

RESOLUTION NO. 92-143

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL PASO DE ROBLES  
RATIFYING THE JOINT POWERS AGREEMENT FOR THE  
SAN LUIS OBISPO COUNCIL OF GOVERNMENTS  
FOR FISCAL YEAR 1992/93

---

WHEREAS, the San Luis Obispo Council of Governments was created by a Joint Powers Agreement between the Cities and County of San Luis Obispo; and

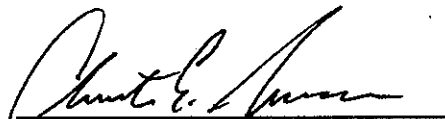
WHEREAS, Section IV of said Agreement requires annual ratification by member agencies; and

WHEREAS, the City of El Paso de Robles desires to continue its membership in the San Luis Obispo Council of Governments during fiscal year 1992/93;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of El Paso de Robles hereby ratify the San Luis Obispo Council of Governments Joint Powers Agreement for fiscal year 1992/93, attached hereto as Exhibit A and incorporated herein by reference, and authorize the Mayor to execute said agreement, and forward it to the San Luis Obispo Council of Governments.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles, this 1st day of September, 1992, on the following vote:

AYES:	Heggarty, Macklin, Martin, Picanco, and Iversen
NOES:	None
ABSENT:	None

  
Christian E. Iversen, Mayor

ATTEST:

  
Richard J. Ramirez, City Clerk

1991-1992 JOINT POWERS AGREEMENT  
 e:\wpdocs\lacc\c9200671.mis

PAGE 1

**FY 92-93**  
**JOINT POWERS AGREEMENT**  
**SAN LUIS OBISPO COUNCIL OF GOVERNMENTS**

**THIS JOINT POWERS AGREEMENT** is made and entered into this 17th day of January, 1976, and amended on November 4, 1982, September 19, 1984, and July 19, 1990 by and among such of the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover City, 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 commission; herein designated "~~San Luis Obispo Area Coordinating 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 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 San Luis Obispo Council of Governments is organized for the permanent establishment of a forum for planning, discussion and study of area-wide problems of mutual interest and concern to COUNTY and to CITIES; for the development of studies and adoption of regional plans; to serve as a regional agency for certain federal and state programs; and for other actions commensurate with the desires of the member governments.

### 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 SLOCOG, and renamed as the San Luis Obispo Area Coordinating Council. 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:

- a. The Area Wide Planning Organization (APO), as designated by the U. S. Department of Housing and County Development (HUD);
- b. A Council of Governments (COG), as designated by the Governor of the State of California;
- c. A Regional Transportation Planning Agency (RTPA) as designated by the Secretary of Business and Transportation Agency of the State of California;
- d. The Metropolitan Planning Organization (MPO) as designated by the U. S. Department of Transportation; and

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 City, Morro Bay, Pismo Beach and San Luis Obispo.

### 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, grants; and to administer the affairs of the 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 the 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 the SLOCOG.

2. Representatives of the COUNTY and CITIES shall be appointed to serve on the SLOCOG in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the SLOCOG 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 additional 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 appointee, may sit as an ex officio member of the Board while sitting as the Congestion Management Agency. He or she shall receive all meeting notices, shall 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 agencies may elect to have an alternate member(s) in addition to any official member, but said alternate 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 the SLOCOG by the appointing city or the county.

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 and subsequent annual ratification.

## V. OPERATION

1. The powers of the 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 the 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 the 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, 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.**

3. Costs of **SLOCOG** for each fiscal year which are necessary for the ordinary operation of the **SLOCOG**, including but not limited to office space, furniture; and excepting those functions performed as the **RTPA, MPO, or CMA** shall be borne by COUNTY in an amount approved by the Board of Supervisors in the annual county budget. Extraordinary costs as recommended by the **SLOCOG** shall be borne by contributions from the member entities as approved by their governing bodies.

Costs of all activities undertaken by **SLOCOG** as the **RTPA, MPO or CMA** shall be set forth in the budget as part of the annual work program of **SLOCOG** and shall be funded from the transportation fund pursuant to applicable State statutes and **State and Federal funds**.

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**.

5. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, including two COUNTY representatives. 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 the **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. The officers of the **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 the **SLOCOG**.

2. Both the President and Vice-President of **SLOCOG** shall be elected at the June 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 the **SLOCOG** as Chairman.

