



# AGENDA REPORT

## CITY OF SAN CLEMENTE

### CITY COUNCIL MEETING

910 Calle Negocio  
2nd Floor  
San Clemente, California  
www.san-clemente.org

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**Meeting Date:** April 16, 2024

Agenda Item: 10H

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**Submitted By:** Public Works

**Prepared By:** Fatana Temory, Management Analyst

**Subject:**

**CONSIDERATION OF A RESOLUTION APPROVING THE ORANGE COUNTY TRANSPORTATION AUTHORITY GRANT COOPERATIVE AGREEMENT FOR PROJECT V SAN CLEMENTE DOWNTOWN TROLLEY ROUTE CONTINUATION PROJECT**

**Fiscal Impact:**

The grant program requires a minimum 10% local funding match for all components of the grant consisting of capital costs and ongoing operations and maintenance (O&M) costs. The City's required local contribution is approximately \$107,726 total through Fiscal Year (FY) 2028, if this grant is approved. Staff is proposing \$53,840 within the FY 2024/25 and 2025/26 budgets from the General Fund as a match for the grant.

**Summary:**

Before the City Council is Resolution No. 24-54 (Attachment 1) to approve the cooperative agreement between the Orange County Transportation Authority (OCTA) and the City of San Clemente for the Project V San Clemente Downtown Trolley Route Continuation Project for the Red and Blue Lines.

**Background:**

On December 3, 2019, the City Council authorized staff to submit a grant application to OCTA to help fund the San Clemente Summer Trolley service for the Red and Blue Lines. The OCTA Board approved the 2020 Project V Grant and recently provided the required cooperative agreement for City approval.

To receive grant funds for the trolley service, the City must sign a cooperative agreement with OCTA, similar to the process completed for the initial summer trolley service. This grant will provide funds for up to 90% of capital and operational costs for daily service starting Memorial Weekend through end of September starting FY 2023/24 through FY 2026/27 with potential transfer of savings for an additional two years through FY 2028/29 (please see Exhibit B on Attachment 2 for the funding table). The execution of the proposed cooperative agreement also allows for reimbursement of costs associated with the FY 2023/24 year that has already been completed.

**Council Options:**

- Approve Resolution No. 24-54 authorizing the City Manager to execute Cooperative Agreement No. C-3-2787 with OCTA.
- Continue the item and direct staff to provide additional information.

- Do not adopt approve Cooperative Agreement No. C-3-2787 with OCTA.

***Environmental Review/Analysis:***

The proposed action to submit the grant application is not a “project” pursuant to California Environmental Quality Act Guidelines Sections 15378. (14 CCR § 15378.)

***Recommended Actions:***

Staff recommends that the City Council adopt Resolution No. 24-54, which would:

1. Authorize the City Manager to execute Cooperative Agreement No. C-3-2787 with OCTA;
2. Accept grant revenue from OCTA in the amount of up to \$1,077,262 for the San Clemente Trolley Red and Blue Lines for FY 2023/24 through 2028/29; and
3. Direct staff to include the 10% local match funds of \$53,840 to be included within the General Fund Budget for the upcoming FY 2024/25 and 2025/26 budgets.

***Attachment:***

1. Resolution No. 24-54
2. OCTA Cooperative Agreement No. C-3-2787
3. December 3, 2019 Staff Report

***Notification:***

None

RESOLUTION NO. 24-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING AN ORANGE COUNTY TRANSPORTATION AUTHORITY GRANT COOPERATIVE AGREEMENT FOR PROEJCT V SAN CLEMENTE DOWNTOWN TROLLEY ROUTE CONTINUATION PROJECT

WHEREAS, the Community-Based Transit/Circulators program (Project V) establishes a competitive process to enable local jurisdictions to develop community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit; and

WHEREAS, OCTA intends to allocate Project V funds within the incorporated cities and the County; and

WHEREAS, OCTA has established the procedures and criteria for reviewing applications as identified in the Project V Guidelines; and

WHEREAS, the City of San Clemente will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of San Clemente will provide matching funds for the Project as required by the Project V Guidelines and shall fund its share of the Project costs and any additional costs over the identified programmed amount.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby find, determine and resolve as follows:

SECTION 1. That the above recitations are true and correct and incorporated herein.

SECTION 2. That the San Clemente City Council hereby approves the Orange County Transportation Authority Grant Cooperative Agreement for Project V San Clemente Downtown Trolley Route Continuation Project and authorizes the City Manager to execute the same in a form substantially similar to that presented to the City Council on April 16, 2024.

SECTION 3. That the San Clemente City Council hereby approves and accepts grant revenue from OCTA in the amount of up to \$1,077,262 for the San Clemente Trolley Red and Blue Lines for FY 2023/24 through 2028/29 and authorizes and approves the San Clemente Downtown Trolley Route Continuation Project (Project), including all understanding and assurances contained therein; and

SECTION 4. That the San Clemente City Council hereby authorizes and approves a 10% local match for the Project and directs staff to include the 10% local match funds of \$53,840 to be included within the General Fund Budget for the upcoming FY 2024/25 and 2025/26 budgets.

SECTION 5. That City staff is authorized and directed to take such other and further action and execute such other and further documents as are necessary and proper to implement the Project and the Cooperative Agreement and carry out the purposes of the resolution.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this \_\_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Mayor of the City of  
San Clemente, California

ATTEST:

\_\_\_\_\_  
CITY CLERK of the City of  
San Clemente, California

STATE OF CALIFORNIA     )  
COUNTY OF ORANGE     ) §  
CITY OF SAN CLEMENTE    )

I, LAURA CAMPAGNOLO, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. 24-54 was adopted at a regular meeting of the City Council of the City of San Clemente held on \_\_\_\_\_ day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

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CITY CLERK of the City of  
San Clemente, California

Approved as to form:

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Elizabeth A. Mitchell, City Attorney

1                                       **COOPERATIVE AGREEMENT NO. C-3-2787**2                                       **BETWEEN**3                                       **ORANGE COUNTY TRANSPORTATION AUTHORITY**4                                       **AND**5                                       **CITY OF SAN CLEMENTE**6                                       **FOR**7                                       **SAN CLEMENTE DOWNTOWN ROUTE CONTINUATION PROJECT (PROJECT V**  
8                                       **COMMUNITY- BASED TRANSIT/CIRCULATORS, PROJECT NO. 20-SCLM-CBT-3963)**9                                       **THIS COOPERATIVE AGREEMENT** is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023  
10 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street,  
11 P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California  
12 (hereinafter referred to as "AUTHORITY" or "OCTA"), and the City of San Clemente, 901 Calle Negocio,  
13 San Clemente, California 92673, a municipal corporation (hereinafter referred to as "CITY"), each  
14 individually known as "PARTY," and/or collectively known as "PARTIES."15                                       **RECITALS:**16                                       **WHEREAS**, the AUTHORITY’s Board of Directors (Board) approved the Project V Community-  
17 Based Transit/Circulator service; Downtown Route Continuation Project (Project No. 20-SCLM-CBT-  
18 3963), hereinafter referred to as "PROJECT," on April 13, 2020 and also authorized AUTHORITY to  
19 develop and execute a Cooperative Agreement;20                                       **WHEREAS**, AUTHORITY and CITY desire to enter into a Cooperative Agreement to define the  
21 roles and responsibilities related to funding between AUTHORITY and CITY for operating subsidy funds  
22 for community-based transit services for the PROJECT in accordance with Exhibit A, entitled "San  
23 Clemente Downtown Route Continuation Project Scope of Work", herein referred to as Exhibit A; and24                                       **WHEREAS**, AUTHORITY’s Board approved the Renewed Measure M2 Eligibility Guidelines -  
25 Local Agency Preparation Manual on January 25, 2010 and subsequent amendments, with the applicable  
26 guidelines approved on October 14, 2019; and

1           **WHEREAS**, AUTHORITY will periodically update the Renewed Measure M2 Eligibility Guidelines  
2 - Local Agency Preparation Manual and the Comprehensive Transportation Funding Programs (CTFP)  
3 Guidelines whereby the most recent update may be incorporated herein by reference, as appropriate;  
4 and

5           **WHEREAS**, AUTHORITY's Board authorized changes to PROJECT and AGREEMENT through  
6 March 2020 and September 2020 semi-annual review approval actions approved on August 10, 2020  
7 and December 14, 2020 respectively, in response to coronavirus related impacts; and

8           **WHEREAS**, AUTHORITY's Board authorized on January 25, 2021, the revision of CTFP  
9 Guideline requirements related to the Project V program, which in response to the coronavirus pandemic  
10 and the need to update the program, focused on modifications to the program's minimum performance  
11 requirements, allowing for annual subsidy escalation, and implementing recent internal audit  
12 recommendations; and

13           **WHEREAS**, AUTHORITY's Board authorized on January 25, 2021, the AUTHORITY to  
14 negotiate, execute, and amend as necessary all existing cooperative agreements for Project V Services  
15 in order to implement the changes consistent with the direction provided by the AUTHORITY's Board;  
16 and

17           **WHEREAS**, AUTHORITY and CITY agree that M2 funding is subject to CITY annually fulfilling  
18 M2 eligibility requirements; and

19           **WHEREAS**, CITY has indicated it will contract directly with service provider to operate PROJECT;  
20 and

21           **WHEREAS**, CITY's service is open to the public, and fully accessible for persons with disabilities,  
22 in compliance with the Americans with Disabilities Act (ADA); and

23           **WHEREAS**, AUTHORITY has agreed to provide Project V funding in the amount not-to-exceed  
24 One Million, Seventy-Seven Thousand, and Two Hundred Sixty-Two Dollars (\$1,077,262.00), consistent  
25 with Exhibit B, entitled "San Clemente Downtown Route Continuation Project Funding Table," herein  
26 referred to Exhibit B; and

1           **WHEREAS**, CITY has agreed to provide a minimum of at least One Hundred Seven Thousand,  
2 Seven Hundred Twenty-Six Dollars (\$107,726.00) for operating match, consistent with Exhibit B; and

3           **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions, roles and funding  
4 responsibilities between the AUTHORITY and CITY for PROJECT; and

5           **WHEREAS**, the AUTHORITY's Board approved this PROJECT on April 13, 2020 and authorized  
6 AUTHORITY to develop and execute a Cooperative Agreement; and

7           **WHEREAS**, CITY's Council approved this Cooperative Agreement on this \_\_\_\_\_ day of  
8 \_\_\_\_\_, 20\_\_; and

9           **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

10           **ARTICLE 1. COMPLETE COOPERATIVE AGREEMENT**

11           A.     This Cooperative Agreement, including any attachments incorporated herein and made  
12 applicable by reference, constitutes the complete and exclusive statement of the term(s) and  
13 condition(s) of this Cooperative Agreement between the AUTHORITY and CITY and it supersedes all  
14 prior representations, understandings, and communications on the terms of the Cooperative  
15 Agreement. The invalidity in whole or in part of any term or condition of this Cooperative Agreement  
16 shall not affect the validity of other term(s) or condition(s) of this Cooperative Agreement. The above  
17 referenced Recitals are true and correct and are incorporated by reference herein.

