

**AGREEMENT FOR FUNDING  
ROUTE 643 SERVICE TO RALEY FIELD**

**THIS AGREEMENT FOR FUNDING** between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, hereinafter referred to as "RT," and the **CITY OF SACRAMENTO**, a municipal corporation, hereinafter referred to as "CITY," is made and entered into on \_\_\_\_\_, 2007.

**RECITALS**

**WHEREAS**, RT provides fixed route transit service between downtown Sacramento and Raley Field from March through September each year along Route 643; and

**WHEREAS**, Route 643 service provides a direct connection between Downtown Sacramento and Raley Field in West Sacramento; and

**WHEREAS**, CITY desires to subsidize a portion of the operating costs for Route 643; and

**WHEREAS**, RT and CITY desire to enter into this Agreement for Funding to set forth CITY's obligation to fund Route 643 service to Raley Field.

**WITNESS**

**NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:**

**1. PURPOSE**

The purpose of this Agreement is to set forth CITY's obligation to fund a portion of the costs for RT to operate the service described in attached Exhibit "A" (hereafter "**Route 643 service**"), which provides accessible and frequent transit service between Downtown Sacramento and Raley Field in West Sacramento before and after home games of the Sacramento River Cats baseball team during each baseball season.

**2. TERM OF AGREEMENT**

This Agreement is effective as of March 29, 2007 and expires when CITY pays RT for CITY's share of the cost of Route 643 service; however, the obligations that either party is required to perform during the term of this Agreement will survive the expiration or other termination of the Agreement to the extent that those obligations remain unperformed as of the expiration or termination of the Agreement.

**3. ROUTE 643 Service**

The route and schedule for Route 643 service is set out in Exhibit A, which is attached hereto and incorporated herein by this reference. RT retains the right, in its sole discretion, to change the route and schedule for Route 643 or to discontinue all or part

of Route 643 service. If RT either makes changes to or discontinues Route 643 service during the term of this Agreement, RT will endeavor to provide CITY with notice at least 10 days prior thereto. Subject to RT's rights as set forth above, RT will provide Route 643 service on the days the River Cats baseball team plays home games from: (a) March 29th through September 3rd, 2007 ("**Regular Season**") and, (b) September 4th through September 30, 2007 ("**Post Season**"), if the River Cats baseball team has play-off games.

#### **4. CENTRAL CITY FARE**

The current Central City Fare, which is valid for one ride within the Central City Zone, is \$1.00. Persons riding on Route 643 service will be required to pay the Central City Fare or show proof of a Central City Fare Equivalent. RT retains the right, in its sole discretion, to change the Central City Fare during the term of this Agreement. If RT changes the Central City Fare during the term of this Agreement, RT will endeavor to provide CITY with prior notice at least 10 days before the effective date of the revised Central City Fare.

#### **5. ROUTE 643 OPERATING COSTS**

- A. The total cost to operate Route 643 service during the Regular Season is estimated to be \$168,817. The total cost is based upon the number of days of service to River Cats' home games during the Regular Season, the estimated vehicle hours of service, and RT's direct hourly service rate per vehicle hour.
- B. RT's daily cost for Route 643 service (during both the Regular Season and Post Season) is \$2,802 per day for service provided on Friday and Saturday, and \$2,101 per day for service provided Sunday through Thursday. Net Operating Cost for Route 643 service means RT's daily cost, as set forth in the preceding sentence, for each day Route 643 service is provided, less the amount of cash fares actually collected from persons riding on Route 643 service on each such day. Cash fares means fares paid only in the form of U.S. currency and only those cash fares collected by RT on board Route 643 service.
- C. CITY is obligated to pay RT one-third of its Net Operating Cost for Regular Season Route 643 service in an amount not to exceed \$56,272 and one-third of RT's Net Operating Cost for Post Season Route 643 service.
- D. If RT does not provide all of the Route 643 service for the Regular Season, the amount owed by CITY will be reduced on a pro-rata basis and CITY is only obligated to pay one-third of RT's Net Operating Cost for service actually provided by RT. CITY is further obligated to pay RT one-third of RT's Net Operating Cost for Route 643 service actually provided during the Post Season.

#### **6. METHOD OF PAYMENT**

RT will invoice CITY on or after July 1<sup>st</sup> (for Route 643 service provided from March 29<sup>th</sup> through June 15<sup>th</sup>) and on or after September 15<sup>th</sup> (for Route 643 service provided from

June 16<sup>th</sup> through September 3<sup>rd</sup>) for its Net Operating Cost to provide Route 643 service during the Regular Season. If Post-Season service is provided, RT will invoice CITY on or after October 15th for its Net Operating Cost to provide such service. CITY's payment is due 30 days after the date of RT's invoice. RT will provide CITY with information on Route 643 service, including, without limitation, the days of the week and the hours of service provided each day, ridership and fare revenues, within thirty days from the date of receipt of CITY's written request.

