

TO: James L. App, City Manager

FROM: Jim Throop, Administrative Services Director

**SUBJECT: North County Transit Service Consolidation Agreement**

DATE: January 21, 2014

---

**NEEDS:** For City Council to consider approval of an Agreement with the San Luis Obispo Regional Transit Authority (SLORTA) consolidating the City's public transit services.

**FACTS:**

1. The North County Transit Plan (NCTP) of 2012, initiated by the San Luis Obispo Council of Governments (SLOCOG), recommended the consolidation of Fixed-Route transit services in Paso Robles and Atascadero, and Dial-A-Ride services in Paso Robles, under the administration of SLORTA.
2. Consolidation is expected to maintain the current level of transit service in the North County, while reducing costs by approximately \$325,000 annually. Savings would be shared between the cities of Paso Robles and Atascadero.
3. The City Council, at its April 3, 2012 meeting, approved the NCTP in concept.
4. The City Council subsequently approved a term sheet to have SLORTA assume City transit operations.
5. Staff from SLORTA and the City have drafted the proposed "Agreement for Provision of Paso Robles Transit Services by San Luis Obispo Regional Transit Authority.
6. The agreement provides for SLORTA to become the operator of the Paso Robles Public Transit system upon the later of June 1, 2014 or the completion of the transfer of all of the City' transit system's assets.
7. Savings from the consolidation, typically TDA funds, would be used by the City for other transit projects, including road maintenance, bike paths, pedestrian trails, etc.

**ANALYSIS &**

**CONCLUSION:** The 2012 North County Transit plan recommends the merger of all north county public transit systems into one regional system. The proposed agreement between the City and SLORTA provides for SLORTA to take over all responsibilities for the operation of City public transit services, Paso Express.

The City would transfer all of its transit equipment and facilities, such as bus shelters, to SLORTA and any remaining 2013-14 Transportation Development Act (TDA) funds not needed for transit improvements.. SLORTA would initially operate the City transit services in accordance with its current schedule and routes. In future years, any TDA funds not required by SLORTA to provide City transit services would be paid to the City for its discretionary use in other transit related projects. These projects could range from maintenance of the north county transit center, to road maintenance, bike path or trail maintenance or other transit related projects.

The proposed agreement also provides that the City's current Transit Coordinator would become an employee of SLORTA in a comparable position for both skills and salary/benefits.

In addition, the City will work with SLORTA to develop a lease of the City transit center building to SLORTA for its use as a north county office.

**FISCAL**

**IMPACT:**

The City will cease to be a provider of public transit after the proposed merger. This does not save money from the City's General Fund as Transit operations were funded solely from State/Federal transit funds.

However, there will be some General Fund savings in non-transit staff time, as the Director of Administrative Services will no longer need to oversee transit operations. There will also be some minimal savings in financial services staff who assisted in accounts payable and receivable for the transit system.

Projected annual TDA funds available to the City after covering SLORTA's operational expenses for City transit operations is predicted to be between \$100,000 to \$300,000, depending on State/Federal funding levels.

**OPTIONS:**

A. Adopt resolution 14-xxx, approving the Agreement for Provision of Paso Robles Transit Services by San Luis Obispo Regional Transit Authority and authorizing the City Manager to execute the agreement; or

B. Amend, modify, or reject the above option.

Attachments:

#1 Resolution

#2 Agreement for Provision of Paso Robles Transit Services by San Luis Obispo Regional Transit Authority

RESOLUTION NO. 14-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES  
APPROVING AND AUTHORIZING THE EXECUTION OF AN  
AGREEMENT FOR THE PROVISION OF PASO ROBLES TRANSIT SERVICES BY SAN LUIS  
OBISPO REGIONAL TRANSIT AUTHORITY

---

WHEREAS, the City has been responsible for providing local transit and transportation services within the City; and

WHEREAS, the San Luis Obispo Regional Transit Authority (“SLORTA”), a joint powers authority, has been responsible for providing regional transit and other regional transportation services in San Luis Obispo County other than the City; and

