

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Public Works *Mal*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE November 13, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of the Memorandum of Understanding with the Riverbank Oakdale Transit Authority Regarding the Fiscal Year 2012-2013 Transportation Development Act Claim and Approval of the Memorandums of Understanding with the Cities of Riverbank and Oakdale to Provide Dial-a-Ride Transit Services to Those Cities

STAFF RECOMMENDATIONS:

1. Approve the Memorandum of Understanding (MOU) with the Riverbank Oakdale Transit Authority (ROTA) regarding the Fiscal Year 2012-2013 Transportation Development Act (TDA) Claims and Services effective January 1, 2013 through June 30, 2013.
2. Approve the Memorandum of Understanding with the City of Oakdale for Stanislaus Regional Transit (StaRT) to provide Dial-a-Ride (DAR) transit services to the City effective January 1, 2013.

(Continued on Page 2)

FISCAL IMPACT:

Public Works - Local Transit System's Adopted Budget for Fiscal Year 2012-2013 includes Local Transportation Funds, Federal Transit Administration funds, State Transit Assistance funds, and fare revenues for operation of StaRT services. As a result of consolidating ROTA transit services with StaRT, transit revenues allocated to ROTA in FY 2012-2013 will be directed to Stanislaus County beginning January 1, 2013. Local Transportation Funds (LTF) of \$215,013.50 in addition to the projected fare revenue of \$16,000 for a total of \$231,013.50 will be used for expenditures for transit services to be provided in the Cities of Oakdale and Riverbank.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-567

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) X Approved as recommended
- 2) \_\_\_\_\_ Denied
- 3) \_\_\_\_\_ Approved as amended
- 4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-1-B-5, C-7-B-7

Approval of the Memorandum of Understanding with the Riverbank Oakdale Transit Authority Regarding the Fiscal Year 2012-2013 Transportation Development Act Claim and Approval of the Memorandums of Understanding with the Cities of Riverbank and Oakdale to Provide Dial-a-Ride Transit Services to Those Cities

**STAFF RECOMMENDATIONS (Continued):**

3. Approve the Memorandum of Understanding with the City of Riverbank for StaRT to provide Dial-a-Ride transit services to the City effective January 1, 2013.
4. Approve the Public Works Transit Manager to enter into a License and Access Agreement with the Riverbank Local Redevelopment Authority for parking space for StaRT buses effective January 1, 2013 to June 30, 2013.
5. Amend the Salary and Position Allocation Resolution to reflect the recommended changes outlined in the Staffing Impacts section, effective the December 29, 2012 pay period.
6. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

**FISCAL IMPACT (Continued):**

This includes approximately \$25,362 for salaries, \$118,382 for the DAR service contract, \$10,000 for marketing, updating ROTA and StaRT websites, \$2,000 for leases, and \$5,269 for fixed assets.

As part of this report, staff is requesting approval of one additional full-time position in the Local Transit Division. The estimated annual weighted cost of the requested position is \$82,725. The cost for this position for the remainder of the current fiscal year is estimated to be \$42,862. The Division currently uses the services of a personal services contractor in a part time capacity, with a not to exceed contract for \$35,000 annually. On approval and recruiting of the requested position, the services of the personal service contractor will not be renewed, reducing the annual impact to \$50,725. The impact for the remainder of the current fiscal year is \$25,362. The current year's Local Transit budget has sufficient funds available to fund this position.

StaRT's annual Transportation Development Act (TDA) claim will include revenues and future expenditures allocated to the service areas of Oakdale and Riverbank for transit operations. There will be no impact to the County's General Fund.

**DISCUSSION:**

In June of this year, the ROTA Board of Directors voted to approve the County's proposal to merge ROTA and StaRT transit services and to incorporate existing transit services operated by ROTA into the County's transit system. Subsequently, at the July 24, 2014 Board of Supervisors (BOS) meeting, the Board approved staff's request to enter into negotiations with the Cities of Oakdale and Riverbank for StaRT to provide transit services to both communities previously served by ROTA. At the October 9, 2012 Board meeting, the ROTA Board approved the MOU with the County pertaining to the Fiscal Year 2012-2013 TDA Claims and the proposal to operate the existing transit services from January 1, 2013 through June 30, 2013. At the City of Oakdale Council meeting on October 15, 2012, the Council approved the MOU between the County and the

Approval of the Memorandum of Understanding with the Riverbank Oakdale Transit Authority Regarding the Fiscal Year 2012-2013 Transportation Development Act Claim and Approval of the Memorandums of Understanding with the Cities of Riverbank and Oakdale to Provide Dial-a-Ride Transit Services to Those Cities

City for the provision of Dial-a-Ride service in the City beginning January 1, 2013. The City of Riverbank City Council also approved the MOU between the County and City for DAR service to be provided by StaRT beginning January 1, 2013 at the October 22, 2012 Council meeting.

Currently, the County oversees administrative responsibilities and manages transit operations for the Cities of Patterson, Waterford, and Newman. Services provided in the Communities of Patterson, Newman, and Waterford are managed through MOUs established with these cities respectively in July 2000, July 2003 and July 2004. As a result of the merger of ROTA and StaRT transit services, the County will oversee administrative responsibilities and manage transit operations for the Communities of Oakdale and Riverbank. The County will also undertake transit audits as required by Federal and State regulations on behalf of these cities.

