

RESOLUTION NO. 2004-310

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING AN AGREEMENT WITH SACRAMENTO REGIONAL TRANSIT
DISTRICT IN SUBSTANTIALLY THE FORM AND CONTENT PROVIDED FOR THE
PROVISION OF TRANSIT SERVICES AND VARIOUS OTHER SUPPORT SERVICES**

WHEREAS, the City of Elk Grove desires to have a continued relationship with the Sacramento Regional Transit District for necessary transit service and provisions to Elk Grove residents; and

WHEREAS, this agreement will provide for necessary and optional services for residents as outlined in the agreement.

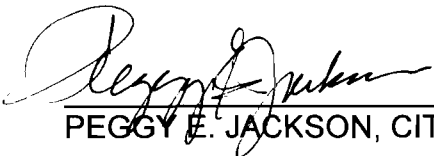
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager or his designee on behalf of the City of Elk Grove to enter into an agreement between the City of Elk Grove and the Sacramento Regional Transit District in substantially the form and content as that provided to the City Council at its meeting of December 15, 2004, for the provision of transit services and various other support services.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 15th day of December 2004.



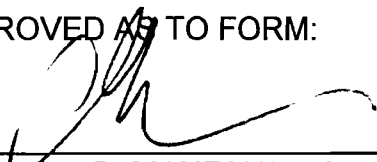
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

**SERVICE AGREEMENT
BETWEEN
REGIONAL TRANSIT AND THE CITY OF ELK GROVE**

RECITALS

The following recitals shall have no legal effect, shall have no functional purpose and shall not be considered as a part of the Agreement nor incorporated into the Agreement:

WHEREAS, CITY incorporated as a municipal corporation effective July 1, 2001; and

WHEREAS, prior to CITY's incorporation, RT provided transit services to destinations within the County of Sacramento that are now located within CITY's municipal boundaries; and

WHEREAS, CITY has not elected to activate its membership in the RT district in the manner set forth under California Public Utilities Code (CPUC) Section 102052.5; and

WHEREAS, pursuant to the Interim Agreement for Elk Grove Bus Service between RT and CITY dated October 16, 2001, RT agreed to continue providing transit service between points within RT's activated boundaries and CITY's municipal boundaries from July 1, 2001 until June 30, 2004; and

WHEREAS, pursuant to the First Amendment to the Interim Agreement for Elk Grove Bus Service dated March 17, 2004, the term of that Agreement was extended through January 1, 2005, and RT and CITY agreed to the manner in which transit service provider responsibilities would transition from RT to CITY as set forth in Section 4 of that Amendment (hereafter "Section 4"); and

WHEREAS, the obligations, duties and conditions set out in Section 4 remain in effect after the termination of the Interim Agreement for Elk Grove Bus Service; and

WHEREAS, paragraph A. of Section 4 provides that CITY will assume responsibility for transit services provided within CITY's boundaries effective January 2, 2005; and

WHEREAS, paragraph B. of Section 4 provides that RT will consent to certain CITY operated transit services serving destinations located within RT's activated boundaries if CITY agrees to reimburse RT for a portion of RT's costs to provide regional transit services and if CITY makes an appointment to the RT Board pursuant to a legislative amendment to RT's Enabling Act supported by CITY; and

WHEREAS, CITY supported the amendments to RT's Enabling Act set forth in Statutes 2004, Chapter 620 (A.B. 466); and

WHEREAS, pursuant to the amendments to RT's Enabling Act enacted under A.B. 466, a city or county that has not activated its membership in the RT district may nonetheless

make an appointment to the RT board if that entity agrees to reimburse RT for that entity's proportionate share of RT's cost to provide a specified level of rail and other districtwide transit services; and

WHEREAS, the parties desire to enter into an agreement whereby CITY agrees to pay RT for CITY's proportionate share of RT's costs incurred on and after January 2, 2005 for RT's existing level of rail and other districtwide transit services; and

WHEREAS, CITY desires, with RT's consent, to provide transit service on and after January 2, 2005, along routes located outside CITY's municipal boundaries as set forth in this Agreement; and

WHEREAS, RT desires, with CITY's consent, to continue providing transit services on and after January 2, 2005, within CITY's boundaries as set forth in this Agreement; and

WHEREAS, both parties desire to enter into further arrangements whereby RT performs additional transit related support services for CITY, including, providing ADA eligibility certifications, and facilities, customer and marketing support services for CITY's transit operations.