WHEREAS, the City and SLORTA believe that it would be more cost-effective and efficient to have SLORTA provide the transit services currently being provided by the City; and

WHEREAS, SLORTA is willing to provide such services in exchange for the transfer of all of the City’s transit assets and liabilities, including the right to claim a portion of the City’s allocation of Transportation Development Act (TDA) funds to pay for the costs of operating transit services within the City;

NOW THEREFORE BE IT RESOLVED, AS FOLLOWS:

Section 1. The City Council hereby approves the “Agreement for Provision of Paso Robles Transit Services by San Luis Obispo Regional Transit Authority” (the “Transit Agreement”), in substantially the form attached hereto as Exhibit A and incorporated herein by reference, subject to any technical, clarifying or minor changes as deemed appropriate or necessary by the City Attorney and City Manager, and hereby authorizes the City Manager to execute the Transit Agreement on behalf of the City.

Section 2. The approval of the Transit Agreement does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 21<sup>st</sup> day of January, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Duane Picanco, Mayor

---

Caryn Jackson, Deputy City Clerk

EXHIBIT A

**AGREEMENT FOR  
PROVISION OF PASO ROBLES TRANSIT SERVICES BY SAN LUIS OBISPO  
REGIONAL TRANSIT AUTHORITY**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") OF PASO ROBLES, a municipal corporation (hereinafter referred to as "CITY") and the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY, a joint powers authority (hereinafter referred to as "RTA").

**WITNESSETH:**

**WHEREAS**, CITY has been responsible for local transit and other local transportation services within and immediately adjacent to the incorporated areas of the City not considered part of the regional transportation system; and

**WHEREAS**, CITY is the direct recipient of Transportation Development Act (TDA) funds, which is comprised of Local Transportation Funds (LTF) and State Transit Assistance (STA) funds; and

**WHEREAS**, CITY is projected to receive a total of \$1,431,580 in TDA funds in fiscal year 2013-14; and

**WHEREAS**, in fiscal year 2013-14, CITY budgeted \$778,434 of its TDA allocation for local public transit services and \$349,842 of its TDA allocation for regional RTA transit services. The remaining TDA funds held by the City are needed to meet local bicycle, pedestrian and streets/roads needs; and

**WHEREAS**, CITY desires to have its local public transit services provided by RTA to take advantage of efficiencies and cost-savings that result from such consolidation; and

**WHEREAS**, RTA is responsible for regional transit and other regional transportation services, and is deemed trained, experienced, expert and competent to perform such services on behalf of CITY; and

**WHEREAS**, RTA is presently providing similar coordinated/consolidated services to South County Transit and to the County of San Luis Obispo; and