18           B.     AUTHORITY's failure to insist on any instance(s) of CITY's performance of any term(s)  
19 or condition(s) of this Cooperative Agreement shall not be construed as a waiver or relinquishment of  
20 AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and  
21 CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of  
22 this Cooperative Agreement shall not be binding upon AUTHORITY except when specifically  
23 confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment  
24 to this Cooperative Agreement and issued in accordance with the provisions of this Cooperative  
25 Agreement.

26           C.     CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s)



1 or condition(s) of this Cooperative Agreement shall not be construed as a waiver or relinquishment of  
2 CITY's right to such performance or to future performance of such term(s) or condition(s), and  
3 AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any  
4 portion of this Cooperative Agreement shall not be binding upon CITY except when specifically  
5 confirmed in writing by an authorized representative of CITY by way of a written amendment to this  
6 Cooperative Agreement and issued in accordance with the provisions of this Cooperative Agreement.

7 **ARTICLE 2. SCOPE OF COOPERATIVE AGREEMENT**

8 This Cooperative Agreement specifies the roles and responsibilities of both AUTHORITY and  
9 CITY as they pertain to the subjects and PROJECT addressed herein. Both AUTHORITY and CITY  
10 agree that each will cooperate and coordinate with the other in all activities covered by this Cooperative  
11 Agreement and any other supplemental Cooperative Agreements, including Letter Agreements, which  
12 may be required to facilitate purposes thereof.

13 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

14 AUTHORITY agrees to the following responsibilities for PROJECT:

15 A. Within sixty (60) days of receipt of acceptable invoice, to reimburse CITY for either  
16 ten percent (10%) of the operations and maintenance (O&M) costs net fares or a per boarding subsidy  
17 (described below), whichever is lower and based on evidence of costs incurred. The per boarding subsidy  
18 will be Ten Dollars and Five Cents (\$10.05) per boarding for fiscal year (FY) 2020-21, Ten Dollars and  
19 Twenty-Four Cents (\$10.24) per boarding for FY 2021-22, Ten Dollars Forty-Three Cents (\$10.43) per  
20 boarding for FY 2022-23, Ten Dollars and Sixty-Two Cents (\$10.62) per boarding for FY 2023-24,  
21 Ten Dollars and Eighty-One Cents (\$10.81) per boarding for FY 2024-25, Eleven Dollars and One Cent  
22 (\$11.01) per boarding for FY 2025-26, Eleven Dollars and Twenty-Two Cents (\$11.22) per boarding for  
23 FY 2026-27, Eleven Dollars and Forty-Three Cents (\$11.43) per boarding for FY 2027-28, and  
24 Eleven Dollars and Sixty-Four Cents (\$11.64) per boarding for FY 2028-29. Under any circumstance,  
25 funds provided through this agreement shall not-to-exceed One Million, Seventy-Seven Thousand,  
26 Two Hundred Sixty-Two Dollars (\$1,077,262.00) consistent with Exhibit B and funds shall be provided

1 consistent with Exhibit B.

2 B. AUTHORITY will review CITY's project operating reports and provide regular updates on  
3 service performance and bring any requested significant scope changes to the OCTA Board for review  
4 and approval, when appropriate.

5 C. AUTHORITY staff will review and approve scope changes that are determined to be minor  
6 in nature.

7 D. Upon the service's cost per boarding exceeding twice the per boarding subsidy or  
8 exceeding Twenty Dollars and Ten Cents (\$20.10) for FY 2020-21, Twenty Dollars and Forty-Seven  
9 Cents (\$20.47) for FY 2021-22 Twenty Dollars and Eighty-Five Cents (\$20.85) for FY 2022-23,  
10 Twenty One Dollars and Twenty-Four Cents (\$21.24) for FY 2023-24, Twenty One Dollars and Sixty-  
11 Three Cents (\$21.63) for FY 2024-25, Twenty-Two Dollars and Three Cents (\$22.03) for FY 2025-26,  
12 Twenty-Two Dollars and Forty-Four Cents (\$22.44) for FY 2026-27, Twenty-Two Dollars and Eighty-Five  
13 Cents (\$22.85) for FY 2027-28, and Twenty-Three Dollars and Twenty-Seven Cents (\$23.27) for  
14 FY 2028-29 (consistent with rates as identified in Article 3, Paragraph A). OCTA shall provide written  
15 notice to the CITY of this determination. CITY shall be required to disclose this finding and any other  
16 relevant operating data to the CITY Council and request a CITY Council response to continue, restructure,  
17 suspend or cancel the service, all within sixty (60) days of receipt of notice. AUTHORITY shall also assist  
18 CITY to continue, restructure, suspend or cancel the service, depending on CITY Council response. The  
19 CITY Council's final determination is expected to be made via CITY Council action and reported back to  
20 AUTHORITY within forty-five (45) days of CITY Council action.

21 E. AUTHORITY shall provide M2 (OCGO) logos, which may include decals for vehicles and  
22 digital artwork for marketing and publication purposes. CITY shall coordinate with OCTA regarding the  
23 sizing, placement, and furnishing of decals.

24 **ARTICLE 4. RESPONSIBILITIES OF CITY**

25 CITY agrees to the following responsibilities for PROJECT:

26 A. To provide transit or community shuttle service consistent with the project scope identified

1 in Exhibit A.

2 B. Transit service is to be open to the public, and vehicles to be accessible for persons with  
3 disabilities, in compliance with ADA.

4 C. To provide eligible local match funds at a minimum of ten percent (10%) of O&M costs  
5 (less fares) or to provide O&M costs (less fares) required after AUTHORITY has paid the per boarding  
6 subsidy (inflated annually consistent with Exhibit B), whichever O&M match contribution is greater, in  
7 accordance with Exhibit B.

8 D. If CITY receives operating subsidy for PROJECT from any other non-AUTHORITY  
9 source, including fares, CITY will not invoice AUTHORITY for the amount received from the other non-  
10 AUTHORITY source(s).

11 E. CITY shall submit PROJECT reports to AUTHORITY using Exhibit C, entitled "Project V  
12 Quarterly Report," herein referred to as Exhibit C, and shall provide to AUTHORITY monthly Revenue  
13 Vehicle Hours, Revenue Vehicle Miles, Boardings, project cost information, and cost per boarding broken  
14 down by each month for the reporting quarter. Customer satisfaction and on-time performance reporting  
15 may be reported in aggregate for the quarterly reporting period. Customer service surveys are to be  
16 conducted at minimum once a year.

17 F. CITY shall invoice AUTHORITY not more frequently than quarterly but at least once a  
18 year to receive reimbursement for ninety percent (90%) of O&M costs or per boarding subsidy as  
19 described in Article 3, Paragraph A, whichever is lower, and consistent with Article 5. A Sample Invoice  
20 Template is provided as Exhibit D.

21 G. CITY shall provide separate and distinct cost accounting for all Project V funded services  
22 and include and identify any non-AUTHORITY funds or grant revenues, including fares, received along  
23 with any requirements associated with external fund sources for the PROJECT to confirm AUTHORITY's  
24 share and local match rates.

25 H. CITY's Project V service shall meet the following minimum performance standard of  
26 providing service at a cost of no more than twice the per boarding subsidy. Upon the service's cost per

1 boarding exceeding Twenty Dollars and Ten Cents (\$20.10) for FY 2020-21, Twenty Dollars and Forty-  
2 Seven Cents (\$20.47) for FY 2021-22, Twenty Dollars and Eighty-Five Cents (\$20.85) for FY 2022-23,  
3 Twenty-One Dollars and Twenty Four Cents (\$21.24) for FY 2023-24, Twenty-One Dollars and Sixty-  
4 Three Cents (\$21.63) for FY 2024-25, Twenty-Two Dollars and Three Cents (\$22.03) for FY 2025-26,  
5 Twenty-Two Dollars and Forty-Four Cents (\$22.44) for FY 2026-27, Twenty-Two Dollars and Eighty-Five  
6 Cents (\$22.85) for FY 2027-28, and Twenty-Three Dollars and Twenty-Seven Cents (\$23.27) for  
7 FY 2028-29 (consistent with rates as identified in Article 3, Paragraphs A and B), OCTA shall provide  
8 written notice to the CITY of this determination.

