CITY OF SANTA ROSA
AND OAKMONT VILLAGE ASSOCIATION
AGREEMENT

This Agreement is made this ____ day of _____, 2016, by and between the City of Santa Rosa, a California Municipal Corporation, hereinafter referred to as "CITY", and the Oakmont Village Association, a California mutual benefit non-profit corporation, hereinafter referred to as "OVA".

R E C I TA L S

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 three years with two additional one-year optional terms.

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, weekdays only, seven and one half hours per day within the Oakmont community and 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" 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:

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: Deputy Director-Transit Transportation and Public Works 100 Santa Rosa Avenue, Room 6 Santa Rosa, CA 95404 (707) 543-3330 phone (707) 543-3326 fax	OVA: Cassie Turner, Manager Oakmont Village Association 6575 Oakmont Drive, Suite 7 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

Andrea J Altman, President
Oakmont Village Association

City of Santa Rosa
A Municipal Corporation

Sean McGlynn, City Manager
City of Santa Rosa

APPROVED AS TO FORM:

City Attorney

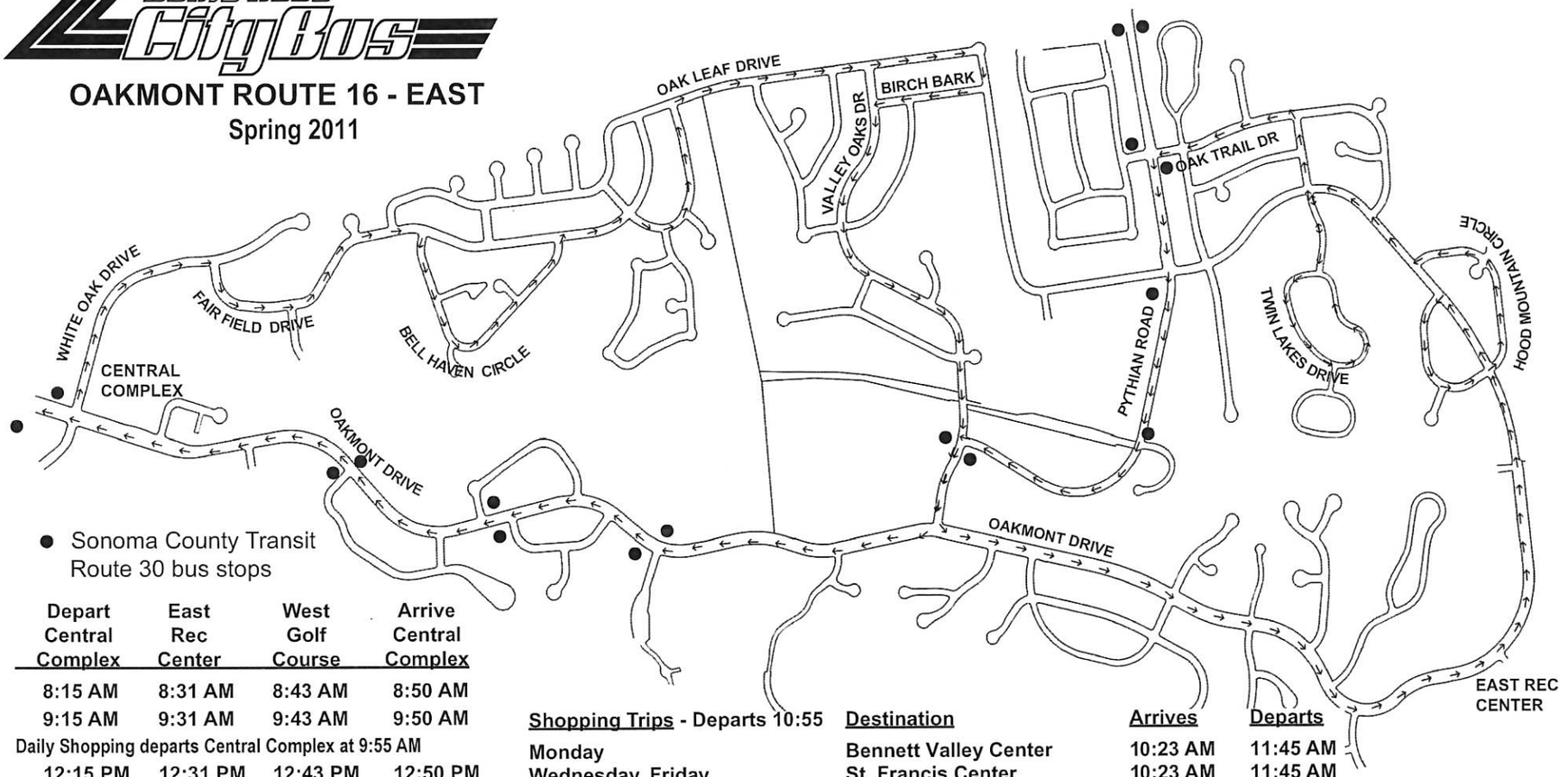
Attachment: Exhibit A, Route Map/Schedules

Exhibit A

Santa Rosa CityBus

OAKMONT ROUTE 16 - EAST

Spring 2011



● Sonoma County Transit Route 30 bus stops

Depart Central Complex	East Rec Center	West Golf Course	Arrive Central Complex
8:15 AM	8:31 AM	8:43 AM	8:50 AM
9:15 AM	9:31 AM	9:43 AM	9:50 AM
Daily Shopping departs Central Complex at 9:55 AM			
12:15 PM	12:31 PM	12:43 PM	12:50 PM
1:15 PM	1:31 PM	1:43 PM	1:50 PM
2:15 PM	2:31 PM	2:43 PM	2:50 PM
3:15 PM	3:31 PM	3:43 PM	3:50 PM

