

THIRD AMENDED
JOINT POWERS AGREEMENT FORMING THE
AMADOR REGIONAL TRANSIT SYSTEM

This agreement by and between the cities of Amador City, Ione, Jackson, Plymouth, Sutter Creek and the County of Amador (hereinafter referred to as "the members") is hereby amended and otherwise continues its existence pursuant to Sections 6500 et seq. of the Government Code of the State of California.

ARTICLE I
GENERAL PROVISIONS

SECTION 1. PURPOSES:

If the Amador County Transportation Commission determines that the members hereof have unmet transportation needs which can reasonably be met, it is the intention of the members that the Agency formed hereby shall be the entity by which said needs may be met. The specific purpose of this agreement is to exercise the common powers of the members by the formation of a Joint Powers Agency with full power and authority to own, operate and administer a public transportation system within the territory over which the Joint Powers Agency has jurisdiction, which Agency shall be the means by which the unmet transportation needs of the members may be met.

SECTION 2. NAME:

The legal name of the Joint Powers Agency is changed from the "Amador Rapid Transit System" to the "Amador Regional Transit System", hereinafter referred to as "the Agency". Except for the change of name the Agency shall continue in all respects. The date of the amended Agreement shall be July 1, 1998.

SECTION 3. POWERS:

The Agency 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 section 1 of Article III entitled "FINANCES". the powers of the Agency specifically include but are not limited to the following:

- (a) To sue and be sued.
- (b) To employ agents, employees and to contract for

professional services.

- (c) To make and enter contracts including labor and employment contracts.
- (d) To acquire, convey, construct, manage, maintain and operate buildings and improvements.
- (e) To acquire and convey real and personal property.
- (f) To incur debts, liabilities, and obligations.
- (g) Apply for and execute contracts of financial assistance from state and federal agencies and to obligate the Agency to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.
- (h) To own, operate, and administer a public transportation system within the territory over which the Agency has jurisdiction.

SECTION 4. AGENCY IS A PUBLIC LEGAL ENTITY:

The Agency 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. Pursuant to Government Code Section 6508.1, the debts, duties and obligations created pursuant to this agreement, or those created by any predecessor organization or commission, shall be solely the obligation of the Agency and not those of its officers, employees, directors, or the member agencies.

ARTICLE II
ORGANIZATION

SECTION 1. BOARD OF DIRECTORS: The powers of the Agency are vested in its board of directors. The board of directors shall be composed of three (3) members appointed by the Board of Supervisors of the County of Amador and three (3) members of the city councils of the member cities as chosen by the Amador County Mayors' Select Committee. Each member of the board of directors shall have one vote. The representative shall serve solely at the pleasure of the appointing member.

SECTION 2. MEETINGS - VOTING - QUORUM:

(a) The board shall establish a time, place and date for a regular monthly meeting. Regular meetings may be adjourned from time to time. Special meetings may be called by the chairman or upon written request by any two directors. Directors shall be given written notice of special meetings as required by the Brown Act, specifically Government Code section 54956.

(b) A majority of directors shall constitute a quorum for the transaction of business.

(c) The vote of a majority of all the directors shall be required to act upon any matter at all meetings, unless otherwise required by law.

SECTION 3. OFFICERS:

(a) The board shall elect a chairman and a vice-chairman, who shall act in the absence of the chairman, and such other officers as they may deem necessary.

(b) All officers shall serve for a term of one year from the date of their election or until their successors are elected. Officers may serve successive terms. The chairman and vice-chairman are authorized to execute all documents in the name of the Agency.

SECTION 4. MANAGER:

The board may appoint a manager who shall be the chief administrative officer and assume such other duties and responsibilities as the board may direct including, but not limited to, the execution of Agency documents and contracts when so authorized by Resolution of the board. The manager shall serve at the pleasure of the board. Other employees may be hired as may be from time to time required.

SECTION 5. NEW MEMBERS:

The board may accept new members to the Agency on such terms and conditions as they may prescribe; provided, however, that membership of the Agency shall be limited to incorporated cities within the County.

ARTICLE III
FINANCIAL PROVISIONS

SECTION 1. BUDGET - LIMITATION OF FINANCIAL COMMITMENT:

(a) The board shall establish the fiscal year for the Agency and shall, prior to the commencement of each fiscal year, adopt an annual budget. The budget may additionally carry funds for future fiscal years where necessary to reflect obligations under state or federal funding agreements.