**WHEREAS**, said agreements have been beneficial to RTA, South County Transit, and the County of San Luis Obispo; and

**WHEREAS**, CITY desires to cease direct management of local public transit services within CITY limits.

**NOW THEREFORE**, the parties do mutually agree as follows:

## EXHIBIT A

1. Recitals. All recitals are true and correct and are hereby incorporated by reference.
2. Transfer of All Future Transit Obligations. CITY shall continue to provide all City Transit Services until the Closing Date (as defined in Section 8 below). As of the Closing Date and as set forth in this Agreement, CITY shall transfer to RTA all responsibilities and obligations for providing local public transit services ("City Transit Services"). RTA initially will operate all City Transit Services in accordance with the recommendations in the May 2012 North County Transit Plan.
3. Scope of Services. Pursuant to this Agreement, RTA shall provide to CITY the services identified in the "Scope of City Transit Services," attached hereto as Attachment "A" and incorporated herein by reference.
4. Compensation. Subject to the conditions set forth in this Section 4, beginning with the 2014-2015 fiscal year, CITY shall permit RTA to directly submit an annual TDA claim to the San Luis Obispo Council of Governments ("SLOCOG") for City Transit Services, which sum shall not exceed RTA's actual cost of operating said services and shall be calculated in the following manner: By March 1 of each year during the Term of this Agreement, RTA shall submit to the City Administrative Services Director a detailed proposal to provide the City Transit Services identified in Attachment "A" for the upcoming fiscal year and an anticipated amount of compensation for providing the City Transit Services for the subsequent fiscal year. The City Administrative Services Director shall review and either provide written consent to RTA's proposal for the upcoming fiscal year, including the service level and amount of compensation, by April 1 or determine that the proposal is unsatisfactory or economically infeasible, and state the reasons for such finding. If the Administrative Services Director does not approve RTA's proposal, the matter shall be placed on the agenda of the next City Council and RTA Board of Directors meeting for their consideration and resolution. CITY shall annually authorize SLOCOG, in writing, to pay RTA the agreed-upon amount of compensation from the City's allocation of TDA monies. RTA will be responsible for annually submitting a claim for the agreed-upon amount of TDA monies to SLOCOG during the term of this Agreement for deposit of TDA monies directly into RTA's account. RTA shall account for the CITY's allocation of TDA monies and expenditures for City Transit Services separately from all other monies received and expended.
5. Transfer of Funds. Any fully-funded but not yet completed CITY transit projects that remain as of the Closing Date will be completed by CITY using transit funds in its possession. RTA will provide technical assistance as may be requested by CITY. CITY agrees to transfer to RTA all uncommitted TDA monies remaining in CITY's transit fund at the Closing Date of this Agreement. RTA will use these monies only to fund CITY Transit Services and will account for the use of these monies separately. This shall be a one-time transfer.

## EXHIBIT A

6. Transfer of Assets. Subject to the terms of this Agreement, prior to the Closing Date, CITY shall assign, convey and transfer to RTA, and RTA shall accept from CITY, the Assets to be Transferred to RTA, attached hereto as Attachment "B," and incorporated herein by reference. RTA agrees to assume and become responsible for, all of the Assets upon such transfer. CITY shall take all actions and execute all necessary documents to transfer all of CITY's right, title and interest in the Assets to RTA, including transfers of registrations and assignments of contracts, warranties, permits and licenses.
7. "As-Is" Transfer. Except as specifically stated in this Agreement or in any document of conveyance of any Asset, CITY is not making nor has made, nor shall CITY be deemed to make or have made, any express or implied representation or warranty of any kind or nature as to the Assets, including the physical condition or safety thereof. RTA hereby acknowledges that the Assets will be transferred to RTA, and RTA will acquire the same in an "AS-IS" "WHERE-IS" and "WITH ALL FAULTS" condition and that CITY has made no representations or warranties , express or implied, in connection with the transfer of the Assets.
8. Term of Agreement. This City Transit Services to be provided under this Agreement shall commence on the later to occur of (i) June 1, 2014 or (ii) the conveyance of all Assets to RTA (the "Closing Date"), and the Agreement shall continue for a period of ten (10) years, unless terminated earlier as provided herein, or extended by mutual agreement of the parties in writing.
9. Lease of City Property. RTA and CITY shall meet and confer to determine if the Paso Robles Train Station facilities and/or any other City property would be appropriate and adequate for RTA's administrative and parking needs. If the parties are able to reach mutually agreeable terms, a separate lease shall be executed by the parties for the use of such City property.
10. Default and Remedies.
  - A. Default Prior to Closing Date. A party shall be deemed to be in default under this Agreement if it fails to comply with or perform any covenant, agreement or obligation required on its part as required in this Agreement prior to the Closing Date, provided however that neither party shall be considered to be in default under this Agreement to the extent the applicable failure was caused by the other party. In the event of a default, the non-defaulting party shall notify the other party in writing of the default. If the party in default fails to cure its default within ten (10) business days after receipt of the default notice or to commence to cure to cure any default that is incapable of being cured within such ten (10) business day period and thereafter diligently prosecute such cure to completion, then the sole remedy for the non-defaulting party shall either be to (i) terminate this Agreement; or (ii) seek specific performance.