**7. TERMINATION FOR CONVENIENCE**

CITY may terminate this Agreement at its convenience by giving at least 10 calendar days' advance written notice to RT specifying the termination date. In the event of termination, CITY must pay RT for CITY's share of the costs of service provided prior to the effective date of termination in accordance with the terms set out in Article 5 and 6.

**8. INDEMNIFICATION**

Pursuant to Section 895.4 of the California Government Code: (1) each party, as indemnitor, must hold harmless and indemnify the other party, as indemnitee, against any claim, loss, damage, expense, or liability caused by the negligent or wrongful 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 or wrongful act or omission occurring in the performance of this Agreement and that party pays in excess of its share based on 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: that party's percentage of fault divided by the total percentage of fault of the parties to this Agreement.

**9. RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement is intended to create, and nothing herein will be considered as creating, any partnership, joint venture, or agency relationship between RT and CITY.

**10. INDEPENDENT CONTRACTOR**

In the performance of services under this Agreement, RT will act as an independent contractor and CITY and its employees will not be considered as employees of RT. Nothing herein will be construed as or deemed to create the relationship of employer/employee or principal/agent between CITY and RT employees assigned to provide services under this Agreement. RT will assume all responsibility for payment of wages to RT employees and for federal and state income tax withholding. RT hereby agrees to indemnify and hold CITY, its officers and employees, harmless from any and all claims that may be made against CITY based upon any contention by any RT employee or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose

whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

**11. NONDISCRIMINATION**

In the performance of the services set out in this Agreement, RT may not discriminate against any employee or passengers on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or disability, or sexual orientation.

**12. 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 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, 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 RT: Sacramento Regional Transit District  
Attn: Director of Planning  
PO Box 2110  
Sacramento CA 95812-2110  
Phone: (916) 556-0507  
Fax: (916) 442-2893

TO CITY: Paul Sheridan  
Parking Facilities Division  
City of Sacramento  
921 10<sup>th</sup> Street, 1<sup>st</sup> Floor  
Sacramento CA 95814  
Phone: (916) 264-6817  
Fax: (916) 264-5115

**13. NONWAIVER**

No waiver of any breach of any term or condition of this Agreement will be construed to be a waiver of any successive breach of the same or any other term or condition of this Agreement.

**14. GOVERNING LAW**

The interpretation and enforcement of the Agreement is governed by the laws of the State of California, the state in which the Agreement is signed. The parties' representatives identified in Article 12 may agree to submit any disputes arising under

the Agreement to binding arbitration in accordance with the procedures of the American Arbitration Association.

**15. MODIFICATION**

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

**16. 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 constitutes but one and the same instrument.

**17. 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.

**18. SEVERABILITY**

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

**19. AUTHORITY**

Each of the signatories to this Contract represent that they are authorized to sign the Contract on behalf of such party and that all approvals, resolutions and consents which 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 Contract.

**20. AMBIGUITIES**

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

**21. ENTIRE AGREEMENT**

This Agreement embodies the entire Agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties.

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

**CITY OF SACRAMENTO**

**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

By: \_\_\_\_\_  
RAY KERRIDGE  
City Manager

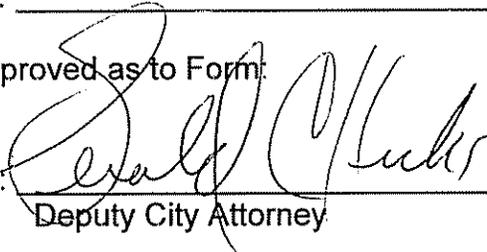
By: \_\_\_\_\_  
BEVERLY A. SCOTT  
General Manager/CEO

Approved as to Content:

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

Approved as to Form:

Approved as to Form:

By:  \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
RT Attorney

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## EXHIBIT A

### ROUTE 643 RALEY FIELD SHUTTLE SERVICE

Pre-Game and Post-Game: Three (3) buses for games scheduled on Sunday through Thursday and 4 buses for games scheduled on Friday through Saturday.

Pre-game service commences 1-½ hours before each game and extends until ½ hour after the start of each game.

Post-game service commences 1 hour prior to the end of the game and continues until the crowd disperses at Raley Field.

The frequency of service during the pre-game and post-game periods along the route is approximately every 5 minutes per stop

During Game: One bus providing service along the route resulting in a schedule of approximately every 10 minutes per stop for the duration of the game.