023.

Carl Hasty moved, seconded by Chuck Farmer, to elect Jarred Augusta, Monterey-Salinas Transit District, to fill the mid-term vacancy on the Member Services Committee with the term expiring April 30, 2026. A roll call vote was taken. The motion passed unanimously.

10. CLOSING COMMENTS

A. Committee Members

Carl Hasty announced he will retire at the end of the year. The Committee and staff thanked Mr. Hasty for his years of participation on the Committee and Board.

B. Staff

Taysha James, Member Services Coordinator, stated she looks forward to seeing everyone at the Board meeting in Long Beach on December 5-6, 2024, and noted registration will be distributed soon.

11. ADJOURNMENT

There being no further business, the meeting adjourned at 12:23 p.m. by general consent.

Respectfully submitted,

Chrissy Mack
CalTIP General Manager/Board Secretary



**Strategic Action Plan
2023/24 and 2024/25
Adopted: December 1, 2022
Last Reviewed: December 5, 2024**

Goals	Assigned Party	Target Completion Date	On Target	Revised	Done	Comments
I. Member Retention and Accountability						
A. Conduct meetings with members to review the value of CalTIP and discuss member’s needs regarding coverage and services.	Staff	Apr. 2025	X			This is done on an ongoing basis.
B. Conduct comparative analysis between contracted and in-house transit operations to determine if there are any measurable differences in risk to CalTIP.	Staff MSC	Apr. 2025		X		Include historical discussions and recommendations regarding in-house and contracted operations.
C. Identify potential areas where minimum standards may be established and explore implementing measures for non-compliance to those standards.	Staff MSC	Aug. 2025		X		Slated for further discussion at the Board Strategic Planning Session in August 2025.
D. Develop a comparative cost analysis of CalTIP’s coverage programs (including value-add services) vs. commercial market to demonstrate the cost advantage of CalTIP.	Staff, Alliant	Dec. 2024			X	Alliant provides a presentation to the Board on this topic on a period basic, with the last presentation held at the December 2024 Board meeting.
II. Coverage and Services						
A. Conduct a review of memorandums of coverage and program governing documents to determine if changes are warranted based on changing transit environment.	Staff OC	Apr. 2025			X	This review is conducted on an annual basis.
1. Identify emerging and changing transit exposures	Staff	Apr. 2024			X	Staff reviews the annual renewal surveys for information regarding any changing exposures.
B. Review opportunities for adding optional coverages to address any unmet member needs.	Staff OC	Apr. 2025		X		Slated for further discussion at the Board Strategic Planning Session in August 2025.
III. Growth						
A. Evaluate new member criteria in underwriting policy to determine if changes are warranted.	Staff MSC	Dec. 2024			X	GP 3.01 Membership Criteria and Underwriting Policy was reviewed as part of the triennial governance policy review schedule, and there are no recommended changes to the policy warranted at this time. The policy was presented for review and approval at the December 2024 Board meeting.

Goals	Assigned Party	Target Completion Date	On Target	Revised	Done	Comments
IV. Fiscal Health						
A. Evaluate current minimum equity thresholds.	Staff FAC	Dec. 2023			X	Current equity threshold is 10 times the program self-insured retention. Staff reviewed the current target equity threshold and recommended at the 11/30/23 meeting, CalTIP remain at the current threshold. A review of the target equity threshold for each program will be conducted on an ongoing basis to determine if a change is warranted in the future.
B. Evaluate current dividend return policies in the liability and vehicle physical damage programs.	Staff FAC	Dec. 2023			X	Revisions were made to the Liability Program retrospective adjustment calculation, and it was determined no changes should be made to the Vehicle Physical Damage Program dividend calculation.
C. Review options for utilizing equity to benefit all members.	Staff FAC	Aug. 2025		X		Slated for further discussion at the Board Strategic Planning Session in August 2025.
V. Technology						
A. Utilizing the claims system, develop claims-related dashboard reports for use by members and CalTIP staff.	Staff MSC	Apr. 2025		X		Currently under review.
VI. Governance						
A. Enhance education regarding board member roles and responsibilities.	Staff	Dec. 2024			X	This information is being provided as part of CalTIP's new member orientation.
B. Develop officer, board, and committee succession plan.	Staff OC	Aug. 2025		X		Slated for further discussion at the Board Strategic Planning Session in August 2025.

ANNUAL ACTIVITIES

PROJECT / TASK	ASSIGNED PARTY	COMMENTS/STATUS
1. Analyze and make recommendations to refine safety and loss control services to address highest priority loss causes including the collection and analysis of 3-5 years loss data for frequency and severity.	Staff, MSC, BOD	Ongoing
2. Identify and implement preventative programs such as training and equipment to address frequency or severity issues.	Staff, MSC, BOD	Ongoing
3. Ensure timely and accurate completion of the annual actuarial study.	Staff, AC	Actuarial Studies are presented to the BOD at their Spring meeting.
4. Analyze and report on measurement indicators including investment performance, equity targets, and provide recommendations regarding options such as raising the pooled self-insured retention, etc.	Staff	Ongoing
5. Manage invoicing, contribution collection, and cash flow processes more accurately and efficiently.	Staff	Invoices distributed July 1 st .
6. Evaluate current excess/reinsurance liability and vehicle physical damage insurance programs and examine alternatives.	BOD, Staff	Ongoing
7. Recommend for Board's identification and selection annually those areas of education and input needed to increase the level of wisdom and forethought that it can give to subsequent choices (i.e., Governance Process Policy #2.05).	BOD, Staff	Study Session
8. Continuously monitor organizational and political implications of policy governance and make recommendations for improvement as necessary.	BOD, Staff	Ongoing discussions with OC and BOD.
9. Explore technological solutions to enhance business practices, membership services and communication, and safety and loss control services (e.g., enhanced website content or web-based meeting tools).	BOD, Staff	Ongoing
10. Report interim financial information to the Board via Quarterly Expenditure Report.	Staff	Quarterly
11. Maintain information sharing processes with associations and regulatory agencies.	BOD, Staff	Ongoing

12. Solicit referrals from existing members in an effort to identify potential members.	BOD, Staff	Ongoing
13. Identify ways to increase participation and attendance to Board and Committee meetings such as teleconference/regional meetings (Goal of 70% attendance).	BOD, Staff	Ongoing
14. Identify and define all resources available to CalTIP.	Staff	A “resources-at-a-glance” document is being provided to members during member visits and orientation. The document is updated as change occurs.
15. GP 3.01, Membership Criteria and Underwriting Policy - Evaluate membership requirements and make revisions as deemed necessary to underwriting protocols.	Staff, OC	Ongoing - The review cycle for each governance policy is once every three years. The policy was last reviewed by Board in December 2021 and the next review occurs in 2024. Reviewed by staff and Oversight Committee in October 2024.
16. Allocate resources by impact of liability to CalTIP.	Staff, MSC, OC	A Risk Control Work Plan is developed annually for each program year, and resources are allocated based on input and directions from the Member Services Committee and the Board.
17. Market the availability of the resources to the membership.	Staff	This is being accomplished during the member site visits and orientation.
18. Conduct member and new Board member training through education and on-site visits. Complete site visits of all members within 24 months and then repeat.	Staff	Member orientations are being conducted on an on-going basis via teleconference, virtual meetings, or on-site visits (on-site visits suspended in 2020 due to pandemic).

19. Provide access to online training materials through the CalTIP website.	Staff, MSC	A new risk control website was implemented January 1, 2024. CalTIP members have access to the Sedgwick Risk Control Resources website; a separate registration is required.
20. Allocate time at Board meetings for open forum and/or networking activities.	Staff, BOD	Ongoing – Roundtable discussions are scheduled at Board meetings as time permits.
21. Create a membership marketing presentation for existing members.	Staff	Staff conducts member orientations and discusses participation on committees and the Board.
22. Train all members on the entire claims management process.	Staff, Sedgwick (Claims)	Ongoing
23. Enhance Member Education and “Internal Marketing – Staff collaborate with Oversight Committee members to conduct member outreach.”	Staff, OC	Ongoing
24. Define “participation” within the organization.	Ongoing	As of Dec. 2022, members appear to be engaged in the organization. Staff will continue to monitor meeting attendance on an on-going basis.
25. Develop protocols/procedures for approving contracts for members’ contracted operators.	Ongoing	As a value-added service, CalTIP provides contractual risk transfer services to its members, which includes a review of insurance requirements and indemnity language contained in request for proposals or member contracts with their outside vendors.
26. Include information in new membership marketing plan to promote membership criteria and value of membership in CalTIP.	Ongoing	Information is provided to potential new members regarding the various services and programs offered by CalTIP.

<p>27. Create marketing plan presentation.</p>	<p>Ongoing</p>	<p>Ongoing. About Us is a document provided to prospective members containing general information about CalTIP, its history, current organization structure, coverage programs, and more, along with At-A-Glance, which is a one-page document that provides a snapshot of value-added services available to CalTIP members, and a one-page document comparing the advantages of CalTIP over commercial insurance.</p> <p>A slide presentation is provided to new Board members and/or member agency staff, which also contains information about CalTIP's history, current membership, governance structure, coverage structure for both Liability and Vehicle Physical Damage Programs, benefits, staff and service providers information, claims reporting information, services and benefits, and more.</p>
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COMPLETED PROJECTS/TASKS

PROJECT / TASK	COMPLETION DATE	COMMENTS/STATUS
1. Analyze “float” (i.e., due to insurance year starting on May 1 st versus contribution due date of July 1 st) and make recommendations to address.	November 2007	The Board agreed to continue its current practice of invoicing members July 1st for their contributions instead of May 1 st (the start of a new program year).
2. Recommend litigation management protocols.	April 2008	The Board approved Res. 02-2008 Establishing a Litigation Management Policy.
3. Renew marketing of SAMBA electronic pull notice system, with option for contractors.	April 2008	The option for contractors was finalized in early 2008. There will be continued communication and marketing.
4. Analyze administrative expense/revenue mismatch after reviewing expenses and make recommendations to address.	April 2008	The Board approved changing the administrative deposit from a fixed fee to a fee that is developed annually based on the budget.
5. Develop and institute formal staff job descriptions.	April 2008	The descriptions were submitted with the program administration transition plan.
6. Develop program management transition plan and a recommendation to the Board.	April 2008	Submitted to the Board along with other transition information.
7. Ensure completion of actuarial task force’s work and implementation of task force’s recommendations, with focus on developing, promulgating, and training all members on clear and written claims data reporting protocols, and developing and instituting amongst staff and consultants clear and written data verification.	December 2008	The Actuarial Task Force was dissolved at the December 2008 Board meeting. There will be continued communication and training regarding data reporting protocols.
8. Analyze and revise the CalTIP Travel Reimbursement Policy to correspond with current needs of Board members and CalTIP and streamline administration of policy.	April 2009	Revised Policy approved at April 2009; applies to reimbursements May 1, 2009, and beyond.
9. Recommend criminal background check protocols.	April 2009	The Board approved Res. 01-2009, Establishing a Criminal Background Check Policy.
10. Training focused on vehicle schedules and valuations.	December 2009	Training provided by Alliant and BRS at the Board meeting.
11. Analyze and revise policy for the CalTIP Education Reimbursement Fund to increase utilization of funds and streamline process.	April 2010	The Board approved a revised Policy effective as of May 1, 2010.
12. Analyze and address, if necessary, member funding of claims reserves.	April 2010	A memorandum from the CalTIP General Manager was distributed to the Board at their April 2010 meeting.
13. Recommend governance policies to clarify or conclude “pool of last resort” or “selective pool” and evaluate the impact on membership growth.	April 2010	Since the Board has established criteria for admitting new members, it has been determined by the Oversight Committee that this item is a non-issue. Membership requirements will be re-communicated to the Board and membership.
14. Develop policy and procedure for determining the Actual Cash Value of vehicles as recorded in the online vehicles schedule, Oasys-Net.	December 2010	The Board approved Res. 03-2010 Establishing Guidelines for the Valuation of Member Vehicles. This resolution was superseded by GP 3.05, approved by the Board on December 3, 2020.

15. Evaluate and implement a records retention policy.	December 2010	The Board approved Res. 02-2010, Establishing a Record Retention Policy.
16. Develop policies or best practices for CalTIP members to address issues with mobility devices and/or passengers exceeding bus lift restrictions.	April 2010	The Board approved implementation of a mobility securement training including a marking and tethering program. MSC approved in 2011 wheelchair ramp and lift training.
17. Analyze rating structure and make recommendations that would allow contractor's coverage to be primary while CalTIP's coverage would be excess in recognition that many members are utilizing contract services and may be receiving insurance coverage through the contractor	November 2010	Due to complexity of the project, the OC tabled further action on the alternative rating structure and directed staff to focus its efforts on reviewing contracts where the member are not currently reporting the exposure and coverage is being provided by the contractor and developing guidelines.
18. Refine "risk profile" mechanism including more precise cause of loss trend analysis.	December 2010	A revised Risk Profile Report was presented to the Board. Additional analysis now being completed on loss data.
19. Evaluate whether or not to include vanpools as part of CalTIP liability coverage.	April 2011	The Board approved exclusion of coverage for vanpools in the liability program memorandum of coverage effective May 1, 2011.
20. Organize and conduct a strategic planning meeting to identify long-term goals and objectives for CalTIP	August 2011	The Board conducted a facilitated strategic planning meeting on August 25, 2011, in San Diego, CA.
21. Develop and implement safety incentive and award programs.	September 2012	This was previously listed on the 2012/13 and 2013/14 Two-Year Agenda. At the September 2012 meeting, the MSC recommended removal of this item from the Two-Year Agenda.
22. Design and develop buttons that say "ask me about CalTIP" to be worn by all members when attending industry conferences, etc.	September 2012	This was previously listed on the 2012/13 and 2013/14 Two-Year Agenda. At the September 2012 meeting, the MSC recommended removal of this item from the Two-Year Agenda, and to leave it up to the members to implement their own incentive programs for their own agency.
23. Develop insurance and indemnity guidelines to assist CalTIP members with language in their agreements with contractors.	December 2012	CalTIP Insurance and Indemnity Guidelines were emailed to the membership in November 2012 and distributed to the BOD at their meeting in December 2012.
24. Evaluate contracts for those members who are not currently reporting mileage for contract operation.	December 2012	It was determined members should report mileage associated with contractors. The CalTIP Insurance and Indemnity Guidelines are to be used by the members as a reference when developing contracts with their vendors.
25. Define membership expectations (e.g., what a member can expect from CalTIP and vice versa) and distribute to the membership.	December 2012	Information is now included in CalTIP's various governing documents (Bylaws, Master Program Documents, etc.)
26. Evaluate proposal to upgrade CalTIP website to allow for enhanced communication, use of on-line tools, and improved content and usefulness.	December 2013	The Board approved a proposal from Bickmore for the development and maintenance of a new CalTIP website. The new website was launched on May 1, 2013.
27. Revision and implementation of new Joint Powers Authority Agreement, Bylaws, and Master Program Documents.	December 2012	The Board approved a new JPA Agreement, revised Bylaws, and Master Program Documents and implemented May 1, 2012.
28. Research and develop proposal for video conferencing for committee meetings. Proposal to address equipment needs, costs, Brown Act requirements, etc.	April 2013	The Oversight Committee recommended tabling the videoconferencing option and tested the effectiveness of a committee teleconference at their March 2013 meeting.

		Teleconference etiquette/ guidelines were distributed to the Committee.
29. Analyze administrative deposit “equity” issues and make recommendations to address.	April 2013	The Board adopted a new policy, which was phased in during the 2014/15 and 2015/16 fiscal years.
30. Develop and Implement phase 1 of new CalTIP Website	May 2013	The new CalTIP website was launched on May 1, 2013.
31. Provide access to online training materials through the CalTIP website.	May 2013 - Ongoing	A Risk Control Training portal was implemented May 1, 2013, along with the new website.
32. Evaluate and revise current safety standards and distribute to the membership.	December 2013	The Safety Standards was presented to the Board in April 2013, which were used in the SSPP Implementation Assessments.
33. Develop an independent comparative cost analysis of CalTIP’s coverage programs (including value added services) versus the commercial market to demonstrate the cost advantage of CalTIP.	December 2013	A comparative analysis was presented at the December study session by Alliant Insurance Services and staff.
34. Analyze experience modification factor calculation and present alternatives that will stabilize each member’s experience modification factor from one year to the next.	April 2014	The Board approved a revised ex-mod calculation methodology form implementation in the 2015/16 program year.
35. Develop process for verifying recommendations from all claims audits are being acknowledged and implemented.	December 2014 - Ongoing	This process began with the prior year’s audits and has continued with the member claims audits conducted during the 2014/15 program year. The process has been enhanced, with the responses from the members incorporated into the claims audit reports.
36. Allocate time at Board meetings for open forum and/or networking activities.	December 2014 - Ongoing	A Board Roundtable discussion was held at the December meeting. The Board requested to continue this activity at future Board meetings.
37. Evaluate membership requirements and make revisions as deemed necessary to underwriting protocols.	April 2015 - Ongoing	The Board approved revision to EL-51 Membership Criteria and Underwriting Policy. Staff will be working with Alliant to make refinements to the policy, and present for consideration by the Board on an on-going basis.
38. EPL Coverage – Analyze the actual exposure and evaluate options including: excluding coverage from CalTIP, group purchasing coverage, or directing members to purchase coverage on their own.	July 2017	In October 2014, the Ad Hoc MOC Comm. recommended the exclusion of EPL from the MOC but develop an alternative EPL program for those interested. In December 2014, the Board was informed of the recommendation. In December 2015, the Board approved the recommendation to exclude EPL coverage from the Liability MOC, and established July 1, 2017, as the target date of implementation. On July 1, 2017, the EPL coverage was excluded from the Liability MOC.
39. Amend current governance policies.	December 2015	The Board approved the revised governance policies.
40. Develop process for assessing and providing training on a member-by-member basis in response to a catastrophic loss.	April 2016	The Board approved adding the On-site Occurrence Investigation Consultation service to the Risk Control Work Plan beginning in 2016/17.

41. Evaluate loss of use coverage	September 2013	In September 2013, the Ad Hoc MOC Committee recommended not including loss of use coverage in the Vehicle Physical Damage MOC.
42. Single accident involving one vs. multiple members: Develop procedures for determining how the \$20M limit would be divided amongst affected members.	April 2018	The Board approved GP 2.11, Allocation of VPD Program Insurance Limits of Liability.
43. Develop web-based new Board member orientation program and CalTIP member orientation program.	April 2016- Ongoing	Staff has been conducting member orientation via teleconference or web-based platform.
44. Develop a general/risk profile for each member entity to identify commonalities in order to leverage resources.	March 2016	A Member Risk Profile Survey was completed in March 2016.
45. Train all members on the entire claims management process. 1) Include information for Program II members regarding the 20 occurrences that must be reported as soon as practicable.	May 2017	The Board approved discontinuing Program II structure effective May 1, 2017.
46. Train all members on the entire claims management process. 2) Develop web-based training.	April 2016 - Ongoing	An Occurrence Management Training has been developed as a webinar and is now available on the CalTIP website.
47. Evaluate Board Meeting Structure and Focus – Provide options for Board consideration regarding voting and quorum requirements.	December 2019	In April 2016, the Board approved amendments to the Bylaws that included changes to the voting and quorum requirements. In April 2019, the Board approved revisions to the JPA Agreement and Bylaws that further refined the quorum and voting requirements. On May 23, 2019, the amended Agreement and Bylaws were distributed to the Parties. On December 2, 2019, the JPA Agreement and Bylaws became effective upon approval of the Agreement by the required number of Parties.
48. Evaluate whether current exposure base (mileage) is still appropriate for the Liability Program.	December 2019	The Board approved to continue to utilize Mileage as the Liability Program's exposure base; however, the word "Total" was added to the revenue and non-revenue mileage definitions; and the reporting period was changed to July 1 to June 30 (from May 1 –April 30), effective May 1, 2020.
49. Amend Bylaws to limit concurrent participation on a committee to 1 representative from 1 member entity	December 2020	On November 2, 2020, the proposed amendments to Bylaws was distributed to the membership per 30-day notice requirement. On December 3, 2020, the Board approved the revised Bylaws, reflecting amendments in Article IV and V requiring each officer (except the Treasurer) and each member of a committee must represent a different party..
50. Cyber Liability – Evaluate options for coverage apart from CalTIP for those members interested on an individual basis.	October 2020	In October 2014, the Ad Hoc MOC Committee recommended exclusion of cyber liability coverage and provide information on available coverage. On April 4, 2016, the Board approved the 2016/17 Liability MOC, excluding coverage for cyber liability. In July/August 2020 – CalTIP Staff worked with Alliant Insurance Services in evaluating options for offering cyber liability coverage as a stand-alone coverage available through CalTIP as well as for members to purchase on an individual basis. It was determined a viable option seeking cyber liability coverage is through PRISM.

		PRISM offers cyber liability coverage to entities on a stand-alone basis. On September 24, 20-20, the Oversight Committee was provided with an update including information regarding PRISM. On October 20, 2020, staff emailed members the information regarding PRISM as Cyber Liability Coverage Option and asked those interested in the coverage to contact Alliant directly.
51. Develop claims performance incentives for contracted operators.		It was determined that this was not feasible.
52. Review and revision of Board approved resolutions to align with the Carver Policy format.	April 2021	On March 17, 2021, the Oversight Committee reviewed and recommended Board approval of new Governance Policies that were converted from existing Board adopted resolutions. On April 15, 2021, the Board approved the new Governance Policies.
53. Include information in new membership marketing plan to promote membership criteria and value of membership in CalTIP.	Ongoing	Information is provided to potential new members regarding the various services and programs offered by CalTIP.
54. Establish standard language for members to incorporate into request for proposals and/or contracts.	2012	An insurance guidelines document for member use when drafting proposals and contracts was distributed to the Board and membership in 2012. Due to the nature of proposals and contracts differing, CalTIP staff offers services to review insurance requirements on an as requested basis.
55. Establish guidelines related to member accountability.	Dec. 2022	This item was tabled due to improved member engagement.
56. Evaluate Board Meeting Structure and Focus – Provide options for Board consideration regarding voting and quorum requirements.	Dec. 2019	On Dec. 2, 2019, the Board approved revisions to the JPA Agreement and Bylaws that further amended the quorum and voting requirements, which took effect upon approval.
57. Amend Bylaws to limit concurrent participation on a committee to 1 representative from 1 member entity	Dec. 2020	On Dec. 3, 2020, the Board approved amendments to Article IV and V of the Bylaws stating each officer (except the Treasurer) and each member of a committee must represent a different party.
58. Review and revision of Board approved resolutions to align with the Carver Policy format	Apr. 2021	Staff converted several Board resolutions into governance policy format, which the Oversight Committee reviewed in March 17, 2021, and the Board approved in April 15, 2021.
59. Develop program to conduct reviews of members' internal claims processes.	July 2021	The CalTIP General Manager discussed such a process with the current liability claims auditor in July 2021. Both concurred it is not feasible to audit members' internal claims processes.
60. Cyber Liability – Evaluate options for coverage apart from CalTIP for those members interested on an individual basis.	Oct. 2020	On Oct. 20, 2020, staff emailed Cyber Liability Coverage Option to members – available on stand-alone basis through PRISM.
61. Develop language to add gap coverage to address pool layer valuation based on actual cash value vs. purchased insurance valuation based on replacement cost.	Dec. 2022	An amendment to the Vehicle Physical Damage (VPD) Program Master Program Document to allow members to utilize their available funds in their VPD Rate Offset Reserve Fund to pay for a gap in coverage should it occur was reviewed by the FAC on Oct. 6, 2022, and approved by the Board on Dec. 1, 2022.
62. Evaluate whether current exposure base (mileage) is still appropriate for the Liability Program.	Dec. 2019	On Dec. 5, 2019, the Board approved, based upon the FAC's recommendation, continuing to utilize Mileage as the Liability

		<p>Program's exposure base; however, the word "Total" was added to the definitions for revenue and non-revenue mileage; and the reporting period was changed to July 1 to June 30 (from May 1 – April 30), effective May 1, 2020.</p>
<p>63. Establish standard language for members to incorporate into request for proposals and/or contracts.</p>	<p>2012</p>	<p>An insurance guidelines document for member use when drafting proposals and contracts was distributed to the Board and membership. Due to the nature of proposals and contracts differing, CalTIP staff offers services to review insurance requirements on an as requested basis.</p>

ENDORSEMENT NO. 3

CHANGE OF DECLARATIONS ENDORSEMENT

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

LIABILITY COVERAGE PROGRAM

It is agreed that the Declarations of the Liability Program Memorandum of Coverage is amended to include:

Members:	Retention:	Memorandum No:
Siskiyou Transportation Agency	\$0	24-25-L-44

It is further agreed that the Declarations of the Liability Program Memorandum of Coverage is amended to remove:

Members:	Retention:	Memorandum No:
County of Siskiyou	\$0	24-25-L-12

Effective Date: December 3, 2024

Issued by: California Transit Systems Joint Powers Authority

By: Chrissy Mack
Chrissy Mack, CalTIP General Manager

ENDORSEMENT NO. 1

CHANGE OF DECLARATIONS ENDORSEMENT

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

VEHICLE PHYSICAL DAMAGE PROGRAM

It is agreed that the Declarations of the Vehicle Physical Damage Program Memorandum of Coverage is amended to include:

Members:
Siskiyou Transportation Agency

Memorandum No:
24-25-PD-35

It is further agreed that the Declarations of the Vehicle Physical Damage Program Memorandum of Coverage is amended to remove:

Members:
County of Siskiyou

Memorandum No:
24-25-PD-7

Effective Date: December 3, 2024

Issued by: California Transit Systems Joint Powers Authority

By: Chrissy Mack
Chrissy Mack, CalTIP General Manager

James, Taysha

Subject: FW: Potential Increasing SIR Assistance

From: Christine Parker <CParker@eldoradotransit.com>

Sent: Wednesday, January 29, 2025 9:37 AM

To: Mack, Chrissy <Chrissy.Mack@Sedgwick.com>; De Leon, Maria <Maria.DeLeon@Sedgwick.com>; James, Taysha <Taysha.James@sedgwick.com>; Ng, Kemble <Kemble.Ng@sedgwick.com>

Cc: Julie Petersen <JPetersen@eldoradotransit.com>; Kate Hewett <khewett@eldoradotransit.com>; Brian James <BJames@eldoradotransit.com>

Subject: RE: Potential Increasing SIR Assistance

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe...