The above recitals do not represent and agreed statement of facts, may not be used for any purpose in reference to the Agreement, and in any proceeding related to the Agreement the above recitals may not be considered by the Neutral, mediator or adjudicator of facts.

THE FOLLOWING AGREEMENT between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, herein referred to as "RT" and **CITY OF ELK GROVE**, a municipal corporation, herein referred to as "CITY," is made and entered into on this 15th day of December 2004.

1. TERM

The term of this Agreement is for 1 year, beginning January 2, 2005, and ending on January 2, 2006, unless sooner terminated or cancelled in manner provided herein.

2. CITY APPOINTMENT TO RT BOARD

During the term hereof, CITY may appoint one person to serve on the RT Board as provided under CPUC Sections 102100.4 and 102100.5.

3. CITY PAYMENT FOR RAIL AND DISTRICTWIDE TRANSIT SERVICES

During the term hereof and pursuant to CPUC Section 102100.4(a), CITY must pay RT for CITY's proportionate share of RT's cost to provide rail and other districtwide transit services. CITY's proportionate share of RT's annual costs for such service for RT calendar year 2005 is set forth in Exhibit A. Exhibit A is incorporated herein by this

reference. During the term hereof, RT will invoice CITY monthly for one-twelfth (1/12) of the annual amount set forth in Exhibit A.

4. TRANSIT SUPPORT SERVICES PROVIDED BY RT

RT will provide services to CITY supporting its transit operations as described in Exhibits B and C. Exhibit B sets forth those support services that RT will provide to CITY on an on going basis for which an annual charge is established. Exhibit C sets forth various support services that RT will provide at CITY's request for which individual rates and charges are established. RT will provide ongoing and optional support services as follows:

1. Ongoing Support Services:

- a. For calendar year 2005, RT will provide CITY with ongoing support services as set forth in Exhibit B. Exhibit B is incorporated herein by this reference. Nothing herein will be construed to obligate either RT to offer ongoing support services or CITY to accept such services after calendar year 2005. Either RT or CITY may terminate all or any one of the RT ongoing support functions for which an annual charge has been established by providing the other party with notice terminating such function at least 90 calendar days in advance of the effective date specified in the notice.
- b. The parties may amend Exhibit B or any updated Exhibit B at any time during the term hereof in order to make changes to the support services offered by RT and/or the annual charge for said services during the year. Any such amendment must be approved by both parties. If such an amendment is approved, an amended exhibit will be prepared with a stated effective date. Approval of the amended exhibit will be evidenced by the signatures of the CITY Manager and the RT General Manager/CEO on the exhibit. Upon both party's approval of the amended exhibit, it will be deemed to be incorporated herein by reference.
- c. CITY must pay RT for ongoing support services provided by RT in accordance with the charge established in Exhibit B or any approved updated Exhibit B, including approved amendments thereto. During the term hereof, RT will invoice CITY monthly for one-twelfth (1/12) of the annual amount set forth in Exhibit B or any approved updated Exhibit B, including approved amendments thereto, for ongoing support services RT provides to CITY.