9 I. Upon receipt of AUTHORITY notification that CITY is not meeting the requirement  
10 described in Article 4, Paragraph G, CITY shall be required to disclose this finding and any other relevant  
11 operating data to the CITY Council and solicit a response from the CITY Council within sixty (60) days of  
12 receipt of notice. The CITY Council response shall be one of the following; to continue, to restructure, to  
13 suspend or to cancel the service. The CITY Council's response shall be made via CITY Council action  
14 and reported back to AUTHORITY within forty-five (45) days of CITY Council action.

15 J. CITY agrees to place AUTHORITY's M2 (OCGO) decals on the vehicles used for service  
16 and on marketing and related service publication materials, including software applications.

17 K. CITY is required to use capital items purchased with Project V funding, such as but not  
18 limited to bus/vehicles, equipment, facilities, and bus stop amenities, for Project V purposes for the entire  
19 useful life and/or through the termination of the service. For capital items purchased with Project V  
20 funding, if termination of Project V use occurs prior to the completion of the capital item's useful life and/or  
21 grant term, CITY is responsible for repaying AUTHORITY the estimated residual value of the asset(s)  
22 based on straight line depreciation of the asset[s]), consistent with the Project V percentage of the initial  
23 purchase. Useful life shall be based upon AUTHORITY's policy for service life for similar asset type,  
24 where applicable.

25 L. CITY is required to coordinate and seek approval from AUTHORITY regarding any  
26 changes to project scope in Exhibit A. If service substantially deviates from the scope identified in

1 Exhibit A, without OCTA approval, the project may not be reimbursed.

2 M. CITY shall be responsible for providing ample notification to its customers at a minimum  
3 of fourteen (14) calendar days prior to any significant service changes and/or service cancellation.

4 N. CITY shall submit an ADA Service Plan to AUTHORITY for review prior to start of services  
5 identified in Exhibit A in order to ensure service meets ADA requirements.

6 O. CITY shall develop and administer surveys to measure customer satisfaction at least once  
7 a year based upon local service objectives. CITY shall report to AUTHORITY information collected  
8 through the surveys through Exhibit C; and report should include a plan to improve service, if customer  
9 satisfaction is found to be below the CITY's service objectives.

10 P. CITY shall develop methods to measure on-time performance based upon local service  
11 objectives. CITY shall report on-time performance to AUTHORITY through Exhibit C; and should include  
12 a plan to improve service if on-time performance is found to be below the CITY's service objectives.

13 **ARTICLE 5. REQUEST FOR REIMBURSEMENT**

14 A. CITY shall contribute matching funds, as is specified within this Cooperative Agreement  
15 in Article 4, Paragraph B, toward the actual costs of PROJECT.

16 B. CITY shall invoice AUTHORITY, consistent with match and per boarding subsidy as noted  
17 in Article 3, Paragraph A and Article 4, Paragraph C, and is expected to invoice quarterly, when applicable  
18 and within ninety (90) days following a quarterly service period to receive reimbursement and in  
19 accordance with Exhibit B. CITY's invoice shall include allowable PROJECT costs incurred and paid for  
20 by CITY consistent with the PROJECT's Scope of Work. Invoice shall include supporting documentation  
21 as required to verify O&M costs. Invoices submitted by CITY shall be signed by an authorized agent who  
22 can duly certify the accuracy of the included information. Advance payments by AUTHORITY are not  
23 allowed.

24 C. The invoice must be submitted on CITY's letterhead.

25 D. The invoice shall be submitted by CITY and in duplicate to AUTHORITY's Accounts  
26 Payable Office. Each invoice shall include the following information:

1           1. Cooperative Agreement Number C-3-2787 and Project Number 20-SCLM-CBT-3963

2           2. The total PROJECT expenditures including the percent and amount to be reimbursed  
3 shall not exceed Ninety Percent (90%) of O&M costs or the per boarding subsidy, which is listed in  
4 Article 3, Paragraph A. Supporting documentation for all expenses must be provided, including invoices.  
5 A Sample Invoice Template is provided as Exhibit D.

6           3. Adequate detail describing all work completed.

7           4. Documentation providing evidence that the contractor(s), including service  
8 provider/operator, has been paid by CITY.

9           5. Each invoice for O&M subsidy will include the following operating statistics for the  
10 invoicing period: revenue vehicle hours, total boardings, boardings per revenue vehicle hour, operating  
11 costs, net operating costs (costs less fares), reimbursement per net operating costs, reimbursement per  
12 boarding, and cost per boarding. See Exhibit C report template.

13           6. If CITY receives operating subsidy from any other non-AUTHORITY source, CITY will  
14 note other revenues in invoice and not invoice OCTA for the amount received from the other non-  
15 AUTHORITY source(s).

16           7. Such other information as requested by AUTHORITY.

17       E. Total payments shall not exceed the Funding Amount specified in Article 3, Paragraph A  
18 above.

19       F. CITY shall submit final invoice no later than one hundred eighty (180) days after  
20 completion of PROJECT.

21           **ARTICLE 6. DELEGATED AUTHORITY**

22           The actions required to be taken by CITY in the implementation of this Cooperative Agreement  
23 are delegated to its Director of Public Works, or his/her designee, and the actions required to be taken by  
24 AUTHORITY in the implementation of this Cooperative Agreement are delegated to AUTHORITY's Chief  
25 Executive Officer or his designee.

26 /

1                   **ARTICLE 7. AUDIT AND INSPECTION**

2                   AUTHORITY and CITY shall maintain a complete set of records in accordance with generally  
3                   accepted accounting principles. Upon reasonable notice, CITY shall permit the authorized  
4                   representatives of the AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and  
5                   other data and records of CITY for a period of five (5) years after final payment, or completion of audit by  
6                   the AUTHORITY, or after final payment of debt service, whichever is longer. For purposes of audit, the  
7                   date of completion of this Cooperative Agreement shall be the date of AUTHORITY's payment of CITY's  
8                   final billing under this Cooperative Agreement. AUTHORITY shall have the right to reproduce any such  
9                   books, records, and accounts. The above provision with respect to audits shall extend to and/or be  
10                  included in contracts with CITY's contractor(s).

11                   **ARTICLE 8. MUTUAL INDEMNIFICATION**

12                  A.       To the fullest extent permitted by law, CITY shall defend (at CITY's sole cost and expense  
13                  with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold harmless  
14                  AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from  
15                  and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration  
16                  awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and  
17                  attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of  
18                  persons (CITY's employees included), for damage to property, including property owned by AUTHORITY,  
19                  or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent  
20                  acts, omissions or willful misconduct of CITY, its officers, directors, employees or agents in connection  
21                  with or arising out of the performance of this Cooperative Agreement.

22                  B.       To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole  
23                  cost and expense with legal counsel reasonably acceptable to CITY), indemnify, protect, and hold  
24                  harmless CITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from  
25                  and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration  
26                  awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and

1 attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of  
2 persons (AUTHORITY's employees included), for damage to property, including property owned by CITY,  
3 or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent  
4 acts, omissions or willful misconduct of AUTHORITY, its officers, directors, employees or agents in  
5 connection with or arising out of the performance of this Cooperative Agreement.

6 C. The indemnification and defense obligations of this Cooperative Agreement shall survive  
7 its expiration or termination.

8 **ARTICLE 9. ADDITIONAL PROVISIONS:**

9 PARTIES agree to the following mutual responsibilities:

10 A. Term of Cooperative Agreement: This Cooperative Agreement shall commence upon  
11 execution by both parties, and shall continue in full force and effect through June 30, 2030, unless  
12 otherwise terminated as provided in this Article. This Cooperative Agreement may only be extended upon  
13 mutual consent by both PARTIES.

14 B. Termination: In the event either PARTY defaults in the performance of their obligations  
15 under this Cooperative Agreement or breaches any of the provisions of this Agreement, the non-  
16 defaulting PARTY shall have the option to terminate this Cooperative Agreement upon sixty (60) calendar  
17 days' prior written notice to the other PARTY.

18 C. Termination for Convenience: Either PARTY may terminate this Cooperative Agreement  
19 for its convenience by providing sixty (60) days' prior written notice of its intent to terminate for  
20 convenience to the other PARTY.

21 D. Amendments: This Cooperative Agreement may be amended in writing at any time by the  
22 mutual consent of all PARTIES. No amendment shall have any force or effect unless executed in writing  
23 by all PARTIES.

24 E. PARTIES shall comply with all applicable federal, state, and local laws, statues,  
25 ordinances and regulations of any governmental authority having jurisdiction over the PROJECT.

26 /



1 F. Legal Authority: PARTIES hereto consent that they are authorized to execute this  
2 Cooperative Agreement on behalf of said PARTIES and that, by so executing this Cooperative  
3 Agreement, the parties hereto are formally bound to the provisions of this Cooperative Agreement.

4 G. Severability: If any term, provision, covenant or condition of this Cooperative Agreement  
5 is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction,  
6 the remainder of this Cooperative Agreement shall not be affected thereby, and each term, provision,  
7 covenant or condition of this Cooperative Agreement shall be valid and enforceable to the fullest extent  
8 permitted by law.

9 H. Counterparts of Cooperative Agreement: This Cooperative Agreement may be executed  
10 and delivered in any number of counterparts, each of which, when executed and delivered shall be  
11 deemed an original and all of which together shall constitute the same Cooperative Agreement. Facsimile  
12 signatures will be permitted.

13 I. Force Majeure: Each of the PARTIES shall be excused from performing its obligations  
14 under this Cooperative Agreement during the time and to the extent that it is prevented from performing  
15 by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood;  
16 acts of God; commandeering of material, products, plants or facilities by the federal, state or local  
17 government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory  
18 evidence of such cause is presented to the other PARTY, and provided further that such nonperformance  
19 is unforeseeable, beyond control and is not due to the fault or negligence of the PARTY not performing.