Good Morning,

After reviewing the documents and assessing our position, El Dorado Transit has made the decision to increase the SIR to \$25,000 for the fiscal year 25/26.

Thank you,
Christine Parker

James, Taysha

Subject: FW: Follow-Up: CalTIP Renewal Survey - Gold Coast Transit District

From: Christine Feng <cfeng@gctd.org>
Sent: Thursday, December 26, 2024 9:35 AM
To: James, Taysha <Taysha.James@sedgwick.com>
Cc: Mack, Chrissy <Chrissy.Mack@Sedgwick.com>; De Leon, Maria <Maria.DeLeon@Sedgwick.com>; Dean Bower <dbower@gctd.org>; Alex Zaretsky <azaretsky@gctd.org>; Vanessa Rauschenberger <vanessa@gctd.org>
Subject: RE: Follow-Up: CalTIP Renewal Survey - Gold Coast Transit District

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe...

Hi Taysha:

GCTD would like to increase self-insured retention from 25k to 250k. (not 350K)

Christine Feng, CPA, MBA, CGMA

CFO / Assistant General Manager

(O) 805 853 1366

(C) 309 868 2544

cfeng@gctd.org

GCTD.ORG



Gold Coast Transit District
1901 Auto Center Drive
Oxnard CA 93036



From: James, Taysha <Taysha.James@sedgwick.com>
Sent: Monday, December 23, 2024 11:15 AM
To: Dean Bower <dbower@gctd.org>; Alex Zaretsky <azaretsky@gctd.org>; Christine Feng <cfeng@gctd.org>; Vanessa Rauschenberger <vanessa@gctd.org>
Cc: Mack, Chrissy <Chrissy.Mack@Sedgwick.com>; De Leon, Maria <Maria.DeLeon@Sedgwick.com>; James, Taysha <Taysha.James@sedgwick.com>
Subject: Follow-Up: CalTIP Renewal Survey - Gold Coast Transit District

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hi Dean,

It was reported that Gold Coast would like to increase its Self-Insured Retention (SIR) from \$25k to \$350k. Please confirm this change.

Thank you,



CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

**LIABILITY PROGRAM
MEMORANDUM OF COVERAGE**

DECLARATIONS

Coverage Period: 12:01 a.m., May 1, 202~~5~~⁴, to 12:01 a.m., May 1, 202~~5~~⁶
Limit of Liability: \$10,000,000 **Ultimate Net Loss Each Occurrence**

Members:	Retention:	Memorandum No:
Amador Transit	\$0	254-265 -L-32
City of Arcata	\$0	24-25-L-16
City of Auburn	\$250,000	254-265 -L-29
City of Avalon	\$25,000	254-265 -L-39
City of Carson	\$250,000	254-265 -L-43
Central Contra Costa Transit Authority	\$250,000	254-265 -L-2
City of Culver City	\$250,000	254-265 -L-3
City of Dixon	\$250,000	254-265 -L-26
City of El Monte	\$100,000	254-265 -L-40
City of Gardena	\$250,000	254-265 -L41
City of Lodi	\$25,000	254-265 -L-17
City of Porterville	\$100,000	254-265 -L-37
City of Santa Rosa	\$250,000	254-265 -L-19
City of Torrance	\$250,000	254-265 -L-42
City of Vacaville	\$25,000	254-265 -L-27
City of Whittier	\$0	254-265 -L-25
El Dorado County Transit Authority	\$25,000	254-265 -L-20
Gold Coast Transit District	\$250,000	254-265 -L-28
Golden Empire Transit District	\$250,000	254-265 -L-30
Humboldt Transit Authority	\$50,000	254-265 -L-22
Livermore Amador Valley Transit Authority	\$25,000	254-265 -L-31
Mendocino Transit Authority	\$25,000	254-265 -L-5
Monterey-Salinas Transit District	\$250,000	254-265 -L-6
Morongo Basin Transit Authority	\$0	254-265 -L-18
County of Nevada	\$25,000	254-265 -L-8
Omnitrans	\$100,000	254-265 -L-35
County of Placer	\$250,000	254-265 -L-9
San Luis Obispo Regional Transit Authority	\$0	254-265 -L21
San Joaquin Regional Transit District	\$350,000	254-265 -L-43
Santa Cruz Metropolitan Transit District	\$250,000	254-265 -L-11
County of Siskiyou	\$0	24-25-L-12
<u>Siskiyou Transportation Agency</u>	<u>\$0</u>	<u>25-26-L-44</u>



1750 Creekside Oaks Drive
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Liability Program Declarations
Page 2 of 2

Members:	Retention:	Memorandum No:
Tahoe Transportation District	\$25,000	254-265-L-36
Town of Truckee	\$25,000	254-265-L-38
Western Contra Costa Transit Authority	\$100,000	254-265-L-14
Yolo County Transportation District	\$0	254-265-L-15
California Transit Systems Joint Powers Authority	\$0	254-265-L-00

Forms and Endorsements attached to and forming part of the coverage document:

Memorandum of Coverage Form No: LMOC-154
Endorsement No. 1 – Additional Covered Party

Approved: _____
Chrissy Mack, CalTIP General Manager
May 1, 20254



1750 Creekside Oaks Drive p. 800-541-4591
Suite 200 f. 916-244-1199
Sacramento, CA
95833

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CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

MEMORANDUM OF LIABILITY COVERAGE

Form No. LMOC - 154

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CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

MEMORANDUM OF LIABILITY COVERAGE

Each word shown in **bold type** has a special meaning which is defined in Section VI.

I. WHAT THE AUTHORITY PAYS ON COVERED PARTY'S BEHALF

A. Coverage Agreement

The **Authority** will pay on behalf of the **Covered Party** the **Ultimate Net Loss** because of:

1. **Bodily Injury**
2. **Property Damage**
3. **Personal Injury**
4. **Public Officials Errors and Omissions**

arising out of an **Occurrence** in the operation of the transit system of the **Member**, consistent with the provisions of this Memorandum.

B. Defense and Settlement

With respect to **Occurrences** to which this Memorandum applies:

1. The **Authority** has the right and duty to defend any suit against the **Covered Party**. The **Authority** may, at its discretion, investigate, negotiate, or settle any claim or suit. The **Authority** shall not be obligated to pay any claim or judgment or to defend any suit after the limit of liability has been exhausted.
2. Defense of a suit, claim, or any other type of administrative proceeding likely to involve coverage hereunder, shall be conducted by defense counsel qualified and approved under the **Authority's** Litigation Management Policies. The **Authority** retains the right to reassign defense to an approved defense counsel on the **Authority's** approved defense panel.

II. AUTHORITY'S LIMIT OF LIABILITY

Regardless of the number of (1) **Covered Parties**, (2) persons or organizations who sustain injury or damage, or (3) claims made or suits brought, the **Authority's** liability for the **Ultimate Net Loss** from any one **Occurrence** shall not exceed the coverage limit shown in the Declarations for any one **Occurrence**, arising out of **Bodily Injury**, **Property Damage**, **Public Officials Errors and Omissions**, or **Personal Injury**, or any combination thereof, less the **Member's** self-insured retention or any primary insurance available to the **Covered Party**, whichever is greater.

However, any reduction in limits due to the involvement of multiple **Members** in a single **Occurrence** shall not be greater than \$2,000,000 any one **Occurrence**.

For the purpose of determining the limit of liability:

→A. All damages arising out of continuous or repeated exposures to substantially the same general conditions are considered to arise out of one **Occurrence**.

→B. An **Occurrence** extending over more than one coverage period shall be treated as a single **Occurrence** arising in the coverage period in which the **Occurrence** began.

Commented [DRA1]: The following revision from bullet points to letters is to match organization throughout remainder of the MOC.

III. RETENTION

The **Authority's** obligation to pay damages on behalf of the **Covered Party** applies only to **Ultimate Net Loss** in excess of the Retention amount shown in the Declarations. The amount shown in the Declarations shall be exhausted by sums paid or payable in satisfaction of the **Ultimate Net Loss**, whether such payments are made by a **Covered Party** or by insurance available to a **Covered Party**.

IV. WHO IS A COVERED PARTY

Each of the following is a **Covered Party** to the extent set forth below:

- A. The **Member** as set forth in the Declarations, any and all commissions, agencies, districts, authorities, boards (including the governing board) or similar entities coming under the **Member's** direction or control or for which all of the **Member's** board members sit as the governing body. The **Member** includes all departments and constituent agencies of the **Member**.
- B. Any persons who are past or present elected or appointed officials, employees, or authorized volunteers of the **Member**, whether or not compensated, while acting for or on behalf of the **Member**, including while acting on outside boards at the direction of the **Member**.
- C. Any person, while using an **Owned, Non-Owned or Hired Vehicle**, and any person legally responsible for the use thereof, provided the actual use thereof is authorized by the **Member**. The coverage extended by this Section C shall not apply to:
 - 1. Any person or organization, or to any agent or employee thereof, engaged in selling, repairing, servicing, delivering, testing, road testing, parking, or storing **Vehicles**, with respect to any **Occurrence** arising out of any such occupation; or

2. The owner, or a lessee of any **Hired** or **Non-Owned Vehicle**, or their agent or employee.

V. WHAT THE AUTHORITY WILL NOT COVER (EXCLUSIONS)

This memorandum does not apply:

- A. To **Bodily Injury, Property Damage, or Personal Injury** arising out of the ownership or maintenance or use or operation of any airfield or similar aviation facility.
- B. To liability arising out of the ownership or maintenance, loading or unloading, or use or operation of any **Aircraft**.
- C. To liability arising out of the ownership or maintenance, loading or unloading, or use or operation of any watercraft.
- D. To any obligation for which the **Covered Party** may be held liable under any workers' compensation, unemployment compensation, or disability benefits law, or under any similar law.
- E. To liability for loss of past or future salary, wages, employee benefits, or other similar compensation of any employee or official of the **Covered Party** arising out of unlawful discrimination, harassment, retaliation, wrongful termination, violation of civil rights or other workplace tort, or any liability arising out of an **Employment Practices Violation**.
- F. To liability for **Bodily Injury** to any employee of the **Covered Party** arising out of and in the course of employment by the **Covered Party**, except with respect to liability of others assumed by the **Covered Party** under contract.
- G. To liability of any employee with respect to **Bodily Injury** of another employee.
- H. To liability for **Property Damage** to:
 1. Personal or real property owned by the **Covered Party**;
 2. Personal or real property owned by others for which the **Covered Party** has assumed liability under a contract, unless the **Covered Party** would have been liable for damage in the absence of such a contract.
- I. To any liability arising from **Pollutants**, except **Pollutants** released:
 1. As result of collision, upset or overturn of a **Vehicle** when **Pollutants** originate from the operating systems used to power or run the **Vehicle**.

2. As a result of uncontrolled fire, flood, or firefighting efforts affecting property owned, leased or occupied by the **Covered Party**.
 3. At any location on which any **Covered Party** is performing work, or a contractor or subcontractor is performing work on behalf of the **Covered Party**, if **Pollutants** were not brought to the location by the **Covered Party**, or its contractor or subcontractor.
- J. To liability arising out of any governmental direction or request that the **Covered Party** test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize **Pollutants**.
- K. To any claims made against **Covered Parties** arising out of, or connected with the application of the principles of eminent domain, condemnation proceeding, retroactive condemnation, inverse condemnation or reverse condemnation, by whatever name called, regardless of whether such claims are made directly against the **Covered Party**, or by virtue of any agreement entered into by or on behalf of the **Covered Party**.
- L. To fines, penalties, multipliers, or enhanced compensatory, exemplary or punitive damages. This exclusion, however, does not apply to the original compensatory damages prior to the application of a multiplier or other enhancement.
- M. Under **Public Officials Errors and Omissions**, to:
1. **Bodily Injury, Personal Injury or Property Damage**.
 2. Refund of taxes, fees, or assessments.
 3. Liability of a **Covered Party** (a) arising in whole or in part out of a **Covered Party** obtaining remuneration or financial gain to which the **Covered Party** was not legally entitled, or (b) arising out of the willful violation of a penal code or ordinance committed by or with the knowledge or consent of a **Covered Party**. However, this exclusion shall not apply to the vicarious liability of the **Covered Party**.
 4. Liability arising out of exceeding estimates of probable cost or cost, or faulty preparation of bid specifications or plans, including architectural plans.
 5. Failure to perform or breach of a contractual obligation.
 6. Liability imposed under the "Employee Retirement Income Security Act of 1974" or any amendatory or similar law, or fiduciary liability for employee benefit plans.
 7. Liabilities, including all loss, costs or expense, arising out of securities laws or regulations. However, this exclusion shall not apply to the first \$2,000,000 of **Ultimate Net Loss**.

- N. To liability arising from the hazardous properties of **Nuclear Material**.
- O. To liability arising out of **War**; however, this exclusion shall not apply to the first \$2,000,000 of **Ultimate Net Loss**.
- P. To all loss, cost or expense arising out of or related to, either directly or indirectly, any **NBCR Terrorist Activity**, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, cost or expense. However, this exclusion does not apply to the first \$2,000,000 of **Ultimate Net Loss**.
- Q. To liability claims for injury or damages caused by intentional conduct done by the **Covered Party** with willful or conscious disregard of the rights or safety of others, or with malice.
- R. To liability, including all loss, costs, or expenses, directly or indirectly arising out of fungi or bacteria.
- S. To liability arising out of asbestos.
- T. To liability, including all loss, costs, or expenses, directly or indirectly arising out of silica.
- U. To liability arising out of Uninsured or Underinsured Motorists laws.
- V. To liability arising out of a **Vanpool** service.
- W. To liability arising out of any access to, or disclosure of, any person's or organization's confidential or personal information, including patents, trade secrets, process methods, financial information, credit card information, health information or any other type of nonpublic information.
- X. To liability arising out of the loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Y. To liability arising out of transit operations as to which the **Member** has not reported the associated Revenue Vehicle Miles and/or Non-Revenue Vehicle Miles to the **Authority** as part of their annual contributions.
- Z. To liability arising out of the operation by or on behalf of a **Member** of a railroad, subway, light rail, street cars, cable cars, or any other rail system.

~~AA. To liability arising out of the acts or omissions of armed security personnel employed by or on behalf of the **Covered Party**.~~

Commented [CM2]: Exclusion erroneously included in 2024/25 MOC approved by the Board, which was later removed via endorsement number 2. Language removed from 2025/26 MOC, so error is corrected moving forward.

VI. WORDS AND PHRASES WITH SPECIAL MEANING

Aircraft means a vehicle designed for the transport of persons or property principally in the air.

Authority means the California Transit Systems Joint Powers Authority.

Bodily Injury means **Bodily Injury**, sickness or disease, including death resulting therefrom.

Coverage Period means the period of time stated in the Declarations.

Covered Party means any person or entity set forth in Section IV of this memorandum.

Defense Costs means all fees and expenses caused by and relating to the adjustment, investigation, defense, or litigation of a claim including court costs and interest on judgments accruing after entry of judgment. **Defense Costs** shall not include the office expenses of the **Authority** or the **Covered Party** nor the salaries of employees or officials of the **Authority** or any **Covered Party**.

Employment Practices Violation means actual or alleged:

1. Wrongful, dismissal, discharge, or termination, either actual or constructive, including a breach of an implied contract;
2. Harassment, including but not limited to bullying and sexual harassment, whether quid pro quo or hostile work environment;
3. Discrimination, including but not limited to discrimination based on age, gender, gender identity, race, color, national origin, religion, sexual orientation or preference, genetic information, pregnancy, military status or disability;
4. Retaliation;
5. Employment related misrepresentation to an employee;
6. Employment related libel, slander, humiliation, defamation, or invasion of privacy;
7. False arrest or false imprisonment;
8. Wrongful failure to employ or promote;
9. Wrongful deprivation of career opportunity, wrongful demotion, or negligent employee evaluation, including but not limited to giving of negative or defamatory statements in connection with an employee reference;
10. Wrongful discipline;
11. Violation of state or federal family or medical leave laws;

But only if the **Employment Practices Violation** listed in 1. through 11. above relates to an employee, either past or present, or an applicant for employment with the **Covered Party**, whether committed directly, indirectly, intentionally or unintentionally.

Hired Vehicle means a **Vehicle** used under contract on behalf of or loaned to the **Member**, provided such vehicle is not owned by or registered in the name of (1) the **Member**, or (2) an employee or volunteer of the **Member** or a member of their household.

Member means the transit system designated in the Declarations and currently a signatory to the Joint Powers Agreement forming the **Authority**.

NBCR Terrorist Activity shall mean any deliberate, unlawful act that includes, involves or is associated with, in whole or in part, the use or threatened use of, or release or threatened release of, any nuclear, biological, chemical or radioactive agent, material, device or weapon, that:

1. is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or
2. is related, in whole or in part, to any intention to:
 - (a) promote, further or express opposition to any political, ideological, philosophical, racial, ethnic, social or religious cause or objective; or
 - (b) influence, disrupt or interfere with any government related operations, activities or policies; or
 - (c) intimidate, coerce or frighten the general public or any segment of the general public; or
 - (d) disrupt or interfere with a national economy or any segment of a national economy.

Non-Owned Vehicle means a **Vehicle** not owned or leased by the **Member** or hired by a **Covered Party** for use for or on behalf of the **Member**.

Nuclear Material means source material, special **Nuclear Material** or by-product material all as defined by the Atomic Energy Act of 1954 and its amendments.

Occurrence, as respects **Bodily Injury** or **Property Damage**, means an accident or event which results, during the **Coverage Period**, in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Covered Party**; and, as respects **Public Officials Errors and Omissions** and **Personal Injury**, means an act, accident, omission or event during the **Coverage Period** that results in injury or damage.

Owned Vehicle means a **Vehicle** owned by or under long-term lease to the **Member**.

Personal Injury means (a) false arrest, malicious prosecution, or wrongful detention; (b) libel, slander, or defamation of character; (c) invasion of privacy; (d) wrongful entry or eviction, or other invasion of the right of private occupancy; (e) assault and battery; and (f) discrimination or civil rights violations.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled,

reconditioned, or reclaimed. The term **Pollutant** as used herein does not apply to potable water, agricultural water, or water furnished for use as a fire suppressant.

Property Damage means (1) physical injury to or destruction of tangible property, including the loss of use thereof, or (2) loss of use of tangible property that has not been physically injured or destroyed.

Public Officials Errors and Omissions means any and all breaches of duty by the **Covered Party** arising from negligent action or inaction, mistake, misstatement, error, neglect, or omission by the **Covered Party** in the discharge of their duties for the **Member**.

Ultimate Net Loss means (1) sums the **Covered Party** becomes legally obligated to pay as damages due to adjudication or compromise by reason of liability imposed by law or assumed by contract, after making proper deduction for all recoveries and salvages collectible, and (2) **Defense Costs**.

Vanpool means a transit mode comprised of vans, small buses or other vehicles operating as a ride sharing arrangement, providing transportation to a group of individuals traveling directly between their homes and a regular destination within the same geographic area. The term **Vanpool** does not mean dial-a-ride, paratransit, demand response or subscription services.

Vehicle means a land motor vehicle or trailer licensed for highway use.

War means, whether declared or not, war or civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or warlike action by any government, military or other authority.

VII. CONDITIONS

- A. **Deposit/Adjustment.** All deposits and retrospective adjustments for this memorandum shall be computed and paid in accordance with the Joint Powers Agreement, Bylaws, and the cost allocation plan adopted by the Board of Directors.
- B. **Inspection and Audit.** The **Authority** shall be permitted but not obligated to inspect the **Member's** property and operations at any time. The **Authority** may examine and audit the **Member's** books and records at any time prior to the cessation of the **Member's** financial obligations under the Joint Powers Agreement. Any inspection conducted by the **Authority** is solely for the benefit of the **Authority** and does not constitute a determination that the **Member's** premises, property or operations are safe, healthful or in compliance with applicable laws.

C. Duties in the Event of Occurrence, Claim, or Suit

1. The **Member** shall report in writing to the **Authority's** claims administrator within five (5) business days of knowledge by the Member's designated representative, all **Occurrences** or claims which appear likely to involve coverage, except as provided in (a) and (b) below which requires immediate reporting:

(a) **Occurrences** involving:

- Amputations or dismemberment
- Catastrophic property damage
- Civil rights violations
- Class action suits
- Disfigurement
- Extended disability (greater than six months)
- Fatalities
- Loss of major organ
- Loss of use of body functions
- Multiple injuries and property damage
- Multiple vehicles (more than two vehicles)
- Paralysis
- Sensory loss
- Serious burn
- Severe head injury or brain damage
- Sexual abuse or molestation
- Significant psycho-neurotic involvement
- Spinal injuries
- Vehicle v. Pedestrian or Bicycle

(b) **Occurrences** involving **Public Officials Errors and Omissions**.

2. Written notice containing particulars of the **Occurrence** being reported shall be sufficient to identify the **Covered Party**, and also reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of injured persons and available witnesses, shall be given by or for the **Member** to the **Authority's** claims administrator.

3. Duties of All **Covered Parties**

(a) If claim is made or suit brought against a **Covered Party** for an **Occurrence** reportable under 1 above, the **Member** and any other involved **Covered Party** shall immediately forward to the **Authority's** claim administrator every demand, notice, summons, or process received.

- (b) The **Member** and **Covered Party** shall cooperate with the **Authority** and, upon the **Authority's** request, assist in:
- i. Making settlements.
 - ii. The conduct of suits.
 - iii. Enforcing any right of contribution or indemnity against any person or organization liable to the **Covered Party** for loss paid or payable under this memorandum.
- (c) The **Covered Party** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Covered Party** shall not, except at the **Covered Party's** cost:
- i. Voluntarily make any payment.
 - ii. Assume any obligation.
 - iii. Incur any expense other than for first aid or damage mitigation.

The **Authority** shall not be liable for **Occurrences**, suits, or claims in which the **Member** fails to comply with this Condition C.

D. Action Against Authority

1. If the **Member** disagrees with any recommendation of the **Authority's** claims administrator, the disagreement shall be settled in accord with the Claim Dispute Resolution Procedure in the Liability Master Program Document.
2. Other than as provided in Item 1 above, **Covered Parties** have no right of action under this memorandum unless they have fully complied with all of its terms and the amount of the **Covered Party's** obligation has been finally determined either by judgment against the **Covered Party**, after actual trial, or by written agreement of the **Covered Party**, the claimant, and the **Authority**.
3. Any person or organization or their legal representative, having secured judgment after actual trial or a written agreement with the **Covered Party** with the consent of the **Authority**, shall be entitled to recover under this memorandum to the extent it provides coverage. No person or organization has a right under this memorandum to join the **Authority** in any action against the **Covered Party** to determine the **Covered Party's** liability. The **Authority** shall not be brought into or subject to an action by the **Covered Party** or the **Covered Party's** legal

representative except as allowed in Item 2 above. Bankruptcy or insolvency of the **Covered Party** or of the **Covered Party's** estate shall not relieve the **Authority** of any of its obligations hereunder.