2. Optional Support Services:

- a. For calendar year 2005, and upon CITY's written request, RT will provide the optional support services set forth in Exhibit C. Exhibit C is incorporated herein by this reference. Nothing herein will be construed to obligate either RT to offer optional support services or CITY to accept such services after RT fiscal year 2004-05. RT may discontinue offering all or any one of the RT optional support items by providing CITY with notice of such discontinuance at least 30 calendar days in advance of the effective date specified in the notice.
- b. The parties may amend Exhibit C or any updated Exhibit C at any time during the term hereof in order to make changes to the optional support services offered by RT and/or the rates or charges for said services during the year. Any such amendment must be approved by both parties. If such an amendment is approved, an amended exhibit will be prepared with a stated effective date. Approval of the amended exhibit will be evidenced by the signatures of the CITY Manager and the RT General Manager/CEO on the exhibit. Upon both party's approval of the amended exhibit, it will be deemed to be incorporated herein by reference.
- c. CITY must pay RT for each optional support service or product provided by RT at CITY's request in accordance with the applicable rates or charges therefor as set forth in Exhibit C or any approved updated Exhibit C, including approved amendments thereto. RT will invoice CITY monthly for optional support services provided at CITY's request.

5. CONSENT TO PROVIDE TRANSIT SERVICE

Each party consents to the operation of bus transit service within its boundaries by the other party as follows:

- A. CITY consents to RT operating bus service operating one route and stopping on that route at the bus stops within CITY's boundaries as determined solely by RT. As a matter of public notice, RT will be operating along the route and stopping at the bus stops as shown on Exhibit E. Exhibit E is not a part of this agreement, and its attachment hereto is for information purposes only and shall not be construed either as: (1) direction to operate only on that route or stop only at those stops, or (2) a representation by the CITY of whether the route or stops used by RT within the CITY are or are not a dangerous condition of public property within the meaning of Cal. Govt Code §830 *et. seq.*
- B. RT consents to local bus service operated by CITY along the route(s) and stopping at the bus stops within RT's boundaries as set forth in Exhibit F. Exhibit F is attached hereto and incorporated herein by this reference.

- A. RT consents to express bus service operated by CITY between CITY and downtown Sacramento along the route(s) and stopping at the bus stops within RT's boundaries as set forth in Exhibit G, provided that such service is operated as "closed door" service within RT's boundaries except as otherwise provided in Exhibit G.
- B. The parties may amend Exhibits F and G at any time during the term hereof in order to make changes to the bus service operated by RT within CITY's boundaries or to the bus service operated by CITY within RT's boundaries. Any such amendment must be approved by both parties. If such an amendment is approved, an amended exhibit will be prepared with a stated effective date. Approval of the amended exhibit will be evidenced by the signatures of the CITY Manager and the RT General Manager/CEO on the exhibit. Upon both party's approval of the amended exhibit, it will be deemed to be incorporated herein by reference. Exhibit E may be amended by RT at its pleasure. As a matter of information only, RT will provide a revised Exhibit E not later than 2 weeks before a change in the route or stops.
- C. With respect to paratransit service:
 - 1. Each party consents to complementary paratransit service provided by the other party as required under the ADA and implementing regulations with respect to the bus transit service provided by the other party as described above. Each party is responsible for ensuring that its vehicles, equipment, facilities, and operations conform to the requirements of the Americans with Disabilities Act as set out in 42 USC Sections 12101 through 12213, 47 USC Sections 225 and 611, and 49 CFR Parts 27, 37, and 38 (herein referred to as "ADA").
 - 2. RT and CITY will issue joint instructions to Paratransit Inc. regarding the manner in which it bills each party for ADA service for which the party's have overlapping responsibility.

6. BUS STOPS, POLES AND SHELTERS WITHIN CITY

CITY will grant encroachment permits to RT for bus stop poles, shelters, and benches as set forth in Exhibit D. The parties will maintain and provide for such transit amenities as set forth in Exhibit D. Exhibit D is incorporated herein by this reference.

7. FARE STRUCTURE, TRANSFERS AND VEHICLES

Each party may establish its own fare structure for transit service it operates or controls. RT will endeavor to provide CITY at least 20 days advance notice of any changes to RT's fare structure that would increase any fare or could affect the amount of fare revenues collected by RT on bus service provided within CITY's boundaries. Transfers between each party's transit service and fare revenue sharing related to such transfers

will be as provided in the signed transfer agreement between the parties. Each party has the sole and absolute discretion to determine the type of transit vehicle it will use to provide transit services under this Agreement.