20 J. Assignment: Neither this Cooperative Agreement, nor any of the PARTIES' rights,  
21 obligations, duties, or authority hereunder may be assigned in whole or in part by any party without the  
22 prior written consent of the other parties in their sole and absolute discretion. Any such attempt of  
23 assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be  
24 deemed consent to any subsequent assignment, nor the waiver of any right to consent to such  
25 subsequent assignment.

26 /

1           K.     Governing Law: The laws of the State of California and applicable local and federal laws,  
2 regulations and guidelines shall govern this Cooperative Agreement.

3           L.     Litigation fees: Should litigation arise out of this Cooperative Agreement for the  
4 performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing  
5 party.

6           M.     Notices: Any notices, requests, or demands made between the parties pursuant to this  
7 Cooperative Agreement are to be directed as follows:

To CITY:	To AUTHORITY:
City of San Clemente	Orange County Transportation Authority
901 Calle Negocio	550 South Main Street, P. O. Box 14184
San Clemente, California 92673	Orange, CA 92863-1584
Attention: David Rebensdorf	Attention: Rhea Aninzo
Public Work Director	Associate Contract Administrator
Tel: (949) 361-6115	Tel: (714) 560-5650
E-mail: <a href="mailto:drebensdorf@san-clemente.org">drebensdorf@san-clemente.org</a>	E-mail: <a href="mailto:raninzo@octa.net">raninzo@octa.net</a>
	With a Copy that shall not constitute Notice to: Adrian Salazar, Transportation Funding Analyst, Senior Measure M2 Local Programs Email: <a href="mailto:asalazar@octa.net">asalazar@octa.net</a>

21           N.     Successors and Assigns: The provisions of this Cooperative Agreement shall bind and  
22 inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.  
23 This Cooperative Agreement shall be made effective upon execution by both PARTIES.

24 /  
25 /  
26 /

1           **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Cooperative  
2 Agreement No. C-3-2787 to be executed on the date first above written.

3           **CITY OF SAN CLEMENTE**

**ORANGE COUNTY TRANSPORTATION  
4 AUTHORITY**

5 By: \_\_\_\_\_

By: \_\_\_\_\_

6           Andy Hall  
7           City Manager

                  Darrell E. Johnson  
                  Chief Executive Officer

8           **ATTEST:**

**APPROVED AS TO FORM**

9 By: \_\_\_\_\_

By: James Donich  
                  James Donich (Dec 5, 2023 08:18 PST)

10           Laura Campagnolo  
11           City Clerk

                  James M. Donich  
                  General Counsel

12           **APPROVED AS TO FORM:**

**APPROVAL RECOMMENDED:**

13 By: \_\_\_\_\_

By: \_\_\_\_\_

14           Elizabeth A. Mitchell  
15           City Attorney

                  Kia Mortazavi  
                  Executive Director, Planning

CA  
BM  
MB

## SCOPE OF WORK

### SAN CLEMENTE TROLLEY DOWNTOWN ROUTE CONTINUATION

#### PROJECT SUMMARY

The City of San Clemente (City) San Clemente Trolley Downtown Route Service is a summer program service that is planned to operate between Memorial Day weekend and the end of September (approximately 18 weeks or 129 days) and would run daily for a total of four (4) summers (through this Cooperative Agreement). This Cooperative Agreement supports the continuation of the existing service. The City will support the service using five (5) vehicles. The vehicles can carry twenty-five (25) passengers and will include branding/wrapping of the vehicle to clearly distinguish itself from local buses and/or shuttle services. The vehicles were purchased through a prior Project V grant. This grant is expected to start supporting the Trolley Downtown Route Continuation in Fiscal Year 2023-24. Prior grants will support the service until exhausted.

The City plans to outsource administration and operations of the trolley service to a contractor. The trolley service contractor will also develop and provide a real-time vehicle tracking application for passenger use. This application would provide real-time vehicle location presented on [www.sctrolley.com](http://www.sctrolley.com).

Trolley vehicles will be stored at the City's Maintenance Yard and inspected and maintained by the City's contractor on-site. The City will not require funding for maintenance facilities.

The proposed stops and operations are provided as follows, actual times and location may vary slightly:

**Table 3. Existing San Clemente Summer Trolley Stops**

Northbound	Southbound
1 -San Clemente Pier	9 - Outlets at San Clemente
2 - Ave Del Mar & Seville	10 – Avenida Vista Hermosa at Via Pamplona
3 - Ave Del Mar & Ola Vista	11 - Metrolink station (Avenida Estacion)
4 - El Camino Real & Ave Del Mar (on El Camino Real)	12 - El Camino Real & Los Molinos
5 - El Camino Real & Palizada	13 - El Camino Real & Mariposa
6 - El Camino Real & El Portal	14 - Ave Del Mar & El Camino Real (on Del Mar)
7 – El Camino Real & Los Molinos	15- Ave Del Mar & Ola Vista
8 – Metrolink station (Ave Estacion)	16- Ave Del Mar & Seville
9 - Outlets at San Clemente	1 - San Clemente Pier

The San Clemente Trolley currently operates during the following days and times:

- Monday through Friday: 12 noon to 10 pm
- Saturday: 10 am to 10 pm
- Sunday: 10 am to 8 pm

**PROPOSED PROJECT LOCATION/SERVICE AREA.** Minor Routing adjustments may be made to support service needs over time, but must serve the same community and the same general scope of services. It is recommended to discuss service modifications/minor adjustments with OCTA staff. Significant service changes require at a minimum OCTA staff approval and may require Board approval depending on the change.



Figure 1. Existing San Clemente Trolley Route



**SPECIAL EVENTS**

Special event services may also include the following events, but may be subject to change;

Special Event	Event Occurrence
Memorial Day Remembrance	Late May
Classic Car Show	Mid-June
Independence Day Event	July 4
Ocean Festival	Late July
Fiesta Music Festival	Mid-August
Arts and Crafts Fair	Mid-August
Light the Pier*	Late October

San Clemente Downtown Route Continuation Project Funding Table

	Year 4† FY 23-24	Year 5 FY 24-25	Year 6 FY 25-26	Year 7 FY 26-27	Year 8 FY 27-28	Year 9 FY 28-29	TOTALS
<b>O&amp;M</b>	10%	10%	10%	10%			10%
OCTA Match 90%	\$ 231,745	\$ 238,698	\$ 245,859	\$ 253,234	TBD-Potential Transfer of Savings	TBD-Potential Transfer of Savings	\$ 969,536
Local Match 10%	\$ 25,749	\$ 26,522	\$ 27,318	\$ 28,137	TBD	TBD	\$ 107,726
<b>Total O&amp;M</b>	<b>\$ 257,495</b>	<b>\$ 265,220</b>	<b>\$ 273,176</b>	<b>\$ 281,372</b>			<b>\$ 1,077,262</b>

<b>OCTA Share</b>	\$ 231,745	\$ 238,698	\$ 245,859	\$ 253,234	TBD-Potential Transfer of Savings	TBD-Potential Transfer of Savings	\$ 969,536
<b>City Match</b>	\$ 25,749	\$ 26,522	\$ 27,318	\$ 28,137	TBD	TBD	\$ 107,726
<b>Project Total Cost</b>	<b>\$ 257,495</b>	<b>\$ 265,220</b>	<b>\$ 273,176</b>	<b>\$ 281,372</b>	\$ -	\$ -	<b>\$ 1,077,262</b>

Note: M2 Funding amounts will be updated in OCFundTracker at the end of each Fiscal Year to reflect transfers of savings authorized by the OCTA Board on 8/10/2021.

Match Rates

	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	OVERALL
OCTA % Match	90%	90%	90%	90%			90%
Local % Match	10%	10%	10%	10%			10%

Annual OCTA Subsidy Maximum Rates per Boarding

	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Subsidy Rate per Boarding Max	\$ 10.62	\$ 10.82	\$ 11.02	\$ 11.22	\$ 11.43	\$ 11.64

Annual OCTA Cost per Boarding Performance Standard

	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Cost per Boarding Max	\$ 21.24	\$ 21.63	\$ 22.03	\$ 22.44	\$ 22.86	\$ 23.28

† - Prior Years 1 - 3 are funded through a separate grant and agreement. See agreement no. C-6-1479 and C-8-1989





**PROJECT V QUARTERLY REPORT, REVISED 02.2021**

Ridership & Statistical Data

**Instructions for Submittal**

Use this form to submit the required quarterly ridership reports for Project V funded services in operation. To remain in compliance with the CTFP Guidelines, PROJECT must meet minimum service performance standards as outlined in Article 4 of the Cooperative Agreement.

**Project Title and Number:** Click here to enter text.

**Agency:** Click here to enter text.

Fiscal Year	Quarter	Time Period	Estimated Costs
20/21	1	July 1 - September 30	Click to enter.

**Customer Satisfaction:**

- 1.) Describe the local jurisdiction's customer satisfaction performance objective(s) and attainment target(s), as well as what has been done during the reporting period to survey customer satisfaction and respond to the input received?  
Click or tap here to enter text.
- 2.) When was the last customer satisfaction survey carried out (include applicable FY)?  
Click to enter.
- 3.) Did customer satisfaction meet or exceed the local jurisdiction's performance objectives during this review period?  
*Yes/No, and how*
- 4.) If customer satisfaction did not meet or exceed the local jurisdiction's performance objectives, please provide a plan to improve customer satisfaction with this report. Plan attached?  
*Yes/No*

**On-Time Performance (if applicable<sup>1</sup>):**

- 1.) Describe the local jurisdiction's on-time performance objective(s) and/or attainment target(s):  
Click or tap here to enter text.
- 2.) Did the service achieve the local jurisdiction's on-time performance objectives for this reporting period?  
*Yes/No, and how*

<sup>1</sup> The on-time performance reporting requirement only applies to Project V services, which maintain fixed schedules.