- E. Other Coverage. The coverage afforded in this memorandum is excess of and shall not contribute with any valid and collectible insurance or pooled coverage available to the **Covered Party**, other than any excess or umbrella insurance procured by the **Authority** or the **Member** that is specifically meant to apply in excess of the coverage afforded by this memorandum. This condition does not apply to any **Covered Party** the **Member** has agreed to protect on a primary basis who qualifies as an additional **Covered Party** pursuant to a written endorsement to this Memorandum.
- F. Subrogation. The **Authority** is subrogated to the **Covered Party's** rights of recovery for payments made by the **Authority** against any person or organization. The **Covered Party** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** shall do nothing after loss to prejudice such rights. Any amount recovered shall be apportioned as follows:
1. First to the **Authority** to the extent payments were made by excess insurance or reinsurance. Any remaining recovery shall be allocated between the **Authority** and the **Member** in proportion to their payments.
 2. Expenses incurred in recovery activities shall be paid by recovery proceeds before any such apportionment.
 3. To the extent recovery proceeds are insufficient to discharge recovery expenses, the **Authority** shall pay such expenses.
- G. Changes. This memorandum shall not be changed, except by written endorsement hereto.

Effective Date: May 1, 20254

Forms and Endorsements: LMOC-154
Endorsement No. 1- Additional Covered Party

Issued by: California Transit Systems Joint Powers Authority
Issued to: All Members

By: _____
Chrissy Mack, General Manager

Effective May 1, 20254

Page 11 of 143

ENDORSEMENT NO. 1

ADDITIONAL COVERED PARTY

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

LIABILITY COVERAGE PROGRAM

It is agreed that the Section IV, Who is a **Covered Party**, of the Liability Memorandum of Coverage is amended to include the person or organization to whom/which the **Member** has agreed to provide coverage under this Liability Program, but only as respects:

- (a) Real or personal property owned by such person or organization and rented or loaned to the **Member**,
- (b) Operations performed by the **Member** for such person organization, or
- (c) Operations performed under contract for or on behalf of the **Member**.

Coverage provided by this endorsement is limited to **Bodily Injury** and **Property Damage** only. The lesser of the limits of liability stated in the contract with such person or organization or the limits of liability stated in the Declarations shall apply to coverage under this endorsement. This endorsement shall not increase the **Authority's** limits of liability as stated in the Declarations.

This endorsement amends the Memorandum of Coverage stated below and is incorporated into the coverage provided under the Declarations issued to the **Member** stated below. The effective date shall be that stated on the Declarations unless specifically stated below.

Effective Date: May 1, 20254

Forms and Endorsements: LMOC-154
Endorsement No. 1 – Additional Covered Party

Issued by: California Transit Systems Joint Powers Authority
Issued to: All Members

By: _____
Chrissy Mack, General Manager

~~ENDORSEMENT NO. 2~~

Commented [CM3]: Endorsement not needed in 2025/26 as this endorsement corrected an error in the 2024/25 document.

~~CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY~~

~~LIABILITY COVERAGE PROGRAM~~

~~This endorsement modifies the Liability Program Memorandum of Coverage by deleting exclusion AA. in section V. WHAT THE AUTHORITY WILL NOT COVER (EXCLUSIONS).~~

~~Effective Date: May 1, 2024~~

~~Forms and Endorsements: LMOC 14
Endorsement No. 1 Additional Covered Party Endorsement~~

~~Issued by: California Transit Systems Joint Powers Authority
Issued to: All Members~~

~~By: _____
Chrissy Mack, General Manager~~

ENDORSEMENT NO. 3

CHANGE OF DECLARATIONS ENDORSEMENT

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

LIABILITY COVERAGE PROGRAM

It is agreed that the Declarations of the Liability Program Memorandum of Coverage is amended to include:

Members:	Retention:	Memorandum No:
Siskiyou Transportation Agency	\$0	24-25-L-44

It is further agreed that the Declarations of the Liability Program Memorandum of Coverage is amended to remove:

Members:	Retention:	Memorandum No:
County of Siskiyou	\$0	24-25-L-12

Effective Date: December 3, 2024

Issued by: California Transit Systems Joint Powers Authority

By: _____
Chrissy Mack, CalTIP General Manager

Commented [CM4]: This endorsement is not needed for 2025/26 as Siskiyou Transportation Agency is now the entity named on the Declarations Page.



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CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

**VEHICLE PHYSICAL DAMAGE PROGRAM
MEMORANDUM OF COVERAGE**

DECLARATIONS

Coverage Period: 12:01 a.m., May 1, 202~~5~~4 to 12:01 a.m., May 1, 202~~6~~5

Limit of Liability: **Actual Cash Value of Covered Vehicles** not to exceed \$100,000 **any one Occurrence.**

Members:

- Amador Transit
- Central Contra Costa Transit Authority
- ~~City of Arcata~~
- City of Culver City
- City of Dixon
- City of El Monte
- City of Gardena
- City of Lodi
- City of Porterville
- City of Santa Rosa
- City of Vacaville
- City of Whittier
- El Dorado County Transit Authority
- Gold Coast Transit District
- Humboldt Transit Authority
- Livermore Amador Valley Transit Authority
- Mendocino Transit Authority
- Monterey-Salinas Transit District
- Morongo Basin Transit Authority
- ~~Nevada County~~
- Omnitrans
- County of Placer
- San Joaquin Regional Transit District
- San Luis Obispo Regional Transit Authority
- Santa Cruz Metropolitan Transit District
- ~~County of Siskiyou~~
- Siskiyou Transportation Agency
- Tahoe Transportation District
- Western Contra Costa Transit Authority
- Yolo County Transportation District

Memorandum No:

- ~~254-265~~-PD-24
- ~~254-265~~-PD-2
- ~~24-25-PD-10~~
- ~~254-265~~-PD-31
- ~~254-265~~-PD-19
- ~~254-265~~-PD-32
- ~~254-265~~-PD-33
- ~~254-265~~-PD-16
- ~~254-265~~-PD-27
- ~~254-265~~-PD-30
- ~~254-265~~-PD-13
- ~~254-265~~-PD-28
- ~~254-265~~-PD-3
- ~~254-265~~-PD-14
- ~~254-265~~-PD-9
- ~~254-265~~-PD-22
- ~~254-265~~-PD-18
- ~~254-265~~-PD-4
- ~~254-265~~-PD-11
- ~~25-26-PD-36~~
- ~~254-265~~-PD-26
- ~~254-265~~-PD-17
- ~~254-265~~-PD-34
- ~~254-265~~-PD-21
- ~~254-265~~-PD-6
- ~~24-25-PD-7~~
- ~~25-26-PD-35~~
- ~~254-265~~-PD-29
- ~~254-265~~-PD-12
- ~~254-265~~-PD-8



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Forms and Endorsements attached to and forming part of the coverage document:

Memorandum of Coverage Form No: VPDMOC-1~~2~~⁴

Approved: _____
Chrissy Mack, CalTIP General Manager
May 1, 202~~2~~⁵₄



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CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

**VEHICLE PHYSICAL DAMAGE PROGRAM
MEMORANDUM OF COVERAGE**

Form No. VPDMOC - ~~121~~

CONTENTS

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CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

VEHICLE PHYSICAL DAMAGE PROGRAM MEMORANDUM OF COVERAGE

Each word shown in **bold type** has a special meaning which is defined in Section VI.

I. COVERAGES

The **Authority** agrees to pay for direct physical **Loss** to **Covered Vehicles** that occurs during the **Coverage Period** shown in the Declarations page, except as **Loss** is excluded or limited in this memorandum. The **Authority** also agrees to pay liability assumed under a lease or rental agreement for the loss of use of a **Covered Vehicle** because of direct physical **Loss** to that vehicle which is covered under this Memorandum.

II. DEDUCTIBLE

The deductible(s) shown in the schedule of vehicles shall apply separately:

- A. For each **Covered Vehicle**.
- B. To a **Covered Vehicle** and to any trailer or semitrailer attached thereto.

However, if more than five **Covered Vehicles** are damaged in a single **Occurrence**, the **Member's** maximum deductible shall be the total of the five highest deductibles for those vehicles for which claims are submitted.

Damage to a vehicle used as a substitute shall have the same deductible as the vehicle for which it is a substitute.

Damage to a **Newly Acquired Vehicle** not yet scheduled shall have a deductible of \$2,500 if the **Actual Cash Value** is less than \$50,000, and a deductible of \$5,000 if the **Actual Cash Value** is greater than \$50,000.

III. EXCLUSIONS

This coverage does not apply:

- A. To damage which is due and confined to:

1. Wear and tear.
 2. Freezing.
 3. Mechanical or electrical breakdown or failure, unless such damage is the result of other **Loss** covered by this Memorandum.
- B. To tires, unless:
1. **Loss** results from, and is in conjunction with, **Loss** affecting other parts of the vehicle, or
 2. Damage is caused by:
 - a. Fire or theft.
 - b. Malicious mischief or vandalism.
- C. To **Loss** due to:
1. War, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
 2. The hazardous properties of **Nuclear Material**.

IV. LIMIT OF LIABILITY

The limit of the **Authority's** liability for **Loss** to any one **Covered Vehicle** shall not exceed the least of the following amounts:

- A. **Actual Cash Value** of such **Covered Vehicle**; or
- B. What it would cost to repair or replace such **Covered Vehicle** with other of like kind and quality. In case of vehicle theft, the **Authority** has the option to pay for the cost to recover and return a stolen vehicle plus the cost to repair any damage to the vehicle.

The limit of the **Authority's** liability for loss of use assumed under contract caused by direct physical damage to a **Covered Vehicle** shall be the actual liability assumed, not to exceed the difference between \$20,000 and any applicable deductibles.

V. COVERAGE PERIOD/TERRITORY

This Memorandum applies only to **Loss** during the **Coverage Period** shown in the Declarations to **Covered Vehicles** while within the United States of America, its territories or possessions, or Canada, or while being transported between any of these places.

VI. DEFINITIONS

Actual Cash Value means the cost new less depreciation.

Authority means the California Transit Systems Joint Powers Authority (CalTIP).

Coverage Period means the period of time stated in the Declarations.

Covered Vehicle means a land motor vehicle used by the **Member** in its transit operations, and its equipment and other equipment permanently attached thereto (but not including clothing or personal effects), which is listed in the online vehicle schedule, where coverage has been selected and is in effect at the time of an **Occurrence**, and is either:

- A. Owned by the **Member**; or
- B. Leased or rented to the **Member** and the **Member** has assumed under written contract, liability for damage to the vehicle, but the coverage is only provided to the extent the **Member** has assumed such liability under the contract.

A **Covered Vehicle** includes a newly acquired or used as a temporary substitute vehicle by the **Member** during the **Coverage Period**.

A **Covered Vehicle** also includes trailers or semi-trailers the **Member** does not own while attached to power units it does own for which the **Member** is legally liable.

Loss means direct and accidental physical loss or damage.

Member means a signatory to the Joint Powers Agreement forming the **Authority** which has coverage under this Vehicle Physical Damage Program.

Newly Acquired Vehicle is one that has been acquired within the thirty (30) days of the **Occurrence** causing the **Loss**.

Nuclear Material means source material, special **Nuclear Material** or by-product material all as defined by the *Atomic Energy Act of 1954* and its amendments.

Occurrence means an event resulting in **Loss** to **Covered Vehicles**, including the continuous or repeated exposure to the same general harmful conditions.

VII. CONDITIONS

This coverage shall be subject to the following Conditions:

A. In Case of Loss

In the event of **Loss**, the **Member** shall:

1. Protect the **Covered Vehicle**. Any further **Loss** or damage due to the **Member's** failure to protect the **Covered Vehicle** shall not be recoverable under this coverage. Reasonable expenses incurred in affording such protection shall be deemed incurred at the **Authority's** request.
2. Give notice thereof as soon as practicable to the **Authority's** claim administrator and, in the event of a crime, to the police. The **Member** is to make reasonable effort to report **Loss** within seventy-two (72) hours.
3. File a sworn proof of **Loss** with the **Authority**, in such form and including such information as the **Authority** may reasonably require, within ninety (90) days. Upon the **Authority's** request, the **Member** shall exhibit the damaged property and submit to examination under oath.
4. Cooperate with the **Authority** and, upon the **Authority's** request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Member**. The **Member** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Member** shall not, except at its own cost, voluntarily make any payment, assume any obligation, offer or pay any reward for recovery of stolen property or incur any expense other than as specifically authorized by the **Authority**.

The **Member** can elect to handle **Loss** within the deductible provided:

1. The **Member** waives any rights to reimbursement from the **Authority**; and
2. All such claims are reported to the **Authority's** claims administrator within thirty (30) days.

B. Payment of Loss

With respect to any **Loss** covered by this Memorandum, the **Authority** may pay for said **Loss** in money, or may:

1. Repair or replace the **Covered Vehicle** or any part thereof that has been damaged or stolen; or
2. Return at its expense any stolen **Covered Vehicle** with payment for any damage that results from the theft (if done prior to replacement or payment in money); or
3. Take all or part of the damaged or stolen **Covered Vehicle** at the agreed or appraised value, but there shall be no abandonment to the **Authority**.

C. Subrogation

The **Authority** is subrogated to the **Covered Party's** rights of recovery for payments made by the **Authority** against any person or organization. The **Covered Party** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** shall do nothing after the **Loss** to prejudice such rights. Any amount recovered shall be apportioned first to the provider of coverage in excess of the **Authority's** retention, and the remaining amount shall be apportioned between the **Member** and the **Authority** based on the proportions paid by the **Member** and the **Authority**.

D. Appraisal

If the **Member** and the **Authority** disagree as to the amount of **Loss**, the **Member** may appeal to the Oversight Committee. The **Member** may demand an appraisal of the **Loss** within 60 days after the Oversight Committee's action on the **Member's** appeal. In such event, each party shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall state separately the **Actual Cash Value** and amount of **Loss**, and, failing to agree, shall submit their differences to the umpire. An award in writing of any two shall determine the amount of **Loss**. The **Member** and **Authority** shall each pay its chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire.

E. Action Against the Authority

No action shall lie against the **Authority** unless:

1. There has been full compliance with all the terms of this Memorandum; and
2. Thirty (30) days has passed after the proof of **Loss** has been filed or an appraisal has been demanded under condition D, whichever is later; and
3. The amount of **Loss** has been determined by the **Authority**.

F. Other Coverage

This Memorandum shall not apply to any **Loss** for which the **Member** has valid and collectible insurance.

G. Cancellation

The **Authority** may cancel the **Member's** participation in the **Authority** upon two-thirds vote of the **Authority's** Board of Directors. However, any canceled **Member** shall be given ninety (90) days written notice before such cancellation becomes effective, unless the **Member's** participation is canceled for non-payment of deposit or retrospective adjustments, then ten (10) days written notice applies.

H. Changes

This Memorandum shall not be changed, except by written endorsement hereto.

Effective Date: May 1, 202~~5~~⁴

Forms and Endorsements: VPDMOC - ~~121~~

Issued by: California Transit Systems Joint Powers Authority

Issued to: All Members of the Vehicle Physical Damage Program

By: _____
Chrissy Mack, General Manager

~~ENDORSEMENT NO. 1~~

~~CHANGE OF DECLARATIONS ENDORSEMENT~~

~~CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY~~

~~VEHICLE PHYSICAL DAMAGE PROGRAM~~

~~It is agreed that the Declarations of the Vehicle Physical Damage Program Memorandum of Coverage is amended to include:~~

~~**Members:**~~

~~Siskiyou Transportation Agency~~

~~**Memorandum No:**~~

~~24-25-PD-35~~

~~It is further agreed that the Declarations of the Vehicle Physical Damage Program Memorandum of Coverage is amended to remove:~~

~~**Members:**~~

~~County of Siskiyou~~

~~**Memorandum No:**~~

~~24-25-PD-7~~

~~Effective Date: December 3, 2024~~

~~Issued by: California Transit Systems Joint Powers Authority~~

~~By: _____
Chrissy Mack, CalTIP General Manager~~

~~_____~~

REPORTS
Agenda Item 6.A.

SUBJECT: Report by General Manager

BACKGROUND

Chrissy Mack, CalTIP General Manager, will provide an overview of activities that have occurred since the last meeting that are not included as a separate agenda item.

- **Nominating Committee Meeting**
On February 1, 2025, staff solicited nominations from the members to fill expiring and vacant positions on the Finance and Administration Committee (FAC), Member Services Committee (MSC), Nominating Committee, and Oversight Committee. The Nominating Committee met on February 26, 2025, to review nominations and develop slates of candidates for recommendation to the Oversight Committee and Board. Pursuant to the Bylaws, elections to fill the expiring positions on the FAC and MSC will be held in a later agenda item. Elections and appointments for the Oversight Committee and Nominating Committee will be held at the April Board meeting.
- **Member Services Committee (MSC) Meeting**
The MSC met on February 13, 2025, and received an update on the 2024/25 Risk Control Work Plan, an update on Employer Pull Notice Services, reviewed the proposed Risk Control Work Plan for 2025/26, and adopted the MSC meeting schedule for 2025/26.
- **Finance and Administration Committee (FAC) Meeting**
The next FAC meeting is scheduled for March 27, 2025. Among the items to be discussed are the draft actuarial and experience rating studies prepared by Bickmore Actuarial, preliminary budgets for 2025/26, Liability Program Retrospective Adjustment Calculation as of April 30, 2024, and Liability and Vehicle Physical Damage Programs Contributions Calculations and Revenue and Expense Budget for 2025/26.
- **Board of Directors Meeting**
The next Board of Directors meeting will be held at the Kimpton Sawyer Hotel in Sacramento on April 17, 2025. This is a change from the historical one-and-a-half day of Board meetings in April. The Board will evaluate which format would be most appropriate for the April meeting in the future. Registration questions should be directed to Taysha James, Member Services Coordinator, at taysha.james@sedgwick.com.

- **City of Arcata**

The City of Arcata is withdrawing from CalTIP effective May 1, 2025. The ownership and operation of the City's transit vehicles will be transferred to Humboldt Transit Authority (HTA), an existing CalTIP member. The mileage and values associated with transferred vehicles have been incorporated into the HTA's renewal data for 2025/26, therefore, this change will have marginal to no impact on the overall CalTIP exposure base and budget.

RECOMMENDATION

None.

REFERENCE MATERIAL

None.

REINSURANCE AND EXCESS INSURANCE MATTERS

Agenda Item 7.A.

SUBJECT: 2025/26 Reinsurance and Excess Insurance Renewals

BACKGROUND

Annually, the Oversight Committee discusses the upcoming reinsurance and excess insurance placements for the Liability and Vehicle Physical Damage Programs with CalTIP's insurance broker, Alliant, prior to presentation to the Board. P.J. Skarlanic, Alliant, will be participating in the meeting to discuss the marketing efforts to date for the 2025/26 program year and answer questions.

RECOMMENDATION

None.

REFERENCE MATERIAL

None.

ADMINISTRATIVE MATTERS

Agenda Item 8.A.

SUBJECT: Proposed Addendum to the Agreement with Sedgwick for Pool Administration, Financial, Risk Control, and Litigation Management Services

BACKGROUND

The current agreement between CalTIP and Sedgwick for Pool Administration, Financial, Risk Control, and Litigation Management Services is for a five-year term expiring on April 30, 2026.

Per the agreement, travel expenses for CalTIP staff are advanced by Sedgwick and reimbursed by CalTIP based on CalTIP's Travel Reimbursement Policy. To help increase efficiencies for both Sedgwick and CalTIP, the proposed addendum removes the provision for CalTIP to reimburse Sedgwick for travel expenses. The proposed price increase to offset this change, effective May 1, 2025, is \$7,500, and is based on the annual average cost paid by CalTIP for staff travel expenses. Jon Paulsen, Senior Vice President of Self-Insurance Pooling at Sedgwick, will be in attendance to discuss the proposed addendum with the Committee.

The proposed addendum has been sent to the CalTIP Board Counsel for review, and any recommendations will be presented to the Committee at the meeting.

Per Governance Policy 2.07, Oversight Committee Authority, the Oversight Committee has the authority to approve a contract amendment of less than \$50,000. Provided below is the pertinent policy excerpt:

II. Responsibilities, "7. To review and approve Authority expenditures, contracts and contract amendments for services other than those outlined in section (6) of this policy provided that (a) the expenditure (including the expenditure related to a contract or contract amendment) is included in the approved budget, or (b) there are unappropriated funds available for the expenditure, or (c) for contracts and contract amendments, the contract or amendment amount is \$50,000 or less. All other expenditures, contracts and contract amendments must be approved by the Board of Directors."

CalTIP staff is not making a recommendation regarding the addendum since it concerns Sedgwick services.

RECOMMENDATION

None.

REFERENCE MATERIAL

- Proposed Addendum One to the Service Agreement for Pool Administration

**ADDENDUM ONE TO THE
SERVICE AGREEMENT FOR POOL ADMINISTRATION**

Dated May 1, 2021

This Addendum, effective May 1, 2025, is entered into by and between the California Transit Systems Joint Powers Authority (“CalTIP” or “Client”) and Sedgwick Claims Management Services, Inc. (“Sedgwick”) (collectively “the Parties”) and shall be attached to and made a part of the Service Agreement for Pool Administration Services effective May 1, 2021 (“the Agreement”).

WHEREAS, Section 5.D. of the Agreement provides that Sedgwick may from time to time advance the costs of airfare, lodging, meals, and other travel expenses while on Client business, and for such reasonable and necessary expenses, Client shall reimburse Sedgwick in accordance with Client’s Travel Reimbursement Policy and upon evidence of the expense;

WHEREAS, the Parties mutually desire and agree to amend the Agreement to include all travel expenses incurred on behalf of the Client in the Annual Base Contract Price (ABCP);

WHEREAS, the Parties mutually agree that the changes made herein are incorporated into the Agreement and that all other terms and provisions of the Agreement remain the same.

NOW, THEREFORE, in consideration of the Agreement recitals and the mutual covenant and conditions contained herein, the Parties acknowledge that the Agreement is hereby amended as follows:

1. In Section 5.A., the Annual Base Contract Price (ABCP) shall include a mutually agreed upon increase, beginning on May 1, 2025, to include travel expenses incurred on behalf of the client.
2. Section 5.D. is deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the dates shown below.

California Transit Systems Joint
Powers Authority

Sedgwick Claims Management Services, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ADMINISTRATIVE MATTERS

Agenda Item 8.B.

SUBJECT: Renewal Proposal and Agreement Addendum for Claims Administration Services with Sedgwick

BACKGROUND

At the October 2024 meeting, the Oversight Committee discussed the current agreement with Sedgwick for the administration of liability and vehicle physical damage claims, which is set to expire on April 30, 2025, with Amanda Garcia, Vice President of Client Services at Sedgwick. The Committee authorized the CalTIP Board Chair, Vice Chair, and Board Legal Counsel to negotiate a renewal agreement with Ms. Garcia.

Attached is the proposal and agreement addendum from Sedgwick for a three-year agreement with two additional one-year extension options. The agreement features a 5.25% increase over the expiring fees for the first year, a 3.5% increase for the second year, and a 3.25% increase for each of the remaining years of the agreement (including extensions).

The expiring fees and proposed fees are provided below:

Item	Current Fees (2024/25)	2025/26 (1st year)
Annual Administrative Fee	\$500/member	\$526/member
Claims Set Up	\$35 per claim	\$37 per claim
Regular Time	\$114.25 per hour	\$120 per hour
Overtime	\$117.68 per hour	\$124 per hour
Double time	\$121.21 per hour	\$127 per hour
Secretarial	\$7.00 per page/form	\$7.00 per page/form
Mileage	IRS rate	IRS rate
Other Expenses	Reimbursed at actual cost	Reimbursed at actual cost

Ms. Garcia and Heather Allen, Client Services Manager, will attend the meeting to discuss this item with the Committee. The agreement has been reviewed by Doug Alliston, CalTIP Board Counsel, and Mr. Alliston will also be available at the meeting.

As the services are provided by Sedgwick, CalTIP staff will not be making a recommendation on this item.

RECOMMENDATION

None.