8. Invoices and Method of Payment

A. During the term hereof, RT will invoice CITY monthly at the end of each month for amounts due under Articles 3 and 4 hereof. If RT provides some or all of the services described in Articles 3 and 4 after the close of a calendar year and before an updated or amended exhibit regarding such services is approved by both parties, then CITY will continue to pay RT for such services in accordance with the approved exhibit then in effect for the most recent calendar year; provided that, CITY is not obligated to pay RT for any service it has terminated in the manner provided herein, and provided further that any adjustment to the rates, charges and services set forth in any updated or amended exhibit that is subsequently approved by the parties will be effective as of the beginning of the calendar year to which it applies unless the provisions of the exhibit expressly state otherwise.

B. CITY must pay each invoice within 30 days after the date of the invoice. If CITY disputes any item on an invoice for a reasonable cause, CITY may deduct that disputed amount from the payment, but shall not delay payment for the undisputed items on the invoice. CITY must document the amounts and reasons for its deductions and provide such documentation to RT in writing within 30 days of the date of RT's invoice. Within 10 days after receipt of the CITY's documentation, the parties must meet and attempt to resolve the dispute. To the extent any disputed payment amount is resolved, CITY must pay the undisputed amount to RT within 15 calendar days after the date of the meeting between the parties. Any remaining dispute regarding a payment amount may be addressed in the manner set forth under the article entitled "Disputes."

C. Unless otherwise agreed, payment against invoice must be delivered by first class mail through the facilities of the US Post Office, postage prepaid, addressed to the applicable party in the manner set forth in the article entitled "Communications."

D. If a payment is past due more than 10 days, it will accrue daily interest in at an annualized rate of 8% from the payment due date.

9. NOTICES

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered before 2:00 p.m. personally to the party to whom notice is given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below and transmission is confirmed with the intended recipient before 2:00 p.m., or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated

to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

To CITY:	City Manager City of Elk Grove 8400 Laguna Palms Way Elk Grove CA 95759	Copy to:	Director of Public Works City of Elk Grove 8400 Laguna Palms Way Elk Grove CA 95759
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To RT:	General Manager/CEO P.O. Box 2110 Sacramento CA 95812-2110 Phone: (916) 321-2811 Fax: (916) 444-2156	Copy to:	AGM Planning & TSD P.O. Box 2110 Sacramento CA 95812-2110 Phone: (916) 321-2811 Fax: (916) 444-2156
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10. ADMINISTRATION

The parties designate the following persons for day to day administration of this Agreement; provided that any notice or communication that is required to be given to the either party must be given in the manner provided under the Article entitled "Notices:"

For RT:

Facilities Support Issues:
Title: Facilities Manager
Phone: 916.321.5375

Marketing Support Issues:
Title: Public Information Manager
Phone: 916.321.3881

Customer Support Issues:
Title: Customer Service Administrator
Phone: 916.321.2826

Transfer and Transit Planning Issues:
Title: Senior Planner
Phone: 916.556.0508

For CITY:

City Manager
8380 Laguna Palms Way
Elk Grove, CA 95758
(916) 691-4007

Copy to:

Director of Public Works
8400 Laguna Palms Way
Elk Grove, CA 95758
(916) 691-6411

11. TERMINATION FOR CONVENIENCE

Either party, by written notice to the other party, may terminate this Agreement without cause when it determines in its sole and absolute discretion that it's in its interest to terminate this Agreement. Within 30 days after the date of RT's invoice, CITY must pay RT in accordance with the rates and charges set forth herein for products and services provided prior to the effective date of termination, and for products or services charged on an annual basis, the prorata amount of such charges due as of the effective date of termination based upon a 30 day calendar month. If either party has any property located in the other party's jurisdiction or in the other party's possession, it must be promptly removed or returned, as applicable.