**PROJECT V QUARTERLY REPORT, REVISED 02.2021**

**Ridership & Statistical Data**

- 3.) If on-time performance did not meet the local jurisdiction's performance objectives, please provide a plan to improve on-time performance with this report. Plan attached? Yes/No

**MONTHLY RIDERSHIP and STATISTCAL DATA RECORD**

Ridership and Statistical Data					
Month/Year	Total O&M Cost	Revenue Vehicle Miles	Boardings	Cost per Boarding	Revenue Vehicle Hours (RVH)
Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
Total Cost per RVM (O&M/RVM)		Click to enter.	Total Boardings per RVH (Boardings/RVH)		Click to enter.

Ridership and Statistical Data					
Month/Year	Total O&M Cost	Revenue Vehicle Miles	Boardings	Cost per Boarding	Revenue Vehicle Hours (RVH)
Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
Total Cost per RVM (O&M/RVM)		Click to enter.	Total Boardings per RVH (Boardings/RVH)		Click to enter.

Ridership and Statistical Data					
Month/Year	Total O&M Cost	Revenue Vehicle Miles	Boardings	Cost per Boarding	Revenue Vehicle Hours (RVH)
Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.	Click to enter.
Total Cost per RVM (O&M/RVM)		Click to enter.	Total Boardings per RVH (Boardings/RVH)		Click to enter.

I hereby certify that the information provided here is true, complete, and correct in all material respects.

Click to enter.

Print Name

Signature

Date

**INVOICE TEMPLATE, REVISED 10.2021**  
 PROJECT V - OPERATIONS & MAINTENANCE INVOICE

Project Title: \_\_\_\_\_ Project Number: 20-SCLM-CBT-3963  
 Agency: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

To: Orange County Transportation Authority  
 550 S Main Street  
 Orange, CA 92863-1584  
 Attn: Charvalen Alacar

Invoice Number: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Total Requested: \_\_\_\_\_

Operations & Maintenance										
Programmed Funding	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8*	Year 9*	TOTAL
Fiscal Year	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	
max subsidy rate	\$10.24	\$10.43	\$10.62	\$10.82	\$11.02	\$11.22	\$11.43	\$11.64	\$11.86	
OPERATIONS & MAINTENANCE (includes ongoing Marketing costs)										
OCTA O&M Share				\$231,745	\$238,698	\$245,859	\$253,234	TBD	TBD	\$969,536
Local Share				\$25,749	\$26,522	\$27,318	\$28,137	TBD	TBD	\$107,726
<b>Total O&amp;M</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$257,495</b>	<b>\$265,220</b>	<b>\$273,176</b>	<b>\$281,372</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,077,262</b>

O&M Local Match Percent: #DIV/0! (current FY)

Billing Period (i.e. May 2021 - Jun 2021)	Net Operating Costs (A)	Local Match % (B)	Potential Local Share (C = (A*B))	Potential OCTA Reimbursement (D = (A-C))
Month Year - Month Year		#DIV/0!	#DIV/0!	#DIV/0!
Month Year - Month Year			#DIV/0!	#DIV/0!
Month Year - Month Year			#DIV/0!	#DIV/0!
Total			#DIV/0!	#DIV/0!

Additional Local Share (Overage): #DIV/0!

OCTA Share = Total OPERATIONS & MAINTENANCE Reimbursement Requested (H): #DIV/0!

RIDERSHIP AND STATISTICAL DATA FOR PERIOD INVOICED			
Total Revenue Vehicle Hours (E)		Reimbursement Requested (H)	#DIV/0!
Total Boardings (F)		Net Operating Costs (I - J) = (K)	\$0.00
Boardings per Revenue Vehicle Hour (F/E) = (G)	#DIV/0!	Reimbursement per Net Operating Costs % (H/K) <sup>1</sup>	#DIV/0!
Total Operating Costs (I)		Reimbursement per Boarding (H/F)	#DIV/0!
Fares Collected or non-OCTA Subsidy (J)		Cost per Boarding (K/F) <sup>2</sup>	#DIV/0!

The invoice is a true, complete, and a correct statement of work performed, reimbursable costs and progress; The backup information included with the invoice is true, complete, and correct in all material respects.

Signed \_\_\_\_\_

Date \_\_\_\_\_

\*M2 Funding amounts will be updated in OCFundTracker at the end of each Fiscal Year to reflect transfers of savings authorized by the OCTA Board on 8/10/2021.

<sup>1</sup> For expenses incurred FY 20/21, reimbursement shall not exceed cost per boarding of \$10.05 (escalated at 1.85% annually thereafter) or 90% of net operating costs; whichever is less, in accordance with the 2021 CTFP Guidelines (e.g. FY 21/22: \$10.24 per boarding, FY 22/23: \$10.43 per boarding).

<sup>2</sup> Upon the service's cost per boarding exceeding Twenty Dollars and Ten Cents \$20.10 (escalated at 1.85% annually at July 1 of each fiscal year thereafter), the CITY (upon receipt of OCTA notification) will be required to disclose this finding and any other relevant operating data to the city council within 60 days of receipt of notice, in order for the city council to determine if it wishes to continue, restructure, or cancel the service. The city council's final determination shall be made via city council action and reported back to AUTHORITY within 45 days of city council action.

**INVOICE TEMPLATE, REVISED 10.2021**  
 PROJECT V - CAPITAL INVOICE

Project Title: \_\_\_\_\_  
 Agency: \_\_\_\_\_

Project Number: \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

To: Orange County Transportation Authority  
 550 S Main Street  
 Orange, CA 92863-1584  
 Attn: Charvalen Alacar

Invoice Number: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Total Requested: \_\_\_\_\_

<i>Programmed Funding</i>	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8*	Year 9*	TOTAL
Fiscal Year	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	
<b>CAPITAL (includes Initial Marketing Allocation) †</b>										
OCTA Capital Share	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
Local Share	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
<b>Total Capital</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Capital Local Match Percent:     #DIV/0!     (current FY)

Billing Period <i>(i.e. May 2021 - Jun 2021)</i>	Capital Costs (A)	Local Match % (B)	Potential Local Share (C = (A*B))	OCTA Reimbursement (D = (A-C))
Month Year - Month Year		#DIV/0!	#DIV/0!	#DIV/0!
Month Year - Month Year			#DIV/0!	#DIV/0!
Month Year - Month Year			#DIV/0!	#DIV/0!
		Total	#DIV/0!	#DIV/0!

OCTA Share = Total CAPITAL Reimbursement Requested:                     #DIV/0!                    

The invoice is a true, complete, and a correct statement of work performed, reimbursable costs and progress; The backup information included with the invoice is true, complete, and correct in all material respects.

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Date

\*M2 Funding amounts will be updated in OCFundTracker at the end of each Fiscal Year to reflect transfers of savings authorized by the OCTA Board on 8/10/2021.

† - Initial Marketing expenses should be included with Capital funding reimbursement requests. (Only applies to Year 1 of Cooperative Agreement)

Manual Input field



## AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: December 3, 2019

Agenda Item 6I

**Approvals:**

City Manager [Signature]

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

**Department:** Public Works / Engineering  
**Prepared By:** Tom Bonigut, Public Works Director/City Engineer

**Subject:** *APPROVAL OF ORANGE COUNTY TRANSPORTATION AUTHORITY GRANT SUBMITTAL FOR SAN CLEMENTE TROLLEY CONTINUATION.*

**Fiscal Impact:** Yes. This grant program requires a minimum 10% local funding match for all components of the grant consisting of capital costs and ongoing operations and maintenance (O&M) costs. The City's required local contribution would be about \$232,000 total through Fiscal Year (FY) 2028 if this grant is approved. This would be funded with General Funds since Air Quality Management funds can no longer be used to support the trolley service.

**Summary:** The Orange County Transportation Authority (OCTA) has opened another round of applications for grant funding under its Project V Community-Based Transit/Circulators Program. This program establishes a competitive process for local jurisdictions to develop community-based local transit services that complement regional transit services, and meet needs in areas not adequately serviced by regional transit. For the trolley, the City is currently receiving funds from two Project V grants to support the original downtown trolley route which started in 2017 and the new northern route which started this past Summer 2019. This report recommends City Council approval to submit another Project V grant application as discussed below.

**Discussion:** The City Council received an update on the San Clemente Trolley program at its November 5, 2019 meeting (report provided in Attachment 1). During that update staff noted the upcoming Project V grant application solicitation, and that this solicitation includes an objective to continue funding previously awarded successful projects that are expiring. Since the City's original Project V grant for the downtown trolley will expire during this next grant funding period, staff recommends City Council approval to submit a Project V application that would continue the City's very successful downtown trolley service. This grant would also include costs to acquire another trolley vehicle so that four vehicles will operate on the downtown route to provide additional passenger capacity for this highly used trolley route. Since the current Project V grant ends in FY 2023, if awarded this new grant would continue the downtown route through FY 2028. Without this grant, staff estimates a General Fund cost of \$350,000 starting in FY 2024 to operate the downtown trolley at the current service level. An additional grant would significantly reduce this funding impact to about \$35,000. Due to grant award timing and vehicle delivery timelines, the additional trolley would not be ready for service until Summer 2021.

As discussed at the November 5 meeting, the City Council remains interested in potential expansions of the trolley service to the south and inland areas of the City. Per that discussion staff will request funds in the upcoming proposed budget to evaluate in detail those potential routes so that the City will be ready to submit one or more applications in the next Project V grant solicitation. In addition to these potential expansions, the City Council could also consider an application to continue the northern route trolley service depending on its ridership history.