REFERENCE MATERIAL

- Letter and Proposal from Sedgwick for Claims Administration Services
- Proposed Addendum to Extend the Agreement with Sedgwick for Claims Administration Services for an additional period - May 1, 2025, through April 30, 2030



sedgwick
caring counts

CaTIP

Third Party Claims Administration Proposal

December 12, 2024

California Transit Systems Joint Powers Authority
1750 Creekside Oaks Drive,
Suite 200
Sacramento, CA 95833

Re: CalTIP, Auto, Property and General Liability Third Party Claims Administration Renewal Fiscal Year 2025-2030

Dear Board Members,

On behalf of Sedgwick Claims Management Services, Inc. (Sedgwick), we sincerely appreciate the opportunity to continue our partnership with California Transit Systems Joint Powers Authority (CalTIP) as your auto, liability and property third party claims administrator. It has been a privilege to serve CalTIP and we would like to take the opportunity to reiterate our commitment to you now and into the future. The entire Sedgwick team values and appreciates the relationship we have with CalTIP and are honored to be considered for renewal.

Program outcomes and proven results

Our partnership with CalTIP strives to deliver consistent best-in-class outcomes. Our colleagues stand with CalTIP and share your vision for your program. Understanding and sharing this vision is an important first step. Delivering outcomes that demonstrate our commitment to continuously improving your program's customer service level is undoubtedly another.

Our goals for the upcoming service period are threefold:

- Continue to provide a consistent and stable claims team to preserve a positive collaborative claims approach.
- Continue fostering the partnership between CalTIP and their claims administration team for comprehensive knowledge of CalTIP's claims, service instructions and the needs of CalTIP.
- Provide best in class program management with a laser focus in ensuring the needs of CalTIP are met and exceeded.

Enclosed, please find our renewal proposal for fiscal year 2025-2030. Our proposal contemplates a 5.25% increase over the first year, an increase of 3.5% for year two, 3.25% increase for year three and includes options of two additional years at a 3.25% increase for each of those optional years.

As we enter what we hope is an ongoing partnership, we are excited to continue to be a strong partner and trusted advisor, proactively handling your claims and dedicating ourselves to providing unsurpassed service.

Upon review of our proposal, if any questions should arise, please contact Heather Allen Client Service manager (CSM), with any questions at 480-620-9292 or Heather.Allen@sedgwick.com.

Thank you again for your consideration and for the opportunity to continue to be of service to CalTIP.

Sincerely,

Heather Allen

Heather Allen
Manager, Client Services
Sedgwick Claims Management Services, Inc.

CalTIP Renewal Proposal

Contained in this document is Sedgwick’s proposal for a five year agreement from 5/1/2025 through 4/30/2030.

Summary of Claim Fees:

Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

Expiring Fees 2024/2025	Estimated Renewal Fees 2025/2026	Estimated Renewal Fees 2026/2027	Estimated Renewal Fees 2027/2028	Estimated Renewal Fees 2028/2029	Estimated Renewal Fees 2029/2030
\$501,024	\$526,378	\$543,830	\$573,571	\$591,025	\$608,513

Line Item Per Claim	Forecasted Frequency*	Expiring Rates 2024/2025	Year 1 2025/2026	Year 2 2026/2027	Year 3 2027/2028	Option Year Year 4 2028/2028	Option Year Year 5 2029/2030
Member Enrollment Fee	34	\$500	\$526	\$544	\$562	\$580	\$599
Regular Time	4,095	\$114	\$120	\$124	\$131	\$135	\$139
Over Time	0	\$118	\$124	\$128	\$131	\$135	\$139
Double	0	\$121	\$127	\$131	\$135	\$139	\$144
Claim Set Up Fee	462	\$35	\$37	\$38	\$39	\$40	\$41

Items included in the quoted fees include:

- Quarterly claim reviews. These are completed at the JPA level with the CalTIP’s Litigation Manager.
- RMIS access: All users are included in the membership fees. . Provides a platform-independent, web-based tool for viewing and analyzing claims data. Access provides secure, near real-time information from Sedgwick’s proprietary claims information systems, including:
 - Customizable dashboards with drill-down capabilities
 - Detailed information about the incidents, claimant work status, and time tracking information
 - Financial information about an event, including the claim’s payment history and available reserves
 - Client diary capability, allowing for the creation of client diaries and customized alerts
 - Access to viaOne reports, which create ad hoc detailed reports with user-specified fields and filters
 - Access to Sedgwick’s advanced analytics portal, a data warehousing platform that takes a deep dive to discover meaningful risk information at the program level
- One monthly data file to a single carrier or RMIS system. Additional interface files and delivery frequencies are available.

Services available for an additional fee include:

- Subrogation services by a subrogation specialist will be charged 25% of recoveries
- Data conversion of additional sources of historical data for handling by Sedgwick
- Conversion of imaged documents will be passed through at cost
- RMIS data feeds: Additional interface files are \$220 per month for monthly file, \$605 per month for weekly file or \$1,895 per month for daily file
- RMIS: System interfaces or custom programming charged at \$185 per hour
- Escheatment services
- Special Investigation Unit Services

Definitions, terms and conditions

Definitions

Life of contract: Sedgwick will administer all claims received during the contract for the quoted fee. Claims open at contract termination will either be transferred to the new administrator or handled by Sedgwick for an additional annual fee.

Incident only: Incident only claims are claims reported by CalTIP that require no payment or activity other than generating a record in the claims administration system. These claims carry no reserves and no contacts are made by Sedgwick. If contacts are required on incident only cases, additional fees will apply.

Allocated expenses: The claim fees agreed to shall include all costs incurred by Sedgwick in handling claims submitted, except those costs normally referred to as “allocated expenses.” These expenses will be billed to the individual claim file when incurred.

In some cases, Sedgwick engages subcontractors to assist us in providing services. In order to hold down the cost to our clients, Sedgwick may have arrangements with these subcontractors to cover expense for certain activities, including but not limited to, development of integrated data systems, account management, quality oversight and ongoing projects that improve penetration and efficiency for our examiners. These cooperative service agreements are not transactional-based and are not dependent on any activity generated by CalTIP. In fact, the flat cooperative service fees remain the same regardless of whether CalTIP uses these vendors on their program or not.

Allocated expenses include but are not limited to:

- Attorney fees and costs
- Court costs and appeal bonds
- Cost of providing rehabilitation services
- Cost of surveillance activities and other outside investigations
- Cost of expert witnesses, accident reconstruction specialists, or any other specialist necessary for the investigation and/or defense of a claim
- Cost incurred to obtain statements, photographs, records, transcripts, depositions, digital call recording, etc.
- Cost of translation services
- Medicare compliance services fees and costs
- Index filings
- Cost of vocational evaluations, vocational services, training or other vocational activities

- Cost of outside assistance necessary to prepare or protect a client's subrogation right or Special Disability Trust Fund claim
- Expenses for travel to depositions, mediations, arbitrations, hearings or other legal proceedings at the client's request or as required by law or rule of a federal, state or local agency
- Surveillance
- Mileage at the prevailing IRS rate
- Photocopies
- Photographs
- Video Recordings
- Other expenses / claim allocated expenses

Terms and conditions

Quotation expiration: All pricing quoted is valid for a period of 180 days from submission unless a written extension is requested.

Takeover of existing claims: Takeover claims are anticipated for liability and pricing and parameters for such takeover have been included in the pricing section of this document.

Payment terms: All implementation and data conversion fees are billed upon notification of award. Claim service, program management and information technology fees are billed on a quarterly basis in advance based on annual estimates. The estimates are subject to audit 30 days after the conclusion of each contract year.

Takeover claims are billed annually based on the number of takeover claims open at the beginning of each contract year or reopened during the year. Invoices are payable upon receipt.

All service fees contemplate program service commencing on 05/01/2025. In the event the effective date of services is delayed at the request of CalTIP, Sedgwick reserves the right to bill CalTIP for program deployment expenses incurred outside of the scope of agreed implementation period, up to and including full fees for service on the originally scheduled implementation date with invoices payable upon receipt.

Taxes: All applicable taxes will be added to the service fees where this is required. Sedgwick may be required, in some jurisdictions, to collect and remit sales tax on the services provided to CalTIP. If billed, the taxes will be stated separately on the invoice. If Sedgwick is provided an exemption certificate, in good faith, tax will not be charged. In the event that a jurisdiction invalidates or does not accept the exemption certificate, Sedgwick will not be liable for any penalty or interest that may be

charged.

Early termination: Should CalTIP terminate for convenience within the first 12 months of the agreement, CalTIP shall pay Sedgwick fees equal to three months of the service fees. Should CalTIP terminate during the second 12 months, CalTIP shall pay fees equal to two months of the services fees. Termination fees are payable within 30 days of the date of notice of such termination.

File storage: CalTIP is responsible for storage fees of claim files and any fees to transfer such files.

Submission of all applicable claims: The fees quoted are based on the assumption that CalTIP will forward to Sedgwick all claims arising during the applicable time period in a covered jurisdiction. In the event that CalTIP does not forward all such claims to Sedgwick, we reserve the right to adjust the fees accordingly.

ADDENDUM TO EXTEND THE AGREEMENT FOR AN ADDITIONAL PERIOD

This Addendum to Extend the Agreement for an Additional Period (“Addendum”) is entered into by and between California Transit Systems Joint Powers Authority (CalTIP) (“Client”) and Sedgwick Claims Management Services, Inc. (“Sedgwick”) and shall be attached to and made a part of the Service Agreement for Administration of a Claims Program that was effective May 1, 2022 entered into between Client and Sedgwick (the “Agreement”).

In consideration of the Agreement recitals and the mutual covenant and conditions contained herein, the Parties acknowledge that the Agreement is hereby amended as follows:

1. The Agreement shall be extended for an additional period commencing May 1, 2025 and ending April 30, 2030.
2. Section 9 of the Agreement is amended to modify Sedgwick’s contact information to the following:

“General Counsel – Americas, Sedgwick Claims Management Services, Inc., 8125 Sedgwick Way Memphis, TN 38125”
3. Client shall pay Sedgwick the following fees on a **life of contract** basis for services provided during this additional period of 5/1/25-4/30/30.
4. This contract is for a 3-year agreement with two additional 1-year options.
5. Sedgwick is compensated at an hourly rate of services rendered by its personnel. Services are charged in minimum increments of one-tenth of an hour. The rates are outlined below based on contract year.

A. Per Claim Fees:

5/1/25-4/30/26: 5.25% Increase in enrollment, claim set up and hourly rate

Annual Administrative Fee	\$ 526/member
Claim Set-Up	\$ 37 Per Claim
Regular Time	\$ 120
Over Time	\$ 124
Double	\$ 127

5/1/26-4/30/27: 3.50% Increase in enrollment, claim set up and hourly rate

Annual Administrative Fee	\$ 544/member
Claim Set-Up	\$ 38 Per Claim
Regular Time	\$ 124
Over Time	\$ 128
Double	\$ 131

5/1/27-4/30/28: 3.25% Increase in enrollment, claim set up and hourly rate

Annual Administrative Fee	\$ 562/member
Claim Set-Up	\$ 39 Per Claim
Regular Time	\$ 131
Over Time	\$ 131
Double	\$ 135

5/1/28-4/30/29 (Option Year 1): 3.25% Increase in enrollment, claim set up and hourly rate

Annual Administrative Fee	\$ 580/member
Claim Set-Up	\$ 40 Per Claim
Regular Time	\$ 135
Over Time	\$ 135
Double	\$ 139

5/1/29-4/30/30 (Option Year 2): 3.25% Increase in enrollment, claim set up and hourly rate

Annual Administrative Fee	\$ 599/member
Claim Set-Up	\$ 41 Per Claim
Regular Time	\$ 139
Over Time	\$ 139
Double	\$ 144

Items included in the quoted fees include:

- i. Quarterly claim reviews done at the JPA level with the CalTIP litigation manager
- ii. RMIS access: Provides a platform-independent, web-based tool for viewing and analyzing claims data.
- iii. One monthly data file to a single carrier or RMIS system. Additional interface files and delivery frequencies are available.
- iv. On call Standby Services

Services available for an additional fee include:

- i. Subrogation services by a subrogation specialist will be charged 25% of recoveries
- ii. Data conversion of additional sources of historical data for handling by Sedgwick
- iii. Conversion of imaged documents will be passed through at cost
- iv. RMIS data feeds: Additional interface files are \$220 per month for monthly file, \$605 per month for weekly file or \$1,895 per month for daily file
- v. RMIS: System interfaces or custom programming charged at \$185 per hour
- vi. Escheatment services
- vii. Special Investigation Unit Services

Expenses are charged at the following rates: Sedgwick shall be reimbursed for out-of-pocket expenses incurred in connection with the services, including but not limited to the below:

Secretarial: \$7.00 per page/form
Mileage: IRS Rate
Other Expenses: At actual cost

D. SIU Service Fees:

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

Service name	Price
Research services	
Social media investigation	\$325
Smart plus investigation	\$550
Comprehensive background	\$625
Canvassing services	\$250
Skip tracing/individual locate	\$315
Asset check	\$225
Criminal and civil check	\$135 plus cost of records Additional counties or names: \$75 (per county or name)
Records request	\$100 plus cost of records
Social media monitoring	\$25 per week of monitoring
Other research services	Quote upon request
Surveillance services	
Surveillance	\$ 100 per hour (portal to portal): All states <i>Mileage charged at IRS standard mileage rate</i> <u>Additional expenses to hourly rate:</u> Report writing (up to 1/2 hour per day at standard surveillance rates) Pre-surveillance investigation: \$85 License plate searches: \$20 (per search post pre-surveillance) <u>Vehicle Sightings Report</u> (license plate recognition) - \$75
Unmanned surveillance	\$850 per day (three-day minimum) Deployment and extraction of stationary device: \$100 per hour: All states <i>Mileage charged at IRS standard mileage rate</i>
Video copies	\$100 per additional copy plus shipping
Field services	
Alive and well check - in person	\$450: All states
Alive and well check - virtual interview	\$125
Activity check	\$475: All states

Service name	Price
AOE/COE	\$100 per hour (portal to portal): All states <i>Mileage charged at IRS standard mileage rate</i>
Recorded statement	
Scene investigation	
Trial/deposition	
International investigations	Quote upon request
Other field services	Quote upon request
Assessment services	
Suspect file review	\$125 per hour
Fraud investigation (includes state reporting)	\$125 per hour
Red flag analytics review	\$125 per hour
Other assessment services	Quote upon request

E. Subrogation and Other Recoveries:

- i. Sedgwick shall pursue recoveries for subrogation, second injury funds, and other applicable special funds such as supplemental state funds, COLA reimbursements, retro funds, and other similar funds. Client shall pay Sedgwick twenty-five percent (25%) of the recovery received. All fees and expenses, including attorneys’ fees or investigations, for pursuit of any recovery shall be charged to the appropriate Qualified Claim file as an allocated loss adjustment expense.
- ii. As determined by the parties, Sedgwick shall either:
 - a. Deposit the recovery funds and issue payment from Sedgwick’s accounts Payable system to Client for the net recovery (less Sedgwick’s fee). Sedgwick will deposit the net recovery check into the Client’s loss-funding account or forward it directly to the Client.
 - b. Deposit the recovery funds into the Client’s loss-funding account and Sedgwick shall receive payment from the claim file or directly from Client.

F. MMSEA/SCHIP Medicare Reporting Fee:

The charges set forth below are the current fees for the services listed, and these fees may change from time to time upon sixty days prior written notice to Client:

One time \$9 charge per claim for claims involving bodily injuries (WC, liability, no fault).

Sedgwick will make reasonable efforts to obtain the relevant Medicare reporting data from the Client’s prior claim system during the implementation process, however, closed claims may contain Medicare reporting errors that are not in compliance with Medicare rules and regulations and may require additional Sedgwick resources to correct. Sedgwick will charge \$15 per claim to correct these errors.

MEDICARE REPORTING SERVICES SCHEDULE

To assist the Client in fulfilling Client's Medicare beneficiary reporting obligations under Medicare, Medicaid and State Children's Health Insurance Program Extension Act of 2007 ("MMSEA") Section 111 as set forth in 42 U.S.C. §1395y(b)(7)&(8) and the CMS User Guide ("User Guide") published on March 16, 2009 (and as amended and revised), Sedgwick will perform the following reporting services:

1. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the CMS Specifications.
2. Sedgwick will report directly to CMS on behalf of Client as an Account Designee (reporting agent), as such term is defined in the CMS User Guide as amended from time to time by CMS.
3. Client will be considered a Responsible Reporting Entity ("RRE") as that term is defined in the User Guide.
 - a. Client will be responsible for maintaining a valid RRE Identification Number as described in the User Guide and is a condition precedent to Sedgwick performing the duties under this section. Failure to maintain the RRE Identification Number will result in Sedgwick's inability to properly report claims on behalf of the Client. Sedgwick assumes no responsibility for maintaining a valid RRE Identification Number on behalf of the Client.
4. Sedgwick will assist Client as follows:
 - a. Sedgwick will electronically interface with the Centers for Medicare and Medicaid Services ("CMS") to capture and report data in the format prescribed by the User Guide.
 - b. Sedgwick will report directly to CMS on behalf of the Client as an Account Designee (reporting agent), and/or Account Manager as such term is defined in the User Guide.
 - c. Sedgwick will prepare the required data files and submit them to CMS on a periodic basis in order to properly query and report the appropriate files as defined in the User Guide.
5. Sedgwick will be responsible for payment of any and all fines assessed to Client regarding compliance with the Medicare beneficiary reporting requirements of Medicare, Medicaid and SCHIP Extension Act of 2007 that relate to the negligent acts or omissions of Sedgwick except to the extent that:
 - a. Such fines or penalties are the direct result of specific direction given by Client and/or its agent or the actions or omissions of Client and/or its agent; or
 - b. Sedgwick did not receive information or received erroneous information from Client (or Client's designated agent or prior subcontractor, third party administrator, or vendor) that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms of this Agreement.

c. Furthermore, Sedgwick will not be responsible for any fines where Sedgwick properly reported a claim to CMS but it should've been or could've been reported by an entity that handled the claim before Sedgwick.

6. Notwithstanding anything to the contrary in the Agreement, Sedgwick may from time to time utilize vendors to assist in obtaining information that is necessary to comply with its responsibilities under this section.

6. The following language is added to the Agreement:

Notwithstanding anything to the contrary contained in the Agreement, it is understood and agreed that if Client, directly or through a subcontractor or vendor of Client's choosing, including any prior subcontractor, third party administrator, or vendor ("Client Subcontractor"), retains administration of a claim or performs or performed any services for a claim Sedgwick administers, or if Client otherwise directs the administration of a claim, Client will indemnify, defend, and hold Sedgwick, its officers, directors, employees and agents harmless from the losses, damages, costs, judgments and expenses (including attorneys' fees and costs) as a result of any litigation or proceeding, fines, penalties, revocation of license, or any other state regulatory investigation or action arising against Sedgwick related to the acts or omissions of Client or the Client Subcontractor.

EXCEPT AS TO SEDGWICK'S OBLIGATIONS UNDER PARAGRAPH A OF THE INDEMNIFICATION SECTION, IN NO EVENT SHALL SEDGWICK BE LIABLE FOR ANY LOSS OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE OR LOSS OF USE OF ANY SOFTWARE, SYSTEM, SITE, OR DELIVERABLE PROVIDED TO CLIENT HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, OR FOR ANY DAMAGES OR FINES ARISING FROM ANY ACTS OR OMISSIONS OF CLIENT SUBCONTRACTOR, EVEN IF SEDGWICK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

7. All terms and conditions of the Agreement shall otherwise remain the same, except those terms and conditions which have been added, deleted, or modified by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the dates shown below.

California Transit Systems
Joint Powers Authority (CalTIP)

Sedgwick Claims Management Services, Inc.

By _____
Title _____
Date _____

By Michael Shook
Title Senior Vice President
Date February 17, 2025

ADMINISTRATIVE MATTERS

Agenda Item 8.C.

SUBJECT: Update Regarding Employer Pull Notice (EPN) Service Providers

BACKGROUND

At the October 2024 meeting of the Oversight Committee, staff apprised the Committee of the Employer Pull Notice (EPN) services transition from A-Check Global (A-Check) to SambaSafety. Participating members provided mixed reviews regarding their experience with SambaSafety following the transition. With the mixed reviews, the Oversight Committee authorized Chrissy Mack, CalTIP General Manager, to negotiate a one-year renewal agreement with SambaSafety beginning February 1, 2025, and to concurrently evaluate an alternate provider.

Monterey-Salinas Transit District (MST) volunteered to pilot the EPN services with an alternate DMV-approved EPN agent, EmbarkSafety. MST entered a service agreement and CalTIP entered a separate payment agreement with EmbarkSafety. This allowed the EPN services to continue as a pass-through program with payment made to the service provider by CalTIP, while members receive the service. Ms. Mack was able to negotiate the fees with EmbarkSafety to closely match the SambaSafety fees effective February 1st. Following a review by CalTIP Board legal counsel and communication with Julia Tyack, CalTIP Chair, the payment agreement was signed to allow MST to start the pilot program. The payment agreement with EmbarkSafety is included as reference material for the Oversight Committee's information.

Staff has received positive feedback from MST regarding their overall experience thus far with EmbarkSafety. In addition, staff is currently working with another member interested in participating in the pilot program.

Member satisfaction with EPN services will continue to be monitored and results provided to the Member Services Committee (MSC). The MSC will consider members' feedback and recommend to the Board whether CalTIP should continue with both SambaSafety and Embark Safety, allowing members to choose which provider to utilize, or recommend CalTIP select only one provider.

RECOMMENDATION

None.

REFERENCE MATERIAL

- Change Order (Extension) and Renewal Agreement with SambaSafety
- Payment Agreement with EmbarkSafety

CHANGE ORDER TO SAMBASAFETY AGREEMENT

This Change Order is made between Safety Holdings Inc., together with its affiliates and wholly owned subsidiaries (“SambaSafety”) and _____ CALTIP JPA _____ (“Customer”), with reference made to the master services agreement(s), and together with any amendments, service orders, orders, purchase orders, statements of work, or any other instruments issued thereunder, currently in effect between the parties (collectively, the “Service Agreement”). SambaSafety and Customer intend that this Change Order be issued pursuant to the terms and conditions of their existing Service Agreement. If no Service Agreement is in effect between the Parties, then the terms and conditions found at <https://sambasafety.com/msa/> are incorporated into this Change Order by reference.

The Service Order attached to this Change Order reflects the changes agreed to by Customer and SambaSafety. This Change Order includes:

Addition or Deletion of SambaSafety Capabilities

ADD-ON: The SambaSafety products, services and/ or capabilities listed in the Service Order accompanying this Change Order are ADDED TO the Service Agreement. Additional terms may apply based on product – See Attachment A.

Implementation/Startup-Fee Applicable? YES (See Service Order for Fee)

REMOVAL: These products are REMOVED from the Service Agreement: _____

Change in Drivers and/or Minimum Commitment

The Number of Drivers in the Service Agreement is changed to the number shown in the attached Service Order.

Renewals

The Parties wish to RENEW their Service Agreement for the period set forth in the attached Service Order.

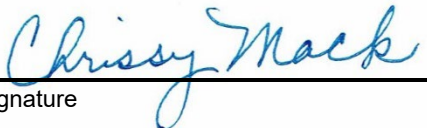
Change in Price

The PRICE for SambaSafety products, services (implementation, on-demand) and/ or capabilities listed in the Service Agreement is updated as set forth in the Service Order accompanying this Change Order.

Effective Date

The EFFECTIVE DATE of this Change Order is the 1st day of the month following the execution date (“Date Signed” in signature block below) of this Change Order.

The EFFECTIVE DATE of this Change Order is _____.

Customer	Safety Holdings Inc.
	
Signature	Signature
Chrissy Mack	
Name	Name
General Manager	
Title	Title
1/30/2025	
Date Signed	Date Signed

Samba Reviewer:



Service Order
Account Name: CALTIP JPA

** In addition to the Services and associated fees in the table below, state, data and additional resource fees ("State/Data Fees") may apply.*

Payment Terms	Payment Method
Net 30	ACH

Subscription Services				
Item Name	Number of Drivers	Price Per Unit*	Total per Month	Service Description
Essentials	1	\$1.00	\$1.00	Provides continuous monitoring of Motor Vehicle Record (MVR) violations and CSA inspections. Streamline driver enrollment and better mitigate driving risks. Includes alerts, reports, standard scoring and workflow capabilities.

Implementation Services		
Item Name	Price	Service Description

On Demand and Support Services		
Item Name	Price	Service Description
MVR Service Fee	\$.25	SambaSafety MVR service fee charged in addition to data fee for MVRs defined by Customer's policy; details on fees are included below under the Services Description. Invoiced based on actual usage.
Enrollment Service Fee	\$7.00	SambaSafety MVR service fee charged in addition to data fee for MVRs defined by Customer's policy; details on fees are included below under the Services Description.
Monitoring Service Fee	\$.25	SambaSafety MVR service fee charged in addition to data fee for MVRs defined by Customer's policy; details on fees are included below under the Services Description.

