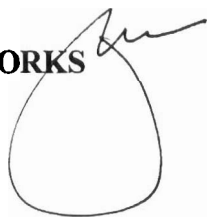


TO: JAMES L. APP, CITY MANAGER
FROM: JOHN R. McCARTHY, DIRECTOR OF PUBLIC WORKS
SUBJECT: PROPOSED UPDATE - SLOCOG AND SLORTA
JOINT POWERS AGREEMENTS
DATE: JANUARY 19, 1999



Needs: For the City Council to ratify minor changes made to SLOCOG and SLORTA Joint Powers Agreements.

- Facts:**
1. SLOCOG has recently updated two Joint Powers Agreements (JPA) to clarify and clean up certain sections of these agreements.
 2. Changes are minor and consist of agency name changes, such as City of Grover Beach and clarification of standing committees.
 3. The JPA's are attached and show what the changes are.
 4. These changes have been approved by the SLOCOG Board, and has asked each member agency to ratify the JPA's as amended.

Analysis and

Conclusion: During the past year SLOCOG has been working on updating the SLORTA JPA and the SLOCOG JPA. These documents have been updated to reflect agency name changes, meeting calendar, clarification of standing committees, deletions and additions of purposes and powers. These two updated documents have been approved by the SLOCOG Board and now need to be ratified by the member agencies.

Policy

Reference: None.

Fiscal

Impact: None.

- Options:**
- A. For the City Council to ratify the updated Joint Powers Agreement for SLORTA and SLOCOG.
 - B. Amend, modify, or reject the above option.

RESOLUTION No. 99-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES
RATIFYING THE JOINT POWERS AGREEMENT FOR
SLOCOG AND SLORTA**

WHEREAS, The San Luis Obispo Council of Governments (SLOCOG) and San Luis Obispo Regional Transit Authority (SLORTA) were created by Joint Powers Agreements (JPA) between the cities and county of San Luis Obispo; and

WHEREAS, SLOCOG has recently updated two Joint Powers Agreements (JPA) to clarify and clean up certain sections of these agreements; and

WHEREAS, Changes are minor and consist of agency name changes, such as City of Grover Beach and clarification of standing committees; and

WHEREAS, These changes have been approved by the SLOCOG Board, and has asked each member agency to ratify the JPA's as amended.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. That the City Council of the City of Paso Robles does hereby does hereby ratify the SLOCOG and SLORTA Joint Powers Agreements as updated.

Section 2. That the City Council of the City of Paso Robles does hereby authorize the Mayor to execute said agreements and forward them to the San Luis Obispo Council of Governments.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 19th day of **January, 1999**, on the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Duane Picanco, Mayor

Madelyn Paasch, City Clerk

FY 94-95

**JOINT POWERS AGREEMENT
OF THE
SAN LUIS OBISPO COUNCIL OF GOVERNMENTS**

WITNESSETH:

THIS JOINT POWERS AGREEMENT is made and entered into this 17th day of January, 1976, and amended on November 4, 1982, September 19, 1984, July 19, 1990, June 10, 1992, June 2, 1993, June 8, 1994, and _____, 1998 by and among such of the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo, California, as may execute this Agreement, hereinafter called "CITIES," and the County of San Luis Obispo, a body politic and corporate and a subdivision of the State of California, hereinafter called "COUNTY," as follows:

WHEREAS, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, the City of San Luis Obispo by virtue of its charter, and the other incorporated cities in the County, parties hereto, by virtue of Sections 65600 through 65604, inclusive, of the California Government Code have the joint and mutual power to create an area planning council; and

WHEREAS, COUNTY AND CITIES did, in 1968, jointly execute an agreement establishing such a planning council and now wish to amend and supersede the same; and

WHEREAS, Section 29532, California Government Code, provides that such a Planning and Coordinating Council shall be designated the Regional Transportation Planning Agency (RTPA) to act in matters of transit and transportation planning; and

WHEREAS, it is desirable that a single agency be created by and with the consent of CITIES and COUNTY to advise, plan for, and suggest solutions to common problems; assist in the preparation of plans and programs by utilizing planning talents and general plans of the various governmental jurisdictions in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, creation of such an agency and action by it upon certain plans and programs is necessary to comply with requirements of federal and state legislation in order to participate in the allocation and disbursement of state and federal funds which may be desired by COUNTY and CITIES in the implementation of plans and programs which have been approved by their respective governing bodies.