12. TERMINATION FOR DEFAULT

If either party fails to make a payment when due or to provide services in accordance with the terms hereof, or if either party fails to comply with a material term, provision or condition hereof, then the non-defaulting party may terminate this Contract for default. The non-defaulting party may terminate this Agreement by delivering to the other party a Notice of Termination specifying the nature of the default. The defaulting party will only be paid for products provided and/or services performed in accordance with the provisions set forth in this Agreement. CITY must pay RT in accordance with the rates and charges set forth herein for products and services provided prior to the effective date of termination, and for products or services charged on an annual basis, the prorata amount of such charges due as of the effective date of termination based upon a 30 day calendar month. If either party has any property located in the other party's jurisdiction or in the other party's possession, it must be promptly removed or returned, as applicable.

13. OPPORTUNITY TO CURE

Either party may terminate this Agreement immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that (a) the defaulting party has received a written notice containing a reasonably complete description of the default and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

14. DISPUTES

A. In the event of any dispute or disagreement between RT and CITY (individually the "Party," and collectively the "Parties") as to any provision of the Agreement (or the performance of obligations hereunder), the matter, upon written request of either Party, will immediately be referred to representatives of the Parties for decision, each Party being represented by one individual who has no direct operational responsibility for the matters contemplated by this Agreement and who is authorized to settle the dispute (the "Representatives"); the Representatives will promptly meet in a good faith effort to resolve the dispute.

B. If a dispute arises among the Parties in connection with this Agreement or any document or instrument delivered in connection herewith, or a disagreement regarding the interpretation of any provision hereof or thereof (the "Dispute"), the Parties will use the following procedure in good faith prior to any Party pursuing other available judicial or non-judicial remedies:

C. A meeting must be held among the Parties within 15 days after a Party gives written notice of the Dispute to the other Party (the "Dispute notice:") attended by a representative of each Party having decision-making authority regarding the Dispute, to attempt in good faith to negotiate a resolution of the Dispute.

D. If, within 30 days after the Dispute Notice, the Parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by either Party to the other Party, both Parties may agree to jointly appoint a mutually acceptable neutral person not affiliated with any of the Parties (the "Neutral"). The Parties may seek assistance in such regard from the American Arbitration Association or the Center for Public Resources if they have been unable to agree upon such appointment within 40 days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance will be shared equally among the Parties.

E. If the Parties appoint a Neutral:

1. In consultation with the Neutral, the Parties will negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the Dispute, and a time and place for the ADR to be held, with the Neutral (at the written request of either Party to the other Party) making the decision as to the procedure and/or place and time if the Parties have been unable to agree on any of such matters in writing within 15 days after selection of the Neutral.

2. The Parties agree to participate in good faith in the ADR to its conclusion; provided, however, that no Party will be obligated to continue to participate in the ADR if the Parties have not resolved the Dispute in writing within 120 days after the Dispute Notice *and* any Party has terminated the ADR by delivering written notice of termination to the other Party following expiration of said 120-day

period. Following any such termination notice after selection of the Neutral, and if either Party so requests in writing to the Neutral (with a copy to the other Party), then the Neutral will make a recommended resolution of the Dispute in writing to each Party, which recommendation will not be binding upon the Parties.

F. Notwithstanding anything herein to the contrary, nothing in this Section will preclude any Party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the Dispute, either prior to or during the ADR, if necessary to protect the interests of such Party. Further, this Section will be specifically enforceable.

