

NORTH NATOMAS TRANSPORTATION MANAGEMENT ASSOCIATION 2007 SERVICE AGREEMENT

This agreement ("Agreement") is entered into this _____ day of _____, 2006 by and between the **CITY OF SACRAMENTO** ("City"), a charter municipal corporation, and the **NORTH NATOMAS TRANSPORTATION MANAGEMENT ASSOCIATION** ("Recipient"), a California non-profit organization, with respect to the following facts:

- A. The Recipient has the role and responsibility to provide transportation and air quality mitigation services within the North Natomas Transportation Management Association Community Facilities District No. 99-01 as established in Resolution 2000-030 and Agreement 2000-030.
- B. The City Council, by action taken on August 2, 2005, Resolution 2005-584, has agreed to pay the Recipient a total of \$192,000 for Shuttle Services in the 2007 calendar year under services levels defined in Attachment A.
- C. The City will pay Recipient the scheduled amount of \$192,000, upon full execution of this agreement.

TERMS AND CONDITIONS

- 1. The recitals in paragraphs A, B, and C above are accurate and are part of this Agreement for all purposes.
- 2. Recipient agrees to provide services as described in attachment A.
- 3. Recipient agrees to use the funding for the purposes described herein and recipient hereby agrees to use said funds exclusively for the purposes described herein.
- 4. Recipient further agrees that the Director of Finance of the City of Sacramento, or designee, shall at all times have access to the books, records, and accounts kept by Recipient in connection with all sums expended and services provided under this Agreement, for the purpose of making an audit of all expenditures made and services delivered by Recipient in the performance of this Agreement.
- 5. Recipient certifies that any goods or services provided and any persons employed pursuant to this Agreement shall be without discrimination based on sex, color, race, religion, national origin, ancestry, handicap or sexual orientation.
- 6. Recipient and the agents and employees of Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the City.

7. Recipient shall assume all responsibility for its activity and operation; shall bear all losses and damages directly or indirectly resulting to it, to the City and to City employees, that are the result of the performance or character of the operation, unforeseen difficulties, accidents, occurrences, or other causes not predicated on active negligence of the City.
8. Recipient shall assume the defense of, and indemnify and hold harmless the City and its officers and employees from all claims, loss, damage, injury, and liability of every kind, nature, and description, including punitive damage and attorney's fees reasonably incurred, directly or indirectly arising from the performance of Recipient's operations under this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first above written.

NORTH NATOMAS TRANSPORTATION
MANAGEMENT ASSOCIATION,
a California non-profit organization

CITY OF SACRAMENTO,
a municipal corporation

By: Bill Fairbairn
Bill Fairbairn
Executive Director

By: Ray Kerridge
for Ray Kerridge
City Manager

ATTEST:
City Clerk

APPROVED FOR LEGAL FORM:
City Attorney

By: _____

By: J. Canullo

ATTACHMENT A

NORTH NATOMAS TRANSPORTATION MANAGEMENT ASSOCIATION (TMA) COMMUNITY SHUTTLE SERVICE

Goals for this collaborative partnership between the City of Sacramento, Paratransit Inc., North Natomas businesses and the North Natomas TMA effort are:

- To use their respective funding and resources in support of the community's articulated transit vision;
- To provide a variety of transportation options that will reduce the dependence and/or reliance on the private automobile;

The collaborative partnership established a new, efficient, ongoing transportation option for persons traveling in and around the North Natomas Community and commuter service to and from downtown Sacramento, as detailed in this attachment.

SCOPE OF SERVICES FOR THE CITY OF SACRAMENTO

Purpose of the Activity

The North Natomas TMA will be responsible for management of the Flyer community shuttle service for the North Natomas Community.

Location of the Activity

The North Natomas TMA, located in the North Natomas community, will operate an office 9:00 a.m. to 5:00 p.m., Monday through Friday, at 2101 Arena Blvd, Suite 200, Sacramento, CA 95834.

Scope of Service

The scope of service will be based on routes designed for the North Natomas Community with a minimum of 7,600 hours of service for calendar year 2007.

Shuttle service will include:

- 1) **Commuter Shuttle:** From 6:00 a.m. to 9:00 a.m. and 3:30 p.m. to 7:00 p.m., Monday through Friday Fixed route service to work sites and transportation connections in North Natomas and downtown Sacramento.
- 2) **Community Access Shuttle:** From 9 a.m. to 3:30 p.m., Monday through Friday Demand-response service within North Natomas community only
- 3) **Shopper Shuttle:** From 11:00 a.m. to 2:15 p.m., every Wednesday Fixed route service connecting residents to shopping centers within North Natomas community.

Community Access Shuttle and Shopper Shuttle services are offered at no charge for residents and employees of North Natomas.

Hours of Operation:

Monday thru Friday (excluding holidays)

6:00 a.m. – 9:00 a.m. – Commuter Service

9:00 a.m. – 3:30 p.m. – Community Access Service

3:30 p.m. – 7:00 p.m. – Commuter Service

Wednesday (excluding holidays)

11:00 a.m. – 2:15 p.m. – Shopper Shuttle

Operational Cost

25 hours 5 days per week x 25 weeks 3,125 hours
34 hours 5 days per week x 35 weeks 4,250 hours (additional shuttle)

Total Annual Hours 7,375 Hours
7,375 hours x \$55 per hour \$405,625

Administrative Cost

TMA Shuttle Project Manager \$18,000
Marketing and bus signage \$20,000

Total **\$443,625**

Revenue Source

City of Sacramento \$192,000
North Natomas TMA \$107,625
Donahue Schriber
(based on 540,974 sq ft at .11 per sq ft) \$59,507
CB Richard Ellis
(based on 254,480 sq ft at .11 sq ft) \$27,993
Ticket Revenue \$24,000
SACOG grant \$32,500

Total **\$443,625**

DELIVERABLES

The Executive Director shall provide a report to the City detailing the hours of operation of the shuttle service and costs for fiscal year 2007.

Deliverables shall be sent to:

Mark Griffin
Development Finance Manager
City of Sacramento
New City Hall
915 I Street, 3rd Floor
Sacramento, CA 95814
(916) 808-8788
fax (916) 808-5786
mgriffin@cityofsacramento.org
internal mail code D4823