

**CITY OF SANTA ROSA
AND OAKMONT VILLAGE ASSOCIATION
AGREEMENT**

This Agreement is made this 1st day of August 2020, by and between the City of Santa Rosa, a California Municipal Corporation, herein after referred to as "CITY", and the Oakmont Village Association, a California mutual benefit non-profit corporation, hereinafter referred to as "OVA".

RECITALS

- A. CITY is a government agency which provides bus services to the public.
- B. OVA is a homeowners' association whose members own residences in the Oakmont community.
- C. CITY has been providing bus service to the Oakmont community since August 1999.
- D. CITY and OVA desire to enter into a new agreement for bus service for a term of 3-years with four additional one-year optional terms.
- E. CITY and OVA further desire that this Agreement relate back to August 1, 2020, as City and OVA have continued to provide bus service in Oakmont during the Coronavirus-19 pandemic.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Services to be Performed. CITY will provide, through its contractor bus services, thirty-seven- and one-half hours per week of service, weekdays only, which means seven- and one-half hours per day of service within the Oakmont community including shopping trips outside of Oakmont. (Exhibit A attached Route 16 map/schedules). The daily hours of operation will be mutually agreed upon by the parties. CITY and OVA will meet on a regular basis to discuss possible revisions to the services and for CITY to report on system ridership. CITY will provide bus stop signs, shelters, benches, and transit information. OVA will provide promotional materials to market the bus service. All promotional materials of any kind will be provided to CITY for review and approval prior to distribution. Oakmont service will operate as a deviated/flexible fixed-route service; therefore any member of the public (including Oakmont residents) needing to be picked up within the Oakmont community can call the service provider and schedule a "flex trip" in the transit route to pick them up. Flexible ride requests must be made at least two hours in advance of the requested pick-up time.
2. Consideration. This Agreement covers half of the CITY'S operational costs and 100% of the estimated fuel costs for the bus services provided. OVA agrees to pay these costs as set forth below in lieu of the CITY charging fares to riders. CITY and OVA will meet annually

to determine the estimated fuel cost and if there are additional costs for the upcoming year. OVA shall make monthly payments, which shall be received by CITY within ten (10) working days of the first of the month. Monthly payments shall be in the following amounts:

a. For six-month from August 1, 2020 – January 31, 2021, OVA agrees to pay CITY for operational cost at \$29,370 plus estimated fuel cost of \$4,200 for a total amount of thirty-three thousand, five-hundred seventy dollars (\$33,570). OVA will make monthly payments to CITY in the amount of five-thousand, five-hundred ninety-five dollars (\$5,595) per month.

b. For 18-months from February 1, 2021 – July 31, 2022, OVA agrees to pay CITY for operational costs at \$113,253 plus estimated fuel cost of \$12,377, a total amount of One Hundred and Twenty-Five Thousand Six Hundred and Thirty Dollars (\$125,630.00). OVA will make monthly payments to CITY in the amount of Six Thousand and Nine hundred and Seventy-nine Dollars (6,979.00) in year one of the Agreement.

c. For the third year from August 31, 2022 - July 31, 2023, OVA agrees to pay CITY for operational costs at \$76,951 plus fuel cost which will be determined at the annual meeting with OVA. The total sum of operational costs and fuel costs shall be paid monthly in twelve (12) equal payments.

3. Term. The term of this Agreement shall be 3-years, commencing on August 1, 2020 and ending at 11:59 p.m. on July 31, 2023.

4. Option. The option to extend the term on all of the provisions contained in this Agreement for four additional one year terms, each term being a separate option must be exercised by mutual agreement between both parties, at least three (3) months, but no more than six (6) months, before the expiration of the preceding term. The parties shall have ninety (90) days from the date of the option notice to agree on the amount of the monthly payments for the extended term. Upon agreement, the parties shall execute an amendment to this Agreement to memorialize the agreed upon monthly payment amount.

5. Hold Harmless. With respect to CITY's provision of transportation services to OVA under this Agreement, CITY agrees to protect, save, defend and hold harmless OVA and its Board Members, officers, agents and/or employees from any and all claims, liabilities, expenses or damages of any nature, including reasonable attorney's fees and costs (whether the underlying action is meritorious or not), for injury or death of any person, or damage to property, to the extent arising out of the negligent acts, or willful misconduct by CITY or its employees, officers and/or agents; provided, however, CITY shall not be responsible with respect to the sole negligence, or grossly negligent or willful wrongdoing of OVA, its Board Members, officers, agents and/or employees in connection with such claims, liabilities, expenses or damages.

6. Insurance. CITY shall require the entity with which it contracts to provide transportation services to the Oakmont Community to name OVA as additionally insured on the contractor's insurance policies and to include a waiver of subrogation in favor of OVA on its comprehensive general liability policy.