NOW, THEREFORE, it is agreed as follows:

I. PURPOSE

The member cities and county have joined together to establish the San Luis Obispo Council of Governments for the following purposes:

1. As a Regional Agency, address issues of mutual concern to the county and the cities in the San Luis Obispo region, and satisfy federal and state planning and programming mandates.
2. Provide a forum for planning, discussion, and study of areawide issues; prepare and adopt regional plans and programs; serve as the regional agency for federal and state programs and funding opportunities; and address other areawide issues based on the desires of the member jurisdictions.
3. Represent member jurisdictions as planner, programmer, and broker in developing an efficient and effective multi-modal transportation system that provides for the mobility needs of people, goods, and services while protecting the environment.
4. Maximize state and federal funding and facilitate the development, coordination, and implementation of local, and regional transportation programs to improve mobility and air quality.
5. Establish and operate a call box program in the County.

These purposes are to be achieved through the following methods:

1. Administer the Joint Powers Agency (JPA) as the Council of Governments (COG), the Metropolitan Planning Organization (MPO), the Regional Transportation Planning Agency (RTPA), and the ~~Congestion Management Agency (CMA)~~ Service Authority for Freeways and Expressways (SAFE) for San Luis Obispo County.
2. Allocate applicable federal, state, and local transportation funds to member jurisdictions consistent with appropriate federal and state statutes, policies, and regulations, and adopted board policies and criteria.
3. Conduct a continuous, cooperative, and comprehensive ~~multi~~ inter-modal transportation planning and project programming process that satisfies federal and state requirements.
4. Facilitate and monitor the assessment, coordination, funding, utilization, and improvement of an effective and efficient ~~multi~~ inter-modal transportation system that satisfies the existing and projected mobility needs of the region.
5. ~~Develop the County Integrated Waste Management Plan in cooperation with the County, Cities, and other affected entities, until such time that duties are transferred to a solid waste authority.~~
5. Develop and operate a Countywide call box system in coordination and cooperation with the California Highway Patrol (CHP) and the California Department of Transportation (CALTRANS).
6. Serve as the Regional Census Data affiliate to analyze and disseminate socio-economic and demographic data for integration into local and regional studies and plans.
7. Discuss and study area-wide problems of mutual interest and concern to the cities and county and facilitate the development of policies and action recommendations for the solution of such problems.

II. ESTABLISHMENT OF THE SAN LUIS OBISPO COUNCIL OF GOVERNMENTS (SLOCOG)

Upon the effective date of this agreement the parties hereto reaffirm the establishment of the San Luis Obispo Council of Governments hereinafter, SLOCOG, a separate and distinct public entity, as the agent to exercise the common powers provided for in this Agreement, and to administer or otherwise execute this Agreement.

When originally established, SLOCOG was known as the San Luis Obispo County and Cities Area Planning and Coordinating Council, subsequently renamed respectively: the San Luis Obispo Council of Governments (SLOCOG), the San Luis Obispo Area Coordinating Council (SLOACC), and back to SLOCOG. SLOCOG, as successor entity to the original COG established in 1968, insofar as its predecessor entity has been designated, and insofar as legally authorized shall function as:

1. ~~The~~ An Area Wide Planning Organization (APO), as designated by the U. S. Department of Housing and County Development (HUD);
2. A Council of Governments (COG), as designated by the Governor of the State of California;
3. A Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California;
4. ~~The~~ A Metropolitan Planning Organization (MPO) as designated by the U. S. Department of Transportation; and
5. ~~The Congestion Management Agency (CMA) as designated by the County of San Luis Obispo and the cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo.~~
5. A Service Authority for Freeways and Expressways (SAFE) as designated by the County of San Luis Obispo and a majority of cities with a majority of population.
6. A Census Data Affiliate as designated by the U.S. Bureau of the Census.

