

TO: James L. App, City Manager  
FROM: Mike Compton, Director of Administrative Services  
SUBJECT: Memorandum of Understanding - North County Shuttle  
DATE: August 1, 2006

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Needs: For the Council to adopt resolution approving a Memorandum of Understanding (MOU) with the City of Atascadero for implementation and operation of the North County Shuttle (NCS).

Facts:

1. The Council at their June 20, 2006 meeting authorized the implementation of the NCS.
2. The NCS is a new transit service to be provided jointly by the City of Atascadero and City of Paso Robles.
3. The MOU is intended to generally outline the respective needs of each agency and the joint operations of the NCS.

Analysis

and

Conclusion:

Implementation of the NCS was authorized by the Council at their June 20, 2006 must be accompanied by some sort of agreement, contract or other means of formalizing the joint operation of the NCS. The vehicle of choice is a MOU.

The proposed MOU generally identifies the roles and responsibilities of each respective city and how the NCS shall be operated.

Fiscal

Impact:

Except for developing and implementing a marketing plan, there is no additional cost to the City relating to the NCS. Paso already budgets for and incurs the full cost of Route C. Route C will be converted to the Paso "leg" of the North County Shuttle.

Options:

- a. That the Council adopt Resolution No.06 – XXX approving a Memorandum of Understanding with the City of Atascadero for the implementation and operations of the North County Shuttle; or
- b. Amend, modify, or reject the above option.

Proposed Super Loop Route

1.5 hr - 40 mi	PRCATS	320 miles	8 loops	ATAS. SHUTTLE
	<b>SOUTHBOUND</b>			<b>NORTHBOUND</b>
:18	8th & Pine		:00	Paloma
:23	Target			
:28 / :35	<b>TCH / PARK &amp; RIDE</b>		:04	Santa Rosa
:40	6th & Main - Templeton		:07	Curbaril
:45	Santa Cruz / Home Depot		:12	Traffic Way
:47	Del Rio		:15	San Anselmo
:49	San Anselmo		:17	Del Rio
:51	Traffic Way		:19	Santa Cruz / Home Depot
:53	Morro Rd		:21	6th & Main - Temp.
:55	Curbaril		:25 / :33	<b>TCH / PARK &amp; RIDE</b>
:57	Santa Rosa		:38	Target
:00	Paloma		:44	8th & Pine
	<b>NORTHBOUND</b>			<b>15 min.DRIVER BREAK</b>
:04	Santa Rosa		:52 / :05	Cuesta
:07	Curbaril		:10	<b>SOUTHBOUND</b>
				24th & Spring
:12	Traffic Way		:12	14th & Spring
			:15	<b>8th &amp; Pine</b>
:15	San Anselmo		:18	Depart
			:23	Target
:17	Del Rio		:28 / :35	<b>TCH / PARK &amp; RIDE</b>
:19	Santa Cruz / Home Depot		:40	6th & Main - Templeton
:21	6th & Main - Temp.		:45	Santa Cruz / Home Depot
:25 / :33	<b>TCH / PARK &amp; RIDE</b>		:47	Del Rio
:38	Target		:49	San Anselmo
:44	<b>8th &amp; Pine</b>		:51	Traffic Way
	<b>15 min.DRIVER BREAK</b>			
:52 / :05	Cuesta		:53	Morro Rd
:10	24th & Spring		:55	Curbaril
:12	14th & Spring		:57	Santa Rosa
:15	<b>8th &amp; Pine</b>		:00	Paloma

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF ATASCADERO**  
**AND THE CITY OF EL PASO DE ROBLES**

**REGARDING COORDINATION OF A COMBINED FIXED ROUTE TRANSIT SERVICE**

This Memorandum of Understanding (MOU) is entered into between the Cities of Atascadero and El Paso de Robles, for the purpose of defining roles, responsibilities and commitments in conjunction with the implementation of a combined fixed route public transportation service.

**WHEREAS**, both cities currently provide fixed route public transit; and

**WHEREAS**, both fixed route services currently connect at a central location providing for further travel outside their respective communities; and

**WHEREAS**, the cities desires to provide easy access to the public transportation services and eliminate the need to transfer between systems; and

**WHEREAS**, the both cities desire to enhance and increase its ridership and service by improving coordination of public transportation services between the Cities; and

**WHEREAS**, the Cities desire to reduce traffic congestion and encouraging the use of public transportation; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree as follows:

**1. Project Description**

The project will consist of the initiation of regularly-scheduled, fixed-route, intercity bus service between Atascadero and El Paso de Robles. The service will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities.