15. CLAIMS

If the Parties are unable to resolve a dispute arising under this Agreement, any dispute or potential claim that either party wants to pursue that has not been settled will be submitted to the other party pursuant to the procedures set forth in Government Code Section 901 *et seq.*

16. INDEMNIFICATION

Pursuant to Section 895.4 of the California Government Code: (1) each party, as indemnitor, must hold harmless, defend, and indemnify the other party, as indemnitee, against any claim, loss, damage, expense, or liability caused by the negligent, wrongful or unlawful act or omission of the indemnitor occurring in the performance of this Agreement, and (2) if a party is held liable upon any judgment for damages caused by a negligent, wrongful or unlawful act or omission occurring in the performance of this Agreement and that party pays in excess of its share based upon principles of comparative fault, that party is entitled to a contribution from the other party to the extent of the other party's comparative fault. If any excess amount remains outstanding after the foregoing contribution is made, the other party will contribute a fraction of that excess equal to: its percentage of fault divided by the total percentage of fault of the parties to this Agreement.

It is the intent of the parties that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party must bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

17. THIRD PARTY OBLIGATIONS

Each party will be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement. Each party's only obligation with respect to such third parties will be limited to reimbursement to the other party for those expenses that it is obligated to reimburse by virtue of the terms of this Agreement.

18. NONWAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

19. MODIFICATION

No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties hereof.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

21. CAPTIONS

The headings or captions to the Articles of this Agreement are not a part of the Agreement and will have no effect upon the construction or interpretation of any part thereof.

22. SEVERABILITY

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of the Agreement will remain in effect.

23. SURVIVORSHIP

The obligations that either party is required to perform during the term of this Agreement will survive the expiration or other termination of this Agreement to the extent those that those obligations remain unperformed as of the expiration or termination of this Agreement.

24. SUCCESSORS AND ASSIGNS

This Agreement will be binding upon and the benefits of this Agreement will inure to the successors and assigns of the parties hereto.

25. AUTHORITY

Each of the signatories to this Agreement represent that he or she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

26. AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each condition, term and provision of this Agreement. No ambiguity shall be presumed to be construed against either party.

27. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the parties in relation to the matters described herein, and no other understanding whether verbal, written or otherwise exists between the parties except as provided under Section 4 of the First Amendment to the Interim Agreement for Elk Grove Bus Service dated March 17, 2004 and any transfer agreement between the parties that is in effect.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first hereinabove appearing.

CITY OF ELK GROVE

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
SOPHIA SCHERMAN
Mayor

By: _____
BEVERLY A. SCOTT
General Manager/CEO

By: _____
JOHN DANIELSON
City Manager

Approved as to Content:

Approved as to Content:

By: _____
Mike Kashiwagi
Director of Public Works

By: _____
MICHAEL R. WILEY
AGM of Planning & Transit
System Development

Approved as to Form:

Approved as to Form:

BY: _____
ANTHONY MANZANETTI
City Attorney

By: _____
MARK GILBERT
Chief Legal Counsel

EXHIBIT A

**RAIL AND DISTRICTWIDE TRANSIT SERVICES
Calendar Year 2005**

- 1. SECTION 102100.4(a) Payment:** CITY will contribute toward the provision of RT light rail service and districtwide bus service in the amount of \$401,659 for calendar year 2005.

EXHIBIT B

ONGOING SUPPORT SERVICES AND CHARGES Calendar YEAR 2005

A. ELIGIBILITY CERTIFICATION SERVICES

RT will provide ADA Paratransit eligibility certification services on behalf of the CITY. The annual charge for that service is \$8,281. The annual charge amount is predicated upon performing 169 certifications per year for CITY residents at a charge of \$49 per certification. RT will adjust the last monthly invoice during any fiscal year so that the annual cumulative billing for this service is based upon the actual number of certifications completed by RT during the fiscal year.