III. POWERS

The San Luis Obispo Council of Governments hereinafter called "SLOCOG," is hereby created as a voluntary agency pursuant to applicable provisions of the California Government Code with the power to carry out the purposes hereinabove stated and to implement the approved annual work program, including the power to: contract for goods and services; ~~to~~ provide for employment of necessary personnel, experts and consultants; ~~to~~ accept gifts, loans, and grants; ~~to~~ acquire, hold and convey real and personal property; incur debts, obligations and liabilities; sue and be sued; and ~~to~~ administer the affairs of SLOCOG hereby created in accordance with this Agreement.

Pursuant to Section 6508.1, California Government Code, it is hereby declared by COUNTY and CITIES that the debts, liabilities and obligations of the SLOCOG shall not be the debts, liabilities and obligations of any of the parties to this Agreement, except as otherwise provided herein.

IV. MEMBERSHIP

1. Membership in SLOCOG shall be voluntary, but only the County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in SLOCOG.

2. Representatives of the COUNTY and CITIES shall be appointed to serve on SLOCOG in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to SLOCOG, referred to as "Board Members", shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo from time to time in office and of one member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative.

Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their respective governing bodies. Vacancies among representatives shall be filled in the same manner as the first appointment.

The Director of the California Department of Transportation, District 5, or his/her appointee, may sit as an ex officio member of the Board. He or she shall receive all meeting notices and agendas, have the right to participate in Board discussions, and have the right to request matters on the agenda, but shall not be counted towards a quorum of the Board and shall have no vote.

3. Member city agencies may elect to have an alternate member(s) from their city council in addition to any official member, but said alternate(s) shall be able to vote only in the absence of the official representative.

4. Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Executive Director of SLOCOG by the appointing city.

5. In addition to the incorporated cities presently a party to this Agreement, any other city which may hereafter be incorporated within the boundaries of the County of San Luis Obispo and which may desire to participate in the activities of the SLOCOG may do so by executing this Agreement without prior approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.

6. Membership shall be contingent upon the execution of this Joint Powers Agreement.

V. OPERATION

1. The powers of SLOCOG are advisory to the member agencies which execute this Agreement except for those actions mandated by state or federal law for the processing of applications submitted by any of the member agencies for federal and state grants or funds which require action by SLOCOG. Nothing herein shall be construed to limit in any manner the power of any of the parties to initiate and complete a local project within their respective jurisdictions with their own funds. It is understood, however, that the recommendations of SLOCOG may have the effect of precluding any favorable action by an agency of the state or federal government in support of such a project if other than local financing is sought, as determined by the respective state or federal agency under law, regulations and policies applicable to them.

2. Except as otherwise provided herein, there shall be no costs incurred by SLOCOG pursuant hereto, other than expenses of its members, which are to be borne by their respective entities, and the cost of services by the officers and personnel of the respective entities to said SLOCOG, upon approval of such services by the governing bodies hereof, shall likewise be borne by the respective entities.

All costs incurred by SLOCOG performing functions as the MPO, and RTPA and CMA for San Luis Obispo County as designated by the State shall be paid out of the transportation fund established pursuant to Section 29530, et seq., Government Code as provided for therein, and State and Federal planning funds.

All costs incurred by SLOCOG performing functions as the SAFE for San Luis Obispo County, as designated by adopted local resolutions, shall be paid out of the SAFE fund established pursuant to Section 2550, of the Streets and Highway Code as provided for therein.

3. Costs of SLOCOG for each fiscal year which are necessary for the ordinary operation of SLOCOG, including but not limited to salaries, office space, furniture, and services and supplies shall be set forth in the budget as part of the annual work program of SLOCOG and shall be funded from designated funds as approved by SLOCOG and applicable state and federal agencies. Extraordinary costs as recommended by SLOCOG shall be borne by contributions from the member entities as approved by their governing bodies.

Costs of all other extraordinary activities undertaken by SLOCOG as the Areawide Planning Organization shall be set forth in the budget as part of the annual work program and shall be funded from contributions from member entities as approved by their governing boards or from designated funds as approved by SLOCOG and/or applicable state and federal agencies.