## EXHIBIT A

- B. Default After Closing Date. After the Closing Date, if a party fails to comply with or perform under this Agreement, the non-defaulting party shall notify the defaulting party in writing. Except to the extent that the breach was caused by the other party, if the defaulting party fails to cure such default within ten (10) business days after notice, or to commence to cure any default incapable of cure within such ten (10) business day period and thereafter diligently prosecute such cure to completion, as the non-defaulting party's sole and exclusive remedies (except for any right of the non-defaulting party to indemnification or defense provided in this Agreement, or the provisions providing for payment of attorneys' fees in the event of a dispute), City may seek specific performance and/or the recovery of direct actual damages incurred by City to the extent caused by the other party's post-closing default.
11. Modification. This Agreement, together with Attachment "A," ("Scope of City Transit Services") and Attachment "B" ("Assets to be Transferred to RTA") constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.
  12. Non-Assignment of Agreement. Inasmuch as this Agreement is intended to transfer all City Transit Services to RTA, RTA shall not assign, transfer, delegate, or sublet this Agreement or any interest herein without the prior written consent of the CITY Administrative Services Director, and any such assignment, transfer, delegation, or sublet without CITY's prior written consent shall be considered null and void.
  13. Responsibility for Assets. Subject to the provisions of this Agreement, RTA shall assume financial responsibility for funding ongoing costs of maintaining, repairing, and replacing Assets, and shall secure and provide access to additional vehicles, equipment, machinery, spare parts and other items to support current and future City Transit Services.
  14. Governing Law. The validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
  15. Enforceability. The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions. In the event a dispute arises under this Agreement, the prevailing party in such dispute shall be awarded all costs and expenses, including court costs and reasonable attorneys' fees.
  16. Additional Employees. RTA agrees that it will need two additional employees to provide City Transit Services pursuant to this Agreement: a Special Projects Coordinator and a Road Supervisor. RTA agrees that it will hire the City's



## EXHIBIT A

current Transit Services Coordinator to fill the position of an RTA Administrative Services Officer, at the substantially equivalent wage and benefits levels provided by CITY, and according to RTA human resource policies and procedures, since the roles and responsibilities of both positions are similar. RTA shall use its existing procedures to fill the Road Supervisor position.

17. Warranty of RTA. RTA warrants that it is properly certified and licensed under the laws and regulations of the State of California to provide the services herein agreed to and that it has or will have the necessary personnel to perform all of its obligations hereunder.
18. Conflicts of Interest. No officer, employee, director or agent of CITY shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

No officer, employee, director or agent of RTA shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested, no shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

19. Indemnification. RTA shall defend, indemnify and hold harmless CITY, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including RTA, and that arise out of, or are related any act or omission of RTA relating to this Agreement. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the CITY, its officers and employees.
20. Insurance Requirements. RTA, at its sole cost, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. All of the insurance companies providing insurance for RTA shall have, and provide evidence of, an A.M. Best & Co. rating of A:VII or above, unless an exception is granted by CITY's Administrative Services Director. Further, all policies shall be maintained for the full Term of this Agreement and related warranty period if applicable.

### A. Scope and Limits of Required Insurance Policies

#### 1) Commercial General Liability

Policy shall include coverage at least as broad as set forth in Insurance Services Office Commercial General Liability Coverage



## EXHIBIT A

(CG 00 01) with policy limits of not less than \$5 (five) million dollars combined single limit per occurrence. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- a) The CITY, its officers and employees, are named as additional insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b) The insurance provided herein shall be considered primary coverage to the CITY with respect to any insurance or self-insured retention maintained by the CITY. Further, the CITY's insurance shall be considered excess insurance only and shall not be called upon to contribute to this insurance.
- c) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the CITY Administrative Services Director.

### 2) Business Automobile Policy

Policy shall include coverage at least as broad as set forth in the liability section of Insurance Services Office Business Auto Coverage (CA 00 010) with policy limits of no less than \$5 (five) million dollars combined single limit for each occurrence. Said insurance shall include coverage for owned, non-owned, and hired vehicles. Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- a) The CITY, its officers and employees, is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement
- b) The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the CITY Administrative Services Director.