(b) The board shall not obligate the Agency to expenditures in excess of the funds available from the Local Transportation Fund and Government Code Section 29531. No member agency shall be required to expend any of its general fund monies, gas tax funds, grant funds, or any other funds to support the operations of the Agency unless said expenditure is first approved by the legislative body of the member.

(c) It is the intention of the members that each shall claim available funds from the Local Transportation Fund necessary to provide sufficient funds to support the Agency's operation to the extent as may be agreed upon by the members.

SECTION 2. EXPENDITURES:

The board may establish procedures and policies to insure competitive prices for the purchase of goods and services. Formal bidding shall not be required unless directed specifically by the board or required by state or federal law. Particularly in the purchase of equipment, including buses, the board 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. AGENCY TO BE ENTITY FOR MEETING UNMET
TRANSPORTATION NEEDS OF MEMBERS:

If the Amador County Transportation Commission determines that the members hereof have unmet transportation needs which can reasonably be met, it is the intention of the members that the Agency formed hereby shall be the entity by which said needs may be met.

SECTION 4. TREASURER:

Pursuant to Government Code Section 6505.5, the

Auditor-Controller of the County is hereby appointed as treasurer of the Agency. Said treasurer shall have the powers and duties as set forth in Section 6505.5.

SECTION 5. ANNUAL AUDIT:

The Agency shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505.

SECTION 6. OFFICIAL BONDS:

To the extent required by law or by the board, the manager and such other employees or agents as the board may direct shall file an official bond in the amount determined by the board. The cost of said bond(s) shall be borne by the Agency.

SECTION 7. DISPOSITION OF PROPERTY UPON TERMINATION:

In the event that the Agency is terminated by agreement, the property and monies on hand at the time of termination after all debts and liabilities are paid shall be distributed among the then members of the Agency in accordance with their proportionate contributions thereto, and in accordance with law and the terms of any grant. Any member who withdraws from the Agency shall forfeit all of its right, title and interest to all such property and monies.

ARTICLE IV
MISCELLANEOUS PROVISIONS

SECTION 1. WITHDRAWAL OF MEMBERS:

Any member may at any time withdraw from membership in the Agency by the giving of ninety (90) days' written notice thereof to all other members and to the Agency itself. After the giving of said notice and upon the effective date thereof the withdrawing member shall cease being a member of the Agency, and all rights and obligations accruing thereby shall cease; provided, however, that if the Agency has a contractual obligation to continue operation of a public transit system, or other financial obligation, the remaining members may impose such conditions upon the withdrawing member, including future financial supports, as are reasonable to meet the obligations of the Agency at the time of withdrawal. A withdrawing member's obligation under this section is limited to funds available from the Transportation Fund to which the withdrawing member would be otherwise entitled, but this section

shall not impose any obligation on the general funds of the withdrawing member.

SECTION 2. AMENDMENT OF PREVIOUS AGREEMENT -
CONTINUATION OF RIGHTS, DUTIES AND
OBLIGATIONS:

It is the purpose of this agreement to take over the operations, rights, duties, and property informally carried out, incurred, and acquired by the Amador County Local Transportation Commission. All rights, duties, and obligations incurred thereby shall remain in full force and effect. The Agency is to be construed as having been in continual existence since its inception and no action previously taken is to be considered modified, amended or otherwise affected by this agreement.

SECTION 3. AMENDMENT OF AGREEMENT:

No amendment to this agreement shall be made without the consent of all existing members at the time of the amendment.

SECTION 4. RATIFICATION - EFFECTIVE DATE:

This agreement shall become effective upon ratification by all members. For convenience, this agreement shall be dated upon the last date ratified by a member.

SECTION 5. ASSIGNABILITY; TERMINATING OPERATIONS:

(a) In the event it is deemed in the best public interest to have the public transportation system operated by another individual or entity, whether public or private, and provided that the assignment complies with state and federal law, the Agency on affirmative vote of all six directors may sell, lease or assign all of its real and personal property and cease operations upon such terms and conditions as the board determines to be reasonable.

(b) The Agency shall have the authority to continue, expand, reduce, or terminate the transit system as operated by the Transportation Commission, and as said system may be from time to time altered; provided, however, that said operations and/or termination shall be accomplished according to law and the terms of any grant to which the Agency has agreed.

SECTION 6. TERMINATION OF AGREEMENT:

This agreement shall continue in full force and effect

until terminated by a majority of the members; provided, however, that there shall be no termination during the term prescribed in a federal or state grant which has been approved by the Agency and its members, unless such early termination is consistent with the terms of said grant.