4. The annual work program and budget, when adopted, shall be the basis for operation of SLOCOG for the fiscal year. Any deviation from the work program affecting the budget shall be approved by SLOCOG. Any extraordinary costs which have not been funded as part of the COG, MPO, RTPA and CMA SAFE budget requiring local contributions, shall be returned to the member agencies for approval.

5. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, including one (1) COUNTY representative. No action shall be effective without the affirmative votes of a majority of those present. However, eight (8) affirmative votes shall be required for taking any action in the event any agency demands such a vote. The representatives to SLOCOG shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of SLOCOG in an orderly manner.

VI. OFFICERS

1. **Officers.** The officers of SLOCOG shall consist of a President and Vice President elected for a term of one year by a majority vote of member agency representatives to SLOCOG.

2. Both the President and Vice-President of SLOCOG shall be elected at the ~~June~~ January meeting.

3. The officers shall serve until their successors are elected.

4. The duties of the officers shall be as follows:

a. President:

- 1) Shall preside over all meetings of SLOCOG and the Executive Committee as Chairperson.
- 2) Shall appoint all standing committees.
- 3) Shall exercise general supervision over all activities of said SLOCOG.
- 4) Shall be an ex-officio member of all committees.
- 5) Shall execute all contracts and legal documents on behalf of SLOCOG.

b. Vice-President:

- 1) Shall serve as ~~Chair~~ President Pro-tem (delegated to temporarily serve as chair) in the absence of the President.
- 2) Shall give whatever aid is necessary to the President in administering SLOCOG.
- 3) Shall be an ex-officio member of all committees.

5. In the event of a vacancy occurring in the office of either the President or Vice-President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member city of the County of San Luis Obispo, such vacancy will be filled by majority vote of the SLOCOG, the officer elected to serve for the balance of the unexpired term.

VII. PERSONNEL AND SERVICES

1. **Executive Director.** The Executive Director shall be selected by, and shall serve at the pleasure of and upon the terms prescribed by the SLOCOG Board. The powers and the duties of the Executive Director are to:

- a. Serve as the chief administrative officer for SLOCOG and to be responsible to SLOCOG for the administration of all SLOCOG affairs.
- b. Supervise and direct the preparation of the annual work program and budget to SLOCOG and be responsible for its implementation after adoption by SLOCOG.
- c. Attend meetings of SLOCOG Board and act as Secretary to the SLOCOG Board.
- d. Disburse all funds in accordance with the policies of the County-Treasurer and the County Auditor/Controller and the budget and work program adopted by SLOCOG.
- e. Prepare and submit to SLOCOG periodic financial reports and prepare a written year end report reflecting activities of the preceding fiscal year, said year end report to be distributed to each of the participating member bodies.
- f. **Appoint, supervise, suspend, discipline, or remove SLOCOG employees subject to policies and procedures adopted by SLOCOG.**
- g. Maintain a record of all financial transactions, correspondence and reports of SLOCOG.
- h. **Contract and assure completion of an annual fiscal audit of SLOCOG and a triennial performance audit of SLOCOG.**

- i. Perform such other duties as SLOCOG may require in carrying out the policies and direction of SLOCOG Board.
 - j. Maintain custody and control of all property of SLOCOG, other than monies and securities.
2. **Legal Counsel.** The San Luis Obispo County Counsel's Office shall serve as legal counsel at the pleasure of SLOCOG Board and shall be reimbursed for services rendered.
 3. **Treasurer.** The Treasurer of the County of San Luis Obispo shall be the Treasurer of the SLOCOG.

Treasurer shall:

- a. Receive and receipt all money of SLOCOG and place it in the treasury of San Luis Obispo County to the credit of SLOCOG.
- b. Be responsible for the safekeeping and disbursement of all SLOCOG money held by him/her.
- c. Pay any sums due from SLOCOG, from SLOCOG'S funds held by him/her or any portion thereof, upon warrants of the SLOCOG controller designated herein.
- d. Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to SLOCOG the amounts of monies he/she holds for SLOCOG, the amount of receipts since his/her last report, and any interest accrued to those funds.
- e. Invest funds.

SLOCOG shall reimburse the Treasurer for the actual cost of services rendered.

