

RESOLUTION NO. 14-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING THE ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING NORTH
COUNTY REGIONAL COOPERATIVE TRANSIT

WHEREAS, the Cities of Paso Robles and Atascadero and the San Luis Obispo County Community College District (the "District") entered into a North County Regional Cooperation Transit Agreement ("Transit Agreement") dated July 1, 2011; and

WHEREAS, the Cities of Paso Robles and Atascadero have authorized changes to their transit systems, including elimination of the North County Shuttle, effective June 1, 2014, by transferring all of its obligations to provide transit services to the San Luis Obispo Regional Transit Authority ("RTA"); and

WHEREAS, the RTA is willing to assume the responsibilities of the Cities of Paso Robles and Atascadero to the District under the Transit Agreement; and

WHEREAS, the District is willing to make the payments required under the Transit Agreement to RTA for the provision of such transit services;

NOW, THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the Assignment and Assumption Agreement, attached hereto as Exhibit A and incorporated herein by reference, is approved, and the City Manager is authorized to execute the Assignment and Assumption Agreement on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 6th day of May 2014 by the following vote:

AYES: Hamon, Steinbeck, Martin, Strong, Picanco

NOES:

ABSENT:

ABSTAIN:


Duane Picanco, Mayor

ATTEST:


Caryn Jackson, Deputy City Clerk

EXHIBIT A

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (“Agreement”) is entered into as of _____, 2014, by and among the City of El Paso de Robles, a municipal corporation, the City of Atascadero, a municipal corporation (collectively “Cities”), the San Luis Obispo Regional Transit Authority, a joint powers authority (“RTA”), and the San Luis Obispo County Community College District, a public body (“Cuesta College”).

RECITALS

A. The City, RTA and Cuesta College entered into that certain North County Regional Cooperative Transit Agreement (“Transit Agreement”), which became effective July 1, 2011.

B. Under the Transit Agreement, the Cities and RTA agreed to provide public transportation services to Cuesta College in exchange for financial contributions from Cuesta College as set forth therein.

C. The City of El Paso de Robles and RTA entered into that certain Agreement for Provision of Paso Robles Transit Services by San Luis Obispo Regional Transit Authority dated _____ 2014, whereby in exchange for the transfer of all of the City’s transit assets and liabilities, RTA assumed all responsibilities and obligations of providing local public transit services within the City. The City of Atascadero plans to transfer its responsibilities for local public transit services and operations to RTA as well.

D. The Cities desire to assign their rights, title and interest in, and obligations and covenants under the Transit Agreement to RTA, and RTA desires to assume such rights, title and interest in, and obligations and covenants under the Transit Agreement.

NOW THEREFORE, the parties do mutually agree as follows:

Section 1. Assignment by Cities. The Cities hereby assign to RTA all of the Cities’ rights and obligations under the Transit Agreement.

Section 2. Acceptance of Assignment and Assumption by RTA. RTA accepts the above assignment, and assumes all of the Cities’ rights and obligations under the Transit Agreement. In so doing, RTA expressly agrees for the benefit of Cuesta College to perform and observe all terms, obligations, conditions and covenants of the Cities set forth in the Transit Agreement. RTA further acknowledges and agrees for the benefit of Cuesta College that it is aware of and has copies of the Transit Agreement, is aware of the Cities’ current obligations under the Transit Agreement and that it shall be bound by the covenants and conditions of the Transit Agreement.

Section 3. Acknowledgement and Financial Contributions. Cuesta College hereby acknowledges and accepts the Cities’ assignment of their rights and obligations under the Transit Agreement to RTA and RTA’s assumption of the Cities’ rights and obligations under the Transit

Agreement. Further, Cuesta College agrees to pay its financial contributions, as set forth in the Transit Agreement, to RTA.

Section 4. Release of Cities. As of June 1, 2014, RTA shall assume all of the Cities' rights and obligations under the Transit Agreement and the Cities shall be relieved of and shall have no further obligations under the Transit Agreement. Thereafter, the term Cities as used in the Transit Agreement shall mean and refer exclusively to RTA. Except as provided herein, this Agreement shall not affect any other terms and conditions of the Transit Agreement, which is in full force and effect.

Section 5. Representations. Cities represent and warrant that they have not previously assigned, pledged, hypothecated or otherwise transferred any of the Cities' rights and obligations under the Transit Agreement.

Section 6. Indemnification. RTA agrees to indemnify, protect, hold harmless and defend Cities from all suits, actions, claims, causes of action, costs, demands and judgments arising out of RTA's failure to perform any obligation under the Transit Agreement that is assumed by RTA, except as such failure may have been caused by Cities' willful misconduct or negligence.

Section 7. Attorney's Fees' Enforcement. If any attorney is engaged by any party hereto to enforce or defend any provision of this Agreement, the prevailing party or parties shall be entitled to costs and reasonable attorneys' fees.

Section 8. California Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Section 9. Severability. Any provision of the Agreement which is determined by a court to be invalid or unenforceable shall be deemed severed herefrom, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

Section 10. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 11. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute one and the same instrument.

Section 12. Entire Agreement. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the matters contained in this Agreement.

Section 13. Effective Date. This Agreement shall be effective as of the date of execution of this Agreement by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF EL PASO DE ROBLES

RTA

James L. App, City Manager

President
San Luis Obispo Regional Transit Authority
Board of Directors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Iris P. Yang, City Attorney

Assistant County Counsel

ATTEST:

ATTEST:

Dennis Fansler, City Clerk

Executive Director
San Luis Obispo Regional Transit Authority

CITY OF ATASCADERO

CUESTA COLLEGE

City Manager

President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Counsel

ATTEST:

ATTEST:

City Clerk

Board Secretary