**The Price Per Unit is based upon the commitment by Customer of monitoring minimally the Number of Drivers set forth above, commencing on the Subscription Start Date throughout the remainder of the Service Order Term.*

Subscription Start Date	Initial Term (Months)**
30 days after the Effective Date below	Through January 31, 2026

*** Initial Term begins on the earlier of the Subscription Start Date or the date when Drivers are enrolled in Services.*

All of the aforementioned fees shall apply to this Agreement from the Subscription Start Date through the duration specified in the Initial Term. After the Initial Term and until the Service Order Term terminates or expires, the fees shall be at SambaSafety's then-current pricing applicable to its customers without discount.

The above terms will be effective only if Customer signs and returns this agreement on or before 1/31/2025.



SAMBASAFETY AGREEMENT

CUSTOMER ACCOUNT INFORMATION

ACCOUNT INFORMATION		
California Transit Indemnity Pool (CalTIP)		
Customer Name (the "Customer") 1750 Creekside Oaks Drive, Ste 200		
Mailing Address		
Sacramento	CA	95611
City	State	Zip
Same as above		
Billing Address		
Same as above	Same as above	Same as above
City	State	Zip
Chrissy Mack	916-244-1177	chrissy.mack@sedgwick.com
Primary Contact Name	Phone	Email
Lynette Thomas	916-244-1180	lynette.thomas@sedgwick.com
Billing Contact Name	Phone	Email
N/A	N/A	N/A
Compliance Contact Name	Phone	Email
68-0129374	1987	
Federal Employer ID Number	Years Business Established	
N/A	N/A	
Date Incorporated	State Incorporated	
N/A	N/A	N/A
Business License Number CALTIPONLINE.ORG	State	Expiration
Website (URL)		
N/A		
DOT Number(s)		

General Terms and Conditions

Service Order Term: "Service Order Term" shall mean the period for which this Service Order is operative, which commences on the Effective Date and continues through the Initial Term and, if applicable, any Extension Term(s), subject to early

termination in accordance with the terms and conditions of the Service Order and the Master Services Agreement (collectively, the "Agreement"). At the end of the Initial Term (and any Extension Term(s)), the Service Order will automatically end unless the parties agree to continue their services via written a new renewal agreement.

General Payment Terms:

- All invoices are due and payable by Customer according to the Payment Terms set forth on the Service Order, as calculated from the invoice date. All payments of fees shall be made in U.S. dollars.
- Customer agrees to facilitate automatic payments to SambaSafety by setting up either (a) Automated Clearing House (ACH) payments, or (b) automatic monthly credit card payments.
- Payments by check will incur a \$25.00 check fee.
- All undisputed fees are non-refundable.
- Any invoices which are not paid in full on the first of the month following the invoice due date shall accrue interest at the lesser of one and one-half percent (1 ½%) per month or the maximum amount permitted by law.
- If an account is suspended for non-payment, a \$100 reinstatement fee may be added to the following invoice as a condition for account reactivation. In addition to any other rights or remedies available to SambaSafety, any failure by Customer to timely pay in full all invoices submitted by SambaSafety, entitles SambaSafety to immediately discontinue Customer's access to the services.
- A twenty-five dollar (\$25.00) Non-Sufficient Funds Fee will be assessed for all dishonored payments.
- After the Initial Term and until the Service Order Term terminates or expires, the fees shall be at SambaSafety's then- current pricing applicable to its customers, which pricing may include a promotional discount. After the Service Order Term terminate or expires, the subscription or service fees may increase at SambaSafety's sole discretion.

Discontinuance Fee: Customer and SambaSafety have mutually agreed upon the fees to be provided for the services based upon certain assumed volume of processing activity together with the Service Order Term. Customer acknowledges and agrees that, without the certainty of revenue promised by the commitments set forth in this Agreement, SambaSafety would have been unwilling to provide the services at the fees set forth in the Service Order. Because of the difficulty in ascertaining SambaSafety's actual damages if the Customer were to terminate this Agreement prior to the Service Order Term's natural expiration, or due to Customer's failure to achieve any required minimum volume throughout the entirety of the Service Order Term, Customer agrees that prior to any early termination taking effect, and in addition to all other amounts then due and owing to SambaSafety, Customer will pay to SambaSafety as a contract discontinuance fee, and not as a penalty, an amount equal to the balance of the fees that would have been due under this Agreement had there been no early termination (the "Discontinuance Fee"). Customer acknowledges and agrees that the Discontinuance Fee is a reasonable estimation of the actual damages that SambaSafety would suffer if SambaSafety were to fail to receive the amount of processing business contemplated by this Agreement. Customer shall not be required to pay the Discontinuance Fee if Customer terminates this Agreement for a material, uncured breach by SambaSafety of one of its material obligations under this Agreement.

Inactive Accounts: If following the Service Order Term, Customer's account includes amounts owing to Customer, Customer shall request a refund of the balance within 5 months of the termination or expiration of this Service Order.

Additional Terms

- The parties expressly incorporate by reference and intend this Agreement to include the additional terms and conditions set forth at <https://www.sambasafety.com/MSA> (the "Master Services Agreement").
- If the Service Order includes monitoring and/or data solutions services, then the FCRA "permissible purpose" forms and the certifications made in such forms are incorporated into this Agreement.
- **Affiliates and Subsidiaries:** The parties agree that "Customer" shall include California Transit Indemnity Pool (CalTIP) and its members listed below, which members may be referred to herein as Affiliates:
 - CULVER CY/TRANS
 - EL DORADO CNTY TRANSIT AUTH
 - GARDENA CY GTRANS
 - GOLD COAST TRANSIT
 - HUMBOLDT TRANSIT AUTH
 - LIVERMORE AMADOR VLY TRANSIT AUTH
 - MBTA MORONGO BASIN TRANSIT AUTH
 - MENDOCINO TRANSIT AUTH
 - SAN LUIS OBISPO RTA
 - SANTA CRUZ METRO TRANSIT DIST
 - SANTA ROSA CY/TRANSIT DEPT
 - SIERRA MANAGEMENT
 - SISKIYOU CNTY TRANSIT/GEN EXPRESS
 - WESTERN CONTRA COSTA TRANSIT AUTH



For logistical reasons, the Affiliate(s) may be set up as a separate account (with separate billing if desired) in the SambaSafety System; however, all Customer Affiliates shall be considered as one single entity (the "Customer") for purposes of the Service Order and shall be bound by the terms and conditions here.

Each of the Affiliates will have their own separate driver minimum (and therefore their own Minimum Monthly Fee) – which in each case is one driver per month.

Customer specifically desires for billing to roll up to the "parent" entity, which is CALTIP JPA.

Account setup information for Affiliates may be completed in the attached Exhibit C.

Monitoring Specific Terms and Conditions Services

Description:

MVR monitoring provides continuous visibility into employees' driving records. In the United States, this is accomplished via a complex set of Department of Motor Vehicles ("DMV") connections and 3rd party data sources ("State / Data Providers"), triggering an MVR, which is obtained automatically by the SambaSafety platform, only when there is new activity to report, thereby providing actionable information to improve drivers' performance and mitigate risks. MVR Service Fees shall apply.

Canada license monitoring is limited to just monitoring for changes in driver license status and the SambaSafety platform does not alert on new violations. Canada license monitoring also differs from US license monitoring in that changes to license status do not result in an Activity MVR being generated by the system. An activity is created and an alert is still generated identifying the status change.

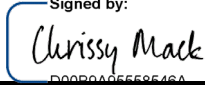
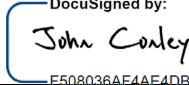
- **Activity MVR:** The platform monitors drivers at least monthly for new activity on the driver's driving record. This is done via multiple methodologies without always procuring a full MVR. If activity is found, an official MVR will be automatically procured on behalf of the Customer.
- **On-Demand MVR:** At any time, the Customer can manually procure an MVR for any driver, either individually or on a scheduled basis. This can be done via the dashboard.
- **State-Required Annual MVR:** In some states, where required by state DMV policy, State-Required Annual MVRs are procured automatically.
- **Driver Error MVR:** Some State / Data Providers charge a State/Data Fee even if the driver information submitted by SambaSafety on behalf of the Customer returns no results. This can happen when the Customer submits inaccurate driver information, including but not limited to license number, first and last name, or date of birth. The Samba system enforces certain checks to validate that a license number follows the appropriate format for a given state before the request is made to the state in an effort to minimize Driver Error MVR charges.
- **Enrollment MVR:** An Enrollment MVR is a State / Data Provider mandated MVR purchase when enrolling a driver into that particular state. Some states, such as California, charge State/Data Fees when adding drivers to the state monitoring programs. These fees are passed to the Customer.
- **Monitored Driver:** A driver shall be considered a Monitored Driver if they are enrolled in the platform for MVR monitoring at any point during a particular month.
- **State Fees:** State/Data Fees are charged by the State / Data Provider for all MVR types specified above and are billed to the Customer as pass through costs.
- **Data Fees:** are information and/or data-related fees that are charged by Federal/State agencies from which SambaSafety obtains MVRs and related records or information.
- **Canada License Monitoring:** Provides continuous license status monitoring in Canadian Provinces, generating alerts on new activity, allowing customers to stay informed and better mitigate driving risks. Includes alerts and workflow capabilities.

Minimum Monthly Fee: Commencing on the Subscription Start Date and through the remainder of the Service Order Term, Customer agrees to minimally pay SambaSafety an amount equal to the Monthly Minimum Number of Drivers as set forth in the quote multiplied by the monthly Subscription Price per Driver set in the quote (the "Monthly Minimum Fee"). Separate Monthly Minimum Fees may apply (for US and Canada drivers) depending on whether Canada License Monitoring is a separate line-item capability on the Service Order.

Customer Onboarding: Customer agrees to provide a completed Driver Upload Template and other required State Forms to SambaSafety within 15 business days prior to the Subscription Start Date specified above. If drivers are located in California or Pennsylvania, Customer must provide SambaSafety with the Driver Upload Template and additional required State Forms within six (6) weeks prior to the Subscription Start Date. Additional Canada Province forms may be required if Canada License Monitoring is included in the Service Order.

Accepted by: By executing below, Customer acknowledges and agrees to the terms and conditions set forth herein (the "Service Order Terms") and the Master Services Agreement. Any reference to the "Agreement" shall refer to these Service Order Terms, and any additional Service Orders between the parties, together with the Master Services Agreement.

This Agreement shall only become effective when signed by both Customer and SambaSafety, and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both parties. The later date on which either party signs shall be deemed the "**Effective Date**" of this Agreement.

CUSTOMER	SAFETY HOLDINGS, INC. ("SambaSafety")
<p>Signed by:  <small>D00B0A05555546A...</small></p>	<p>DocuSigned by:  <small>E508036AE44EF4DB</small></p>
<p>Signature Chrissy Mack</p>	<p>Signature John Conley</p>
<p>Name General Manager</p>	<p>Name</p>
<p>Title 2024-09-30</p>	<p>Title 2024-09-30</p>
<p>Date</p>	<p>Date</p>

Vice

President, Customer Success



Exhibit A: SambaSafety Master Services Agreement

These Master Services Agreement terms supplement the foregoing Service Order Terms executed between Customer and SambaSafety (each, a “party”, and collectively the “parties”). All Service Orders executed between the parties and this Master Services Agreement shall together be referred to as the “Agreement.” The Effective Date on the Service Order above shall also be deemed the “Master Services Agreement Effective Date.”

1. **Description of Services/License.** During the Service Order Term specified in an applicable Service Order, SambaSafety will provide Customer with access to custom data reports and application services, including without limitation motor vehicle reports (“MVRs”), vehicle, title and registration histories, driver monitoring, database records, analytic services, and training (collectively, “Services”) as more fully described in the applicable Service Order.
2. **Term.** This Agreement will become effective on the Effective Date and remain valid until it is terminated by either party pursuant to the terms contained herein. Either party may terminate this Agreement upon written notice if the other materially breaches the terms and conditions of this Agreement and the other party fails to cure such material breach within thirty (30) days of receiving written notice from the non-breaching party.
3. **Pricing and Payment.** All invoices are due and payable as set forth in the applicable Service Order. In addition to all payments specified in this Agreement, Customer shall pay, or reimburse SambaSafety for, all taxes imposed by federal, state and local authorities, including but not limited to, sales, use, excise, and value-added taxes, based upon any fees set forth in this Agreement provided that Customer shall have no responsibility for taxes based on SambaSafety’s net income.
4. **API Terms.** Customer shall only access (or attempt to access) an API by the means described in the documentation of that API. SambaSafety sets and enforces limits on the use of its APIs in its sole discretion. Customer accepts and shall not attempt to circumvent any limitations documented with an API. Customer may request to use an API beyond the documented limitations, subject to the written authorization of SambaSafety. If Customer provides feedback or suggestions about SambaSafety’s APIs, SambaSafety may use such information without obligation to Customer. Customer agrees that SambaSafety may monitor use of the APIs to ensure quality, improve SambaSafety’s products and services, and verify Customer’s compliance with this Agreement and the documentation of the APIs. SambaSafety may suspend access to the APIs if SambaSafety reasonably believes that Customer is in violation of this Agreement, the documentation of an API, or Applicable Laws. Customer shall not acquire ownership rights to a SambaSafety API or the content accessed through an API. For purposes of this Agreement, the APIs and their documentation shall be Confidential Information.
5. **Confidentiality.** “*Confidential Information*” means information that one party, or a party’s corporate affiliate, discloses to the other party or its affiliate(s) under this Agreement, and that is marked as confidential or a reasonable person would believe to be considered confidential information given the nature of the information and the circumstances under which such information is disclosed; provided, however, neither party shall have any obligation to maintain the confidentiality of any Confidential Information which: (a) is or becomes publicly available by other than unauthorized disclosure by the recipient; (b) is independently developed by the recipient; or (c) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. The recipient will not disclose Confidential Information of the discloser, except to recipient’s affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities to whom and which it transfers any Confidential Information of the discloser shall only use such information as permitted under the Agreement and that such individuals and entities shall keep it confidential in accordance with the Agreement. Notwithstanding the foregoing, if required by any court of competent jurisdiction or other governmental authority, the recipient may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such court order or government authority; provided that the recipient shall have given reasonable notice to the discloser prior to such disclosure. Except for the limited use rights under the Agreement, neither party acquires any right, title, or interest in the other party’s Confidential Information. The confidentiality of the information contained within the Services shall be maintained at all times. Information contained in the Services and MVRs shall not be distributed, sold or shared with any third party nor used by Customer in any way except as expressly authorized by this Agreement. Disclosure of such information may be cause for criminal and/or civil legal action against, Customer, its employees, principals, officers, agents, subcontractors, and any involved third party. Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys fees, and costs. Other civil and criminal laws may also apply.
6. **Governing Law.** This Agreement is governed by the substantive and procedural laws of the State of California, exclusive of conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of and venue in the State or Federal courts in Sacramento, California.

7. **Compliance with Laws.** Each party represents, warrants, covenants and certifies that it shall order, receive, disseminate and otherwise use the Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including without limitation, the Fair Credit Reporting Act (“FCRA”), the Driver’s Privacy Protection Act, 18 U.S.C. §2721 et seq. (“DPPA”), and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, “Applicable Laws”). Customer will use Services solely in accordance with “Permissible Purposes,” as that term is defined under the FCRA. Services are solely for Customer’s internal use and may not be redistributed to any third party.
8. **Audit.** Customer agrees that SambaSafety will have the right (but not the obligation) to conduct audits for the purpose of assessing Customer’s compliance with the terms of this Agreement, upon reasonable notice, and Customer agrees to fully cooperate with SambaSafety in connection therewith.
9. **Warranty.** SambaSafety warrants that: (a) SambaSafety owns or has licensed the intellectual property rights to provide the Services to Customer, (b) the Services do not violate or infringe intellectual property rights of any third party. THE EXPRESS WARRANTIES IN SECTION THIS SECTION 9 ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES. SAMBASAFETY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE WHICH ARE HEREBY DISCLAIMED.
10. **Indemnification.** Both parties shall indemnify, defend and hold harmless the other party from and against any claim, suit, proceeding, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees and court costs) brought by a third party against or suffered by the other party to the extent arising from the indemnifying party’s violation of Applicable Laws or willful misconduct.
11. **Liability.** REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT, STATUTORY, WARRANTY OR OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, RELATING TO OR IN CONNECTION TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ITS AWARENESS OF THESE RISKS. NOTWITHSTANDING ANY LANGUAGE ELSEWHERE TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EACH PARTY’S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO BREACH OF THIS AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT BE IN EXCESS OF THE AMOUNTS OF FEES (EXCLUDING STATE DATA FEES AND PASS- THROUGH FEES REMITTED DIRECTLY TO DATA PROVIDERS AND SUBSEQUENTLY INVOICED TO CUSTOMER) ACTUALLY PAID BY CUSTOMER TO SAMBASAFETY IN THE PREVIOUS 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM FOR DAMAGES. ONE OR MORE CLAIMS SHALL NOT INCREASE THIS AGGREGATE LIMIT. NOTWITHSTANDING THE FOREGOING, THE LIMITS AND EXCULPATIONS SET FORTH IN THIS SECTION 11 SHALL NOT EXCUSE CUSTOMER’S OBLIGATION TO PAY ANY FEES, TAXES OR OTHER AMOUNTS WITH RESPECT TO THE SERVICES, WHETHER COMMITTED OR RENDERED, OR ANY OBLIGATION BY A PARTY TO INDEMNIFY AND DEFEND CLAIMS, AS SET FORTH IN THIS AGREEMENT.
12. **Notification in Event of Breach or Misuse of Information.** Both parties will promptly (but in any event within 72 hours of any inadvertent or unauthorized release) notify the other party of any inadvertent or unauthorized release or other security breach of Personal Information contained in any Service and will be in compliance with Applicable Law regarding breach notification and remediation. For purposes of this Section, “Personal Information” means (i) any information about an identifiable individual and (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual.
13. **Information Security.** Both parties shall take all reasonable security procedures and practices necessary to prevent the unauthorized disclosure and misuse of Personal Information. Such measures shall include implementing and maintaining a comprehensive information security program that includes, at a minimum, appropriate administrative, technical, physical, organizational and operational safeguards and other security measures that are appropriate to (i) the nature of the Services being provided by SambaSafety, and (ii) the risks associated with the receipt or storage of such Personal Information by the Customer.
14. **Miscellaneous.** This Agreement and all Service Orders constitute the final and entire agreement between the parties with respect to the Services and shall supersede all prior agreements or purchase orders between the parties with respect to such Services. This Agreement may not be amended by any subsequent purchase order. There are no representations, warranties, or agreements among the parties with respect to the Services contained herein, which are not fully expressed in the entire Agreement. Neither party shall be liable for any failure or delay in performance directly or indirectly caused by any act or omissions beyond its reasonable control. This Agreement can be executed in counterparts and electronic signatures will be deemed originals. If any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the enforceability of the remaining provisions shall be unimpaired. No amendment to change, waiver or discharge this Agreement will be valid unless executed in writing by an authorized representative of each party. Any notice to the Customer, including invoices, shall be sent to the email or the physical address provided by Customer on the Customer Account Information page of this Agreement. Customer is responsible for providing notice to SambaSafety of any changes in contact information set forth on the Customer Account

Information page. Any notice to SambaSafety shall be sent to: SambaSafety, 5619 DTC Parkway, Suite 1000, Greenwood Village, CO 80111. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld except that either party may assign this Agreement pursuant to a merger, acquisition or sale of all or substantially all of its assets.

EXHIBIT: REQUIRED COMPLIANCE FORMS SAMBASAFETY PERMISSIBLE PURPOSE DISCLOSURE

Permissible Purpose. Upon the terms, and subject to the conditions set forth in the Master Services Agreement, Safety Holdings, Inc. ("SambaSafety") grants to Customer for the license period, a limited, nonexclusive, nontransferable, and revocable license to access the SambaSafety System only for the following purposes (**check all that apply**):

<input type="checkbox"/>	CDL Employer: For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under state or federal law.
<input type="checkbox"/>	Employment Signed Release: For use by a business, its agents, employees, or contractors for employment purposes, if the requester obtains the written consent of the individual to whom the information pertains.
<input type="checkbox"/>	Government: For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

Customer certifies that:

1. Customer shall use the Services for the sole and exclusive purpose(s) Customer has selected above and for no other purpose; and
2. Customer will only use the Services for its own use and Customer is the end user of the Services. Customer

certifies that when requesting Services for **Employment purposes**, Customer will:

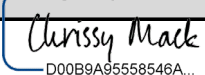
1. Prior to requesting a report, provide a written disclosure to the employee or prospective employee in a document consisting solely of the disclosure that Services may be obtained for employment purposes;
2. Prior to requesting a report, obtain express written consent from the employee or prospective employee prior to obtaining any Services which explicitly authorizes the retrieval and use by Customer, its agents or contractors of any Information Services regarding the particular employee or prospective employee in question; each submission of an order is a certification that the disclosure was provided, and authorization has been obtained.
3. Provide the employee or prospective employee a notice, along with a copy of his or her report and a summary of rights under the FCRA before taking adverse action; and
4. After taking adverse action, provide the employee or prospective employee a notice that adverse action has been taken along with a copy of the report and summary of rights under the FCRA.
5. Not use the Services in violation of any employment equal opportunity laws. This includes any laws generally known as "Ban-the-Box". Customer certifies that it will not order a report until allowed under these laws.

Customer acknowledges it is aware and will comply with all of the requirements of the Fair Credit Reporting Act ("FCRA"), and has downloaded a copy of the documents found under the heading "Consumer Disclosures" at <https://www.sambasafety.com/msa>.

Customer understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on consumer reports. Customer understands and agrees to comply with adverse action procedures required by the FCRA including requirements to provide a preliminary adverse action notice to consumers, along with a copy of the consumer report and A Summary of Your Rights Under the Fair Credit Reporting Act, allowing the consumer a designated period of time to contact the CRA if consumer wishes to dispute any information in the consumer report or to provide mitigating information to you, providing CRA contact information and providing a final adverse action notice to the consumer if a final adverse employment decision is made.

Customer understands that SambaSafety is not legal counsel and cannot provide legal advice. Customer should work with counsel to develop an employment screening program specific to your needs. It is necessary for Customer to work with counsel to ensure that Customer's policies and procedures related to the use of CRA-provided information are in compliance with applicable state and federal laws and your legal responsibilities.

I hereby certify that I am a legally authorized representative of Customer, and I hereby obligate Customer to the terms and conditions listed above:

APPROVAL	
Signed by:	
 D00B9A95558546A...	2024-09-30
Signature Chrissy Mack	Date General Manager
Name California Transit Indemnity Pool	Title (CaTIP)
CompanyName	

SERVICE AGREEMENT (CaTIP)

This Service Agreement (“Agreement”) is between Embark Safety LLC, a Florida company (“Embark Safety”), and _____ [Use full legal entity name] a _____ [State] public agency with _____ [Employer Identification Number], on behalf of itself and its officers and employees (“Subscriber”), and is effective (“Effective Date”): (i) on the date of last signature below; or (ii) if this Agreement is electronically executed by Subscriber, upon Embark Safety’s activation of Subscriber’s account. Subscriber is entering into this Agreement for the benefit of its members (“Subscriber’s Members”).

1. EMBARK SAFETY SERVICES. Embark Safety is defined as a “consumer reporting agency” pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”) and applicable state law. The FCRA-regulated screening reports that Embark Safety furnishes pursuant to this Agreement are defined by the FCRA and applicable state law as “consumer reports” and/or “investigative consumer reports” (collectively, “Screening Reports”). Subject to the terms and conditions of this Agreement, and upon Subscriber’s Member’s request, Embark Safety will furnish Screening Reports and the related services described in this Agreement in connection with Subscriber’s Member’s screening of job applicants, employees and/or other individuals for which Embark Safety provides information for legally permissible purposes (each, an “Applicant”). Subscriber acknowledges and agrees that Embark Safety may fulfill its services to Subscriber’s Members under this Agreement through its affiliates and subsidiaries, provided, Embark Safety shall remain solely responsible for its obligations under this Agreement. Embark Safety relies on the information furnished by third-party information suppliers (“Suppliers”) and Embark Safety clients when preparing Screening Reports. References to “Screening Report(s)” refer to an entire Screening Report as well as any specific information contained in a Screening Report.