Staff is prepared to submit a grant application to continue the downtown trolley as described above (including an additional trolley vehicle to start service in Summer 2021). Per the grant requirements the City Council must adopt a resolution which is provided in Attachment 2. The OCTA Transit Committee is expected to make grant funding recommendations in Spring 2020 which would be soon followed with formal OCTA Board approval. This means that the City should know of the grant recommendations in time to include updated costs in the proposed FY 2021 budget.

**Recommended**

**Action:** STAFF RECOMMENDS THAT the City Council:

1. Authorize the submittal of Measure M2 (Project V) grant application to OCTA for San Clemente Trolley and Rideshare Beta Test Rider programs; and
2. Adopt Resolution No. \_\_\_\_\_, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN CLEMENTE, CALIFORNIA, APPROVING THE SUBMITTAL OF THE SAN CLEMENTE TROLLEY CONTINUATION APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM."

**Attachments:** 1. November 5, 2019 Council report  
2. Resolution.

**Notification:** None.

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## AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING  
Meeting Date: November 5, 2019

Attachment 1

Agenda Item 9A

Approvals:

City Manager [Signature]

Dept. Head [Signature]

Attorney [Signature]

Finance [Signature]

**Department:** Public Works  
**Prepared By:** Jonathan Knechtel, Management Analyst  
Tom Bonigut, Public Works Director/City Engineer

**Subject:** UPDATE ON SAN CLEMENTE SUMMER TROLLEY PROGRAM.

**Fiscal Impact:** None at this time.

**Summary:** This report provides an update on the Summer 2019 operating season, proposed changes to several trolley stops, program costs, and an upcoming grant funding opportunity.

**Background:** The City started its free, seasonal trolley service in Summer 2017 with significant funding support from a grant under the Orange County Transportation Authority's (OCTA) Project V Community-Based Transit Circulators Program. The trolley service has proven to be very successful with ridership that greatly exceeded projections, and that easily exceeds grant funding requirements related to number of passenger boardings per hour of trolley service (known as a "revenue vehicle hour"). Based on the success of the original trolley service, the City applied for and was awarded another Project V grant to establish a new trolley route to connect the original downtown route to the Dana Point trolley at the northern boundary of the City. The second grant also funded expansion of the City's service to daily service and extended the operating season from Labor Day through the end of September.

**Discussion:** Summer 2019 Operating Season  
The San Clemente Trolley currently operates five trolley vehicles, three on the original downtown "red line" and two on the new northern "blue line" (refer to Attachment 1 for trolley route maps and stops). For Summer 2019, the downtown red line began service on Friday, May 24, and the new northern route started service on Monday, July 8 after the two new additional trolley vehicles were delivered to the City. Both lines operated daily through Sunday, September 29. Daily service hours were 12 Noon to 10 p.m. Monday through Friday, 10 a.m. to 10 p.m. on Saturday, and 10 a.m. to 8 p.m. on Sunday. As shown in the table on the following page, the San Clemente Trolley served over 173,000 passengers this past summer and continued to exceed the minimum performance requirements specified in the grant funding agreements.

Trolley Line	Total Passengers	Passengers Per Revenue Vehicle Hour	Required Minimum Passengers Per Revenue Vehicle Hour
Downtown Red	151,688	38.1	10
Northern Blue	21,799	12.6	6 *
Combined	173,487	30.3	
* First year minimum is 6 passengers per revenue vehicle hour, which increases to 10 for remaining years of the grant funding agreement.			

As with the two previous summer periods, the two most popular trolley stops on the downtown red line are the Outlets at San Clemente and the Pier, which together represent about 64% of the passenger boardings (36% at the Pier and 28% at the Outlets). As expected the two most popular trolley stops on the northern blue line are the Outlets at San Clemente and the connection point to with the Dana Point Trolley on Camino de Estrella at Calle Verano, which together represent about 63% of the passenger boardings (48% at the Outlets and 25% at the Dana Point connection). The charts provided in Attachment 2 depict the number of passenger boardings at each of the trolley stops.

Overall the trolley service operated well with few issues. However, during special events, holidays, and peak weekend hours, the downtown redline trolleys often reached maximum capacity (i.e. no seating or standing room), requiring drivers to turn away new passengers. To address this capacity issue a new trolley vehicle would be needed. Also, some special events such as the Ocean Festival provide their own additional transportation services (e.g. dedicated shuttle from an offsite parking area) to ease the burden on the trolley system and limit congestion. However, due to proximity of both services (e.g. both picking up passengers at the Outlets) and visibility/popularity of the City's trolleys, the City trolley vehicles were often confused as the main source of transportation for these special events. This led to underutilization of the alternative transportation options and overutilization of the trolley system, causing extended wait times and full vehicles that couldn't accommodate new boardings along the route. Staff will continue coordination with special event operators on how to best provide and identify transportation for large special events, but the City's trolleys may remain the preferred option for many riders because they are perceived as more fun to ride than buses or vans contracted for special events.

**Trolley Stop Changes**

Based on citizen and trolley driver feedback, staff recommends several changes to trolley stops on the northern blue line as follows:

***Camino De Estrella at Calle Verano, Stop #20***

This stop serves as the transfer connection point between the Dana Point and San Clemente trolleys, and this stop is actually located within the Dana Point City limits. Dana Point and San Clemente staff received complaints from nearby residences about noise from the trolley vehicles, and loud and disruptive behavior from people presumably waiting to board the trolleys, including trespassing onto nearby private properties. After discussion with Dana Point staff, Dana Point indicated that it could adjust the direction of its trolley so that the Dana Point trolley would make a stop at



the existing San Clemente trolley stop on Avenida Mira Costa adjacent to the Sprouts shopping center. This would eliminate Stop #20 on Camino De Estrella and the transfer between the two trolley systems would be at San Clemente Stop #19.

*Camino Capistrano (southbound) at Camino Mira Costa Stop #21*

This stop is located within the Dana Point portion of this intersection, in between two residential driveways. The nearby resident noted that it is difficult to enter and exit his driveway when the trolley is present, and also expressed concern that the stopped trolley might impede traffic in the intersection. San Clemente and Dana Point staff agree that a minor adjustment in location should address the resident's concern and still provide a functional trolley stop. Therefore staff recommend adjusting this location, likely further north so that the trolley makes its stop before the intersection. The exact location will be determined in coordination with Dana Point staff since this trolley stop is within the Dana Point city limits.

*New Trolley Stop on Camino Capistrano*

Staff also received requests to add another trolley stop between Stop #17 (Camino Capistrano at Avenida Vaquero) and Stop #18 (Camino Mira Costa at Camino Capistrano) to provide better access to residents using the trolley in this area. It has been reported that some trolley riders use the trolley stop near the DMV, but have to walk up a major hill to return to their residences further up Camino Capistrano, which is especially difficult for riders with accessibility issues. Local riders and drivers have suggested adding a stop at the crest of the hill, potentially near Monte Vista. With the elimination of the existing Stop #20 noted above, there is potential to add another stop without significantly impacting service wait times. Staff is reviewing the area and may favor new stops on Camino Capistrano at Via Breve (one in each direction) since this is at the top of the hill where the roadway levels out. Establishing new stops will likely require installation of new or expansion of existing no parking areas which will eliminate several on-street parking spaces, therefore staff will provide a separate follow up report with further details.

Advertising and Trolley Vehicle Rental

The City Council previously expressed interest in the possibility of allowing advertising on the trolley vehicles, which could generate revenue to help offset the costs to operate the trolley service. Each trolley vehicle currently has about nine square feet of interior space in which advertisements could be placed. As part of the pilot program recommended by Council, the City started this year posting internal "advertising" in limited designated spaces within the trolley. Per the City Council this advertising was to consist of public service announcement type messages, not commercially sponsored or paid advertising. This past operating season two advertisements were placed, one which featured a message about beach and ocean safety and another with information about the trolley system. Staff did not receive any comments (positive or negative) about these informational advertisements. For reference, the cities of Laguna Beach, Dana Point and San Juan Capistrano do not allow advertising on or within their trolley vehicles. If the City Council wishes to consider advertising, staff will need to evaluate and recommend advertising rates that would cover the City's costs to administer an advertising program and also generate additional revenue to help fund operation of the trolley.

Staff has received several requests to rent the trolley vehicles for private events, but San Clemente currently does not have such a program established. For reference Dana Point and San Juan Capistrano do not rent their trolley vehicles. Laguna Beach does allow its trolleys to be rented, but the City is reviewing that program. Per prior Council direction, now that the Summer 2019 operating season is over, staff will finish research and then finalize the recommended parameters and rental fees for a possible trolley vehicle rental program for Council consideration. Preliminary rental program parameters are provided in Attachment 3. Since the San Clemente Trolley operates daily service from Memorial Day through the end of September, trolley vehicles would not be available for rent during this period. Also, the rental cost could be significant when considering costs for drivers, vehicle inspection and cleaning, fuel, "add-on" charge to generate revenue to support the summer trolley service, and City staff time to administer a rental program.

#### Program Costs

As shown in the attached budget summary (Attachment 4) the current annual total cost to operate the trolley is just over \$400,000. Most of the cost is supported by OCTA Project V grant funds, but those run out starting in FY2024 unless additional grant funding is secured. Staff continues to monitor for additional grant funding opportunities, including a potential upcoming opportunity discussed below.

