

To: James L. App, City Manager
From: Mike Compton, Director of Administrative Services (R)
Subject: Transit Services - Extended Morning Hours
DATE: July 19, 1999

Need:

For the City Council to consider approval of a contract for special transit services with SLOCOG during the Cuesta Grade Improvement Project.

Facts:

1. Caltrans will soon initiate construction of improvements to Hwy 101 over Cuesta Grade.
2. SLOCOG has negotiated with Caltrans to provide five additional buses on CCAT route 9 to mitigate traffic congestion.
3. The five additional buses will be used to provide additional early morning and evening runs between Paso Robles and San Luis Obispo.
4. In order to assist potential commuters to access these additional runs, SLOCOG is desirous of contracting with the City to provide extended morning DAR service on a subscription basis.
5. SLOCOG is prepared to reimburse the City on a direct cost basis at the rate of \$35 per service hour or at a lessor rate if staff can negotiate a reduced rate with its contractor.

Analysis and Conclusions:

During construction, vehicle traffic, particularly during prime commute times, will be negatively impacted. Thus, Caltrans is providing funding for five additional CCAT buses and funding for local agencies to assist in getting potential riders to these additional buses. Since, the City has just initiated extended evening service from 6:00 p.m. to 2:00 a.m., Monday through Saturday, only extended morning service is needed.

As proposed, the extended morning service would be provided on a subscription service basis, wherein a rider must call in the day before to arrange for ride the following day. If no calls are received, no service is provided.

Fiscal Impact:

As noted above, the proposed contract provides reimbursement to the City at the rate of \$35 per service hour. Once service is initiated, the clock will continue running until 7:00 a.m. when normal service begins.

Options:

- a. That the City Council adopt a resolution approving a contract with SLOCOG for transit services; or
- b. Amend, modify or reject any of the options above.

RESOLUTION NO. 99.

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES
APPROVING AN AGREEMENT WITH SAN LUISO OBISPO
COUNCIL OF GOVERNMENTS FOR TRANSIT SERVICES

WHEREAS, the San Luis Obispo Council of Government, the regional planning agency, has been working with the State of California, Department of Transportation to mitigate potential traffic impacts of the Cuesta Grade Improvement Project; and

WHEREAS, one of the mitigation factors to be imposed is the expansion, at Caltrans expense, of CCAT Route 9 by five additional vehicles; and

WHEREAS, in order to improve the effectiveness and attract ridership to CCAT Route 9, SLOCOG is desirous that local transit providers modify their local systems to serve these additional CCAT Route 9 runs to and from San Luis Obispo; and

WHEREAS, SLOCOG, via Caltrans funding, is prepared to reimbursement local transit providers for the cost to modify their local systems to serve these additional CCAT Route 9 runs.

NOW, THEREFORE, BE IT RESOLVED by the City of El Paso de Robles that the agreement with the San Luis Obispo Council of Government, attached herewith, is approved and the Director of Administrative Services is authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 18th day of July, 1999 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Duane J. Picanco, Mayor

ATTEST:

Dennis Fansler, City Clerk

CUESTA GRADE TDM SERVICES AND FUNDING AGREEMENT #TDM PR-1

**CUESTA GRADE TRANSPORTATION DEMAND MANAGEMENT PROGRAM
COOPERATIVE AGREEMENT**

This agreement, entered into on _____, is between the San Luis Obispo Council of Governments, acting as the region's Regional Transportation Planning Agency, referred to herein as "SLOCOG", and the City of Paso Robles, a provider of local transit services, referred to herein as "CITY".

RECITALS

(1) The State of California (herein referred to as STATE) and SLOCOG, pursuant to the Streets and Highways Code Section 114, have entered into a Cooperative Agreement for improvements to a State highway in the County of San Luis Obispo.

(2) The STATE has proposed a project which involves construction of a truck passing lane in each direction on State Highway 101 in the area generally known as the Cuesta Grade from 1.1 miles north of Reservoir Canyon Road to the overhead crossing of the railroad north of the summit, referred to herein as the "PROJECT".

(3) The PROJECT includes a program of Transportation Demand Management (TDM) components, herein referred to as "TDM SERVICES" to reduce traffic congestion in the area of the PROJECT prior to and during construction.

(4) The CITY is willing, in exchange for reimbursement, to provide, maintain and operate additional CITY TDM SERVICES for SLOCOG prior to and during the construction period of the PROJECT.

(5) SLOCOG is willing to reimburse the CITY for the portion of the CITY TDM SERVICES provided by the CITY prior to and during construction of the PROJECT.

(6) SLOCOG's obligation shall not exceed the costs of the CITY TDM SERVICES provided by the CITY as described in Exhibit A "Proposal, Guidelines and Reporting Requirements to Evaluate CITY TDM SERVICES", during the construction of the PROJECT, estimated to take between two and three years for completion.