2. EMBARK SAFETY OBLIGATIONS.

- a) Service Performance.** Upon Subscriber’s Members’ request, Embark Safety shall, in accordance with the terms of this Agreement, perform the services identified in the Schedule of Fees attached hereto as Attachment A (“Schedule of Fees”).
- (c) Data Privacy and Security.** Embark Safety shall implement commercially reasonable and appropriate technical, physical and administrative measures to protect Applicant data against Embark Safety’s accidental or unlawful destruction and unauthorized disclosure or access. Embark Safety is not responsible for disclosure or compromise of such data due to Subscriber’s acts or omissions or otherwise resulting from use of Subscriber’s passwords or accounts, due to no fault of Embark Safety.
- (d) Report Maintenance.** Subject to Section 7(b), during the Term of this Agreement, Embark Safety shall maintain Screening Report information for a minimum of one (1) year, unless otherwise required or prohibited by applicable Laws.
- (e) Management Reports.** Embark Safety shall provide Subscriber with Embark Safety’s standard “Management Reports” functionality to enable Subscriber to generate available reports relating to Subscriber’s account activity.

3. PAYMENT TERMS; FEES.

- (a) Creditworthiness; Right to Assurance.** Subscriber agrees that Embark Safety may determine Subscriber’s creditworthiness through Embark Safety’s review of available data and verification sources, and Embark Safety may establish Subscriber’s payment terms under this Agreement based on such review. If, at any time, Subscriber fails to comply with the payment terms of this Agreement, if Subscriber experiences a material adverse change in its financial condition, if Subscriber presents an undue risk of nonpayment in Embark Safety’s reasonable opinion, or if Embark Safety has a good faith reason to believe Subscriber does not intend to, or is unable to perform its obligations in this Agreement, Embark Safety may at its option (and in addition to any other remedies available by law or in this Agreement) exercise one or more of the following rights: (i) require a deposit or other form of payment security from Subscriber; (ii) adjust Subscriber’s payment terms; (iii) refuse to accept additional orders from Subscriber; and/or (iv) require adequate written assurance of Subscriber’s intent to perform.
- (b) Payment Terms.** Embark Safety shall invoice Subscriber on a monthly basis, and Subscriber shall pay all amounts due within thirty (30) days of receiving the invoice, unless Embark Safety establishes different payment terms pursuant to this Agreement (in which case, Embark Safety will provide written notice to Subscriber of such payment terms). Subscriber shall promptly review each invoice and notify Embark Safety of any alleged errors or disputes on or before the due date of such invoice. Subscriber waives the right to dispute any charges or other invoice details not disputed within such timeframe. If all undisputed amounts due are not received by Embark Safety by the due date, Embark Safety may, in addition to its rights in Section 7(a), upon ten (10) days advance written notice: (i) suspend Subscriber’s account until such time as all delinquent payments are received, and/or (ii) charge Subscriber interest on the outstanding balance at a rate that is the lesser of (a) 1½% per month, or (b) the highest rate permitted by applicable Laws. Subscriber shall reimburse Embark Safety for any attorneys’ fees and reasonable costs incurred by Embark Safety in connection with efforts to collect amounts due from Subscriber under this Agreement.
- (c) Fees; Taxes; Revisions.** Subscriber shall pay for all services provided pursuant to this Agreement at the rates set forth in the Schedule of Fees. Embark Safety’s fees are exclusive of any sales taxes or value added taxes and other similar indirect taxes (“VAT”) applicable to

Subscriber Initials  _____

the services. If Embark Safety's services are or become subject to sales tax or VAT, then Subscriber shall be responsible for such taxes and, where applicable, Subscriber shall self-account for local VAT via a self-charging or reverse charge mechanism. If Subscriber requests and Embark Safety provides additional services not initially set forth in the Schedule of Fees, such added services will be hereby incorporated into this Agreement at Embark Safety's then-current rates unless otherwise mutually agreed-upon in writing by the parties. Subscriber shall pay all pass-through fees, applicable taxes and charges made by information sources or Suppliers for release of information and records used in compiling Screening Reports. Such pass-through fees, taxes and charges are subject to change without prior notice. Embark Safety may reasonably revise the prices in this Agreement upon thirty (30) days advance notice to Subscriber. In addition, if at any time there are changes in Laws (including, without limitation, any ordinances or other regulatory, administrative or governmental acts or measures) that increase Embark Safety's cost of service or reasonably require additional related services to be provided by Embark Safety, or in Embark Safety's determination restrict its ability to reasonably continue to provide the services in this Agreement, Embark Safety may, upon providing written notice to Subscriber: (i) add a reasonable surcharge or pricing modification to cover the added costs of providing the affected service(s), and/or (ii) modify or cease providing the affected service(s).

(d) Price Increase. Embark Safety reserves the right to review pricing to account for increases in costs and negotiate a revised Agreement.

(e) Account Deactivation. Subscriber acknowledges and agrees that if Subscriber is determined at any time not to meet Embark Safety's standard client credentialing requirements and Subscriber's account is not activated, or is deactivated as a result, then any prior charges incurred related to Subscriber's account, whether for account setup registration or for pending or completed orders, shall be promptly paid to Embark Safety by Subscriber.

4. CONFIDENTIAL INFORMATION.

(a) Confidential Information Defined. Pursuant to this Agreement, each party ("Disclosing Party") may disclose or make available to the other party ("Receiving Party"), whether orally or in physical form, non-public confidential or proprietary information concerning the Disclosing Party and its business, products and/or services, including, without limitation, its software; systems and technology; product and service specifications, methodologies and strategies; pricing; Screening Reports; invoices; and trade secrets and other intellectual property (collectively, "Confidential Information"). Confidential Information does not include information that: (i) was rightfully in the possession of the Receiving Party prior to disclosure by the Disclosing Party; (ii) was or is independently developed by the Receiving Party without use of the Confidential Information; (iii) is now or hereafter becomes generally available to the public other than as a result of disclosure by the Receiving Party in violation of this Agreement; or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party and such source is not, to the best of the Receiving Party's knowledge, under any obligation to keep such information confidential.

(b) Duty of Confidentiality. The Receiving Party agrees: (i) to keep confidential and hold in strict confidence the Confidential Information; (ii) to take all reasonable precautions to protect the confidentiality of the Confidential Information (which precautions shall be no less than those employed by the Receiving Party to preserve the confidentiality of its own confidential materials and information); (iii) that it will not, without the prior written consent of the Disclosing Party, or in conjunction with a Required Disclosure, disclose any portion of the Confidential Information to any third-party; (iv) not to copy or reproduce the Confidential Information, except as reasonably required for the purposes contemplated in this Agreement (in which case Receiving Party will ensure that any confidentiality or other proprietary rights notices on the Confidential Information are reproduced on all copies); (v) not to reverse engineer or disassemble any products, technology or tangible objects that utilize or contain such Confidential Information; and (vi) to return and/or destroy all Confidential Information of the Disclosing Party upon request.

(c) Required Disclosures. If the Receiving Party is requested in any judicial or administrative proceeding or by any governmental or regulatory authority (whether by depositions, interrogatories, requests for information or documents, subpoenas, civil investigative demands, or similar processes) or otherwise required by applicable Laws to disclose the Confidential Information (collectively, a "Required Disclosure"), the Receiving Party may make such disclosure, provided it uses reasonable efforts to give prompt written notice, as soon as practicable, to the Disclosing Party of such required disclosure so that Disclosing Party may seek an appropriate protective order. Notwithstanding anything to the contrary above, Embark Safety shall not: (i) be restricted from disclosing to Applicants their Screening Reports and file information in accordance with applicable Laws, (ii) be restricted from disclosing Confidential Information to the extent necessary to perform its obligations under this Agreement, or (iii) be required to destroy, erase or return any Screening Reports or related Applicant data in Embark Safety's files.

5. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable Laws, each party's total liability to the other party pursuant to this Agreement ("Limitation of Liability") shall not exceed three (3) times the fees paid by Subscriber and collected by Embark Safety pursuant to this Agreement within the twelve (12) month period immediately preceding the event(s) giving rise to the claim. Embark Safety's liability shall be further limited to the extent that any Applicant conduct giving rise to the claim, and the damages sustained thereby, are reasonably of the same class as the Screening Report record at issue. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED

Subscriber Initials  _____

OF THE POSSIBILITY OF SUCH DAMAGES. Embark Safety and Subscriber shall each use good faith reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to this Agreement.

6. INDEMNIFICATION. Each party (“Indemnifying Party”) shall indemnify, defend and hold the other party (“Indemnified Party”) harmless from and against any third-party claims, demands, suits, judgments, costs, expenses and liabilities, including, without limitation, reasonable attorneys’ fees (collectively, “Claims”), to the extent caused by the Indemnifying Party’s failure to comply with the FCRA or other applicable Laws. An Indemnified Party seeking indemnification pursuant to this Agreement shall provide the Indemnifying Party with prompt written notice of a Claim and shall cooperate with the Indemnifying Party in good faith and in all reasonable respects in connection with the defense of any such action at the expense of the Indemnifying Party. The Indemnified Party may, at its option, participate in the defense of any such Claim, with its separate counsel and at its own cost, and the Indemnifying Party agrees to cooperate in good faith and in all reasonable respects with such counsel; provided, however, that the Indemnifying Party shall have sole control of the defense and any settlement of such Claim or action, and the Indemnified Party shall not compromise or settle any such Claim without the prior written consent of the Indemnifying Party. The Indemnifying Party shall not without the consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), enter into any settlement that requires a finding or admission of fault of the Indemnified Party, or reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to, or otherwise prejudice the Indemnified Party.

7. TERM; TERMINATION.

(a) Term. The term of this Agreement (“Term”) commences on the Effective Date and, unless otherwise terminated pursuant to this Section 7, will continue in force for an initial period of one (1) year, and thereafter will automatically renew for successive periods of one (1) year each. Either party may terminate this Agreement at any time: (i) for convenience, upon delivery of sixty (60) days advance written notice, or (ii) for cause, in accordance with Section 7(b). If services are provided following termination or expiration of this Agreement, all terms and conditions of this Agreement shall apply to such services.

(b) Termination; Suspension. If either party: (i) defaults in the performance of its material obligations in this Agreement and fails to substantially cure such default within thirty (30) days after receipt of a written notice of breach, or (ii) becomes the subject of any proceeding commenced under the United States Bankruptcy Code, or executes an assignment for the benefit of creditors or files for relief under any applicable reorganization, moratorium or similar debtor relief Laws, then the other party may terminate this Agreement upon delivery of written notice. Additionally, Embark Safety may suspend performance under this Agreement without penalty upon written notice to Subscriber if Subscriber’s breach of this Agreement is reasonably determined by Embark Safety to be a violation of Law or to present a risk of non-compliance by Embark Safety with applicable legal or contractual obligations. Following the expiration or termination of this Agreement, Embark Safety will provide Subscriber with a reasonable opportunity to: (i) download for its records copies of all its Applicant Screening Reports, and/or (ii) obtain from Embark Safety, at Embark Safety’s then-current fee, a CD or similar format containing copies of Subscriber’s Applicant Screening Reports. Thereafter, Embark Safety shall have no further duty to maintain copies of Applicant Screening Reports for access by Subscriber.

8. NOTICES. Any notices regarding this Agreement: (i) must be in writing, (ii) must be delivered (a) by facsimile (with transmission confirmed), (b) in person, (c) by certified mail, return receipt requested, postage pre-paid, or (d) by a nationally recognized overnight delivery service; (iii) must be delivered to the applicable party at the address set forth below in this section, or such other address as a party may designate by notice in accordance with this section; and (iv) will be deemed given on the date of delivery.

If to Embark Safety:

Embark Safety
PO BOX 780699
Orlando, FL 32878
Office (407) 536-7233
Fax: (877) 347-7745

If to Subscriber:

COMPANY NAME (LEGAL ENTITY NAME):	California Transit Indemnity Pool (CalTIP)
CONTACT NAME:	Chrissy Mack

Subscriber Initials 

ADDRESS:	1750 Creekside Oaks Drive, Suite 200
CITY, STATE, ZIP CODE:	Sacramento, C A 95833

9. LEGAL SUPPORT SERVICES. If Embark Safety (including any of its affiliates and subsidiaries) assists Subscriber or is otherwise required to participate in preparation for, defense of, or responding to any legal or regulatory proceedings involving or relating to Subscriber, including, without limitation, subpoenas, depositions, hearings and trials (collectively, “Legal Support Services”), Subscriber shall reimburse Embark Safety for all costs and expenses Embark Safety reasonably incurs in connection therewith, including, without limitation, reasonable attorneys’ fees and disbursements. Except to the extent required by law, Embark Safety is under no obligation to provide Legal Support Services to Subscriber and will evaluate such matters on a case by case basis.

10. MISCELLANEOUS.

- (a) Entire Agreement; No Third-Party Beneficiaries.** This Agreement (including, without limitation, Subscriber’s Embark Safety application paperwork and all attachments hereto, which are hereby incorporated by reference and included in the definition of “Agreement”) sets forth the entire agreement between the parties with respect to the subject matter hereof, supersedes any prior or contemporaneous written or verbal discussions, and except as stated in the initial paragraph is not intended to confer any rights, remedies or claims to any third-party. This Agreement may not be modified by any purchase order or similar order forms received from Subscriber, even if Embark Safety has accepted or acknowledged receipt of such forms.
- (b) Amendment.** This Agreement may be modified only by a writing executed by an authorized representative of both parties; provided, however, that any updates to the Schedule of Fees made from time to time during the Term shall be effective upon the written authorization of Subscriber’s “Super User” or other designee.
- (c) Waiver.** The failure of either party at any time to enforce its rights in this Agreement shall not be construed as a waiver of such rights.
- (d) Severability; Interpretation.** If any provision of this Agreement, in whole or in part, is determined to be illegal, unenforceable, or invalid, such provision shall be deleted from this Agreement and shall not affect the legality, enforceability or validity of the remainder of this Agreement. This Agreement shall be considered drafted mutually by the parties.
- (e) Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party; provided, however, that Embark Safety shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets. The foregoing limitation on Subscriber’s ability to assign this Agreement is due, in part, to Embark Safety’s regulatory obligations and related customer credentialing procedures and requirements.
- (f) Remedies Cumulative.** Subject to the Limitation of Liability in Section 5, all remedies available to either party related to this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- (g) Force Majeure.** The obligations of either party to perform under this Agreement (other than payment obligations) shall be excused during a reasonable period of delay caused by matters beyond such party’s reasonable control, including, without limitation, changes in Laws, closure or unavailability of universities, courthouse or other data sources, power or internet service failure, third-party system or service integration failure, war, and earthquake, fire, flood or other natural disaster.
- (h) Survival.** All provisions of this Agreement that by their nature are reasonably intended to have effect after termination of this Agreement (including, without limitation, compliance, audit rights, privacy, data protection, confidentiality, dispute resolution, indemnity and limitation of liability) shall survive such termination.
- (i) Governing Law; Venue; Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the principles of conflicts of laws. In the event of any dispute between the parties related to this Agreement, if the parties are unable to resolve the dispute after holding good faith and confidential discussions, then the dispute shall be submitted to, and determined exclusively by, binding arbitration conducted in Sacramento County, California, pursuant to the rules and procedures of Judicial Arbitration and Mediation Services (JAMS). The parties agree that the arbitration proceedings, communications and any resulting decisions/awards shall be treated as confidential unless otherwise required by applicable Laws. Notwithstanding the foregoing, each party shall be entitled to seek immediate injunctive relief to protect its Confidential Information.
- (j) Independent Contractors; Title.** The parties will perform their obligations in this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent between the parties. Subscriber acknowledges that all title, ownership and intellectual property rights of the Embark Safety system, products and services, including, without limitation, all work performed under any statement of work by Embark Safety in its performance of services, and all documentation relating thereto, shall remain the property of Embark Safety and/or its licensors or Suppliers, as applicable. Subscriber further acknowledges that Embark Safety is an aggregator of third-party data and information and

Subscriber Initials CW

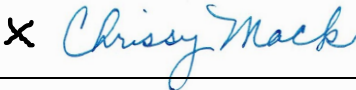
that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract, copyright and related Laws. Subject to applicable Laws, Subscriber shall retain the perpetual right to maintain its copies of Screening Reports in accordance with this Agreement.

(k) Counterparts; Validity of Facsimile and Scanned Signatures. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

(l) Signature Authority. Each party represents that this Agreement has been executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained in this Agreement.

AGREED:

Subscriber:

COMPANY NAME (LEGAL ENTITY NAME):	California Transit Indemnity Pool
CONTACT NAME:	Chrissy Mack
TITLE:	General Manager
EMAIL:	chrissy.mack@sedgwick.com
EFFECTIVE DATE:	February 1, 2025
AUTHORIZED SIGNATURE:	X 

Embark Safety

Name: Edwin Sosa

Title: General Manager, Authorized member

Authorized Signature:  _____

Subscriber Initials:  _____

Attachment A

Subscribe acknowledges that state fees, MVR monitoring coverage and limitations have been reviewed and agreed upon.

State fees and MVR monitoring coverage: <https://www.embarksafety.com/state-fees-and-mvr-coverage/>

Standard charges:

<i>Fees for Government EPN</i>	<i>Monitoring / System Fee</i>
System/Monitoring Fee	\$1.00/driver/month
EPN Enrollment (per new driver)	\$2.00 per driver
EPN Activity	\$2.00 per activity
EPN Pull	\$2.00 per report
EPN Annual	\$2.00 per report
On-demand MVR (outside of California)	\$2.00 + state fee

Additional charges:

Account Setup Fee: waived

Check processing fee: \$20/month check processing fee.

Driver Training:

- \$10/lesson Driving Dynamics module
- \$15/lesson Smith System module

Please select your method of payment:

- ACH

Subscriber Initials. CW

Subscriber Initials. CW

ADMINISTRATION MATTERS

Agenda Item 8.D.

SUBJECT: Proposed Meeting Schedule for 2025/26 and 2026/27 Program Years and Facilitator for the 2025 Strategic Planning Session

BACKGROUND

Annually, at the April meeting, the CalTIP Board of Directors reviews and adopts a resolution establishing meeting dates for the Board and Oversight Committee for the upcoming program year and reviews a proposed meeting schedule for the Finance and Administration Committee (FAC) and Member Services Committee (MSC). The Board of Directors meetings will be scheduled as in-person, and the committee meetings will be scheduled as virtual meetings unless an in-person meeting is requested by a committee. Staff is proposing a meeting schedule for the next two program years for advance planning purposes and to provide more leverage when negotiating with meeting venues.

1. Proposed Meeting Schedule for 2025/26 and 2026/27

Board of Directors	Oversight Committee	Finance & Administration Committee**	Member Services Committee**
<u>2025-26</u>	<u>2025-26</u>	<u>2025-26</u>	<u>2025-26</u>
Strategic Planning Session: Thurs., August 21, 2025 San Diego area Study Session: Thurs.-Fri., December 4-5, 2025 San Diego area Spring Meeting: Thurs.-Fri., April 16-17, 2026* Sacramento area	Thurs., August 7, 2025 Thurs., October 16, 2025 Thurs., March 12, 2026	Thurs., October 9, 2025 Thurs., March 26, 2026	Thurs., May 8, 2025 Thurs., September 11, 2025 Fri., December 5, 2025 Thurs., February 19, 2026
<u>2026-27</u>	<u>2026-27</u>	<u>2026-27</u>	<u>2026-27</u>
Study Session: Thurs.-Fri., December 3-4, 2026 San Diego area Spring Meeting: Thurs.-Fri., April 15-16, 2027* Sacramento area	Thurs., August 6, 2026 Thurs., October 15, 2026 Thurs., March 11, 2027	Thurs., October 8, 2026 Thurs., March 25, 2027	Thurs., May 7, 2026 Thurs., September 10, 2026 Fri., December 4, 2026 Thurs., February 11, 2027

*The 2025 April Board meeting is scheduled for one day instead of the typical one and one-half days. The Board will make a final determination when reviewing the meeting schedule towards the end of the April 2025 meeting regarding meeting length for 2026 and 2027.

**Staff will work with the FAC and MSC to finalize their respective meeting schedule for 2025/26 and 2026/27.

The above dates have been selected based on staff’s availability and available conference schedules, as shown below, for: the California Transit Association (CTA), California Association for Coordinated Transportation (CalACT), American Public Transportation Association (APTA), California Association of Joint Powers Authorities (CAJPA), and Public Agency Risk Management Association (PARMA).

Industry Events – May 1, 2025 – April 30, 2026	
May 8, 2025	CTA Spring Legislative Conference – Sacramento, CA
May 18-20, 2025	APTA Legislative Conference – Washington D.C.
May 20-25, 2025	CalACT ADA Compliance Training
Jun. 2-4, 2025	CalACT/CTAA National Expo – San Diego, CA
Jun. 29 – Jul. 2, 2025	APTA Rail Conference – San Francisco, CA
July 19-22, 2025	APTA Transit Board Members & Board Administrators Seminars – Kansas City, MO
Aug. 3-6, 2025	APTAtch – Miami, FL
Aug. 10-13, 2025	APTA Sustainability/Operations Planning and Scheduling Workshop – Denver, CO
Sept. 16-19, 2025	CAJPA Annual Conference – Monterey, CA
Sept. 14-17, 2025	APTA TRANSform Conference & Expo – Boston, MA
Oct. 20-24, 2025	CalACT 2025 Fall Conference – Stateline, NV
Nov. 5-7, 2025	CTA 60 th Annual Conference & Expo – Long Beach, CA
Nov. 17-20, 2025	CalACT Maintenance Conference – Monterey, CA
Dec. 7-10, 2025	APTA Safety and Risk Management Seminar – San Diego, CA
Feb. 23-26, 2026	PARMA Annual Conference – Anaheim, CA
April 13-16, 2026	CalACT Spring Conference – Temecula, CA
Industry Events – May 1, 2026 – April 30, 2027	
May 15-19, 2026	APTA International Bus Roadeo – Salt Lake City, UT
May 17-20, 2026	APTA Mobility Conference – Salt Lake City, UT
Oct. 4-7, 2026	APTA TRANSform Conference & Expo – Chicago, IL
Oct. 28-30, 2026	CTA 61st Annual Conference & Expo – Monterey, CA

2. 2025 Strategic Planning Session and Facilitator

Once every three years, CalTIP holds a one-day, in-person, facilitated strategic planning session to develop a strategic action plan which sets forth the Board’s strategic objectives and priorities for the succeeding program years. At the December 2024 meeting, the Board approved holding the next facilitated session on August 21, 2025. Staff is finalizing an agreement with a hotel in San Diego to utilize as a venue for the one-day session. Registration information will be distributed once it becomes available.

Chrissy Mack, General Manager, obtained a proposal from Bechamps & Associates for facilitation services (attached) to be provided by Michelle Bechamps and Ken Giffin. Ms. Bechamps and Mr. Giffin facilitated the last session in 2022, and they will build upon the foundation of that session. Bechamps & Associates’ estimated total fees are between \$16,335 and \$19,125, which is in line with the fees paid for facilitation services prior to 2022. (Some of the costs for the strategic planning session in 2022 were subsidized by Sedgwick as Ms. Bechamps conducted the strategic planning session under the Sedgwick umbrella. Ms. Bechamps is no longer affiliated with Sedgwick). The fees include a kick-off meeting with CalTIP staff and 12 phone interviews

before the session to gather supportive data (a section of the proposal refers to 20 interviews, which was scaled back to 12 after discussion with Ms. Bechamps); and facilitating a one-day, onsite strategic planning session for the CalTIP Board and staff, inclusive of governance training, organizational research, general manager planning meetings, and a session summary report. Travel expenses are not included in the above fees and will be billed at cost.

Development of the final strategic plan and presentation to the Board are optional and have been quoted separately: 1) Strategic Plan Development - \$6,750, and 2) Strategic Plan Presentation to the Board - \$1,350. Ms. Mack spoke with Ms. Bechamps regarding an alternative wherein CalTIP staff prepares the final report and obtains feedback from Bechamps & Associates which would be a significantly lesser cost.

Ms. Bechamps and Mr. Giffin are experienced strategic planning facilitators and have worked with self-insurance pools on governance, strategic planning, and branding. They have also served as strategic planning facilitators for Government Entities Mutual (GEM) on an ongoing basis. In addition to conducting GEM's annual strategic planning session, Ms. Bechamps attends each GEM meeting to facilitate a generative discussion with the membership to assist with GEM's strategic planning.

Expenses associated with the strategic planning session will be included in the 2025/26 Operating Budget.

RECOMMENDATION

The Oversight Committee:

- 1) Provide feedback and direction regarding the proposed meeting schedule for the 2025/26 and 2026/27 program years.***
- 2) Authorize the CalTIP General Manager to engage Bechamps & Associates to facilitate the 2025 strategic planning session.***

REFERENCE MATERIAL

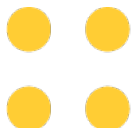
- Proposal from Bechamps & Associates for Strategic Planning Facilitation Services

PROPOSAL

STRATEGIC VISIONING FACILITATION & PLAN DEVELOPMENT

Prepared for: CalTIP

February 12, 2025



Béchamps & Associates

WHO WE ARE.