- 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 the **SLOCOG**.

b. Vice-President

- 1) Shall serve as Chairman pro-tempor in the absence of the President.
- 2) Shall give whatever aid necessary to the President in administering of the **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 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. STAFF

1. The **SLOCOG** shall appoint an Executive Director to serve at its pleasure, who will perform the following duties and such others as may be assigned by **SLOCOG**.

- a. Prepare and submit the annual work program and budget to the **SLOCOG** for its approval and to the parties hereto for ratification.
- b. Shall keep an accurate account and file of all meetings.
- c. Shall 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 the **SLOCOG**.

- d. Shall have charge of all correspondence.
- e. Shall keep and maintain the reports of the SLOCOG on all committees.
- f. Shall insure that SLOCOG renders 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.
- g. Shall be responsible for directing those employees authorized by the SLOCOG in the budget. Employees are to be appointed by the SLOCOG on the recommendation of the Executive Director and to serve at the pleasure of the SLOCOG.

2. The Executive Director of the SLOCOG shall have charge of, handle and have access to, any property of the SLOCOG.

3. The Executive Director, 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 the SLOCOG shall be held at least six (6) times a year or at more frequent intervals as approved by the SLOCOG.

2. Special meetings may be called by the President or upon written request of at least three (3) representatives of the 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, or as specified in the annual meeting calendar adopted in June. The June meeting shall be designated the "annual meeting."

5. The Executive Director of the 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 the SLOCOG or vote on any motion before the SLOCOG.

7. The meeting agenda shall be prepared by the Executive Director to the SLOCOG. Agenda material shall be submitted to the Executive Director at least twenty-one (21) calendar days prior to the next regular meeting and distributed to members at least fourteen (14) calendar days prior to the next regular meeting to allow member agencies to advise their representatives on tentative vote subject to independent judgement 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. The 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 the SLOCOG may adopt will govern all proceedings not specifically provided for herein.

10. Executive sessions shall be held in accordance with applicable law.

11. The 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 the SLOCOG and shall be submitted to member agencies.

## IX. COMMITTEES

1. Committees and subcommittees may be established as the 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 Administration Committee, comprised of all managers and administrators of member jurisdictions; the Legal Committee, comprised of all city and designated county attorneys; the Planning Committee, comprised of all agency planning officials appointed by their respective agencies; the Public Works Committee, comprised of all agency engineering officials appointed by their respective agencies; the 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 the SLOCOG; and the Transit Productivity Committee as required by Section 99224 and Section 99238 of the Public Utilities Code. The SLOCOG may

organize such other technical advisory committees as it deems necessary to carry out SLOCOG functions.

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

5. All committees shall receive clerical assistance from the SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chairman of each committee shall sign the original copy of the minutes indicating his verification of contents. Copies of minutes of all meetings shall be sent to members of the SLOCOG and the Executive Director.

#### X. FINANCE

1. The 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 without specific approval of two-thirds of the governing bodies of the member agencies including COUNTY.

2. The Treasurer of the County of San Luis Obispo is designated the depository, and he shall have custody of all money of the SLOCOG from whatever source received. It is further understood that the Auditor/ Controller of the County of San Luis Obispo is, as such, auditor of the SLOCOG.

#### XI. WITHDRAWAL AND DISSOLUTION

1. The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official members of the 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 the 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 the San Luis Obispo Area Coordinating Council 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 the SLOCOG. If any party hereto fails to pay its contribution, as determined by SLOCOG, said entity shall be deemed to have voluntarily withdrawn from the 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.

## XII. 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.

E:\WPDOCS\ACC\c9200671.MIS

**CITY OF ARROYO GRANDE**

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

\_\_\_\_\_  
Clerk

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

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

**CITY OF ATASCADERO**

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

\_\_\_\_\_  
Clerk

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

Minute Order

**CITY OF GROVER CITY**

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

\_\_\_\_\_  
Clerk

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

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

**CITY OF MORRO BAY**

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

\_\_\_\_\_  
Clerk

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

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

**CITY OF PASO ROBLES**

By: *Christ E. ...*  
Mayor

*[Signature]*  
Clerk

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

Minute Order

**CITY OF PISMO BEACH**

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

Mayor

\_\_\_\_\_

Clerk

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

Minute Order

**CITY OF SAN LUIS OBISPO**

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

Mayor

\_\_\_\_\_

Clerk

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

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

**COUNTY OF SAN LUIS OBISPO**

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

Chairman

\_\_\_\_\_

Clerk

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

Minute Order

**APPROVED AS TO FORM AND LEGAL EFFECT:**

**JAMES B. LINDHOLM, JR.**  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Dated: \_\_\_\_\_