4. **Controller.** The Auditor-Controller of the County of San Luis Obispo shall serve as the Controller at the pleasure of the SLOCOG Board and shall be reimbursed for services rendered.

The Controller shall:

- a. Draw warrants to pay demands against SLOCOG when the demands have been approved by the COG Board and/or the COG Executive Director. He/She shall be responsible on his/her official bond for his/her approval of disbursement of SLOCOG money.
- b. Keep and maintain records and books of account under the custody of the Controller on the basis of generally accepted accounting practices.
- c. Make available all such financial records of SLOCOG to a certified public accountant or public accountant contracted by SLOCOG to make an annual audit of the accounts and records of SLOCOG. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards.

SLOCOG shall reimburse the Auditor/Controller for the cost of services rendered.

5. Bond Requirements

- a. The Executive Director and such other employees of SLOCOG as may be designated by the COG Board, shall file with SLOCOG an official fidelity bond in a sum determined by the Council as security for the safekeeping of SLOCOG property entrusted to such employees. Premiums for such bonds shall be paid by SLOCOG.
- b. The County Treasurer, and Auditor-Controller shall be bonded or self-insured through the county in-lieu of bonds (in accordance with Government Code Section 24156) in the sum of \$1000.

VIII. MEETINGS

1. Regular meetings of SLOCOG shall be held at least six (6) times a year or at more frequent intervals as approved by SLOCOG.
 2. Special meetings may be called by the President or upon written request of at least three (3) representatives of SLOCOG. Actual notice of special meetings must be given at least three (3) business days in advance.
 3. Meetings shall be open to the public as required by state law.
 4. Regular meetings shall be generally held in the first week of August, October, December, February, April and June, as specified in the ~~annual meeting calendar adopted in~~ at the June and January meetings. ~~The June meeting shall be designated the "annual meeting."~~
 5. The Executive Director of SLOCOG will direct the publication of notices of all meetings pursuant to state law.
 6. Only official representatives or alternates shall represent a member of SLOCOG or vote on any motion before SLOCOG.
 7. The meeting agenda shall be prepared by the Executive Director to SLOCOG. Agenda material shall be submitted to the Executive Director at least fourteen (14) calendar days prior to the next regular meeting and distributed to members at least twelve (12) calendar days prior to the next regular meeting to allow member agencies to advise their representatives on tentative vote subject to independent judgment of delegate based on public testimony. Unless authorized by four-fifths vote of the representatives at a regular meeting, only agenda items shall be considered by SLOCOG pursuant to provisions of the Brown Act.
 8. SLOCOG, at the discretion of the President may memorialize any of its actions by resolution.
 9. Robert's Rules of Order, or such other rules as SLOCOG may adopt, will govern all proceedings not specifically provided for herein.
 10. Executive sessions shall be held in accordance with applicable law.
 11. SLOCOG shall hold public hearings for the adoption of Regional Plans.
 12. Minutes of all SLOCOG meetings shall be kept by the Executive Director to SLOCOG and shall be submitted to member agencies.
-

IX. COMMITTEES

1. Committees and subcommittees may be established as SLOCOG may deem appropriate.
2. Membership on "ad-Hoc" policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
3. Standing committees shall include the:
 - Reminis*
a). ~~Administration Committee, comprised of all managers and administrators of member jurisdictions;~~
 - b). ~~Legal Committee, comprised of SLOCOG's legal counsel and the attorneys of the member agencies;~~
 - c). ~~the Planning Committee, comprised of all agency planning officials appointed by their respective agencies;~~
 - d). ~~the Public Works Committee, comprised of all agency engineering officials appointed by their respective agencies;~~
 - e). a. Technical Transportation Advisory Committee (TTAC) and the Citizen's Transportation Advisory Committee (CTAC) as per the Memorandum of Understanding between the California Department of Transportation and SLOCOG; to advise the board on transportation issues per adopted Committee bylaws.
 - f). b. Regional Transit Advisory Committee serving as the Regional Transit Productivity Committee to advise the board on the efficiency and effectiveness of transit systems and fulfill all responsibilities as required by Sections 99238 and 99244 of the Public Utilities Code; and
 - g). c. An Executive Committee comprised of the President, Vice President and the past President and at least one representative from the county of San Luis Obispo (if none of the above) said committee is to advise the Executive Director and SLOCOG on: draft agendas, personnel issues, budget and Overall Work Program; and controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director, and criteria for competitive funding allocations. Items for review shall be selected by the President Executive Director with consultation by the Executive Director- President. All Committee members may include agenda items as they desire. For purposes of conducting business, a quorum shall constitute two members.
4. No committee shall commit SLOCOG on any matter or questions of policy. Such matters or questions can only be decided by SLOCOG.
5. All committees shall receive clerical assistance from SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chair of each committee shall sign the original copy of the minutes indicating his verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to members of SLOCOG and the Executive Director.

