

**STAFF REPORT**

**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: ROBERT PERRAULT, CITY MANAGER**  
**SUBJECT: AMENDMENT TO THE JOINT POWERS AGREEMENT WITH THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

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**BACKGROUND**

The County of San Luis Obispo and all of the cities within the County, including Grover Beach, are members of the Regional Transit Authority (RTA). The purpose of the Authority is to operate and administer the countywide transportation agency. In 1990, the parties were signatories to the original Joint Powers Agreement (JPA). The JPA was subsequently amended in 1998. Recently, the Executive Director reported to the Board that the JPA does not provide member cities with the ability to appoint alternate representatives. In addition, the JPA does not expressly provide the organization with the ability to incur debt.

RTA staff worked with the RTA Counsel to review the current JPA document and to develop language that would address the two issues as noted above. In redrafting the agreement, RTA's Counsel also took the opportunity to update the document. These changes are relatively minor and relate to changing references to the organization from "SLORTA" to "RTA" and changing the title from "Transit Manager" to "Executive Director" where appropriate. All changes to the JPA must be ratified by each member agency and the County. The final JPA must also be submitted to the Secretary of State within 30 days of the effective date of the amended JPA.

Staff is recommending the City Council adopt the attached resolution (*Attachment #1*) adopting the amended Joint Powers Agreement.

**ALTERNATIVES**

The City Council has the following alternatives to consider:

1. The Council could approve by resolution the amended San Luis Obispo Transit Authority Joint Powers Agreement;
2. The Council could suggest other changes to the draft Joint Powers Agreement; or
3. The Council could provide staff with additional direction.

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**APPROVED FOR FORWARDING**



**ROBERT PERRAULT  
CITY MANAGER**

**Please Review for the Possibility of a Potential Conflict of Interest:**

- |  |                                   |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> None Identified by Staff | <input type="checkbox"/> Bright   |
| <input type="checkbox"/> Shoals                              | <input type="checkbox"/> Molnar   |
| <input type="checkbox"/> Nicolls                             | <input type="checkbox"/> Peterson |

**Meeting Date: November 19, 2012**

**Agenda Item No. 11**

**RECOMMENDATION**

It is recommended that the City Council adopt the Resolution approving the amended San Luis Obispo Transit Authority Joint Powers Agreement.

**FISCAL IMPACT**

There is no fiscal impact to the City associated with adoption of the amended Joint Powers Agreement.

**PUBLIC NOTIFICATION**

The agenda was posted in accordance with the Brown Act.

**Attachments**

1. Draft Resolution adopting the amended Joint Powers Agreement
2. Draft Joint Powers Agreement
3. Joint Powers Agreement demonstrating recommended changes with ~~strikeouts~~ and underlining.

RESOLUTION NO. 12 - \_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA, APPROVING THE AMENDED JOINT POWERS AGREEMENT BETWEEN THE COUNTY AND THE INCORPORATED CITIES WITHIN THE COUNTY FOR THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**WHEREAS**, Section 6500 et seq. of the California Government Code (Title1, Div. 7, Chapter 5, Article1) 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 Council of Governments for the purpose of providing, among other things, a regional transit joint powers agreement; and

**WHEREAS**, the Cities and the County have previously entered into a joint powers agreement to provide regional transportation services in 1990, and the Cities and the County amended said joint powers agreement in 1998; and

**WHEREAS**, there is further need to amend the agreement to provide for alternate members, permit the organization to incur debt, and to make other minor modifications.

**NOW, THEREFORE, BE IT RESOLVED, THAT**

1. The amended San Luis Obispo Regional Transit Authority Joint Powers Agreement as incorporated herein by reference is hereby approved; and
2. The Mayor is hereby authorized to sign the amended agreement on behalf of the City of Grover Beach.

On motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and on the following roll-call vote, to wit:

AYES: Council Members -  
 NOES: Council Members -  
 ABSENT: Council Members -  
 ABSTAIN: Council Members -

the foregoing Resolution was **PASSED, APPROVED, and ADOPTED** at a Regular meeting of the City Council of the City of Grover Beach, California this 19<sup>th</sup> day of November, 2012.

  
 \_\_\_\_\_  
 JOHN P. SHOALS, MAYOR

Attest:

\_\_\_\_\_  
 DONNA L. McMAHON, CITY CLERK

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
JOINT POWERS AGREEMENT

WITNESSETH:

This Agreement is made and entered into this 9<sup>th</sup> day of March, 1990, and amended on 2<sup>nd</sup> day of September, 1998, and further amended on \_\_\_\_\_, 2012, by and among 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 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 Council of Governments for the purpose of providing, among other things, for a regional transportation agency; and

WHEREAS, the San Luis Obispo 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 a 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 and hereafter referred to as RTA.

ARTICLE II  
Organization

Section 1. Board Members: The membership of the RTA Governing Board shall be the same as the membership of the San Luis Obispo Council of Governments (hereinafter referred to as SLOCOG).

Section 2. Board Meetings - Voting - Quorum: 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. Special meetings may be called by the President or upon written request of at least three (3) members of the RTA Board.

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

Section 3. Officers: The officers of SLOCOG shall serve as officers of RTA.

Section 4. Executive Director: The RTA Board shall designate an Executive Director to operate RTA. The Executive Director shall serve at the pleasure of the RTA Board, with delegated powers to certify documents of the RTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

Section 5. Members:

1. 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. 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.
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 RTA Board. 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 RTA Board members representing the affected jurisdictions.