SECTION 7. DEBTS, LIABILITIES AND OBLIGATIONS:

By the authority of the provisions of Government Code 6508.1, the debts, liabilities, and obligations of the Agency shall be solely the debts, liabilities, and obligations of the Agency and not of the members thereof or any of them.

ATTEST: *Kristin M. Baker-Salman* Clerk of the Board of Supervisors
Robert Wilson Chairman, County of Amador Board of Supervisors

ATTEST: *Bernice Haines* Clerk, City of Amador City
[Signature] Mayor, City of Amador City

ATTEST: *Jamie Savano* Clerk, City of Ione
Tommy Mataliel Mayor, City of Ione

ATTEST: *Maria Stoddard* Clerk, City of Plymouth
Valerik Klinebitter Mayor, City of Plymouth

ATTEST: *[Signature]* Clerk, City of Sutter Creek
W. But Pan Mayor, City of Sutter Creek

ATTEST: *Christa Freeman* Clerk, City of Jackson
Maria-Louise Solaja Mayor, City of Jackson

Approved as to Form:

[Signature]
Amador County Counsel

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING THIRD AMENDED)
JOINT POWERS AGREEMENT FORMING THE) RESOLUTION NO. 98- 276
AMADOR REGIONAL TRANSIT SYSTEM (ARTS))

BE IT RESOLVED by the Board of Supervisors, County of Amador, State of California, that said Board does hereby approve the Third Amended Joint Powers Agreement Forming The Amador Regional Transit System (ARTS) by and among the County of Amador and the Cities of Ione, Plymouth, Sutter Creek, Jackson and Amador City, on the terms and conditions contained therein; and


BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28th day of July, 1998, by the following vote:

AYES: Richard P. Vinson, Louis D. Boitano, Mario Biagi and Rich F. Escamilla

NOES: None

ABSENT: Edward T. Bamert



Chairman, Board of Supervisors

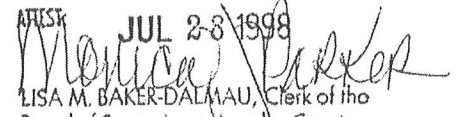
ATTEST:

LISA M. BAKER-DALMAU, Clerk of the
Board of Supervisors, Amador County,
California



Deputy

THE FOREGOING INSTRUMENT IS
A CORRECT COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

ATTEST JUL 28 1998

LISA M. BAKER-DALMAU, Clerk of the
Board of Supervisors, Amador County,
California Deputy

BEFORE THE CITY COUNCIL OF THE
CITY OF AMADOR CITY, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING THIRD AMENDED)
JOINT POWERS AGREEMENT FORMING THE) RESOLUTION NO. 98-368
AMADOR REGIONAL TRANSIT SYSTEM (ARTS))

BE IT RESOLVED by the City Council of the City of Amador City, State of California, that said Council does hereby approve the Third Amended Joint Powers Agreement Forming the Amador Regional Transit System (ARTS) by and among the County of Amador and the Cities of Ione, Plymouth, Sutter Creek, Jackson and Amador City, on the terms and conditions contained therein; and

BE IT FURTHER RESOLVED that the Mayor of said City be and hereby is authorized to sign and execute said agreement on behalf of the City of Amador City.

The foregoing resolution was duly passed and adopted by the City Council of the City of Amador City at a regular meeting thereof, held on the 20th day of August, 1998, by the following vote:

AYES: Luxemberg, Goodin, Bragstad, McKune

NOES: None

ABSENT: Shaw


Mayor

ATTEST: *Bernice Horner*

BERNICE HORNER, Clerk of the
City Council of the City of Amador City, California

RESOLUTION NO. 1142

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE
APPROVING THIRD AMENDED JOINT POWERS AGREEMENT FORMING
THE AMADOR REGIONAL TRANSIT SYSTEM (ARTS)**

BE IT RESOLVED by the City Council of the City of Ione that the Council does hereby approve the Third Amended Joint Powers Agreement forming the Amador Regional Transit System (ARTS) by and among the County of Amador and the cities of Ione, Plymouth, Sutter Creek, Jackson and Amador City, on the terms and conditions contained therein; and

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized to sign and execute this Agreement on behalf of the City of Ione.


THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City Council of the City of Ione, held on August 18, 1998, by the following vote:

AYES: Matulich, Potts, Riddle, Smylie, Thomas
NOES:



Tony Matulich, Mayor

Attest:



Janice Traverso, City Clerk

RESOLUTION NO. 98-18

**RESOLUTION OF THE COUNCIL OF THE CITY OF PLYMOUTH
APPROVING THE AMENDED JOINT POWERS AGREEMENT
FORMING THE AMADOR REGIONAL TRANSIT SYSTEM (ARTS)**

BE IT RESOLVED, by the City Council of the City of Plymouth, State of California, that said Council does hereby approve the Third Amended Joint Powers Agreement Forming The Amador Regional Transit System (ARTS) by and among the County of Amador and the Cities of Ione, Plymouth, Sutter Creek, Jackson and Amador City, on the terms and conditions contained therein; and

BE IT FURTHER RESOLVED that the Mayor of said City be and hereby is authorized to sign and execute said agreement on behalf of the City of Plymouth.

THE FOREGOING RESOLUTION, was passed and adopted on August 13, 1998, by the following vote:

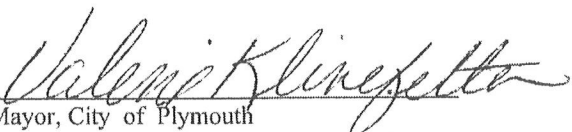
AYES: Gene Beck, Dave Herrmann, Mike O'Meara, Elaine Lasich, Valerie Klinefelter

NOES: None

ABSTAIN: None

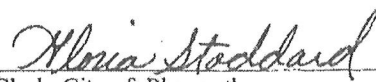
ABSENT: None

Signed and approved by me this 17th day of AUGUST, 1998.



Mayor, City of Plymouth

ATTEST:



Clerk, City of Plymouth

RESOLUTION NO. 98-99-04

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUTTER CREEK APPROVING THIRD AMENDED
JOINT POWERS AGREEMENT FORMING THE
AMADOR REGIONAL TRANSIT SYSTEM (ARTS)**

WHEREAS, Amador Regional Transit System (ARTS) provides regional public transit through a Joint Powers Agreement by and between the cities within Amador County and the County of Amador; and

WHEREAS, the Amador Regional Transit System (ARTS) shall continue to provide public transportation in the same manner as currently provided by Amador Rapid Transit System; and

WHEREAS, the third amendment reflects a name change and other desirable additions and corrections to better reflect the public transportation services provided by ARTS; and

WHEREAS, such changes require approval of the legislative bodies of all entities comprising the Joint Powers Agency.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Sutter Creek does hereby approve the Third Amended Joint Powers Agreement Forming the Amador Regional Transit System (ARTS) by and among the County of Amador and the Cities of Ione Plymouth, Sutter Creek, Jackson and Amador City, on the terms and conditions contained therein; and

BE IT FURTHER RESOLVED that the Mayor of Sutter Creek is duly authorized to sign and execute said agreement on behalf of the City of Sutter Creek.

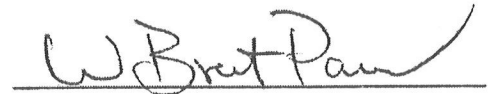
The foregoing resolution was duly passed and adopted by the City Council of the City of Sutter Creek at a regular meeting on the 17th day of August, 1998

AYES: Mayor W. Brent Parsons, Council Members Aspinall, Boitano, Murphy, Swift

NOES: None


ABSTAIN: None

ABSENT: None



W. Brent Parsons, Mayor

ATTEST:



Natalie Doyle, Deputy City Clerk

Resolution No. 98-29

**A Resolution of the City Council of the City of Jackson
Approving Third Amended Joint Powers Agreement
Forming the
Amador Regional Transit System (ARTS)**

BE IT RESOLVED by the City Council of the City of Jackson, State of California, that said Council does hereby approve the Third Amended Joint Powers Agreement Forming the Amador Regional Transit System (ARTS) by and among the County of Amador and the Cities of Ione, Plymouth, Sutter Creek, Jackson and Amador City, on the terms and conditions contained therein; and

BE IT FURTHER RESOLVED, that the Mayor of City be and hereby is authorized to sign and execute said agreement on behalf of the City of Jackson.

The foregoing resolution was duly passed and adopted by the City Council of the City of Jackson at a regular meeting on the 27th day of July, 1998, by the following vote:

AYES: Carleton, Nunes, Pietronave, Solaja
NOES: None
ABSENT: Lewis
ABSTAIN: None

CITY OF JACKSON

Marie-Louise Solaja

Marie-Louise Solaja, Mayor

ATTEST:

Christa Freemantle

Christa Freemantle, City Clerk