Béchamps & Associates is a full-service organizational & brand strategy firm. We are a team of seasoned professionals that have experience working in the public and private sectors. We have been dedicated to our craft for many years & our commitment to effective, sound, quality results for our clients shows in our work.

We believe that every touch point you have with your members is a reflection of the organization. So, it is important to see how every aspect of a given project speaks to the brand & reputation you have developed over the years. That's why we take a holistic approach to each client project we work on.

With this strategic approach, we help to differentiate your organization by building a connection between you & your members beyond price for service.

Whether you need an updated vision and new strategic plan, a full marketing plan, to launch new web tools, or you would like to know the best way to spend your marketing dollars in order to promote your value to your current & prospective members, we can help.

WHO WE WORK WITH.

We have worked with public/private partnerships for over 30 years. We understand the importance & value of the services you provide to your members. And we understand the issues that your members are facing with tightening budgets & their need to provide more for less while maintaining the high quality of their own services.

Having this intimate knowledge of you & your members makes us uniquely qualified to assist your team in creating a new vision & strategic direction for the future & create brand & marketing strategies that really make an impact.

WHAT WE DO.

We provide strategic & creative expertise to empower businesses in achieving their success.

GOVERNANCE

- Strategic Planning Facilitation & Plan Development
- Board Governance Training
- Board Coaching

BRAND STRATEGY

- Corporate Positioning
- Recruitment & Retention Strategies
- Client Engagement Strategies
- Key Messaging



- Marketing & Communication Strategies
- Web Site Presence & Design
- Corporate Identity (Logos)
- Collateral Design
- Publications & Newsletters
- Email Marketing

ORGANIZATIONAL MANAGEMENT

- Competitive Analysis
- Market Research
- Group Facilitation
- Event/Meeting Planning

HOW WE DO IT.

Everything starts with a client assessment – to fully understand your current issues & your goals for the future. We need to know all about your organization & your philosophy. We will listen to what you have done, what you like & what’s not working.

OUR PROCESS:

Every aspect of your project is tailored specifically to the needs of your organization.

We’ll facilitate a kickoff meeting to set expectations & determine desired outcomes. We’ll conduct team interviews that will help provide an understanding of your organization’s opportunities & challenges. We will then develop the insights & action plans to lead your organization forward.

Next is to provide coaching on a contemporary governance model & setting a foundation with your team to gain input for the strategic planning process. Exercises – individual, small groups & as a whole – will help us identify the optimal & shared vision of the team, discuss strategic considerations & determine the high-level goals & strategic priorities of the leadership.

Then, we will work collaboratively with the organization’s internal team to create a dynamic plan document derived from the strategic planning session.

If desired, we then refresh the brand with the visuals and messaging that reflect your new direction.



MEET YOUR TEAM

Michelle Béchamps, President, Brand Strategist, Béchamps & Associates

Michelle brings a rich background of strategy, branding, marketing & web experience. Starting over 30 years ago in the public entity self-insurance industry with one of the most well-respected pools in the country, Michelle served in several marketing positions & developed the many strategies they use today. She also led organizational strategy & brand development in her role as Assistant Executive Director. As principal of **Béchamps & Associates** since 2008, Michelle extends her brand strategy, organizational development, strategic planning, marketing, communications, key messaging & web development expertise nationally.

Ken Griffin, President, Brand Strategist, Corporate Path Leadership

Ken brings over 25 years of team leadership experience, working with many enterprise companies including GE, Oracle, & NTT. Over the years of leading teams, he has had the benefit of working with great Human Resources & Organizational Development departments realizing & experiencing the impact that their programs have had on team members. In 2015, Ken founded Corporate Path Leadership to focus specifically on these types of programs tied to corporate strategy & team leadership development. Today, Corporate Path Leadership collaborates with companies of all sizes on strategic planning, curriculum development & team coaching efforts. Ken has been at Michelle's side since 2014, working specifically in facilitating a myriad of Governance, Strategic Planning & Branding sessions nationwide.

OUR APPROACH

Phase I: Kick-Off Meeting, Background Research & Team Interviews

Suggested Timing: Contingent on individual schedules; allow 4-6 weeks for interviews.

Approach:

The first phase of the project involves gathering all the necessary background information that paints the initial picture of the current state of CalTIP. This includes a kick-off meeting with the team to set expectations and determine desired outcomes, board member interviews, and staff interviews.

Developing an interview guide and conducting up to 20 phone interviews helps **Béchamps & Associates** understand individual perceptions of the organization in two distinct ways: as a member of the team managing the business and operational decisions, and as part of the membership being served by the organization.

Deliverables:

1. Team Kick-Off Meeting (virtual)
2. Board & Staff Member Interview Guide
3. Schedule & Conduct up to 20 Board & Staff Member Phone Interviews
4. Highlight Slides in Support of the Phase II Strategic Planning Session

Phase II: Strategic Planning Session

Suggested Timing: In conjunction with the timing of Board Retreat

Approach:

The second phase of the project is the cornerstone for gaining board member input for the strategic planning process and coaching them on a contemporary governance model. The primary goal of this phase is to educate board and staff members on applying generative thinking to a long-term view of CalTIP's future. The one-day, interactive, facilitated session focuses on the following elements:

- Detailed review and discussion of CalTIP's current position and financial standing
- Review the strengths, weaknesses, opportunities, and challenges for CalTIP
- Review feedback from the team on CalTIP's performance success and areas of needed improvement
- Introducing the concept of a Generative Framework and related exercises for CalTIP
- A vision exercise to highlight the optimal, shared vision for the future of CalTIP
- Individual and small group exercises to identify key components of CalTIP's strategic considerations for the future
- Large group exercises to identify the high-level goals and strategic priorities of the Board

Deliverables

1. Formulation of Strategic Session Content
2. Session Facilitation Guide (for internal **Béchamps & Associates** use)
3. Session Facilitation Slides (to be approved by CalTIP)
4. Business State-of-the-State Slide(s) from CalTIP leadership
5. Session Handouts (as needed)
6. One-Day, Onsite, Facilitated Session with CalTIP Board Members & Key Staff
7. Board Coaching on CalTIP's Proposed Generative Framework
8. Strategic Session Summary Report

Phase III: Development of a Strategic Plan (OPTIONAL)

Suggested Timing: As determined by the CalTIP Team

Approach:

The third phase of the project involves working in collaboration with CalTIP's General Manager and staff to create a three-year, dynamic plan document resulting from the Phase II Strategic Planning Session outcomes.

A draft plan would include key inputs from the Strategic Planning Session with board members, as well as the CalTIP leadership team, and determining appropriate resources needed to execute elements of the plan.

Deliverables

1. Three-Year Strategic Plan, including:
 - a. Goals
 - b. Developed and Recommended Strategies
 - c. Detailed Action Plans for each Goal, including Objectives, Metrics & Timing

Phase IV: Presentation of the Strategic Plan to the Board of Directors (OPTIONAL)

Suggested Timing: TBD (Date of the presentation to correlate with a CalTIP Board meeting)

Approach:

The final phase of the project would involve a one-hour presentation of highlights from the new strategic plan to the Board at an official board meeting. Board members would be able to see the entire plan in advance and **Béchamps & Associates** would lead a facilitated discussion that shows the link between the governance model and board input from the Strategic Session to the content of the newly developed plan.

Deliverables:

1. Strategic Plan presentation to the Board of Directors

REFERENCES

Client Name: GEM

(reinsurance pool for national public entity pools. Membership includes 23 municipal, parks & recreation, school, and transit self-insurance pools serving over 4,000 entities)

Contact: Andrew Halsall, President & CEO

Address: 116 South River Road, Suite D-4, Bedford, New Hampshire 03110

Phone: (603) 223-0321

Projects: Board Governance Coaching; Strategic Planning Facilitation; Strategic Plan Development; Branding; Corporate Positioning & Marketing; Recruitment & Retention Strategies; Member Engagement Strategies; Web Site Presence & Design; Key Messaging; Annual Report; Annual Conference Planning; Group Facilitation

Client Name: Enduris

(self-insurance pool for Washington special purpose districts. Membership includes over 500 public entities)

Contact: Sheryl Brandt, Executive Director

Address: 1610 S. Technology Blvd., Suite 100, Spokane, Washington 99224

Phone: (509) 838-0910

Projects: Board Governance Coaching; Strategic Planning Facilitation; Strategic Plan Development

Client Name: Washington Cities Insurance Authority – WCIA

(self-insurance pool for Washington cities. Membership includes over 160 local governments)

Contact: Ann Bennet, Executive Director

Address: P.O. Box 88030, Tukwila, Washington 98138

Phone: (206) 575-6046

Projects: Board Governance Coaching; Strategic Planning Facilitation; Strategic Plan Development; Newsletter Design

REFERENCES (continued)

Client Name: **Virginia Transit Liability Pool**
(self-insurance pool for Virginia public transit)

Page 7

Contact: David Harmer, Administrator

Address: P.O. Box 71265, Richmond, Virginia 23255

Phone: (804) 784-0394 ext. 101

Projects: Board Governance Coaching; Strategic Planning Facilitation

Client Name: **SchoolCare**
(self-insurance pool for 90 New Hampshire schools)

Contact: Lisa Duquette, Executive Director

Address: 370 Harvey Road, Ste. 4, Manchester, New Hampshire 03103

Phone: (603) 836-5031 ext. 305

Projects: Board Governance Coaching; Strategic Planning Facilitation; Strategic Plan Development



JOB ESTIMATE

Date: February 17, 2025 – REVISED
Client Name: California Transit Indemnity Pool (CalTIP)
Contact: Chrissy Mack, General Manager
Address: 1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833
Phone: (916) 244.1177

Project Title: **CalTIP Strategic Planning – Discovery**

Description: As preparation for CalTIP’s Strategic Planning Session, **Béchamps & Associates** will participate in a kick-off meeting with the CalTIP team and conduct up to 12 phone interviews in advance of the session to gather supportive data. A CalTIP-approved interview guide will be developed to aid in this data gathering.

Please note development of the final strategic plan is not included in this estimate and has been quoted separately.

Please note travel expenses are not included and will be billed at cost, if applicable.

TOTAL: \$2,835.00 – \$3,375.00

Approved by: _____ **Date:** _____

*This is an estimate only. Any changes to the parameters of the project are subject to a cost review. The client signature above authorizes **Béchamps & Associates** to proceed with the project described.*



JOB ESTIMATE

Date: February 12, 2025
Client Name: California Transit Indemnity Pool (CalTIP)
Contact: Chrissy Mack, General Manager
Address: 1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833
Phone: (916) 244.1177

Project Title: Strategic Planning Session Facilitation

Description: **Béchamps & Associates** will facilitate a one-day, onsite strategic planning session for the CalTIP Board and staff, inclusive of governance training. This session is intended to facilitate and guide CalTIP's strategic plan. Also included is organizational research, general manager planning meetings, and a session summary report.

Please note development of the final strategic plan is not included in this estimate and has been quoted separately.

Please note travel expenses are not included and will be billed at cost.

TOTAL: \$13,500.00 – \$15,750.00

Approved by: _____ **Date:** _____

*This is an estimate only. Any changes to the parameters of the project are subject to a cost review. The client signature above authorizes **Béchamps & Associates** to proceed with the project described.*



JOB ESTIMATE

Date: February 12, 2025
Client Name: California Transit Indemnity Pool (CalTIP)
Contact: Chrissy Mack, General Manager
Address: 1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833
Phone: (916) 244.1177

Project Title: CalTIP's Strategic Plan Development (OPTIONAL)

Description: Béchamps & Associates will develop a three-year strategic plan for CalTIP's Board and staff. The plan will be developed from the facilitation notes gleaned from CalTIP's Strategic Planning Session. This estimate assumes the session produces specific areas of focus to fully develop needed goals, objectives, strategies, and tactics.

TOTAL: \$6,750.00

Approved by: _____ **Date:** _____

*This is an estimate only. Any changes to the parameters of the project are subject to a cost review. The client signature above authorizes **Béchamps & Associates** to proceed with the project described.*



JOB ESTIMATE

Date: February 12, 2025
Client Name: California Transit Indemnity Pool (CalTIP)
Contact: Chrissy Mack, General Manager
Address: 1750 Creekside Oaks Drive, Suite 200
Sacramento, CA 95833
Phone: (916) 244.1177

Project Title: CalTIP's Strategic Plan – Presentation to the Board (OPTIONAL)

Description: Béchamps & Associates will assist the CalTIP team in presenting the newly developed three-year strategic plan. Béchamps & Associates will lead a facilitated discussion that shows the connection between the new governance model and the Board's input from the planning session to the resulting content of the strategic plan.

TOTAL: \$1,350.00

Approved by: _____ **Date:** _____

This is an estimate only. Any changes to the parameters of the project are subject to a cost review. The client signature above authorizes Béchamps & Associates to proceed with the project described.

GOVERNANCE MATTERS

Agenda Item 9.A.

SUBJECT: Results of the CalTIP Board Member Self-Assessment and Board Effectiveness Survey

BACKGROUND

Pursuant to the monitoring components of Governance Policy (GP) 2.02 and GP 2.03, which require the CalTIP Board of Directors to develop a process to assess the effectiveness of the CalTIP Board and Committees, CalTIP has been conducting a CalTIP Board Member Self-Assessment and Board Evaluation Survey since 2017. The purpose of the survey is to bring the Board in compliance with the monitoring requirements of the policies, highlight those areas where improvements may be necessary, and identify trends that may allow for the development of processes and procedures beneficial to the overall operations and effectiveness of the organization.

The most recent CalTIP Board Member Self-Assessment Survey and Board Effectiveness Survey was issued in February. The Board Member self-assessment included 14 statements, and the overall Board Evaluation consisted of 25 statements. The members were requested to rank each statement on a scale of 1 to 5, with 1 = Strongly Disagree and 5 = Strongly Agree. "I Do Not Know" was also an option.

Twenty-three individuals responded to the survey, which is double the participation compared to the last time the survey was conducted. Since the survey is anonymous and name/agency information is not collected, it is not clear how many agencies are represented.

The overall results of each survey are presented and then are broken down by time of service on the Board (five years or more and less than five years). The overall results of both surveys indicated all but two statements received an average score greater than 4. The statements that received an average score of less than 4 are:

- I am adequately well-versed on the coverages and programs provided by CalTIP. (3.83)
- The Board ensures that new Board members receive a prompt, thorough orientation. (3.91)

The results of the surveys will be provided to the Board at its meeting in April, and they will be provided to the strategic planning facilitator in advance of the next CalTIP strategic planning session.

RECOMMENDATION

None.

REFERENCE MATERIAL

- Results of CalTIP Board Member Self-Assessment Survey and Overall Board Evaluation Survey

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**BOARD MEMBER
SELF-ASSESSMENT
SURVEY**

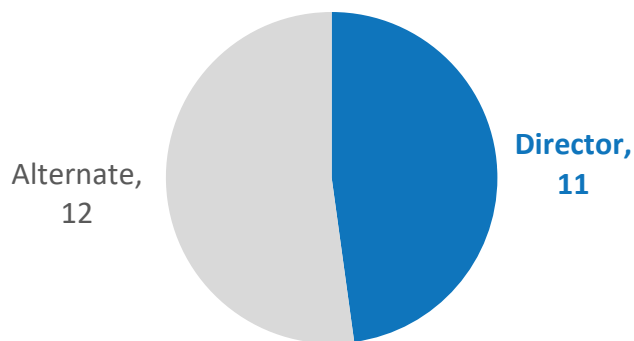
March 2025



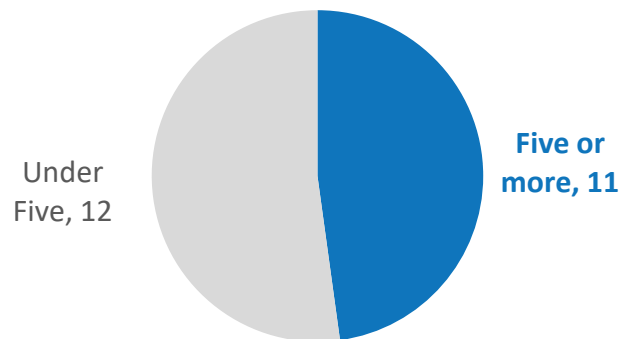
DEMOGRAPHICS

23 Board Members responded to the survey. They were asked to provide their (1) current role, and (2) how many years they have served on the Board.

Role



Years of Service





STATEMENTS

Respondents were asked to rate their personal performance as a CalTIP Board Member from “1 -Strongly disagree” to “5-Strongly agree” across 14 statements:

1. I attend all Board meetings.
2. I attend all Committee meetings for which I am a representative.
3. I contribute to the discussion in a meaningful and helpful way.
4. I engage in two-way, honest communication with other Board members.
5. I fully understand my fiduciary duties and act for the benefit of all members, not merely for a particular constituency or my own agency.
6. I make an effort to be educated on the aspects of CalTIP that I do not understand.
7. I am adequately well-versed in the coverages and programs provided by CalTIP.
8. I avoid conflict of interest and abide by CalTIP’s Conflict of Interest Code and Board Member’s Code of Conduct.
9. I read the materials distributed before the Board meeting so I can constructively participate and make timely and informed decisions.
10. I engage in opportunities to further develop and enhance my leadership skills.
11. I understand that certain work requests of CalTIP staff and outside consultants need to be agreed to by the Board, and I act accordingly.
12. I work with the CalTIP General Manager and staff in a manner that creates an atmosphere of trust and cooperation.
13. I understand that the CalTIP General Manager works for the entire Board and not for individual Board members, and I act accordingly.
14. Communicate Board governance problems to the CalTIP General Manager or Board Chair.

ALL RESPONSES

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **all respondents**.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree		SCORE
		1	2	3	4	5		
8	I avoid conflict of interest and abide by CalTIP's Conflict of Interest Code and Board Member's Code of Conduct.	0	0	0	4	19	4.83	
11	I understand that certain work requests of CalTIP staff and outside consultants need to be agreed to by the Board, and I act accordingly.	0	0	0	7	14	4.67	
13	I understand that the CalTIP General Manager works for the entire Board and not for individual Board members, and I act accordingly.	0	0	0	8	14	4.64	
2	I attend all Committee meetings for which I am a representative.	0	0	1	7	13	4.57	
4	I engage in two-way, honest communication with other Board members.	0	0	0	11	11	4.50	
9	I read the materials distributed before the Board meeting so I can constructively participate and make timely and informed decisions.	0	0	1	10	11	4.45	
6	I make an effort to be educated on the aspects of CalTIP that I do not understand.	0	0	1	11	11	4.43	
5	I fully understand my fiduciary duties and act for the benefit of all members, not merely for a particular constituency or my own agency.	0	1	1	8	12	4.41	
12	I work with the CalTIP General Manager and staff in a manner that creates an atmosphere of trust and cooperation.	0	0	3	7	12	4.41	
10	I engage in opportunities to further develop and enhance my leadership skills.	0	0	0	14	9	4.39	
1	I attend all Board meetings	0	1	3	6	12	4.32	
14	Communicate Board governance problems to the CalTIP General Manager or Board Chair.	0	0	4	7	9	4.25	
3	I contribute to the discussion in a meaningful and helpful way.	0	1	2	14	5	4.05	
7	I am adequately well-versed on the coverages and programs provided by CalTIP.	0	1	5	14	3	3.83	

SERVICE – 5yrs + RESPONSES

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **Board Members with 5 or more years of service** on the CalTIP Board of Directors.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree		SCORE
		1	2	3	4	5		
8	I avoid conflict of interest and abide by CalTIP's Conflict of Interest Code and Board Member's Code of Conduct.	0	0	0	1	10	4.91	
13	I understand that the CalTIP General Manager works for the entire Board and not for individual Board members, and I act accordingly.	0	0	0	2	9	4.82	
2	I attend all Committee meetings for which I am a representative.	0	0	0	3	8	4.73	
1	I attend all Board meetings	0	0	1	2	8	4.64	
4	I engage in two-way, honest communication with other Board members.	0	0	0	4	7	4.64	
11	I understand that certain work requests of CalTIP staff and outside consultants need to be agreed to by the Board, and I act accordingly.	0	0	0	4	7	4.64	
5	I fully understand my fiduciary duties and act for the benefit of all members, not merely for a particular constituency or my own agency.	0	0	1	3	7	4.55	
9	I read the materials distributed before the Board meeting so I can constructively participate and make timely and informed decisions.	0	0	0	5	6	4.55	
12	I work with the CalTIP General Manager and staff in a manner that creates an atmosphere of trust and cooperation.	0	0	1	3	7	4.55	
6	I make an effort to be educated on the aspects of CalTIP that I do not understand.	0	0	1	5	5	4.36	
10	I engage in opportunities to further develop and enhance my leadership skills.	0	0	0	7	4	4.36	
14	Communicate Board governance problems to the CalTIP General Manager or Board Chair.	0	0	3	0	6	4.33	
3	I contribute to the discussion in a meaningful and helpful way.	0	0	2	5	4	4.18	
7	I am adequately well-versed on the coverages and programs provided by CalTIP.	0	0	3	5	3	4.00	

SERVICE – Under 5 yrs RESPONSES

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **Board Members with less than 5 years of service** on the CalTIP Board of Directors.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree	SCORE
		1	2	3	4	5	
8	I avoid conflict of interest and abide by CalTIP's Conflict of Interest Code and Board Member's Code of Conduct.	0	0	0	3	9	4.75
11	I understand that certain work requests of CalTIP staff and outside consultants need to be agreed to by the Board, and I act accordingly.	0	0	0	3	7	4.70
6	I make an effort to be educated on the aspects of CalTIP that I do not understand.	0	0	0	6	6	4.50
13	I understand that the CalTIP General Manager works for the entire Board and not for individual Board members, and I act accordingly.	0	0	0	6	5	4.45
10	I engage in opportunities to further develop and enhance my leadership skills.	0	0	0	7	5	4.42
2	I attend all Committee meetings for which I am a representative.	0	0	1	4	5	4.40
4	I engage in two-way, honest communication with other Board members.	0	0	0	7	4	4.36
9	I read the materials distributed before the Board meeting so I can constructively participate and make timely and informed decisions.	0	0	1	5	5	4.36
5	I fully understand my fiduciary duties and act for the benefit of all members, not merely for a particular constituency or my own agency.	0	1	0	5	5	4.27
12	I work with the CalTIP General Manager and staff in a manner that creates an atmosphere of trust and cooperation.	0	0	2	4	5	4.27
14	Communicate Board governance problems to the CalTIP General Manager or Board Chair.	0	0	1	7	3	4.18
1	I attend all Board meetings	0	1	2	4	4	4.00
3	I contribute to the discussion in a meaningful and helpful way.	0	1	0	9	1	3.91
7	I am adequately well-versed on the coverages and programs provided by CalTIP.	0	1	2	9	0	3.67



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25

**OVERALL
BOARD
EVALUATION
SURVEY**

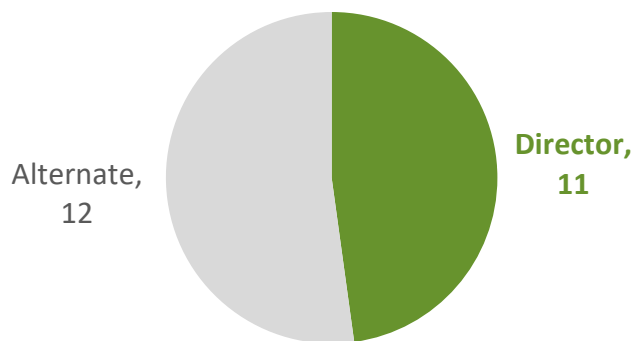
March 2025



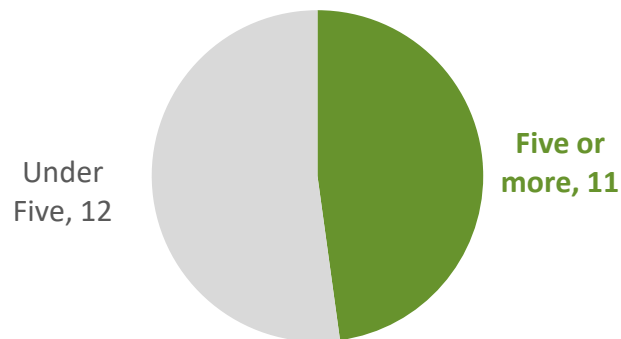
DEMOGRAPHICS

23 Board Members responded to the survey. They were asked to provide their (1) current role, and (2) how many years they have served on the CalTIP Board of Directors

Role



Years of Service





STATEMENTS

Respondents were asked to rate the overall performance of the CalTIP Board of Directors from “1 -Strongly disagree” to “5-Strongly agree” across 23 statements:

1. The Board knows and understands CalTIP's mission and vision and reflects this understanding when addressing key issues throughout the year.
2. The Board engages in long-range strategic thinking and planning and asks the CalTIP General Manager to articulate her vision for the organization's future.
3. The Board stays abreast of issues and trends affecting CalTIP and the insurance markets using this information to assess and guide the organization over the long term.
4. The Board ensures that new Board members receive a prompt, thorough orientation.
5. Board meetings are conducted in a manner that ensures open communication, meaningful participation, and sound resolution of issues.
6. The Board meeting agendas are well-balanced allowing appropriate time for critical issues.
7. The Committee meeting agendas are well-balanced allowing appropriate time for critical issues.
8. The Board is willing to tackle policy issues that may be complicated and/or ambiguous.
9. Committees are effective, focusing on pertinent topics and bringing forth well-thought-out recommendations to the Board.
10. The Board periodically monitors management and its own adherence to the CalTIP governing documents.
11. The Board recognizes its policy-making role and reconsiders and revises policies as necessary.
12. The Board is consistent about being prepared for meetings and staying engaged.