#### Potential Future Program Enhancements

As noted above the San Clemente Trolley is funded primarily from two grants under OCTA's Community-Based Transit Circulators (Project V) Program. The OCTA Board of Directors recently authorized another round of Project V grant funding, with proposed project applications due on December 12, 2019. The new grant funding call includes an objective to continue funding previously awarded successful projects that are expiring. Since the City's original Project V will expire during this next grant funding period, it might be appropriate to submit an application to extend funding of the City's very successful downtown red line trolley service. Such an application could also include the acquisition of an additional trolley vehicle that would help with the capacity issue noted above. Per prior Council direction the City applied for but was not awarded a grant to fund expansion of the trolley by adding a southern route that would run from downtown to the south end of town. The City's proposal was deemed incompatible with grant funding requirements because the proposed route too closely matched the existing OCTA Bus Route #1 along the South El Camino Real Corridor. Since the new northern route ridership did not exceed minimum grant requirements by a large margin, staff recommends not submitting an application at this time to start a new southern route. This will give time to further evaluate ridership trends on the northern route to ensure its success before further expansion of the trolley system. OCTA will hold a Project V workshop on November 5 and staff will attend to get more details to help inform a possible grant application.

**Recommended  
Action:**

STAFF RECOMMENDS THAT the City Council:

1. Approve the deletion of Trolley Stop #20 on the northern blue line, which would establish existing Trolley Stop #19 as the transfer connection with the Dana Point Trolley;
2. Approve a minor location adjustment to Trolley Stop #21 to relocate this trolley stop north of the intersection of Camino Capistrano and Camino Mira Costa, at a location to be confirmed with the City of Dana Point;
3. Direct staff to prepare a report for City Council consideration of establishing new trolley stops on Camino Capistrano in the vicinity of Via Breve; and
4. Provide any additional direction concerning the San Clemente Trolley program.

**Attachments:**

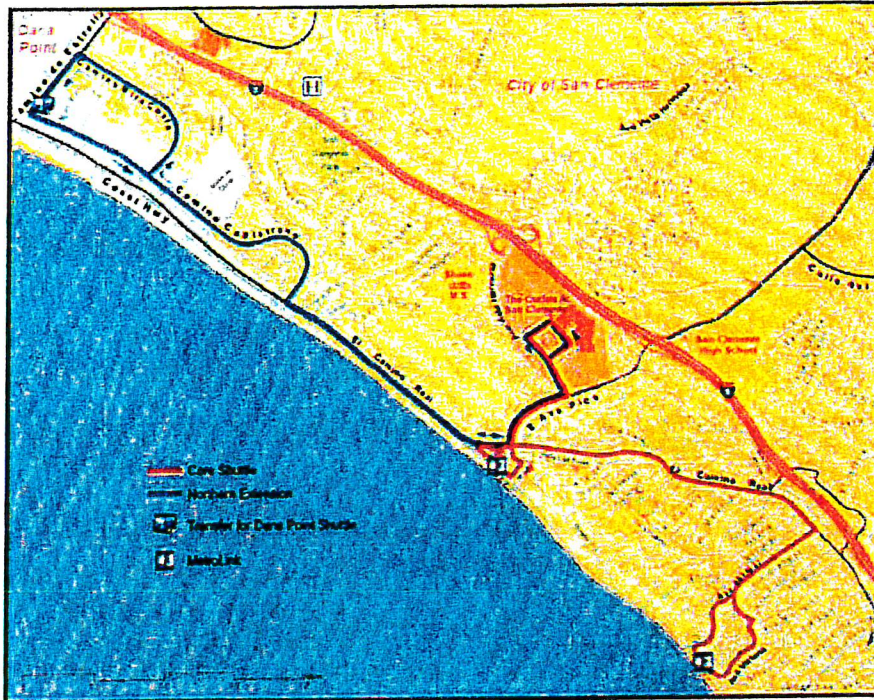
1. Trolley route maps and stops
2. Charts depicting number of trolley passengers at each trolley stop
3. Preliminary trolley program rental parameters

**Notification:** None.

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# Attachment 1

## San Clemente Trolley Summer 2019 Routes



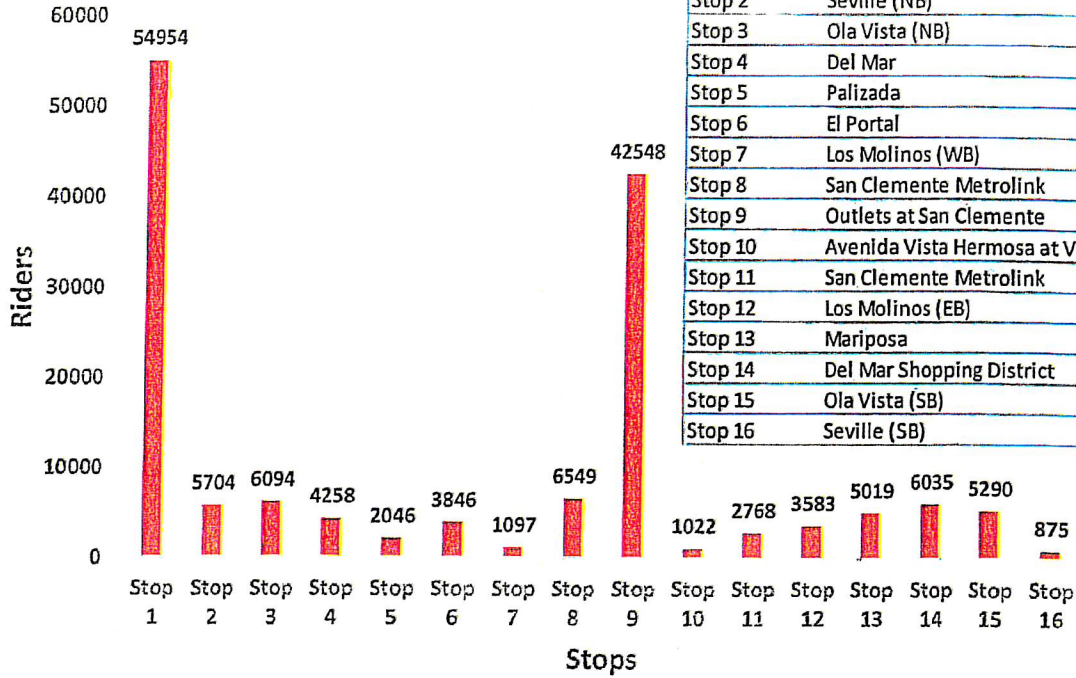
### Downtown Core Summer Trolley Stops (RED Route)

Northbound	Southbound
1 - San Clemente Pier	9 - Outlets at San Clemente ( <i>Red-Blue Line Transfer</i> )
2 - Ave Del Mar & Seville	10 - Avenida Vista Hermosa at Via Pamplona
3 - Ave Del Mar & Ola Vista	11 - Metrolink station (Avenida Estacion)
4 - El Camino Real & Ave Del Mar (on El Camino Real)	12 - El Camino Real & Los Molinos
5 - El Camino Real & Palizada	13 - El Camino Real & Mariposa
6 - El Camino Real & El Portal	14 - Ave Del Mar & El Camino Real (on Del Mar)
7 - El Camino Real & Los Molinos	15- Ave Del Mar & Ola Vista
8 - Metrolink station (Ave Estacion)	16- Ave Del Mar & Seville
9 - Outlets at San Clemente ( <i>Red-Blue Line Transfer</i> )	1 - San Clemente Pier

### Northern Route Trolley Stops (BLUE ROUTE)

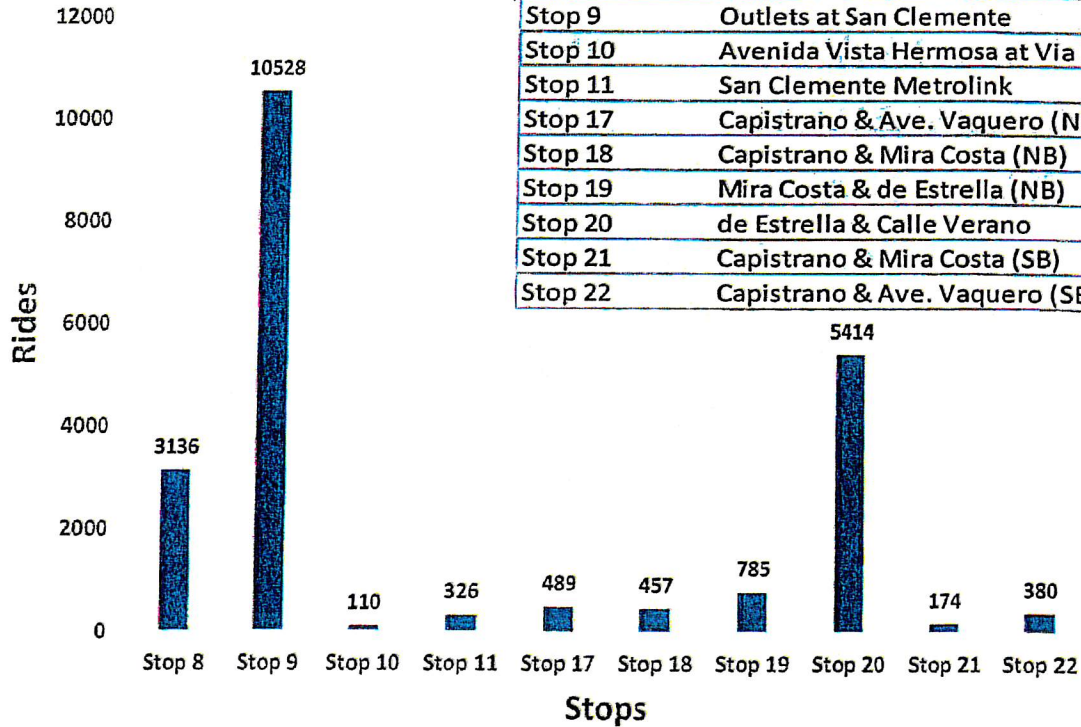
Northbound	Southbound
1 - Outlets at San Clemente	5 - Camino de Estrella & Calle Verano ( <i>Dana Point Transfer</i> )
2 - Camino Capistrano & Vaquero	6 - Camino Capistrano & Mira Costa
3 - Camino Capistrano & Mira Costa	7 - Camino Capistrano & Vaquero
4 - Mira Costa & Camino de Estrella	8 - Metrolink Station (Avenida Estacion)
5 - Camino de Estrella & Calle Verano ( <i>Dana Point Transfer</i> )	9 - Outlets at San Clemente