### 3) Worker's Compensation / Employer's Liability Insurance

- a) Worker's Compensation: policy shall provide statutory limits as required by State of California/ Policy shall be endorsed with the following specific language or contain equivalent language in the policy:

## EXHIBIT A

- i. RTA and its insurer shall waive all rights of subrogation against the CITY, its officers and employees for workers' compensation losses arising out of this Agreement.
  - ii. The policy shall not be cancelled or materially changed without first giving thirty days prior written notice to the CITY Administrative Services Director.
- b) Employer's Liability: policy shall provide \$1 million dollars per accident for bodily injury or disease.

### B. Deductibles and Self-Insurance Retentions

All deductibles and/or self-insured retentions which apply to the insurance policies required herein will be declared in writing and approved by CITY prior to commencement of this Agreement.

### C. Documentation

Prior to the Closing Date and annually thereafter for the term of this Agreement, RTA will provide the CITY Administrative Services Director properly executed certificates of insurance clearly evidencing the coverage, limits, and endorsements specified in this Agreement. Further, at the CITY's request, the RTA shall provide certified copies of the insurance policies within thirty days of request.

### D. Absence of Insurance Coverage

CITY may direct RTA to immediately cease all activities with respect to this Agreement if it determines that RTA fails to carry, in full force and effect, all insurance policies with coverage levels at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered RTA's delay and expense.

21. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, and shall be sent by certified or registered mail to:

CITY:

City of Paso Robles  
Department of Administrative Services  
1000 Spring Street  
Paso Robles, California 93446

## EXHIBIT A

RTA:

SLO Regional Transit Authority  
179 Cross St, Suite A  
San Luis Obispo, California 93401

22. Progress Reports. Upon request of the City, RTA shall provide brief progress reports regarding its provision of City Transit Services, which may include information on ridership, any suggested future changes in service, expenditures, etc.

***Signatures on following page***

## EXHIBIT A

**IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto, upon the date first above written.**

CITY	RTA
ATTEST:	ATTEST:
<div>Dennis Fansler, City Clerk of The City of Paso Robles</div> <div>[SEAL]</div>	<div>Executive Director San Luis Obispo Regional Transit Authority</div>
APPROVED AS TO FORM AND LEGAL EFFECT: Iris P. Yang City Attorney	APPROVED AS TO FORM AND LEGAL EFFECT: RITA NEAL County Counsel
By: _____ Iris P. Yang	By: _____ Assistant County Counsel
Date: _____	Date: _____
CITY:	REGIONAL TRANSIT AUTHORITY:
<div>Duane Picanco, Mayor City of Paso Robles</div>	<div>President San Luis Obispo Regional Transit Authority Board of Directors</div>
Date: _____	Date: _____

## EXHIBIT A

### **ATTACHMENT “A” SCOPE OF CITY TRANSIT SERVICES**

City Transit Services to be administered and operated by RTA shall include local public transit services in the incorporated and adjacent areas of the City of Paso Robles and not considered part of the RTA regional transportation system.

The intent of the agreement is for RTA to operate the City of Paso Robles' local public transit services. In exchange, RTA will serve as the direct recipient of all transit-specific Transportation Development Act (TDA) funds allocated to CITY, and will seek available Federal Transit Administration (FTA) funds to partially fund local public transit services. The following list of services is not meant to be all inclusive:

#### **RTA-PROVIDED TRANSIT VEHICLE, MANAGEMENT, ADMINISTRATIVE, FINANCIAL SERVICES**

1. Initially operate local public transit services as recommended in the May 2012 North County Transit Plan. During the Term of the Agreement, services may be modified as may be agreed upon by the City of Paso Robles and RTA.
2. Provide data collection, reconciling and monitoring of local public transit services to appropriate transportation monitoring agencies including, but not limited to the San Luis Obispo Council of Governments (SLOCOG), the FTA, and the State of California.
3. Provide route analysis for effectiveness and efficiency and report to CITY on an as-needed basis.
4. Monitor system-wide on-time performance
5. Assist SLOCOG in the development and implementation of future Short Range Transit Plans.
6. Attend meetings with CITY as needed to address local public transit issues as they arise. Cooperate with and participate in regularly scheduled and/or focused planning sessions with CITY and other relevant transit agencies that may be scheduled to address and coordinate regional transit needs and services. RTA shall make available to City information reasonably requested regarding the City Transit Services from time to time, including information about ridership, funding and revenues, and proposed changes to schedules, destinations, routes, stops and/or fares, if any.
7. Prepare annual budget for local public transit services.
8. Prepare and administer annual TDA claim.