B. FACILITY SUPPORT SERVICES

1. RT will maintain all amenities (shelters, benches, signs etc.) provided by RT within CITY boundaries. Maintenance will include, but is not limited to, periodic cleaning, trash removal, and graffiti removal. For bus stops that are common to both RT and CITY, RT will place a CITY decal on these bus stops. The decal is to be designed by CITY and produced by RT. CITY will provide camera-ready artwork to RT for decal production.
2. RT will replace RT bus stop signs at bus stops within CITY's boundaries that are solely used by CITY with new signs provided by CITY.
3. RT will maintain all amenities installed by RT or RT's contractors in good condition in accordance with RT's maintenance standards.
4. RT will ensure that all advertising placed on RT shelters and benches by RT or an RT contractor conforms to RT's advertising restrictions as set out in its Bus Shelter and Bench Placement and Advertising Contract. Shelters and benches installed by RT must comply with the terms and conditions of said Contract and applicable state and federal laws pertaining to facilities used by disabled persons. CITY hereby finds that RT's placement of bus shelters and benches that contain commercial advertisements are in conformity with CITY's General Plan.
5. RT will allocate approximately 40% of the use of an RT facilities maintenance worker to CITY bus stop maintenance activities.
6. The annual charge for the facility support services set forth above is \$18,709.

C. MARKETING AND CUSTOMER SUPPORT SERVICES:

1. Prior to January 2, 2005, RT will provide the following marketing support services at no charge to CITY:

- a. "Frequently Asked Questions" information on web site, also provided to customer service representatives and public information staff.
- b. CITY shall provide information for inclusion on RT's web site at least ten days prior to the proposed distribution of information on RT's web site.
- c. CITY transit information on RT web site.
- d. CITY staff and consultants will work with RT to define formats, develop final copy, and other details needed to upload CITY transit information onto RT's web site. RT will provide a link to CITY's web site for information regarding CITY services, and CITY will provide a link to RT's web site for information regarding RT services.
- e. Joint news releases to media outlets
- f. CITY shall provide information for inclusion in joint news releases at least ten days prior to the proposed new release date.
- g. December 2004 "Next Stop News" publication explaining service changes.
- h. RT will produce, print, and distribute publications on bus and light rail trains, in RT's Administrative Offices and at Elk Grove City Hall.
- i. Mini-posters on buses and light rail vehicles explaining January 2005 service changes.
- j. Service change information mailing to RT's contact list.
- k. CITY will provide information regarding proposed changes to CITY bus route or schedule changes to RT at least ten days in advance of the proposed distribution of such information to RT's contact list.

2. After January 1, 2005, RT will provide the following marketing and support services:

- a. RT will provide customer service trip planning assistance, including mailing of customer-requested routes and schedules pertaining to CITY transit services. The annual charge for this service is:

\$56,304 to respond to calls, plus \$932 in mailing costs, plus Administrative costs as set forth in item 3.

- b. RT will provide customer complaint/commendation intake services for CITY by recording reported complaints and commendations pertaining to CITY transit services and promptly transmitting such reported information via electronic mail to CITY's Transit Manager. The annual charge for this service is \$530 plus Administrative costs as set forth in item 3. The annual charge amount is predicated upon processing an average of 12 complaints/commendations per month (144 per yr.), each requiring 12 minutes to process at the rate of \$22.10 per hour. The annual charge is subject to adjustment. RT will adjust the last monthly invoice during any fiscal year will be adjusted so that the annual cumulative billing for this service is based upon the actual number of complaints and commendations processed by RT during the fiscal year.
- c. The annual charge for Administrative costs for both items 1 and 2 above is \$468.
- d. CITY has established a phone number for customer inquiries related to CITY service (683-TRAN). Calls from this phone number will be forwarded to RT's Customer Call Center. CITY must reimburse RT for all expenses incurred by RT related to the forwarding of calls from CITY's established phone number to RT. RT will invoice CITY monthly for any costs incurred by RT for call forwarding.
- e. Upon CITY's request, RT will provide the optional marketing and customer support services set out in Appendix 1 to this Exhibit.