(7) The parties hereto desire to define herein the terms and conditions under which said CITY TDM SERVICES will be developed, maintained and financed.

SECTION I

THE CITY AGREES:

1. To provide CITY TDM SERVICES commencing no sooner than two (2) months and no later than two (2) weeks prior to, and during the construction period of the PROJECT and according to Exhibit A, attached to and made a part of this Agreement.
2. To designate a representative through whom communications between the CITY and SLOCOG regarding CITY TDM SERVICES shall be channeled.
3. To submit itemized quarterly billings to SLOCOG along with documentation of the services provided as needed to evaluate PROJECT success. Charges shall be limited to the costs incurred in providing CITY TDM SERVICES according to this agreement. Invoices will include actual charges for operation and administration of the CITY TDM SERVICES according to Exhibit

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A, formatted using the invoice format set forth in Exhibit B. The performance report will be submitted according to the example set forth in Exhibit C. Reimbursements shall be in conformance with procedures set forth in the Cost Principles and Procedures, Chapter 1, Part 31, CFR 48 and shall meet reporting requirements of OMB A-133.

4. To submit a final report of expenditures to SLOCOG within 120 days after completion of the PROJECT and/or upon termination of CITY TDM SERVICES, describing the total expenditures, reimbursements requested and received and performance data for CITY TDM SERVICES.
5. To retain or cause to be retained for audit by SLOCOG or other government auditors, for a period of three (3) years from date of final payment, all records relating to CITY TDM SERVICE costs.
6. To collect, retain, and report CITY TDM SERVICES performance data as described in Exhibit A.
7. To be covered by insurance and each accident or injury shall be covered up to \$10,000,000 per occurrence. ~~Vehicle damage insurance must also be in effect during the duration of the Agreement.~~ The CITY staff and its contractor should also be covered by worker's compensation insurance. These insurance policies are to remain in effect during the lifetime of this Agreement

SLOCOG AGREES:

1. To pay for all costs incurred for CITY TDM SERVICES as described in Exhibit A upon receipt and approval of a detailed billing submitted by the CITY no later than sixty (60) days after the receipt of the invoice.
2. To designate a representative through whom all communications between SLOCOG and the CITY shall be channeled.

IT IS MUTUALLY AGREED:

1. All obligations of SLOCOG under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.
2. The total cost reimbursements payable to the CITY under this Agreement will not exceed the amount described in Exhibit A and will be subject to audit verification as to all elements of costs and fees charged. The total may be modified by Amendment to this Agreement.
3. SLOCOG's Project Manager, or delegate, in consultation with the CITY Project Manager, or delegate, shall be responsible for monitoring and evaluating performance of TDM SERVICES according to Exhibit A. Should it be determined that TDM SERVICES are not meeting the performance goals, CITY TDM SERVICES may be reevaluated, revised or terminated.
4. Neither SLOCOG nor any officer or employee thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, THE CITY shall fully defend, indemnify and save harmless SLOCOG, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of any action by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Agreement.
5. Neither the CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reasons of anything done or omitted to be done by SLOCOG under or in connection

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with any work, authority or jurisdiction delegated to SLOCOG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SLOCOG shall defend, indemnify and save harmless the CITY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of any action by SLOCOG under or in connection with any work, authority or jurisdiction delegated to SLOCOG under this Agreement.

- 6. This Agreement may be terminated or provisions contained herein may be altered, changed or amended, in writing, by mutual consent of the parties hereto.
- 7. Should termination of this Agreement occur by mutual consent, SLOCOG will bear one hundred percent (100%) of all CITY TDM SERVICE related costs incurred by the CITY prior to termination.
- 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 9. This Agreement shall terminate upon completion of the construction contract for the PROJECT, or when the monies made available by the STATE for the CITY TDM SERVICES are exhausted, or on December 31, 2002, whichever occurs first, unless modified, in writing, by Amendment to this Agreement.

THE CITY OF PASO ROBLES
1000 Spring Street
Paso Robles, CA 93446

SAN LUIS OBISPO COUNCIL OF GOVERNMENTS
1150 Osos St., Suite 202
San Luis Obispo, CA 93401