Attachment A

-2-

## EXHIBIT A

9. Prepare and submit annual State Controller's Report.
10. Coordinate and conduct all audits/reviews, including the annual TDA fiscal and compliance audit, the FTA Triennial Review, and the TDA Triennial Audit.
11. Develop and submit grant applications to fund local public transit services, including the purchase of vehicles and equipment that will be owned by RTA and used to provide local public transit services in the CITY.
12. All financial and budgetary reports outlined herein shall provide sufficient detail so as to report CITY transportation services separately from all other RTA regional transportation services.
13. Provide bus stop maintenance for local and regional transit bus stops in CITY, as shown on Attachment B, City Assets to be Transferred to RTA.

Attachment A

-3-

# EXHIBIT A

## ATTACHMENT "B" ASSETS TO BE TRANSFERRED TO RTA

The following list of CITY-owned vehicles and equipment will be transferred on an as-is, where-is basis on the Closing Date of this Agreement.

Attachment 1

### List of Paso Express bus stops and amenities

Bus Stop Location	Amenities at bus stop			
	Shelter	Bench	Trash Can	Signage
Spring @ 34th (westside)	x	x	x	x
Spring @ 34th (eastside)	x	x	x	x
Spring @ 32nd (westside)	x	x	x	x
Spring @ 32nd (eastside)	x	x	x	x
Spring @ 30th (westside)	x	x	x	x
Spring @ 30th (eastside)	x	x	x	x
Spring @ 28th (eastside)				x
Spring @ 28th (westside)	x	x	x	x
28th & Park (Chet Dotter housing)	x	x	x	x
Spring @ 26th (westside)				x
Spring @ 24th (eastside)				x
Spring @ 24th (westside)				x
Spring s/o 24th (westside)	x	x	x	x
Ysabel @ Adelaide Motel				x
Riverside north of 24th (Taco Bell)				x
Riverside @ Event Center				x
Riverside @ 20th @ crosswalk				x
Riverside @ 19th				x
Riverside @ 17th				x
Riverside @ 15th (eastside)				x
Creston @ Shannon Hill				x
Creston @ Capitol Hill				x
Creston @ Walnut	x	x	x	x
Creston @ Bolen		x	x	x
Creston @ Daniel Lewis (northside)				x
Creston @ Daniel Lewis School (southside)				x
Creston @ Vons Center	x	x	x	x
Creston @ Melody				x
Creston @ Oak Meadows				x
Creston @ Winifred Pifer School				x
Creston @ Food 4 Less	x	x	x	x
Creston @ Creston Village (westside)	x	x	x	x
Sherwood @ Creston		x		x
Sherwood @ Quail Run	x	x	x	x
Airport @ Scott (eastside)		x		x
Scott @ Airport (westside)				x
Scott @ Larkellen	x	x	x	x
Scott @ Westfield (northside)	x	x	x	x
Scott @ Westfield (southside)		x	x	x
Scott Street @ Senior Center	x	x	x	x
Scott Street @ Via Ramona				x
Creston @ Myrtlewood (One Stop Market)				x
Stoney Creek @ Apartments (northside)	x	x	x	x
Stoney Creek @ Apartments (southside)	x	x	x	x
Rambouillet @ Torrey Pines (eastside)				
Rambouillet @ Torrey Pines (westside)				x
Rambouillet @ Nicklaus (eastside)				x
Rambouillet @ Nicklaus (westside)				x
Rambouillet @ Wade (eastside)				x