X. FINANCE

1. SLOCOG shall have no power to expend funds on any project for which funds have not been budgeted, nor on any item in excess of the budgeted amount.
2. The Treasurer of the County of San Luis Obispo is designated the depository, and shall have custody of all money of SLOCOG from whatever source received. SLOCOG shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by the California Public Utilities Code Section 99245 and the Federal Single Audit Act of 1984.

XI. CITIZEN INVOLVEMENT

SLOCOG shall carry out a process for citizen involvement in major decisions in accordance with an adopted Public Involvement Plan for Transportation Planning. Such process shall include: a Citizen's Transportation Advisory Committee(s) for advising SLOCOG on all-transportation issues; legal notices, and or press releases for all adoption of all plans and for the allocation of and prioritization of funding; and widespread distribution of an agency newsletter.

XII. WITHDRAWAL AND DISSOLUTION

1. The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of SLOCOG or any committee or subcommittee thereof who shall act for and on behalf of their city or county in any or all matters which shall come before SLOCOG, subject to any necessary approval of their acts by the governing bodies of CITIES and COUNTY.
2. Any party to this Agreement may withdraw from SLOCOG and terminate its participation in this agreement by resolution of its governing body. The withdrawal of the member shall have no effect on the continuance of this Agreement among the remaining members and the Agreement shall remain in full force and effect as respects the remaining members.
3. A member withdrawing shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to SLOCOG, provided, however, that SLOCOG may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of SLOCOG. If any party hereto fails to pay its contribution, as determined by SLOCOG, said entity shall be deemed to have voluntarily withdrawn from SLOCOG.
4. SLOCOG may be dissolved at any time and this Agreement rescinded by a joint agreement executed by COUNTY and CITIES which are parties hereto. Said rescission Agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of SLOCOG in proportion to the contributions made.

XIII. EFFECTIVITY

This Agreement shall take effect upon its execution by the chairman or mayor and clerks of the governing bodies of the County of San Luis Obispo and at least four (4) cities, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in eight (8) counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF ARROYO GRANDE

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF ATASCADERO

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF GROVER BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF PASO ROBLES

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF PISMO BEACH

By: _____
Mayor

Clerk

Date _____

Resolution No. _____

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chair

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JAC CRAWFORD
SLOCOG Legal Counsel

By: _____
Legal Counsel

Dated: _____

Adopted by SLOCOG _____, 1998

CP-114

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

JOINT POWERS AGREEMENT

WITNESSETH:

This Agreement is made and entered into this 9th day of March, 1990, and amended on _____, 1998, by and among the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover City Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County")

WHEREAS, Section 6500 et seq of the California Government Code (Title 1, Div. 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, the Cities and County have previously entered into a joint powers agreement for the formation of the San Luis Obispo Area Coordinating Council of Governments for the purpose of providing, among other things, for a regional transportation agency; and

WHEREAS, the San Luis Obispo Area Coordinating Council of Governments, at a regularly held meeting on May 10, 1989, voted to consolidate the administration of several transportation systems through a regional transit joint powers agreement.

NOW THEREFORE, it is agreed as follows:

ARTICLE I

General Provisions

Section 1. Purpose: The purpose of this Agreement is to exercise the common powers of the member agencies for the formation of Joint Powers Agreement with full power and authority to own, operate and administer a county-wide public transportation system within the boundaries and over the territory over which the Joint Powers Agency has jurisdiction.

