

ANY FACILITIES AND PROPERTIES OWNED OR CONTROLLED BY THE AUTHORITY MAY BE OPERATED BY THE AUTHORITY DIRECTLY OR BY OTHERS PURSUANT TO CONTRACT OR LEASE AS THE BOARD MAY DETERMINE.

52. THE OPERATING CONTRACT.

WITHOUT LIMITATION UPON THE RIGHT OF THE BOARD TO PRESCRIBE SUCH ADDITIONAL TERMS AND PROVISIONS AS IT MAY DEEM NECESSARY AND APPROPRIATE, THE OPERATING CONTRACT SHALL:

(A) SPECIFY THE SERVICES AND FUNCTIONS TO BE PERFORMED BY THE CONTRACTOR;

(B) PROVIDE THAT THE CONTRACTOR SHALL HIRE, SUPERVISE AND CONTROL ALL PERSONNEL REQUIRED TO PERFORM THE SERVICES AND FUNCTIONS ASSUMED BY IT UNDER THE OPERATING CONTRACT AND THAT ALL SUCH PERSONNEL SHALL BE EMPLOYEES OF THE CONTRACTOR AND NOT OF THE AUTHORITY;

(C) REQUIRE THE CONTRACTOR TO ASSUME THE OBLIGATIONS OF THE LABOR CONTRACT OR CONTRACTS OF ANY TRANSIT COMPANY WHICH MAY BE ACQUIRED BY THE AUTHORITY AND ASSUME THE PENSION OBLIGATIONS OF ANY SUCH TRANSIT COMPANY;

(D) REQUIRE THE CONTRACTOR TO COMPLY IN ALL RESPECTS WITH THE LABOR POLICY SET FORTH IN ARTICLE XIV OF THIS TITLE;

(E) PROVIDE THAT NO TRANSFER OF OWNERSHIP OF THE CAPITAL STOCK, SECURITIES OR INTERESTS IN ANY CONTRACTOR, WHOSE PRINCIPAL BUSINESS IS THE OPERATING CONTRACT, SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE BOARD AND THE CERTIFICATES OR OTHER INSTRUMENTS REPRESENTING SUCH STOCK, SECURITIES OR INTERESTS SHALL CONTAIN A STATEMENT OF THIS RESTRICTION;

(F) PROVIDE THAT THE BOARD SHALL HAVE THE SOLE AUTHORITY TO DETERMINE THE RATES OR FARES TO BE CHARGED, THE ROUTES TO BE OPERATED AND THE SERVICE TO BE FURNISHED;

(G) SPECIFY THE OBLIGATIONS AND LIABILITIES WHICH ARE TO BE ASSUMED BY THE CONTRACTOR AND THOSE WHICH ARE TO BE THE RESPONSIBILITY OF THE AUTHORITY;

(H) PROVIDE FOR AN ANNUAL AUDIT OF THE BOOKS AND ACCOUNTS OF THE CONTRACTOR BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT TO BE SELECTED BY THE BOARD AND FOR SUCH OTHER AUDITS, EXAMINATIONS AND INVESTIGATIONS OF THE BOOKS AND RECORDS, PROCEDURES AND AFFAIRS OF THE CONTRACTOR AT SUCH TIMES AND IN SUCH MANNER AS THE BOARD SHALL REQUIRE, THE COST OF SUCH AUDITS, EXAMINATIONS AND INVESTIGATIONS TO BE BORNE AS AGREED BY THE PARTIES IN THE OPERATING CONTRACT; AND