EXHIBIT C

OPTIONAL SUPPORT SERVICES AND CHARGES RT FISCAL YEAR 2004-05

Upon CITY's written request, RT will provide the following optional services:

1. RT will print and distribute pocket timetables for bus routes operated by CITY. Camera-ready artwork must be prepared by CITY and submitted to RT no later than eight weeks prior to the proposed distribution date of such materials. RT will charge CITY 3.5 cents per timetable plus the cost of the materials and the labor rate per hour for RT Graphics personnel to prepare materials for reproduction.
2. RT will include CITY transit service route schedules in RT's Connections Route and Schedule Book. CITY shall send the schedule information and related artwork to RT at least eight weeks prior to production for inclusion in RT's Connections Route and Schedule Book. The next anticipated distribution of RT's Connections Route and Schedule Book is June 2005. RT will charge CITY for RT's actual cost per 8-1/2" x 11" page during the first year of this Agreement. This amount shall be increased by no more than 7% per year.
3. Subject to RT staff availability, RT will provide administrative support for CITY to resolve any customer service issues pertaining to RT transit services provided within the CITY's boundaries. The applicable hourly rate for this service will be based upon the actual rate of pay of the RT staff person who provides administrative support.
4. Subject to RT staff availability, RT will provide a Customer Service Representative to attend any transit information outreach event. The charge for this service follows:
 - a. Weekdays (no overtime) at \$15.64 per hour per person for two representatives for a two hour time period would total \$62.56.
 - b. Weekends (overtime at a minimum of 4 hours) at time and a half would equal \$23.46 per hour per person. Thus, the charge for two representatives for the 4-hour period would be \$187.68.
5. See attached Table for applicable rates, charges and estimated lead times for other optional services.

INSERT PAGE 1 FROM EXCEL TABLE OF OPTIONAL CHARGES HERE

INSERT PAGE 2 FROM EXCEL TABLE OF CHARGES HERE.

EXHIBIT D

BUS STOPS, POLES AND ENCROACHMENT PERMITS FOR RT ROUTE BUS SERVICE WITHIN CITY

- A. Without knowledge or investigation of the locations, CITY hereby grants RT an encroachment permit for all bus stop shelters and benches installed by RT or an RT contractor within CITY's boundaries that exist as of January 1, 2005 (Existing Location). RT will obtain an encroachment permit from CITY prior to installation of a bus stop shelter or bench at other than an Existing Location. Such permits may be applied for by RT's contractor on RT's behalf. CITY will not charge RT or its contractor a fee for such permits. CITY, by this Agreement, is not obligated to grant such permit requests. Any encroachment permits granted under this Agreement or by subsequent application by RT, or RT's contractor, shall not constitute knowledge or investigation by the CITY of whether a requested location is or is not a dangerous condition within the meaning of Cal. Govt Code §830 *et. seq.* and will expire and terminate automatically on the cancellation or termination or expiration of this Agreement. RT will notify CITY at least 30 days in advance before a bus stop, shelter and/or bench is to be relocated or removed. CITY will designate all RT bus stops as no parking zones.
- B. CITY will install sign poles at locations requested by RT in order for RT to relocate or establish new bus stops. At CITY's request, RT will place new bus stop signs on existing CITY sign poles, in lieu of CITY's installation of new sign poles, if the existing CITY sign pole is located immediately adjacent to the proposed bus stop. CITY will maintain the bus stop poles and all related CITY improvements in good condition in accordance with CITY's maintenance standards. Installation by the CITY as requested by RT shall not constitute knowledge or investigation of whether a requested location is or is not a dangerous condition within the meaning of Cal. Govt Code §830 *et. seq.*

EXHIBIT E

RT BUS SERVICE TO ELK GROVE

[INSERT MAP PLUS BUS STOP LOCATIONS]

EXHIBIT F

CITY BUS SERVICE TO RT'S MEADOWVIEW LRT STATION

[INSERT MAP]

EXHIBIT G
CITY EXPRESS BUS SERVICE

[INSERT MAP PLUS DOWNTOWN BUS STOPS]

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-310**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 15th day of December 2004 by the following vote:

AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:



A handwritten signature in cursive script, appearing to read "Peggy E. Jackson", written over a horizontal line.

**Peggy E. Jackson, City Clerk
City of Elk Grove, California**