**2. Agency Cooperation**

Each city will be responsible for service contracting and compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database.

**3. Short Range Transit Plans (SRTP)**

In accordance with the planning regulations and Federal Transit Administration (FTA) guidance, Public Transportation Providers are required to prepare a five (5) year short range transit plan. The cities will work cooperatively to schedule concurrent preparation of their respective plans to maximum service efficiency.

#### **4. Operating Days**

The bus service will operate five days a week, Monday through Friday. Headways will be one hour. Service will not operate on the following Holidays: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.

#### **5. Service Boundaries**

The service will operate between the southerly boundary of Atascadero at the intersection of El Camino Real and Santa Barbara Road and Cuesta College North County Campus in Paso Robles, with stops at intermediate locations. Initial intermediate locations are identified in the attached Exhibit "A".

#### **6. Funding**

The cities of Atascadero and El Paso de Robles shall fund their respective portions of the service.

The primary source of funding for the service will be Federal 5307 and State TDA funds. Both agencies will work cooperatively to pursue federal or state grant opportunities where appropriate.

#### **7. Technical Oversight**

Technical oversight for the project will consist of transit management staff of each of the cities. Staff will develop detailed service plans, routes, schedules, fare distribution and establishment of performance measures.

#### **8. Bus Equipment**

The service will utilize handicapped-accessible transit buses.

#### **9. Fares**

Fares charged by each city shall be equal and determined by currently adopted action of the respective city councils.

#### **10. Fare Distribution**

Fares shall be distributed based upon location of passenger boarding. Passengers boarding in the respective cities shall be credited to that city. Fares collected from passengers boarding in the unincorporated areas shall be divided equally between the two cities.

Transfer fares for northbound passengers shall be credited to Paso Robles and transfer fares for southbound passengers shall be credited to Atascadero.

Fares and passenger counts shall be reconciled monthly.

Should the passenger boarding counts originating at Twin Cities Hospital and immediate area to each respective city not generally be equal in number, the cities agree to meet and develop an alternative fare distribution method.

Distribution of the contribution received from Cuesta College for providing service to their facility shall be received by Paso Robles and distributed on a 50/50 basis between the two agencies.

**11. Marketing**

General, ongoing marketing activities, promotional materials, printed schedules, etc. will be developed jointly by transit management staff.

Development of the initial marketing plan by Transit Marketing and related implementation costs shall be shared equally.

**12. Amendment**

This MOU may be amended by the written consent of all parties.

**13. Claims.**

With respect to claims arising from activities conducted pursuant to the MOU, each party shall be responsible for its own negligence, or that of its employees or agents, but only in the manner and to the extent provided by applicable State laws, and nothing in the MOU shall create any obligation to defend or indemnify the other party. In the event of claims by third parties arising from such activities, the parties will cooperate in defense of such claims.

**14. Termination**

This MOU may be terminated by either party within 90 days upon written notification to the other party.

CITY OF El Paso de ROBLES

CITY OF ATASCADERO

\_\_\_\_\_  
Frank Mecham, Mayor

\_\_\_\_\_  
Tom O'Malley, Mayor

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

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

APPROVE AS TO FORM:

APPROVE AS TO FORM:

\_\_\_\_\_  
City Attorney, City of El Paso de Robles

\_\_\_\_\_  
Patrick L. Enright  
City Attorney, City of Atascadero

RESOLUTION NO. 06 -

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL PASO DE ROBLES  
APPROVING A MEMORANDUM OF UNDERSTANDING  
WITH THE CITY OF ATASCADERO RELATIVE TO THE  
IMPLEMENTATION AND OPERATIONS OF THE  
NORTH COUNTY SHUTTLE

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WHEREAS, the Council authorized the implementation of the North County Shuttle; and

WHEREAS, the implementation and operation of the North County Shuttle is a joint undertaking by the Cities of Atascadero and Paso Robles; and

WHEREAS, it is desirable that the joint undertaking be formalized to generally describe the responsibilities and the operations of the North County Shuttle between our respective cities.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the Memorandum of Understanding attached herewith as Exhibit "A" is approved.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 1<sup>st</sup> day of August 2006 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Frank R. Mecham, Mayor

ATTEST:

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Deborah Robinson, Deputy City Clerk