Atascadero City Council

Agenda Report – Public Works Department

Atascadero Transit Fixed Route Service
Cuesta College Subsidized Ridership

RECOMMENDATIONS:

Council:

1. Adopt a Memorandum of Understanding (MOU) between the City of Atascadero, the City of El Paso de Robles and the San Luis Obispo Regional Transit Authority (SLORTA) regarding coordination of fixed route transit services and Cuesta College subsidized ridership; and,
2. Adopt a North County Regional Cooperative Transit Agreement between the City of Atascadero, the City of El Paso de Robles, the San Luis Obispo Regional Transit Authority and the San Luis Obispo County Community College District (Cuesta College).

DISCUSSION:

This MOU is per the Atascadero Transit update and discussion given to City Council on April 26, 2011. The current MOU, in effect since 2006 between the City of Atascadero and Paso de Robles, provides for a 50/50 split of the subsidy between the cities. The revised MOU, now including SLORTA, establishes distribution of the subsidy based upon percentage of rides provided by each agency.

The North County Regional Cooperative Transit Agreement formalizes the level of service, marketing and accounting associated with the subsidy.

While the Agreement specifically requires free rides during weekdays only, all agencies have agreed to honor the pass during all operating times.

FISCAL IMPACT:

The City of Atascadero currently receives a predetermined amount of $20,400 per year from Cuesta College to provide free transportation to students. It is anticipated that, due to the elimination of the North County Shuttle service and the inclusion of SLORTA in
the subsidy agreement, revenue could drop 75% or more. The anticipated drop in revenue was factored into the fare increases approved at the April, 2011 City Council meeting.

ATTACHMENTS:

A - Memorandum of Understanding
B – North County Regional Cooperative Transit Agreement
MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF ATASCADERO
THE CITY OF EL PASO DE ROBLES
AND THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

REGARDING COORDINATION OF FIXED ROUTE TRANSIT SERVICES AND CUESTA COLLEGE SUBSIDIZED RIDERSHIP

Cities of Atascadero and El Paso de Robles, and the San Luis Obispo Regional Transit Authority (RTA) for the purpose of defining the distribution of the transit subsidy received from Cuesta College North County campus.

WHEREAS, the City of Paso Robles, the City of Atascadero, and the San Luis Obispo Regional Transit Authority provide fixed route public transit in northern San Luis Obispo County; and

WHEREAS, Cuesta College North County Campus provides a fare subsidy, which is to be used to help reimburse the fare revenues of the three agencies for the free-fare rides of Cuesta students,

WHEREAS, the three agencies seek an equitable distribution of these funds,

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

1. Project Description

Transit service within the North County will consist of two local services, one operated by the City of El Paso de Robles and one operated by the City of Atascadero, and one regional service, operated by the Regional Transit Authority (RTA).

2. Subsidy Distribution & Fare Accounting

Each agency will honor valid Cuesta ID cards in lieu of paid fares. The Cuesta ID cards will be honored on all North County fixed route services during all days and hours of operation. Each agency will keep a tally of boardings by passengers using Cuesta ID cards. These totals will be provided to the City of El Paso de Robles monthly. The City of El Paso de Robles will compile this data, and combined ridership tally sheets will be distributed to all parties.

The Cuesta College subsidy is received in four quarterly installments annually. The subsidy from Cuesta College shall be received by the City of El Paso de Robles and distributed among the three agencies. Distribution will be based on the portion of Cuesta riders carried by each system, tallied from the monthly ridership totals.
provided by each agency. The distribution of the subsidy shall be made on a quarterly basis.

3. Amendment

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

4. 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.

5. Termination

This MOU may be terminated by any of the three parties in ninety (90) days upon written notification to the other parties.

CITY OF EL PASO DE ROBLES

_____________________________
Duane Picanco, Mayor

Date: ________________________

APPROVE AS TO FORM:

__________________________________________
City Attorney, City of El Paso de Robles

SAN LUIS OBISPO
REGIONAL TRANSIT AUTHORITY

_____________________________
Ed King, Director

Date: _________________________

CITY OF ATASCADERO

_____________________________
Tom O’Malley, Mayor

Date: _________________________

APPROVE AS TO FORM:

__________________________________________
City Attorney, City of Atascadero

APPROVED AS TO FORM:

__________________________________________
Attorney, SLORTA
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