### Red Line Ridership by Stop



Stop Number	Stop Name
Stop 1	San Clemente Pier
Stop 2	Seville (NB)
Stop 3	Ola Vista (NB)
Stop 4	Del Mar
Stop 5	Palizada
Stop 6	El Portal
Stop 7	Los Molinos (WB)
Stop 8	San Clemente Metrolink
Stop 9	Outlets at San Clemente
Stop 10	Avenida Vista Hermosa at Via Pamplona
Stop 11	San Clemente Metrolink
Stop 12	Los Molinos (EB)
Stop 13	Mariposa
Stop 14	Del Mar Shopping District
Stop 15	Ola Vista (SB)
Stop 16	Seville (SB)

### Blue Line Ridership by Stop



Stop Number	Stop Name
Stop 8	San Clemente Metrolink
Stop 9	Outlets at San Clemente
Stop 10	Avenida Vista Hermosa at Via Pamplona
Stop 11	San Clemente Metrolink
Stop 17	Capistrano & Ave. Vaquero (NB)
Stop 18	Capistrano & Mira Costa (NB)
Stop 19	Mira Costa & de Estrella (NB)
Stop 20	de Estrella & Calle Verano
Stop 21	Capistrano & Mira Costa (SB)
Stop 22	Capistrano & Ave. Vaquero (SB)

# Attachment 2

## San Clemente Trolley Vehicle Potential Rental Program Parameters

### Reservations

- Application with deposit must be submitted at least 4 weeks in advance
- Application must include map of proposed route
- Require deposit to reserve vehicle, part of which may be non-refundable to cover required CHP vehicle inspection prior to use of vehicle. Also require a cleaning deposit.
- Must sign rental agreement/liability waiver.
- Develop cancellation and refund policy.
- City will provide driver, cost included in rental fee.
- Rental fee will be two hour minimum, then hourly rate beyond that or fraction thereof (not prorated)
- Rental fee should include cost of driver, fuel, vehicle inspection, cleaning/prep, staff administration, vehicle depreciation and "add-on" component to help fund the regularly scheduled service
- Rental time starts and ends when driver/vehicle leaves and returns to the City yard
- Applicant must be 25 to rent the trolley

### General Rules/Requirements

- Trolley vehicle must stay within City limits
- No food, drink or smoking is permitted on the trolley.
- Intoxicated persons will not be allowed on the trolley.
- Signs, decorations or writing etc. are not allowed on the exterior of the trolley. Writing or decorations of any kind on the windows is not allowed. Only non-marking tape is allowed to attach decorations to the interior of the trolley (wire, push pins etc. are not allowed).
- All decorations and tape must be removed otherwise cleaning deposit will be forfeited
- Maximum Seating Capacity: 22 + 2 wheelchair, or 24 without wheelchair
- There is no restroom aboard the vehicle
- Windows removed or not?
- Driver has the right to expel any passenger(s) from the vehicle and/or terminate this contract if, in the opinion of the driver, a violation of the above stated conditions has occurred. In the event of such an early termination, there will be a forfeiture of all paid deposits and fees for service.

11-5-19 / 9A-8

12-3-19 / 6I-10

# Attachment 3



City of San Clemente Maintenance or Other Project – Streets

## San Clemente Trolley Operation

Project No. 28801

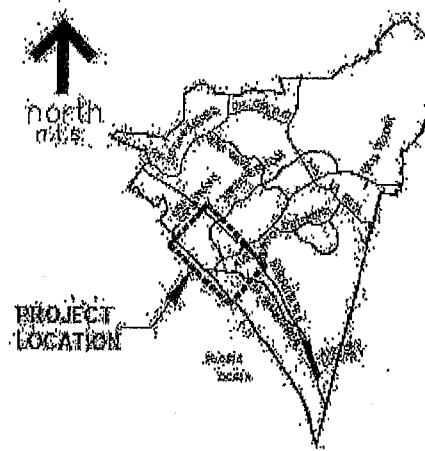
**Lead Dept./Division:** Public Works/Engineering  
**Supporting Division:** Public Works/Maintenance

**Staff Contact:** JJ Knechtel  
 Management Analyst  
 949-361-6115

**Initial Funding Year:** FY 2017  
**Prior Funding:** \$1,400,000

**Target Completion:** Summer 2022

**General Plan Policy:** M-1.09, M-2.08  
 (Please refer to the General Plan for policy code descriptions)



**Project Description:**

Daily operation of San Clemente Trolley from Memorial Day to end of September each summer. Starting in 2019 the trolley will operate two routes: the downtown route and the northern route to connect with the Dana Point Trolley.

**Operating Budget Impact:** Starting in FY 2020, General Fund appropriations will be needed for the required grant funding match due to Air Quality Management District (AQMD) funding rules, which will start phasing out AQMD matching funds. Starting in FY 2024, to continue the trolley will require a significant increase to the General Fund contribution, since the Orange County Transit Authority (OCTA) grants will expire. Therefore, the City would need to fund the entire cost of the trolley program starting with Summer 2023 service, if no other grant funds become available.

**Estimated Costs and Funding Sources:**

Project Estimate	FY 2020 Budget	FY 2021 Forecast	FY 2022 Forecast	FY 2023 Forecast	FY 2024 Forecast	FY 2025 Forecast	Total
Land/Right-of-Way	0	0	0	0	0	0	0
Preliminary Eng.	0	0	0	0	0	0	0
Operations	403,567	408,567	417,567	426,567	430,000	450,000	2,536,268
<b>Total Estimate</b>	<b>403,567</b>	<b>408,567</b>	<b>417,567</b>	<b>426,567</b>	<b>430,000</b>	<b>450,000</b>	<b>2,536,268</b>

Funding Source(s)	FY 2020 Budget	FY 2021 Forecast	FY 2022 Forecast	FY 2023 Forecast	FY 2024 Forecast	FY 2025 Forecast	Total
OCTA Grant	362,015	366,515	374,615	382,715	0	0	1,485,860
Air Quality Fund	28,400	28,900	0	0	0	0	57,300
General Fund	13,152	13,152	42,952	43,852	430,000	450,000	993,108
<b>Total Funding</b>	<b>403,567</b>	<b>408,567</b>	<b>417,567</b>	<b>426,567</b>	<b>430,000</b>	<b>450,000</b>	<b>2,536,268</b>

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN CLEMENTE, CALIFORNIA, APPROVING THE  
SUBMITTAL OF THE SAN CLEMENTE TROLLEY  
CONTINUATION APPLICATION TO THE ORANGE COUNTY  
TRANSPORTATION AUTHORITY FOR FUNDING UNDER  
THE PROJECT V COMMUNITY-BASED  
TRANSIT/CIRCULATORS PROGRAM

WHEREAS, the Community-Based Transit/Circulators program (Project V) establishes a competitive process to enable local jurisdictions to develop community-based local transit services that complement regional transit services and meets needs in areas not adequately serviced by regional transit.; and

WHEREAS, OCTA intends to allocate Project V funds within the incorporated cities and the County; and

WHEREAS, OCTA has established the procedures and criteria for reviewing applications as identified in the Project V Guidelines; and

WHEREAS, by formal action the San Clemente City Council authorizes the nomination of the San Clemente Trolley Continuation project, including all understanding and assurances contained therein.

WHEREAS, the City of San Clemente has been declared by the Orange County Transportation Authority (OCTA) to meet the eligibility requirements to receive revenues as part of Measure M2; and

WHEREAS, the City of San Clemente must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of San Clemente authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the OCTA Board of Directors; and

WHEREAS, the City of San Clemente's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways; and

WHEREAS, the City of San Clemente will comply where applicable with provisions of the Americans with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations; and

WHEREAS, the City of San Clemente will consult with OCTA regarding the need for a paratransit plan prior to starting operations; and



WHEREAS, the City of San Clemente will provide matching funds for the project as required by the Project V Guidelines and shall fund its share of the project costs and any additional costs over the identified programmed amount; and

WHEREAS, the City of San Clemente will not use Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of San Clemente will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the Project.

NOW, THEREFORE, the City Council of the City of San Clemente does hereby resolve as follows:

Section 1. The San Clemente City Council hereby requests that the OCTA allocate Project V funds in the amounts specified in the City of San Clemente's application to the City of San Clemente. Said funds shall be matched by funds from the City of San Clemente General Fund as required and shall be used as supplemental funding to aid the City of San Clemente in the implementation of the proposed transit service.

Section 2. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this \_\_\_\_\_ day of December, 2019.

ATTEST:

\_\_\_\_\_  
City Clerk of the City of  
San Clemente, California

\_\_\_\_\_  
Mayor of the City of San  
Clemente, California

STATE OF CALIFORNIA     )  
 COUNTY OF ORANGE       ) §  
 CITY OF SAN CLEMENTE   )

I, JOANNE BAADE, City Clerk of the City of San Clemente, California, do hereby certify that Resolution No. \_\_\_\_\_ was adopted at a regular meeting of the City Council of the City of San Clemente held on the \_\_\_\_\_ day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Clemente, California, this \_\_\_\_\_ day of December, 2019.

\_\_\_\_\_  
 CITY CLERK of the City of  
 San Clemente, California

Approved as to form:

\_\_\_\_\_  
 City Attorney