

RESOLUTION NO. 92-154

A RESOLUTION OF THE CITY OF EL PASO DE ROBLES  
APPROVING AND AUTHORIZING THE EXECUTION OF A  
CONTRACT TO PROVIDE DIAL-A-RIDE TRANSIT SERVICES  
TO THE TEMPLETON COMMUNITY SERVICES DISTRICT

WHEREAS, the City Council had previously authorized staff to negotiate a contract with the County of San Luis Obispo to provide Dial-A-Ride transit services to the Templeton Community Services District; and

WHEREAS, the proposed contract contains all of the original conditions as contemplated by the City Council when previously considered; and

WHEREAS, transit services will only be provided on a very limited trial basis until such time as its impact upon service to the Paso Robles community may be evaluated; and

WHEREAS, the City has no obligation to continue providing said transit services to the Templeton Community Services District beyond the initial six (6) month trial period if in fact it is determined that service to the Paso Robles community is negatively impacted.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the contract attached herewith as Exhibit "A" is hereby approved and the Mayor is authorized to execute said contract.

APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 15th day of September, 1992 by the following vote:


AYES: Heggarty, Macklin, Martin, Picanco, and Iversen

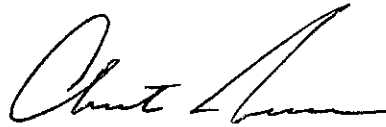
NOES: None

ABSENT: None

ABSTAIN: None

Attest:

  
Richard J. Ramirez, City Clerk



Christian Iversen, Mayor

TRANSIT OPERATIONS AGREEMENT

This AGREEMENT is made and entered into this 15th day of September, 1992 by and between the City of Paso Robles, hereinafter referred to as "City" and the County of San Luis Obispo hereinafter referred to as "County".

W I T N E S S E T H

WHEREAS, the County desires to establish Dial-A-Ride transit service for the residents of the Templeton Community Services District; and

WHEREAS, the City operates a Dial-A-Ride transit service to Twin Cities Hospital two times each weekday; and

WHEREAS, the City may be able to provide diversionary Dial-A-Ride transit service to the residents of the Templeton Community Services District on a trial basis; and

WHEREAS, both the City and the County generally support the provision of such service for County residents of the Templeton Community Services District; and

WHEREAS, the County is willing to compensate the City using County funds to provide diversionary Dial-A-Ride transit service for the residents of the Templeton Community Services District.

NOW THEREFORE, in consideration of mutual promises, covenants and conditions contained herein, the City and County agree as follows:

1. County hereby contracts with City to operate and maintain Dial-A-Ride public transportation services upon the terms and conditions hereinafter set forth.

2. This agreement shall become effective upon execution by all parties to this agreement and shall remain in effect for a six (6) month period.

3. Upon completion of the initial six (6) month period, the agreement shall remain in effect until terminated by both parties; provided, however, that only thirty (30) days notice shall be required to terminate the agreement at the end of the initial six (6) month period.

4. The City shall be responsible for meeting all applicable rules and regulations relating to the maintenance and operations of a Dial-A-Ride transit service.

5. The City shall undertake due diligence to coordinate dispatching for Dial-A-Ride transit service to the Templeton Community Services District with the City of Atascadero Dial-A-Ride service.

6. City shall provide Dial-A-Ride transit service to the residents of the Templeton Community Services District for trips which are coordinated with existing service between Paso Robles and Twin Cities Hospital. Currently, two (2) scheduled trips to Twin Cities Hospital are provided Monday through Friday, excluding approved holidays, at approximately 9:00 a.m. and 12:30 p.m.

7. The County agrees to pay the City a minimum fee of \$46.00 per day which shall constitute full payment for one (1) hour of Dial-A-Ride transit service during each scheduled trip to the Twin Cities Hospital. The minimum fee shall apply whether or not any or all of each basic hour is utilized. Service provided beyond each basic hour shall be billed at the rate of \$23.00 per hour. Service beyond each basic hour shall be billed in one half hour (30 minute) increments.

8. The City shall invoice the County monthly for Dial-A-Ride transit service provided to the Templeton Community Services District. Said invoices shall identify the number of days of service billed at the minimum rate and the dates and times of service billed beyond each basic hour at the rate of \$23.00 per hour.

9. The County shall make payment to the City within thirty (30) days of receipt of the invoice from the City. Payments shall be made payable to and mailed first class to:

City of Paso Robles  
Department of Finance  
P.O. Box 307  
Paso Robles, CA 93447

10. Passengers originating from within the Templeton Community Services District shall be required to pay the same fare as the passengers originating within the City. Fares collected by the City from the passengers originating from within the Templeton Community Services District who utilize the Dial-A-Ride transit service become the property of the City and shall be used to offset fees due the City from the County for providing Dial-A-Ride transit services.

11. City shall maintain written records of all trips, which shall include but not be limited to the number of fare paying and non-fare paying passengers. Copies of such records shall be provided to the County on a monthly basis and included with the monthly billing statements.

12. The City shall permit authorized representatives of the County to inspect and audit all data and records of the City relative to the performance of this agreement.

13. The City shall maintain written records of all written complaints received concerning the Dial-A-Ride transit services. The City shall investigate each complaint and show in written record how each complaint was resolved. A copy of these records shall be mailed to the County Engineer monthly. If a complaint goes unresolved or reoccurs, then City or City's representative shall give written notice to the County Engineer why the complaint is unresolved.

14. City shall defend, indemnify and save harmless the County, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this agreement or attempted performance of the provisions hereof with respect to providing scheduled Dial-A-Ride transit services to the Templeton Community Services District. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting solely from the negligence or willful misconduct of the County, its officers, agents and employees.

15. All notices required to be given with respect to this agreement shall be in writing and mailed first class postage prepaid to the persons named below:

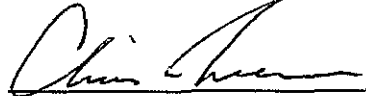
If to City: City of Paso Robles  
Department of Finance  
P.O. Box 307  
Paso Robles, CA 93447  
Attn: Mike Compton

If to County: County of San Luis Obispo  
County Engineer  
County Government Center  
San Luis Obispo, CA 93408  
Attn: Richard Randise

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, effective as of the date shown in the first paragraph of this Agreement.

City of Paso Robles

County of San Luis Obispo

  
\_\_\_\_\_  
CHRIS IVERSON, Mayor

\_\_\_\_\_  
Board Chair

Dated \_\_\_\_\_

Dated \_\_\_\_\_

APPROVED AS TO FROM:

APPROVED AS TO FROM:  
James B. Lindholm, Jr.,  
County Counsel

\_\_\_\_\_  
ROGER LYON,  
City Attorney

\_\_\_\_\_  
Raymond A. Biering,  
Deputy County Counsel

Dated \_\_\_\_\_

Dated \_\_\_\_\_