Attachment B

-2-





# EXHIBIT A

Attachment 1

## List of Paso Express bus stops and amenities

Bus Stop Location	Amenities at bus stop			
	Shelter	Bench	Trash Can	Signage
Rambouillet @ Wade (westside)				x
Niblick @ PR High School	x	x	x	x
Niblick @ Liberty High School(southside)	x	x	x	x
Niblick @ McDonald's	x	x	x	x
Niblick @ Albertson's Center	x	x	x	x
Nicklaus Drive and Oak Hill Road	x	x	x	x
1st and Oak		x		x
Oak & 2nd				x
Spring @ 2nd				x
Spring @ 4th	x	x	x	x
Spring @ 5th (eastide)		x	x	x
Park @ 6th (Robbins Field)				
8TH AND PINE Street	x	x	x	x
Spring @ 10th (Library)	x	x	x	x
Spring @ 10th (Paso Robles Inn)	x	x	x	x
Spring @ 12th (westside)		x	x	x
Spring @ 14th	x	x	x	x
Spring @ 15th (westside)	x	x	x	x
Spring @ 17th				x
Spring @ 20th	x	x	x	x
Spring @ 21st (eastide)	x	x	x	x
Spring @ 21st (westside)	x	x	x	x
Theater Drive @ Target shopping center (west)	x	x	x	x
Theatre Drive and Rancho Paso				x
Cuesta College North County campus	x	x	x	x
Dallons drive @ Golden Hill road	x	x	x	x

 = Inactive stop  
 = Non-standard shelter

Attachment B

-3-

82472.01007/8509396.5

# EXHIBIT A

Attachment 2

## PASO EXPRESS TRANSIT VEHICLE ROSTER

City ID#	Type of Service:	Pass. Seats	Year	Make	Model	Fuel Type	Veh. Lic #	VIN	Mileage as of 7/1/13
14	Paso Express - Fixed Route/DAR	21	2002	Ford E-450	El Dorado	Diesel	909550	1FDWE45F82HA61290	222,318
21	Paso Express- Fixed Route	29	2007	Chevrolet	El Dorado	Diesel	1258079	1GBG5V19X7F421455	161,367
22	Paso Express- Fixed Route	29	2007	Chevrolet	El Dorado	Diesel	1258078	1GBG5V1997F421270	141,220
23	Paso Express- Fixed Route	29	2009	Chevrolet	El Dorado	Diesel	1322217	1GBG5V1939F406668	109,251
24	Paso Express- Fixed Route	29	2012	Ford SD	El Dorado	Diesel	1396051	1FDUF56T9CEA43719	8,392
25	Paso Express- Fixed Route	29	2013	Int'l	El Dorado	Diesel	1370733	5WEASAAM3DH361877	3,519
26	Paso Express- Fixed Route	29	2013	Int'l	El Dorado	Diesel	1370732	5WEASAAM5DH361878	3,181
27	Paso Express- Fixed Route	29	2013	Int'l	El Dorado	Diesel	1370734	5WEASAAM7DH361879	4,192
28	Paso Express- Fixed Route	29	2013	Int'l	El Dorado	Diesel	1370735	5WEASAAM3DH361880	2,573
29	Paso Express - Dial -A-Ride	4	2013	Dodge	Braun Entrevan	Gasoline	1409585	2C4RDGBG8DR787211	2,000
30	Paso Express - Dial-A-Ride	4	2013	Dodge	Braun Entrevan	Gasoline	1409326	2C4RDGBGXDR787212	2,000

Attachment B

-4-

82472.01007\8509396.5

# EXHIBIT A

## Attachment 3

	<u>Date</u>	<u>Asset</u>	<u>Life</u>	<u>Depr.</u>	<u>Depr.</u>	<u>Accum.</u>	<u>Accum.</u>
	<u>Acquired</u>	<u>Value</u>	<u>Yrs.</u>	<u>Amount</u>	<u>EXPENSE</u>	<u>sp.-Pr. Yr</u>	<u>Dep.-Cur. Yr.</u>
Bus Shelters (7)	6/29/1994	25,871.00	20	1,293.55	1,293.55	19,403.25	20,696.80
Bus Shelters (8)	3/29/1995	29,566.88	20	1,478.34	1,478.34	21,066.40	22,544.74
Bus Shelters ARRA Grant Funded	6/29/2008	21,142.48	20	1,057.12	1,057.12	1,057.12	2,114.24

## Attachment B