

TO: James L. App, City Manager
FROM: Jim Throop, Administrative Services Director
SUBJECT: Transit - Agreement with Cuesta College
DATE: July 5, 2011

NEEDS: For the City Council to approve the Cooperative Transit Agreement among the City, the City of Atascadero, the San Luis Obispo Regional Transit Authority, and North County Cuesta College (Cuesta).

- FACTS:**
1. The Council at their February 15, 2011 meeting approved changes to the transit system, including the discontinuation of the North County Shuttle
 2. The Cuesta campus in Paso Robles will continue to be served by the new Paso Express Route "C", with connections to other transit services in the north county.
 3. The San Luis Obispo County Community College District compensates transit services for transit rides to Cuesta students and staff.
 4. The Cities of Paso Robles and Atascadero and the RTA are willing to honor valid Cuesta ID cards in lieu of cash fares for transit rides in the North County.

**ANALYSIS &
CONCLUSION:**

The 2006 agreement with Cuesta for the transit fare subsidy has been modified to include the Regional Transit Authority. There are few other changes to the original terms of the agreement.

**FISCAL
IMPACT:**

None.

- Options:**
- A. That the City Council adopt resolution 12-XXX, approving the Cooperative Agreement with Cuesta, Atascadero and the RTA, or
 - B. Amend, modify, or reject the above option.

Attachment: Resolution
Agreement

RESOLUTION NO. 11-xxx

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING THE COOPERATIVE SERVICES AGREEMENT AMONG TRANSIT
PROVIDERS IN THE NORTH COUNTY.**

WHEREAS, the San Luis Obispo County Community College district provides a subsidy in exchange for free-fare transit rides to staff and students; and

WHEREAS, a Cooperative Transit Agreement between Cuesta and the agencies receiving the subsidy was originally adopted in August, 2006, and

WHEREAS, changes to transit systems approved by the City Councils of Paso Robles and Atascadero, and inclusion of the RTA in providing fare-free rides to Cuesta Students and staff warrant the adoption of a new agreement,

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the new Cooperative Services Agreement with Cuesta is approved.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 5th day of July 2011 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

NORTH COUNTY REGIONAL
COOPERATIVE TRANSIT AGREEMENT

THIS AGREEMENT, effective as of July 1, 2011 with the CITY OF PASO ROBLES, and CITY OF ATASCADERO, municipal governments of the County of San Luis Obispo, referred to herein as “Cities”, the SAN LUIS OBISPO COUNTY REGIONAL TRANSIT AUTHORITY, referred to herein as “RTA”, and the SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT, referred to herein as “Cuesta College” is for public transportation services.

RECITALS

Whereas, the Cities, RTA and Cuesta College intend to mutually finance certain 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 and RTA have agreed to expand public transportation opportunities services for Cuesta College riders in northern San Luis Obispo County; and

Whereas, the Cities and RTA 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 expanded public transportation services provided under this agreement,

NOW, THEREFORE, it is agreed as follows:

SECTION I

THE CITIES AND RTA 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 systems operated by the Cities and RTA and the Cuesta College North County Campus. More specifically, hourly service shall be provided between 8:00 a.m. and 7:00 p.m., Monday through Friday, to the Cuesta College North County Campus at the existing bus stop location, an/or a new or additional bus stop location that is mutually agreeable.

- (2) To provide Cuesta College with reporting of ridership, finances, and other information, upon request.
- (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, RTA 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 the Cities, RTA, 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 and RTA, with financial contribution, in the amount of \$40,680 annually. 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.
- (7) This agreement supersedes the previous Cooperative Transit Agreement of August 1, 2006.

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

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

By _____ Date _____
 Board President