

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

Needs: For the Council to adopt resolution approving an agreement with the City of Atascadero and North County Cuesta College (Cuesta) for North County Shuttle (NCS) service to their campus.

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. Service to Cuesta by Regional Transit Authority will be terminated as of 9/1/06 in order that Route 9 become more “express”.
4. The NCS will serve Cuesta with hourly service and will be able to provide both ‘just before the hour’ service and ‘just after the hour’ service in order to improve transit opportunities for Cuesta students, faculty and staff.
5. For this improved service, compensation paid to Regional Transit Authority will be paid to Cities of Atascadero and Paso. It will be evenly split between our respective communities.
6. Free fares for qualified Cuesta students will be offered for commutes to and from Cuesta.

Analysis
and
Conclusion:

Implementation of the NCS was authorized by the Council at their June 20, 2006. The NCS included service to Cuesta as a substitute for Route 9 service. The agreement between Cuesta and Regional Transit Authority has been generally modified by removing the Regional Transit Authority and substituting the Cities of Atascadero and Paso.

The agreement generally identifies the roles and responsibilities of each respective city and how Cuesta shall be served. The agreement has been reviewed and approved by Cuesta administrators.

Fiscal
Impact:

The Cities of Atascadero and Paso will be paid \$40,680 for serving Cuesta.. Due the delay in implementing service, this annual amount has been prorated to \$37,290. Further delays in implementing service may require some additional proration.

Cuesta's contribution will be split evenly between the Cities of Atascadero and Paso and represents new reoccurring transit revenues.

Options:

- a. That the Council adopt Resolution No.06 – XXX approving an agreement with North County Cuesta College with the Cities of Atascadero and Paso Robles for the North County Shuttle to provide transit services; or
- b. Amend, modify, or reject the above option.

RESOLUTION NO. 06 -

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES
APPROVING A COOPERATIVE AGREEMENT WITH
SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT
AND THE CITY OF ATASCADERO RELATIVE TO
PROVIDING TRANSIT SERVICES VIA NORTH COUNTY SHUTTLE

WHEREAS, the City Councils of Atascadero and Paso Robles have authorized the implementation of the North County Shuttle; and

WHEREAS, the San Luis Obispo County Community College District desires that the North County Shuttle serve the North County Cuesta campus; and

WHEREAS, the San Luis Obispo County Community College District is willing to compensate the Cities of Atascadero and Paso Robles in exchange for providing service; and

WHEREAS, the service to be provided will include free fares for qualified students to and from the North County Cuesta campus; and

WHEREAS, it is desirable to formalize the service to North County Cuesta campus by adopting a cooperative agreement.

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Frank R. Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

NORTH COUNTY REGIONAL
COOPERATIVE TRANSIT AGREEMENT

THIS AGREEMENT, effective as of August 1, 2006 with the CITY OF PASO ROBLES AND CITY OF ATASCADERO, municipal governments of the County of San Luis Obispo, referred to herein as "Cities" and the SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT, referred to herein as "Cuesta College" is for public transportation services.

RECITALS

WHEREAS, the Cities and Cuesta College intend to mutually finance certain regional public transportation services to serve Cuesta College and desire to specify the terms and conditions under which said transportation services are to be financed; and

Whereas, the Cities have joined together to improve public transportation services in northern San Luis Obispo County; and

Whereas, the Cities have the authority and willingness to contract to provide public transportation services; and

Whereas, Cuesta College has authority to provide transportation services for students pursuant to Education Code section 82305,6; and

Whereas, Cuesta College students and public transportation users will receive mutual benefit from the enhanced public transportation services provided under this agreement.

NOW, THEREFORE, it is agreed as follows:

SECTION I

THE CITIES AGREE:

- (1) To provide necessary public transportation including administration, management and all necessary contract services for serving Cuesta College students, and to bear the expenses thereof. Said services shall generally link the North County transit system operated by the Cities and the Cuesta College North County Campus. More specifically, hourly service shall be provided from 8:00 a.m. to 7:00 p.m. Monday through Friday to the Cuesta College Campus at a bus stop location that is mutually agreeable.

- (2) To provide Cuesta College with periodic reporting of ridership, finances, and other information.

- (3) To provide all marketing materials and services to promote service to Cuesta College including the production of bus schedules and to provide sufficient copies of the bus schedules for distribution to Cuesta College students, faculty and staff.
- (4) To provide public transportation services at no charge to Cuesta College students with valid identification.
- (5) To bill Cuesta College for its annual financial contribution in quarterly installments.

SECTION II

CUESTA COLLEGE AGREES:

- (1) To deposit with the City of Paso Robles on the behalf of the Cities within thirty (30) days of billing thereafter, an amount representing Cuesta College's financial contribution.
- (2) To provide transit information at convenient locations around Cuesta College campuses and disseminate bus schedules and other pertinent marketing materials, as may be mutually agreed upon, to students, staff and faculty.
- (3) To provide reasonable access to restroom and snack facilities during regular operational hours for transit bus drivers breaks while providing public transportation services at Cuesta College.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

- (1) All obligations of the Cities under the terms of this agreement are subject to the availability of resources through the Transportation Development Act.
- (2) If termination of this agreement is by mutual consent, Cities and Cuesta College will bear all costs incurred prior to termination on a proportional basis.
- (3) No amendment to this agreement shall be made without the written consent of both the Cities and Cuesta College.
- (4) This agreement shall be deemed effective as to those parties executing this agreement upon their execution of the agreement.
- (5) This agreement shall continue in full force and effect until canceled by either the Cities or Cuesta College.

(6) Cuesta College shall compensate the Cities, the financial contribution, beginning August 1, 2006 and ending June 30, 2007 in the amount of \$37,290 or prorated further should service start up be delayed beyond August 1, 2006.

(7) For the fiscal year beginning July 1, 2007, the financial contribution shall be set at \$40,680. Annually thereafter, all parties agree to consult regarding any inflationary adjustment. In no event shall an inflationary adjustment exceed the annual increase in the Consumer Price Index for 'Urban Wage Earners and Clerical Workers' for the twelve month period ending April 30th as published by the Bureau of Labor Statistics for the 'the San Francisco-Oakland-San Jose' region. If said index is no longer published or otherwise available, a reasonable substitute shall be used.

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

By _____ Date _____
President

CITY OF EL PASO DE ROBLES

By _____ Date _____
Mayor

CITY OF ATASCADERO

By _____ Date _____
Mayor