Section 7. Committees:

1. Committees and subcommittees may be established as RTA 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) shall advise the Executive Director and RTA 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 Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
4. No committee shall commit RTA on any matter or questions of policy. Such matters or questions can only be decided by RTA.
5. All committees shall receive clerical assistance from RTA staff and, by agreement, 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 verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to members of RTA and the Executive Director.

### ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an annual budget for RTA 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 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.

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 or 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 RTA. 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 RTA in accordance with the adopted budget.

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

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: RTA 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 RTA or unless required by state or federal law. Particularly in the purchase of equipment, including buses, RTA 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 RTA. 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 RTA pursuant to Government Code Section 6505.5.

Section 4. Annual Audit: RTA shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code Section 99245.

Section 5. Annual Report: The Executive Director shall prepare and submit an annual report of the operations to the RTA Board, 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 RTA Board may require periodic reporting of ridership, finances, or other information. It shall be the responsibility of the Executive Director to provide such reports in a form acceptable to the RTA Board.

## ARTICLE V Authority

Section 1. Powers: RTA 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 RTA specifically include, but are not limited to, the following:

1. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
2. To sue or be sued.
3. To employ agents, employees and contract for professional services.
4. To make and enter contracts, including labor, purchase agreement and employment contracts.
5. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
6. To acquire and convey real and personal property.
7. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.

Section 2. RTA is a Public Legal Entity: RTA 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 RTA 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 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 RTA 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 RTA 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, RTA 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, RTA 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.

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

**City of Arroyo Grande**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of Atascadero**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of Grover Beach**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of Morro Bay**

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

**City of Paso Robles**

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

**City of Pismo Beach**

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

**City of San Luis Obispo**

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

**County of San Luis Obispo**

By: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

TIM MCNULTY

County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Date: \_\_\_\_\_

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
JOINT POWERS AGREEMENT

WITNESSETH:

This Agreement is made and entered into this 9<sup>th</sup> day of March, 1990, and amended on ~~9/2/98~~<sup>2<sup>nd</sup></sup> day of September, 1998, and further amended on \_\_\_\_\_, 2012, by and among 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 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 Council of Governments for the purpose of providing, among other things, for a regional transportation agency; and

WHEREAS, the San Luis Obispo 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 a 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 and hereafter referred to as SLORTARTA.

ARTICLE II  
Organization

Section 1. Board Members: The membership of the SLORTARTA Governing Board, shall be the same as the membership of the San Luis Obispo Council of Governments (hereinafter referred to as SLOCOG).

Section 2. Board Meetings - Voting - Quorum: 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. Special meetings may be called by the President or upon written request of at least three (3) members of the SLORTARTA Board.

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

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

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

Section 5. Members:

1. 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.
- 4-2. 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.
- 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 SLORTARTA Board. 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 SLORTARTA Board members representing the affected jurisdictions.

Section 7. Committees:

1. Committees and subcommittees may be established as SLORTARTA 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) shall advise the ~~Transit Manager~~Executive Director and SLORTARTA 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~~Executive Director. Items for review shall be selected by the ~~Transit Manager~~Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
4. No committee shall commit SLORTARTA on any matter or questions of policy. Such matters or questions can only be decided by SLORTARTA.
5. All committees shall receive clerical assistance from SLORTARTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the ~~Transit Manager~~Executive Director 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 SLORTARTA and the ~~Transit Manager~~Executive Director.

### ARTICLE III Financial Provisions

Section 1. Budget: The ~~Regional Transit Manager~~Executive Director shall prepare an annual budget for ~~Transit Authority~~RTA 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 SLOCOG.

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

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A Consolidated Fund balance and cash balance will carry forward from one year to the next.

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 or~~ 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~~ RTA. 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~~ RTA 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~~ RTA.

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~~ RTA 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~~ RTA or unless required by state or federal law. Particularly in the purchase of equipment, including buses, ~~the Transit Authority~~ RTA 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~~ RTA. 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~~ RTA pursuant to Government Code Section 6505.5.

Section 4. Annual Audit: ~~The Transit Authority~~ RTA shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code Section 99245.

Section 5. Annual Report: The ~~Regional Transit Manager~~ Executive Director shall prepare and submit an annual report of the operations to the ~~Transit Authority~~ RTA Board, 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~~RTA Board may require periodic reporting of ridership, finances, or other information. It shall be the responsibility of the ~~Regional Transit Manager~~Executive Director and Contractor (if appropriate) to provide such reports in a form acceptable to the ~~Transit Authority~~RTA Board.

## ARTICLE V Authority

Section 1. Powers: ~~The Transit Authority~~RTA 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~~RTA specifically include, but are not limited to, the following:

1. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
2. To sue or be sued.
3. To employ agents, employees and contract for professional services.
4. To make and enter contracts, including labor, purchase agreement and employment contracts.
5. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
6. To acquire and convey real and personal property.
7. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate the ~~Transit Authority~~RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.

Section 2. Transit AuthorityRTA is a Public Legal Entity: ~~The Transit Authority~~RTA 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~~RTA 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 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~~ RTA 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~~ RTA 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~~ RTA 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~~ RTA 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.

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

**City of Arroyo Grande**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

**City of Atascadero**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of Grover Beach**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of Morro Bay**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of Paso Robles**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of Pismo Beach**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**City of San Luis Obispo**

By: \_\_\_\_\_  
\_\_\_\_\_  
Clerk

Date: \_\_\_\_\_  
Resolution No. \_\_\_\_\_

**County of San Luis Obispo**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

TIM MCNULTY

County Counsel

By: \_\_\_\_\_

Deputy County Counsel

Date: \_\_\_\_\_