Please arrive at stop 5 minutes prior to posted departure time

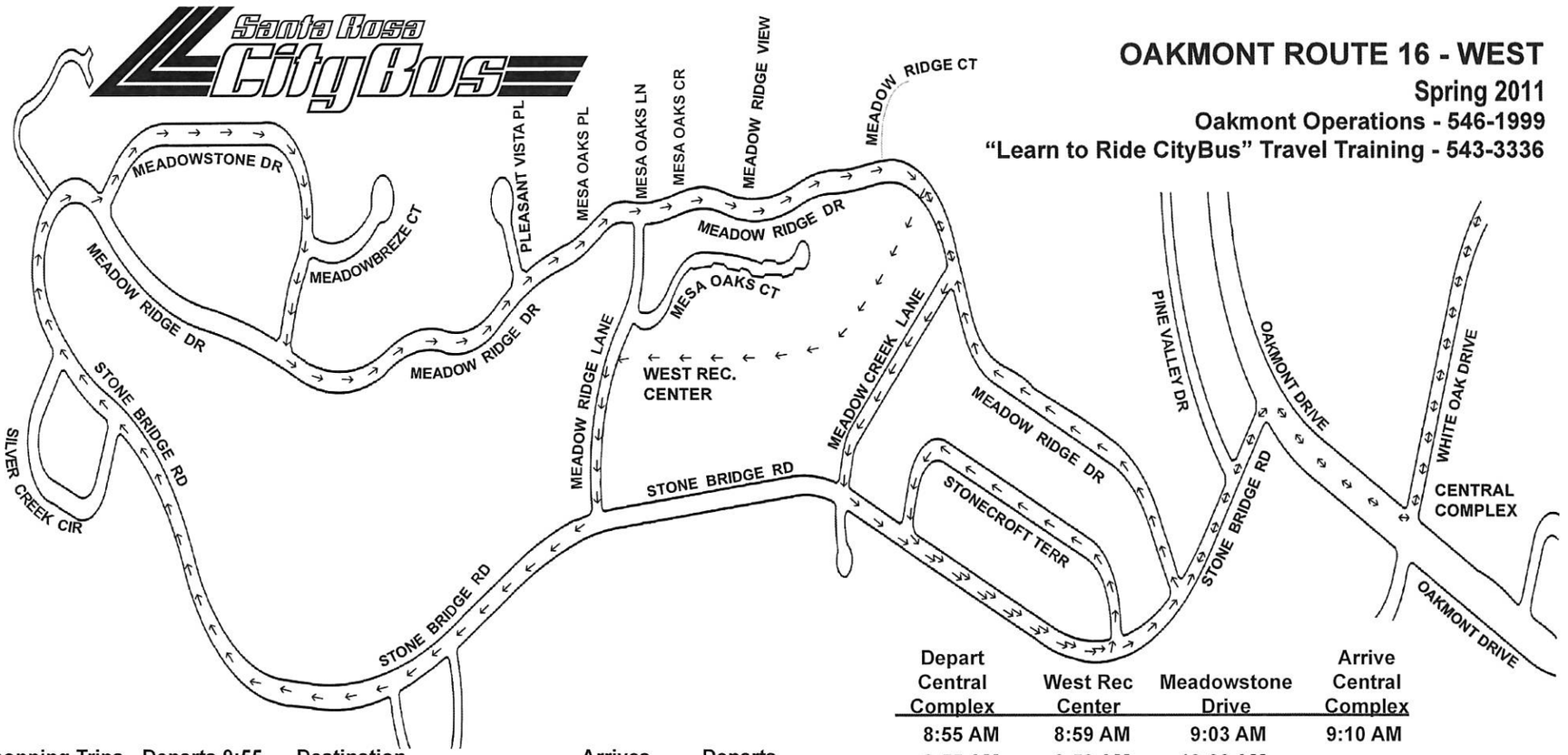
Shopping Trips - Departs 10:55	Destination	Arrives	Departs
Monday	Bennett Valley Center	10:23 AM	11:45 AM
Wednesday, Friday	St. Francis Center	10:23 AM	11:45 AM
Tuesday	Montgomery Village	10:30 AM	11:40 AM
Wednesday	Montecito (Oliver's)	10:30 AM	11:40 AM
Thursday	CVS (Farmers Lane)	10:30 AM	11:40 AM

OAKMONT ROUTE 16 - WEST

Spring 2011

Oakmont Operations - 546-1999

"Learn to Ride CityBus" Travel Training - 543-3336



Depart Central Complex	West Rec Center	Meadowstone Drive	Arrive Central Complex
8:55 AM	8:59 AM	9:03 AM	9:10 AM
9:55 AM	9:59 AM	10:03 AM	
Daily Shopping Trip			
***	11:59 PM	12:03 PM	12:10 PM
12:55 PM	12:59 PM	1:03 PM	1:10 PM
1:55 PM	1:59 PM	2:03 PM	2:10 PM
2:55 PM	2:59 PM	3:03 PM	3:10 PM

*** Check with drive for return departure time. Please arrive at the bus stop 5 minutes prior to the posted departure time

Shopping Trips - Departs 9:55	Destination	Arrives	Departs
Monday	Bennett Valley Center	10:23 AM	11:45 AM
Wednesday, Friday	St. Francis Center	10:23 AM	11:45 AM
Tuesday	Montgomery Village	10:30 AM	11:40 AM
Wednesday	Montecito (Oliver's)	10:30 AM	11:40 AM
Thursday	CVS (Farmers Lane)	10:30 AM	11:40 AM