Section 2. Name: The official name of the entity shall be San Luis Obispo Regional Transit Authority (SLORTA) and hereafter referred to as SLORTA the Transit Authority.

ARTICLE II

Organization

Section 1. Board of Directors Members: The membership of the Transit Authority SLORTA Governing Board of Directors, shall be the same as the membership of the San Luis Obispo Area Coordinating Council of Governments (hereinafter referred to as Area Council SLOCOG).

Section 2. Board Meetings - Voting - Quorum: Meetings shall be part of the Area Council's regular meetings with special agenda provisions to conduct business of the Transit Authority, or may be through Regular meetings shall be generally held in the first week of July, September, November, January, March and May or as specified in a biannually adopted meeting calendar. s Special meetings may be called by the President or upon written request of at least three (3) representatives members of the Transit Authority SLORTA Board.

Voting and quorum provisions shall be the same as those provided in the Area Council SLOCOG Joint Powers Agreement.

Section 3. Officers: The officers of the Area Council SLOCOG shall serve as officers of the Transit Authority.

Section 4. Manager: The Area Council SLORTA Board shall designate a Regional Transit Manager to operate the Transit Authority SLORTA. The manager shall serve at the pleasure of the Council SLORTA Board, with delegated powers to certify documents of the Transit Authority SLORTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

Section 5. Members:

1. Membership shall be the same as the San Luis Obispo Area Coordinating Council SLOCOG Board.

1.2. The County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership.

2.3. Membership shall be contingent upon the execution of this Joint Powers Agreement.

Section 6. Boundaries and Service Levels: The service area boundaries shall be all of the area within the boundaries of San Luis Obispo County as designated by the SLORTA Board Transit Authority. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the Unmet Transit Needs Hearing (PUC Section 99401.5) may be instituted, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the SLORTA Board Transit Authority members representing the affected jurisdictions.

Section 7. Committees:

1. Committees and subcommittees may be established as SLORTA may deem appropriate.

2. Membership on "ad-Hoc" policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

3. Standing committees shall include the:

a. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.

b. An Executive Committee comprised of the President, Vice President and the past President and at least one representatives from the county of San Luis Obispo (if none of the above) is to shall advise the Transit Manager and SLORTA on: draft agendas, personnel issues, budget and Overall Work Program,; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Regional Transit Manager. Items for review shall be selected by the Transit Manager in with consultation with by the President. All Committee members may include agenda items as they desire. For purposes of conducting business, a quorum shall constitute two members shall constitute a quorum.

4. No committee shall commit SLORTA on any matter or questions of policy. Such matters or questions can only be decided by SLORTA.

5. All committees shall receive clerical assistance from SLORTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Transit Manager may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to members of SLORTA and the Transit Manager.

ARTICLE III

Financial Provisions

Section 1. Budget: The Regional Transit Manager shall prepare an annual budget for Transit Authority adoption prior to commencement of each fiscal year. The approval of the Annual Budget shall be in accordance with those procedures prescribed by the Joint Powers Agreement of the Area Council SLOCOG.

Accounting practices to be applied will conform with those used by San Luis Obispo County, consistent with Transportation Development Act rules and regulations.

A Consolidated Fund balance and cash balance will carry forward from one year to the next. Adjustments will be made to Transportation Development Act claims the following year to adjust for variances between budgeted and actual costs and revenues per transit route.

The budget may additionally carry funds for future fiscal years where necessary to develop a multi-year Capital Improvement Program and to reflect obligations under state of federal funding agreements, to the extent allowable by California law.

No member Agency shall be required to expend any of its general fund monies to support the operations of the Transit Authority. The operation of the transit system shall be funded from revenues derived from operations, member Transportation Development Act fund contributions, grants, and any other appropriate revenue sources. Each member agency shall make an annual contribution to the Transit Authority in accordance with the adopted budget.

Any formula may be amended upon approval of all jurisdictions affected by that formula and ratified by the Transit Authority.

Any All population percentages utilized shall be those annually adopted by SLOCOG for allocating Transportation Development Act Funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for

cities and by the County Planning Department for unincorporated communities.