STATEMENTS

Respondents were asked to rate the overall performance of the CalTIP Board of Directors from “1 -Strongly disagree” to “5-Strongly agree” across 23 statements:

13. The Board receives timely, accurate, and useful information upon which to make decisions.
14. The Board sets clear organizational priorities, including a budget, for the year ahead.
15. The Board discusses events and trends in the larger environment that may present specific opportunities for CalTIP.
16. The Board, when faced with critical issues, sets aside time to brainstorm in order to generate creative approaches or solutions to the problem.
17. The Board spends more than half of its time during discussions on issues of importance to CalTIP's long-range future.
18. The Board comprehends and respects the difference between its policy-making role and the CalTIP General Manager's role.
19. When issues come before the Board, they are framed in a manner that enables the membership to see the connection between the issue under discussion and CalTIP's overall strategy.
20. Board goals, expectations, and concerns are promptly, candidly, and effectively communicated to the CalTIP General Manager.
21. The Board's actions reflect a commitment to CalTIP's values and promote ethical and legal behavior.
22. The Board strives for continuous improvement by taking action when opportunities for improvement are identified.
23. The Board anticipates issues and does not often find itself reacting to a crisis situations.

ALL RESPONSES

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **all respondents**, on the CalTIP Board of Directors' overall performance.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree		SCORE
		1	2	3	4	5		
3	The Board stays abreast of issues and trends affecting CalTIP and the insurance markets using this information to assess and guide the organization over the long term	0	0	0	10	12	4.55	
21	The Board's actions reflect a commitment to CalTIP's values and promote ethical and legal behavior	0	0	1	8	13	4.55	
20	Board goals, expectations, and concerns are promptly, candidly, and effectively communicated to the CalTIP General Manager	0	0	1	9	11	4.48	
2	The Board engages in long-range strategic thinking and planning and asks the CalTIP General Manager to articulate her vision for the organization's future	0	0	1	10	11	4.45	
22	The Board strives for continuous improvement by taking action when opportunities for improvement are identified	0	0	0	12	10	4.45	
1	The Board knows and understands CalTIP's mission and vision and reflects this understanding when addressing key issues throughout the year	0	0	1	11	10	4.41	
5	Board meetings are conducted in a manner that ensures open communication, meaningful participation, and sound resolution of issues	0	0	2	9	11	4.41	
9	Committees are effective, focusing on pertinent topics and bringing forth well thought out recommendations to the Board	0	0	1	11	10	4.41	
11	The Board recognizes its policy-making role and reconsiders and revises policies as necessary	0	0	1	11	10	4.41	
14	The Board sets clear organizational priorities, including a budget, for the year ahead	0	0	0	13	9	4.41	
12	The Board is consistent about being prepared for meetings and staying engaged	0	0	1	12	8	4.33	
7	The Committee meeting agendas are well-balanced allowing appropriate time for critical issues	0	0	1	13	8	4.32	

ALL RESPONSES (cont'd)

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **all respondents**, on the CalTIP Board of Directors' overall performance.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree		SCORE
		1	2	3	4	5		
8	The Board is willing to tackle policy issues that may be complicated and/or ambiguous	0	0	1	13	8	4.32	
13	The Board receives timely, accurate, and useful information upon which to make decisions	0	1	0	12	9	4.32	
19	When issues come before the Board, they are framed in a manner that enables the membership to see the connection between the issue under discussion and CalTIP's overall strategy	0	0	2	11	9	4.32	
10	The Board periodically monitors management and its own adherence to the CalTIP governing documents	0	0	1	13	7	4.29	
6	The Board meeting agendas are well-balanced allowing appropriate time for critical issues	0	0	3	10	9	4.27	
15	The Board discusses events and trends in the larger environment that may present specific opportunities for CalTIP	0	0	3	10	9	4.27	
23	The Board anticipates issues and does not often find itself reacting to a crisis situations	0	0	1	14	7	4.27	
17	The Board spends more than half of its time during discussions on issues of importance to CalTIP's long-range future	0	0	3	13	5	4.10	
16	The Board, when faced with critical issues, sets aside time to brainstorm in order to generate creative approaches or solutions to the problem	0	0	4	12	6	4.09	
18	The Board comprehends and respects the difference between its policy-making role and the CalTIP General Manager's role	0	0	4	12	6	4.09	
4	The Board ensures that new Board members receive a prompt, thorough orientation	0	2	3	12	5	3.91	

SERVICE – 5yrs + RESPONSES

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **Board Members with 5 or more years of service**, on the CalTIP Board of Directors' overall performance.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree		SCORE
		1	2	3	4	5		
21	The Board's actions reflect a commitment to CalTIP's values and promote ethical and legal behavior	0	0	0	2	9	4.82	
3	The Board stays abreast of issues and trends affecting CalTIP and the insurance markets using this information to assess and guide the organization over the long term	0	0	0	3	8	4.73	
5	Board meetings are conducted in a manner that ensures open communication, meaningful participation, and sound resolution of issues	0	0	1	2	8	4.64	
9	Committees are effective, focusing on pertinent topics and bringing forth well thought out recommendations to the Board	0	0	1	2	8	4.64	
20	Board goals, expectations, and concerns are promptly, candidly, and effectively communicated to the CalTIP General Manager	0	0	0	4	6	4.60	
2	The Board engages in long-range strategic thinking and planning and asks the CalTIP General Manager to articulate her vision for the organization's future	0	0	1	3	7	4.55	
6	The Board meeting agendas are well-balanced allowing appropriate time for critical issues	0	0	1	3	7	4.55	
8	The Board is willing to tackle policy issues that may be complicated and/or ambiguous	0	0	0	5	6	4.55	
11	The Board recognizes its policy-making role and reconsiders and revises policies as necessary	0	0	1	3	7	4.55	
14	The Board sets clear organizational priorities, including a budget, for the year ahead	0	0	0	5	6	4.55	
15	The Board discusses events and trends in the larger environment that may present specific opportunities for CalTIP	0	0	0	5	6	4.55	
19	When issues come before the Board, they are framed in a manner that enables the membership to see the connection between the issue under discussion and CalTIP's overall strategy	0	0	1	3	7	4.55	

SERVICE – 5yrs + RESPONSES (cont'd)

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **Board Members with 5 or more years of service**, on the CalTIP Board of Directors' overall performance.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree		SCORE
		1	2	3	4	5		
22	The Board strives for continuous improvement by taking action when opportunities for improvement are identified	0	0	0	5	6	4.55	
12	The Board is consistent about being prepared for meetings and staying engaged	0	0	0	5	5	4.50	
1	The Board knows and understands CalTIP's mission and vision and reflects this understanding when addressing key issues throughout the year	0	0	0	6	5	4.45	
7	The Committee meeting agendas are well-balanced allowing appropriate time for critical issues	0	0	1	4	6	4.45	
10	The Board periodically monitors management and its own adherence to the CalTIP governing documents	0	0	0	6	4	4.40	
13	The Board receives timely, accurate, and useful information upon which to make decisions	0	1	0	4	6	4.36	
18	The Board comprehends and respects the difference between its policy-making role and the CalTIP General Manager's role	0	0	0	7	4	4.36	
23	The Board anticipates issues and does not often find itself reacting to a crisis situations	0	0	0	7	4	4.36	
17	The Board spends more than half of its time during discussions on issues of importance to CalTIP's long-range future	0	0	0	7	3	4.30	
16	The Board, when faced with critical issues, sets aside time to brainstorm in order to generate creative approaches or solutions to the problem	0	0	1	6	4	4.27	
4	The Board ensures that new Board members receive a prompt, thorough orientation	0	2	1	6	2	3.73	

SERVICE – Under 5yrs RESPONSES

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **Board Members with less than 5 years of service**, on the CalTIP Board of Directors’ overall performance.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree		SCORE
		1	2	3	4	5		
1	The Board knows and understands CalTIP’s mission and vision and reflects this understanding when addressing key issues throughout the year	0	0	1	5	5	4.36	
2	The Board engages in long-range strategic thinking and planning and asks the CalTIP General Manager to articulate her vision for the organization’s future	0	0	0	7	4	4.36	
3	The Board stays abreast of issues and trends affecting CalTIP and the insurance markets using this information to assess and guide the organization over the long term	0	0	0	7	4	4.36	
20	Board goals, expectations, and concerns are promptly, candidly, and effectively communicated to the CalTIP General Manager	0	0	1	5	5	4.36	
22	The Board strives for continuous improvement by taking action when opportunities for improvement are identified	0	0	0	7	4	4.36	
11	The Board recognizes its policy-making role and reconsiders and revises policies as necessary	0	0	0	8	3	4.27	
13	The Board receives timely, accurate, and useful information upon which to make decisions	0	0	0	8	3	4.27	
14	The Board sets clear organizational priorities, including a budget, for the year ahead	0	0	0	8	3	4.27	
21	The Board’s actions reflect a commitment to CalTIP’s values and promote ethical and legal behavior	0	0	1	6	4	4.27	
5	Board meetings are conducted in a manner that ensures open communication, meaningful participation, and sound resolution of issues	0	0	1	7	3	4.18	
7	The Committee meeting agendas are well-balanced allowing appropriate time for critical issues	0	0	0	9	2	4.18	
9	Committees are effective, focusing on pertinent topics and bringing forth well thought out recommendations to the Board	0	0	0	9	2	4.18	

SERVICE – Under 5yrs RESPONSES (cont'd)

The number of responses and weighted average scores are presented below from highest to lowest, with the highest score representing the greatest level of agreement by **Board Members with less than 5 years of service**, on the CalTIP Board of Directors' overall performance.

#	QUESTION	Strongly Disagree		Neutral		Strongly Agree	SCORE
		1	2	3	4	5	
10	The Board periodically monitors management and its own adherence to the CalTIP governing documents	0	0	1	7	3	4.18
12	The Board is consistent about being prepared for meetings and staying engaged	0	0	1	7	3	4.18
23	The Board anticipates issues and does not often find itself reacting to a crisis situations	0	0	1	7	3	4.18
4	The Board ensures that new Board members receive a prompt, thorough orientation	0	0	2	6	3	4.09
8	The Board is willing to tackle policy issues that may be complicated and/or ambiguous	0	0	1	8	2	4.09
19	When issues come before the Board, they are framed in a manner that enables the membership to see the connection between the issue under discussion and CalTIP's overall strategy	0	0	1	8	2	4.09
6	The Board meeting agendas are well-balanced allowing appropriate time for critical issues	0	0	2	7	2	4.00
15	The Board discusses events and trends in the larger environment that may present specific opportunities for CalTIP	0	0	3	5	3	4.00
16	The Board, when faced with critical issues, sets aside time to brainstorm in order to generate creative approaches or solutions to the problem	0	0	3	6	2	3.91
17	The Board spends more than half of its time during discussions on issues of importance to CalTIP's long-range future	0	0	3	6	2	3.91
18	The Board comprehends and respects the difference between its policy-making role and the CalTIP General Manager's role	0	0	4	5	2	3.82

QUESTIONS

Questions and responses received are presented below.

1. What were the top achievements of the Board during the past year?

Responses:

- Maintaining fiscal stability Developing long-term strategies.
- Quickly adjusting the changing insurance markets.
- Maintaining the current level of coverage with nominal rate increases despite the volatility of the insurance market. Enhancing safety program offerings and support.
- Well-run Board meetings and Committee meetings. Updates are thorough and educational.
- Responding to changes in the liability and property damage risk management market.
- I have unfortunately only been acting in the representative role for the past few months; thus, I am unable to pick out achievements over the past year.

2. Are there any critical governance issues that need to be addressed by the Board in the future?

Responses:

- No.
- Not that I am aware of.
- How (or if) third-party contracted vs. in-house operations impacts the risk pool.
- How to best avoid nuclear jury awards.
- None within the foreseeable future that I can identify.

ADDITIONAL COMMENTS

Additional comments made by some respondents are presented below.

- ❖ Communication between meetings is very minimal.
- ❖ Transit Insurance coverage and costs in CA are becoming more and more expensive by the day and are jeopardizing our ability to provide baseline levels of service. FTA/Caltrans administrators don't seem to be acknowledging this and are making it a tough environment to do business by questioning these costs. They need to be more in the know about what is going on the ground and on a day-to-day basis. This might not be the spot to express this, but I have been going on for months with them for a \$50K budget amendment on a multi-million contract and my provider is getting skitish about doing biz in our state going forward. Which is going to reduce an already limited pool of rural contract transit providers which is also going reduce competition and increase costs even more.
- ❖ I look forward to become better-versed in my role as an alternate to this entity.
- ❖ It is great to see new leaders step up and lead the Board. Bickmore staff changes and skillsets have also been continually improving over the years.



GOVERNANCE MATTERS

Agenda Item 9.B.

SUBJECT: Revisions to Governance Policy 3.02, Service Providers – Use of Contracted Consultants

BACKGROUND

CalTIP engages various service providers and consultants to manage its operations and services to its members. Governance Policy (GP) 3.02 was adopted by the CalTIP Board of Directors to set forth guidelines for the use of service providers and contracted consultants and to establish a process for resolving service disputes. Amendments to GP 3.02 are recommended in order to incorporate an item from the Association of Governmental Risk Pools (AGRiP) Advisory Standards covering service provider contracts. The amendment is to add language outlining some standard provisions that may be included in service provider contracts.

AGRiP is a nationally recognized association providing numerous services to its members relative to pooling, including educational initiatives. CalTIP has been a member of AGRiP since 2015.

RECOMMENDATION

The Oversight Committee review and recommend to the Board approval of the revised GP 3.02, Service Providers – Use of Contracted Consultants.

REFERENCE MATERIAL

- Amended Governance Policy 3.02, Service Providers – Use of Contracted Consultants

CalTIP Governance Policy Manual		
Document Name: Service Providers – Use of Contracted Consultants		
Policy Type: Administrative	Date Adopted:	March 29, 2005
Category: Operations 3.02	Amended:	December 3, 2015
Content Review: Every Three Years		December 7, 2018
Compliance Review: Every Three Years		December 2, 2021
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Service Providers – Use of Contracted Consultants

Policy Statement:

It is the policy of CalTIP to engage various service providers and consultants to manage and support the operations of CalTIP and its members.

I. Purposes/Expected Outcomes

The purpose of this policy is to establish guidelines for the procurement of services from independent consultants and service providers and establish a process for resolving service disputes.

II. Contract Requirements

All contracts with external service providers may include, but not necessarily be limited to, the following:

- Agreement term;
- Scope of services provided;
- Form and timing of periodic reporting by the service provider to CalTIP;
- Performance measures and corresponding reporting methods;
- Compensation details;
- Ownership and confidentiality of CalTIP data and information;
- Business continuity obligations of the service provider;
- Data security obligations of the service provider;
- Records retention standards and accountabilities;
- Compliance with applicable state and federal regulations;
- Indemnification of the parties and insurance requirements;
- Assignability of the contracted relationship;
- Cancellation and termination of the agreement;
- Breach definition and remedies;
- Legal venue to resolve disputes; and
- Choice of law.

III. Responsibilities

1. With respect only to contracts that exceed \$50,000 per year, the General Manager shall adhere to the policy established by the Board in 1991 to maintain consultant contract periods on a staggered schedule that minimizes the number of contracts renewing in any given year or month, and to utilize this schedule to notify the Board when the next consultant contract is up for renewal, with as much advance notice before the expiration date as needed to give the Board sufficient time to:
 - a. Determine whether it wants to conduct a request for proposal process; or
 - b. Direct the staff and/or Board Chair and/or a subcommittee to negotiate the best possible terms with the existing consultant for a renewed contract; or
 - c. Take some other action as the Board may deem appropriate.
2. Board members and employees of member agencies cannot exercise authority over the General Manager, staff, or other service providers.
3. The Board may direct the General Manager to engage consultants using agreements that reflect the most appropriate terms and periods of engagement, as determined by the Board, and that are guided by the following:
 - a. The Board's policies and asset protection and financial management.
 - b. CalTIP legal counsel's 2001 opinion that CalTIP does not automatically need to employ the competitive bidding process to engage specialized services, but may, instead use such procedures as are reasonable in the judgment of the Board. With regard to "specialized services," counsel notes that these are generally regarded as professional or semi-professional services that require special training, education and experience and, with respect to CalTIP, include, but are not limited to the service of persons experienced in program management, claims adjusting, risk management, loss control, accounting, claims auditing, financial auditing, excess and reinsurance brokerage services, investment advisory services, legal, and actuarial services
 - c. Consideration of the value of developing long-term relationships with consultants who oversee and carry out the mission-critical functions of CalTIP such as claims administration and actuarial analysis.
4. Service Provider Dispute Procedure:
 - a. This dispute procedure applies to any dispute other than the conduct of the defense or settlement of any claim under the Memorandum of Coverage or regarding the application of coverage under a Memorandum of Coverage. Claim dispute procedures shall be addressed in the Master Program Document. Disputes regarding the application of coverage under a Memorandum of Coverage shall be addressed in the Memorandum of Coverage.
 - b. Should a dispute arise between a Member and a service provider, the Member shall meet with the General Manager and a representative authorized to make senior-level decisions

on behalf of the service provider. The Member and the General Manager may include others as necessary to facilitate resolution of the dispute.

- c. If the meeting does not resolve the dispute, the Member may request the Oversight Committee review the dispute and determine the appropriate action. The Board Chairperson shall engage Board Counsel in conjunction with the Oversight Committee. The Oversight Committee may request the Board of Directors to review the dispute and determine the appropriate action if it deems such request is appropriate.
- d. The decision of the Oversight Committee or the Board of Directors arising out of a dispute resolution process shall be final.

The Board will continue to contract for general management and program management services. The Board will periodically engage an independent consultant to conduct a study to compare current costs and scope of services with those involving similar programs.

III.V. Monitoring

The Board of Directors will review the policy for content and compliance once every three years.

ELECTIONS
Agenda Item 10.A.

SUBJECT: Election of Board Members to the Member Services Committee

BACKGROUND

Per the Bylaws, the Member Services Committee (MSC) may be comprised of between five and nine members. There are currently nine members on the Committee, with four positions set to expire on April 30, 2025. A solicitation for nominations to fill the expiring positions was distributed to the membership on February 1, 2025. On February 26, 2025, the Nominating Committee reviewed five nominations and recommended the following slate of four candidates to serve on the MSC for a term of May 1, 2025, to April 30, 2027:

- Alfred Knotts (incumbent) – Mr. Knotts serves as Transit Program Manager for the Town of Truckee. He was appointed Director on the CalTIP Board in 2021 and has served on the Member Services Committee (MSC) since 2023. He has served as both Chair and Vice Chair of the MSC during his tenure.
- Melissa Cummins (new) – Ms. Cummins is the Executive Director of Siskiyou Transportation Agency (STA) and is the appointed Director on the CalTIP Board. STA is a newly formed agency, which recently joined CalTIP in place of Siskiyou County in December 2024. Ms. Cummins served on the CalTIP Board and Finance and Administration Committee (FAC) for several years while serving as a designated representative of then-member Siskiyou County.
- Gregory Strecker (new) – Mr. Strecker serves as Safety, Security, and Risk Management Director for the Santa Cruz Metropolitan Transit District. He was appointed Alternate on the CalTIP Board in 2024.
- Richard Tree (new) – Mr. Tree was designated Director on the CalTIP Board on behalf of the City of Porterville in 2024. He represented the City at CalTIP Board meetings for many years before serving as the City Transportation Director and was officially appointed to serve on the CalTIP Board.

If all of the above candidates are elected, the roster of MSC members as of May 1, 2025, will be as follows:

Member Services Committee	
Term: May 1, 2024 – April 30, 2026	Term: May 1, 2025 – April 30, 2027
CHAIR - George Fink, Tahoe Transportation District VICE CHAIR - Tamara Edwards, Livermore Amador Valley Transit Authority Lori DaMassa, City of Vacaville Brian James, El Dorado County Transit Authority Jarred Augusta, Monterey-Salinas Transit District	Alfred Knotts, Town of Truckee Melissa Cummins, Siskiyou Transportation Agency Richard Tree, City of Porterville Gregory Strecker, Santa Cruz Metropolitan Transit District

MSC Responsibilities: The Member Services Committee shall review applications for membership and make recommendations to the Board of Directors, underwrite Members of a Coverage Program, review claims made against a Coverage Program, and take action as needed, including providing settlement authority, and implementing safety and loss control strategies.

RECOMMENDATION

The Nominating Committee recommends the Oversight Committee elect the slate of four candidates to serve on the Member Services Committee, with terms expiring April 30, 2027.

REFERENCE MATERIAL

None.

ELECTIONS
Agenda Item 10.B.

SUBJECT: Election of Board Members to the Finance and Administration Committee

BACKGROUND

Per the Bylaws, the Finance and Administration Committee (FAC) may be comprised of between five and nine members. There are currently nine members on the Committee, with four positions set to expire on April 30, 2025. A solicitation for nominations to fill the expiring positions was distributed to the membership on February 1, 2025. On February 26, 2025, the Nominating Committee reviewed six nominations and recommended the below slate of four candidates to serve on the FAC for a term of May 1, 2025, to April 30, 2027:

- George Fink (incumbent) – Mr. Fink was appointed Director on the CalTIP Board in November 2014 representing Tahoe Transportation District (TTD). He was elected to fill a mid-term vacancy on the FAC in 2024, with the term expiring April 30, 2025. He concurrently serves as a member and Chair of the Member Services Committee (MSC) serving a term of May 1, 2024, through April 30, 2026.
- Amber Johnson (new) – Ms. Johnson serves as Chief Financial Officer for Central Contra Costa Transit Authority. She was appointed Alternate on the CalTIP Board in 2021 and currently serves on the Nominating Committee.
- Maurice Mansion (incumbent) – Mr. Mansion serves as Director of Finance for Omnitrans. He was designated an Alternate on the CalTIP Board in 2022. He was elected to fill a mid-term vacancy on the FAC in 2024.
- Robin Van Valkenburgh (incumbent) – Mr. Van Valkenburgh was appointed Director on the CalTIP Board in 2017. He serves as Transit Services Manager for Nevada County. He is a current member of the Finance and Administration Committee (FAC) and the Chair. His term on the FAC expires April 30, 2025, and he is seeking another term. He is concurrently serving on the Oversight Committee, with his term expiring April 30, 2026.

If all the above candidates are elected, the roster of FAC members as of May 1, 2025, will be as follows:

Roster Effective May 1, 2025	
Term: May 1, 2024 – April 30, 2026	Term: May 1, 2025 – April 30, 2027
Cheri Holsclaw, Morongo Basin Transit Authority Katie Collender, Humboldt Transit Authority Rob Thompson, Western Contra Costa Transit Authority Steve Barnes, Golden Empire Transit District Tania Arnold (Board Treasurer), San Luis Obispo Regional Transit Authority (automatic seat)	CHAIR – Robin Van Valkenburgh, Nevada County VICE CHAIR - George Fink, Tahoe Transportation District Amber Johnson, Central Contra Costa Transit Authority Maurice Mansion, Omnitrans

FAC Responsibilities: The Finance and Administration Committee shall review the current financial condition of the Authority and provide direction in the development of the budget for the coming fiscal year, review the allocation of revenues in the budget, make recommendations for change to the Board of Directors, and recommend to the board the appropriate reserves for contingencies.

RECOMMENDATION

The Nominating Committee recommends the Oversight Committee elect the slate of four candidates to serve on the Finance and Administration Committee, with terms expiring April 30, 2027.

REFERENCE MATERIAL

None.