7. Termination. Either party may terminate this Agreement by giving thirty (30) days' notice to the other in writing of its intent to terminate the Agreement. OVA payments due under this Agreement shall be prorated in the event of early termination of this Agreement.

8. Modification. This writing is intended both as the final expression of the Agreement between parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing and signed by both parties.

9. Notice. Except as otherwise specifically provided in this Agreement, any notice, submittal, or communication required or permitted to be served on a party hereto may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail by placing first-class postage affixed thereto and addressed as indicated below, and depositing said envelope in the United States mail to:

CITY: Yuri Koslen, Project Manager,
Transportation and Public Works

45 Stony Point Rd. Santa Rosa, CA
95404

(707) 543-3330 phone
(707) 543-3326 fax

OVA: Tom Kendrick, Vice President,
Oakmont Village Association

6637 Oakmont Drive, Suite A, Santa
Rosa CA 95409

(707) 539-1611 phone
(707) 539-6537 fax

10. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as:

Oakmont Village Association

City of Santa Rosa
A Municipal Corporation

Tom Kendrick, Vice President
Oakmont Village Association

Sean McGlynn, City Manager
City of Santa Rosa

APPROVED AS TO FORM:

City Attorney

Attachment: Exhibit A, Route Map/Schedules

DRAFT

EXHIBIT A

16

Oakmont Circulator and Shopping Trips

**FREE
GRATIS**



Effective April 22, 2019

To request a pick up, within $\frac{3}{4}$ of a mile from the route call
Solicite un viaje dentro de $\frac{3}{4}$ de una milla de esta ruta con llamado al
707-546-1999

WEEKDAYS ONLY / SOLO ENTRE SEMANA

Depart Central Complex	East Rec Center	West Golf Course	Arrive Central Complex	Depart Central Complex	West Rec Center	Meadowstone Dr	Arrive Central Complex
8:15	8:31	8:43	8:50	8:55	8:59	9:03	9:10
9:15	9:31	9:43	9:50	9:55	9:59	10:03	shops/ tiendas
daily shopping trip / viaje de compras diario					11:59	12:03	12:10
12:15	12:31	12:43	12:50	12:55	12:59	1:03	1:10
1:15	1:31	1:43	01:50	1:55	01:59	2:03	2:10
2:15	2:31	2:43	02:50	2:55	02:59	3:03	3:10
3:15	3:31	3:43	03:50	~	~	~	~

SHOPPING TRIPS / VIAJES DE COMPRAS

Weekday Dia de Semana	Shopping Center Centro Comercial	Depart Central Complex	Santa Rosa Village	Arrive at Shopping	Depart Shopping	Santa Rosa Village	West Rec Center
Monday Lunes	Bennett Valley Center	9:55	~	10:23	11:45	~	11:59
Tuesday Martes	Montgomery Village	9:55	10:20	10:30	11:40	11:50	11:59
Wednesday Miercoles	St. Francis Center & Montecito Oliver's	9:55	~	10:23	11:40	~	11:59
Thursday Jueves	Farmers Lane CVS & 4th Street Safeway	9:55	10:20	10:30	11:40	11:50	11:59
Friday Viernes	St. Francis Center	9:55	~	10:23	11:45	~	11:59

HOLIDAYS WITH NO BUS SERVICE

DÍAS FESTIVOS SIN SERVICIO DE AUTOBÚS

New Year's Day	Año Nuevo
Easter Sunday	Domingo de Pascua
Memorial Day	Día Conmemorativo de Los Caídos
Independence Day	Día de Independencia
Labor Day	Día de los Laboradores
Thanksgiving	Día de Gracias
Christmas Day	Navidad









CUSTOMER SERVICES KIOSK HOURS - Monday thru Friday
HORARIO DEL KIOSCO DE SERVICIO - Lunes a Viernes

8:30a - 12:30p	OPEN / ABIERTO
12:30p - 1:00p	CLOSED / CERRADO
1:00p - 4:30p	OPEN / ABIERTO

TELEPHONE / TELÉFONO 707-543-3333

for TTY service call 711 /para servicio TTY llame al 711

srcity.org/CityBus

-  Bus Stop and Time Point
-  Bus Stop
-  16 CityBus Routes
-  Weekly Shopping Trip Route
-  SCT - Sonoma County Transit
-  Recreation Center



Weekly Shopping Trips

Monday/Lunes Bennett Valley Center
 Tuesday/Martes Montgomery Village
 Wednesday/Miercoles St. Francis Center & Montecito Oliver's
 Thursday/Jueves Farmers Lane CVS & 4th Street Safeway
 Friday/Viernes St. Francis Center