By: _____

By: _____
Ronald DeCarli
Executive Director

Date: _____

Date: _____

Approved as to form & procedure

Approved as to form & procedure

By: _____
_____, Legal Counsel

By: _____
Jac Crawford, Legal Counsel

Date: _____

Date: _____

CUESTA GRADE TDM SERVICES AND FUNDING AGREEMENT # TDM PR-1

EXHIBIT A

**Proposals, Guidelines, and Reporting Requirements To Evaluate CITY TDM SERVICES
Provided by The City of Paso Robles**

1. The CITY will provide the following CITY TDM SERVICES: An additional 1.6 hours per day, 254 days per year of transit services to connect transit riders with peak hour regional transit commuter routes, vanpools and carpools.
2. The maximum amount chargeable under this Agreement for CITY TDM SERVICES as described above is \$14,300 for the first year, \$ 14,780 the second year, and \$15,120 the third year, billed at a rate of \$35 per vehicle service hour unless modified by mutual consent. If the PROJECT experiences delays or is accelerated and additional or reduced funding is necessary in SLOCOG's judgment, a properly executed amendment will be entered into.
3. The CITY will provide quarterly passenger counts to SLOCOG within 30 days of the end of each fiscal quarter; ridership data shall be broken out by calendar month and vehicle load data shall be estimated based upon sample counts. A goal of 6 passengers per day, 254 days per year is being sought to connect riders to regional fixed routes during peak periods. Factors that may affect the attainment of this goal shall be considered and every attempt will be made by both parties to eliminate or diminish the effects of these factors such as the cost of fuel, severe weather, total Cuesta Grade closure for extended periods, Central Coast or Central Valley events leading to increased-traffic on the Cuesta Grade, etc. SLOCOG may require modification to components of the CITY TDM SERVICES as needed in seeking to attain the overall goal of reducing traffic over the Cuesta Grade.
4. The CITY will be responsible for the scheduling of services provided, the acquisition of additional vehicles and equipment if needed, and the maintenance of the vehicles provided.
5. Nothing in this agreement shall prevent the CITY from seeking additional funding through other sources to augment the proposed services. Any funding secured specifically for the provision of the CITY TDM SERVICES will not impact or reduce the amount chargeable according to this agreement.

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**Exhibit B
Submitted on or attached to Agency Letterhead**

Date: _____

To: San Luis Obispo Council of Governments 1150 Osos Street, Suite 202 San Luis Obispo, CA 93401	Agency Billing No: Billing Period - from: to:
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Reimbursement for Cuesta Grade TDM funds is claimed pursuant to Cooperative Agreement No. _____ executed/modified on _____

Complete only the columns and rows that apply! These are shown below as unshaded.

	Van Services	Fixed Route Services	Dial-A-Ride Transit	Rideshare Program	Other (GRH, etc.)
AMOUNT AUTHORIZED FOR FISCAL YEAR			\$14,300		
Data for this billing period					
Hours of Transit Operations					
Hourly Rate					
Transit Services Expenses (Hours X Rate)					
Direct Salary Expenses					
Professional Service Expenses					
Direct Marketing Expenses					
Other Expenses					
Administration/Overhead					
TOTAL REIMBURSEMENT REQUESTED THIS BILLING PERIOD					

I certify that the work covered by this invoice has been completed in accordance with approved plan and work program; the costs shown in this invoice are true and correct; and the amount claimed is due and payable in accordance with the terms of the agreement. The attached progress report provides the information needed to evaluate service performance for this billing period.

Contact Name (for questions about this invoice)

Tel. Number

Signature of Authorized Representative

Date

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EXHIBIT C -- CUESTA GRADE TDM SERVICES PERFORMANCE INDICATORS

From: ___/___/___ To: ___/___/___

Project Name:	PROJECT GOAL	BASELINE DATA	DATA THIS PERIOD ¹
CGAT ROUTE 9			
Combined Avg. Daily Passengers - N bound - All leaving before 9:00 a.m.	5,300		
Combined Avg. % Vehicle Load	60%		
Combined Avg. Daily Passengers - S bound - All leaving before 9:00 a.m.	7,900		
Combined Avg. % Vehicle Load	60%		
Combined Avg. Daily Passengers - N bound - All leaving between 3:00 p.m. and 7:00 p.m.	7,900		
Combined Avg. % Vehicle Load	60%		
Combined Avg. Daily Passengers - S bound - All leaving between 3:00 p.m. and 7:00 p.m.	5,300		
Combined Avg. % Vehicle Load	60%		
TOTAL PASSENGERS per report period in above times	26,400		
VAN POOLS			
TOTAL PASSENGERS per report period	8,700		
Combined Avg. Daily Passengers	126		
Combined Avg. % Vehicle Load	60%		
# Van Pool Vehicles Operating	15		
Guaranteed Ride Home Trips Provided	780		
Guaranteed Ride Home Registered	2,600		
LOCAL DIAL-A-RIDE (TDM FUNDED HOURS)			
TOTAL PASSENGERS per report period (Qtr)			
Atascadero	800	0	
Paso Robles	400	0	
Combined Avg. Daily Passengers			
Atascadero	12	0	
Paso Robles	6	0	
Combined Avg. % Vehicle Load	40%		
RIDESHARE PROGRAM ACTIVITIES			
North County New Commuters in Database per Reporting Period (Qtr)	170		

¹ Please attach supplemental data as follows: SLORTA - performance data *per Rt. 9 run - op. costs, riders, fares*; Ride-On - include ridership and number of pass holders *per van*.