Section 2. Expenditures: The Transit Authority may establish procedures and policies to insure competitive prices for the purchases of goods and services. Formal bidding shall not be required unless directed specifically by the Transit Authority or unless required by state or federal law. Particularly in the purchase of equipment, including buses, the Transit Authority may consider the design, maintenance and operating costs, and other similar factors in determining the most suitable equipment and need not purchase equipment having the lowest initial cost.

Section 3. Treasurer and Auditor: Pursuant to Government Code Section 6505.5, the Treasurer of the County of San Luis Obispo is hereby designated as Treasurer of the Transit Authority. The Treasurer shall have the powers and duties set forth in Government Code Section 6505.5. The Auditor/Controller of the County of San Luis Obispo is designated as the Auditor of this Transit Authority pursuant to Government Code Section 6505.5.

Section 4. Annual Audit: The Transit Authority shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code Section 99245. unless otherwise provided by the Area Council.

Section 5. Annual Report: The Regional Transit Manager shall prepare and submit an annual report of the operations to the Transit Authority, SLOCOG, and State Controller within 90 days of the end of the fiscal year pursuant to Public Utilities Code, Section 99243.

Section 6. Periodic Reporting: The Transit Authority may require periodic reporting of ridership, finances, or other information. It shall be the responsibility of the Regional Transit Manager and Contractor (if appropriate) to provide such reports in a form acceptable to the Transit Authority.

ARTICLE IV

Authority

Section I. Powers: The Transit Authority shall have all Powers necessary to carry out the purpose of this Agreement, except the power to tax. Its power to expend funds shall be limited only by the availability of funds as set forth in ARTICLE III: Finances, Section 1. The Powers of the Transit Authority specifically include, but are not limited to, the following:

- a. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
- b. To sue or be sued.
- c. To employ agents, employees and contract for professional services.
- d. To make and enter contracts including labor and employment contracts.
- e. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
- f. To acquire and convey real and personal property.

g- To incur debts, liabilities and obligations of financial assistance from State and Federal agencies and to obligate the Transit Authority to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.

Section 2. Transit Authority is a Public, Legal Entity: The Transit Authority is a public entity duly formed and existing under the laws of the State of California. It is a separate and distinct legal entity from its member agencies. The debts, duties and obligations created pursuant to this Agreement, shall be solely the obligations of the Transit Authority and not those of its officers, employees, members of the Board of Directors or the member agencies.

ARTICLE V

Miscellaneous Provisions

Section 1. Withdrawal of Member: A withdrawing member's financial obligation under this Section is limited to the withdrawing member's pro-rata share of the currently adopted operating budget based upon ARTICLE III, Section 1 within the service area of the obligated commitments affecting the withdrawing member and any Area Council's SLOCOG's finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5.

Section 2. Amendment of Agreement: No amendment to this Agreement shall be made without the consent of all member agencies at the time of the amendment.

Section 3. Ratification - Effective Date: This Agreement shall be deemed effective as to those parties executing this agreement upon their execution of the agreement.

Section 4. Assignability: In the event it is deemed in the best public interest to have the Transit Authority operated by another individual or entity, whether public or private, and provided that the assignment complies with State and Federal laws, the agency on affirmative vote of the majority in accordance with Section 2 of ARTICLE II, may sell, lease or assign all of its real and personal property and cease operations upon such terms and conditions as the Transit Authority determines to be reasonable.

Section 5. Termination: This Agreement shall continue in full force and effect until rescinded by a majority of the member agencies.

Section 6. Notification to Secretary of State: Pursuant to Government Code Section 6503.5, the Transit Authority shall cause a notice of the execution of this Agreement to be prepared and filed with the Office of the Secretary of the State of California, within thirty (30) days after the effective date of any amendment to this Agreement. Until such filings are completed, the Transit Authority shall not incur indebtedness of any kind.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

CITY OF ARROYO GRANDE

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF ATASCADERO

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF GROVER BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF PASO ROBLES

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

CITY OF PISMO BEACH

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chair

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JAC CRAWFORD
Legal Counsel

By: _____
Legal Counsel

Dated: _____

Adopted by SLORTA _____, 1998



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