As part of consolidating both transit systems, staff has completed a number of tasks and activities associated with merging ROTA and StaRT transit services. The County worked with ROTA on transit planning and financial activities for transit operations, as well as with the Cities of Oakdale and Riverbank to address concerns raised regarding merging transit services. Major tasks completed include:

- A. Developing an action plan on how TDA funds would be divided between ROTA and the County due to the merger of transit services. As a result, a MOU outlining how TDA funds would be divided between ROTA and the County was developed for approval by the Board of Supervisors (Attachment A).
- B. Determining the type of service to be provided in the Cities of Oakdale and Riverbank based on initial evaluation of ROTA's ridership data. Preliminary findings from the analysis of current ROTA transit service indicates the need to provide DAR services in the Cities of Oakdale and Riverbank as outlined in the attached MOUs for each City. Staff continues to analyze ROTA's ridership data. As delineated in the Scope of Services created as part of the MOU, the County will determine the service hours and miles for the DAR services in conjunction with StaRT system-wide service planning and development process.
- C. Recommending leasing parking space from the Riverbank Local Redevelopment Agency to enable StaRT to park its buses in close proximity to the City's Compressed Natural Gas (CNG) fueling station. Currently, ROTA has an agreement with the City of Riverbank to fuel the buses while in service. Staff is seeking approval to lease approximately two thousand two hundred and seventy-five (2,275) square feet to park StaRT buses to address distance (range) traveled by the buses in-between service as the tanks on the buses do not have capacity to accommodate large quantities of fuel. Staff continues to work with the service operator, Storer Transit Systems Inc., to ensure this issue is addressed as part of the next service contract.

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**POLICY ISSUES:**

This action is consistent with the Board's priorities of Efficient Delivery of Public Services and Effective Partnerships by exploring all viable options to best meet the public transit needs of County residents.

**STAFFING IMPACTS:**

There are currently three full-time employees and one Personal Service Contract in the Public Works Transit Division. The full-time positions include one Manager III, one Staff Services Coordinator, and one Associate Planner. As a result of additional responsibilities due to the consolidation of ROTA and StaRT transit services; there is a need for an additional full-time position in the Division. The position will be responsible for planning, coordinating, directing and performing a variety of specialized administrative services in the areas of marketing, transit service promotion, customer service, development and production of StaRT public schedules, community outreach, analysis of transportation service, coordination of transportation and mobility activities with multiple agencies, and marketing contract management.

It is recommended to restore an unfunded Administrative Clerk III position (1744) from the Road & Bridge division and transfer the position to the Transit division. Based on the job duties and responsibilities listed above it is recommended to reclassify the position to a Staff Services Analyst. The restoring, transfer and reclassifying of the position will ensure that staff is able to manage the added responsibilities as a result of consolidating transit services. If this staffing change is approved, the current personal service contract will not be renewed.

**CONTACT PERSON:**

Eunice Lovi, Public Works Transit Manager. Telephone: (209) 525-7560.

EL:lc

H:Eunice Lovi/BOS/FY12-13/Service Consolidation/ROTA-START Merger\_BOS 11.13.12



**LICENSE AND ACCESS AGREEMENT  
BRIDGES BUSINESS PARK**

THIS LICENSE AND ACCESS AGREEMENT (this "License") is made on October 30, 2012 by and between Stanislaus County Public Works – Transit Division ("Licensee") and the Riverbank Local Redevelopment Authority ("Licensor"). Licensee and Licensor are referenced individually as the "Party" and collectively as the "Parties."

1. Background. The United States government and the Department of the Army (collectively, the "Government") are the owners of Property (as defined below). Licensor operates and maintains the Property pursuant to a lease between Licensor and the Government dated April 1, 2010, as amended from time to time ("Base Lease"). Licensor will allow Licensee to use the Licensed Premises (as defined below) pursuant to the terms, conditions, covenants and restrictions contained in this License.
  
2. Grant of License.
  - 2.1. Use of Licensed Premises. Licensor hereby grants to Licensee the right to use that part of the property located at 5300 Claus Road in Modesto, California (the "Property"), consisting of approximately two thousand two hundred and seventy-five (2,275) square feet (the "Licensed Premises"), on the terms set forth herein. The Licensed Premises are depicted in greater detail in Exhibit A attached hereto and incorporated herein by this reference.
  
  - 2.2. License Fee. As consideration for use of the Licensed Premises, Licensee shall pay to Licensor, in advance and without offset, a license fee in the amount of two hundred and twenty seven and fifty (\$227.50) (the "License Fee"). The monthly license fee will be due no later than the tenth (10<sup>th</sup>) day of each month. All remittance shall be sent to the following address: 5300 Claus Road, Suite 1, Modesto, California 95357. Licensor shall have the right without notice or demand to add to the amount of any payment which is not paid or received by Licensor by the tenth (10<sup>th</sup>) day of each calendar month, an amount equal to ten percent (10%) of the delinquency.
  
  - 2.3. Holdover Fee. In the event Licensee holds over past the expiration or termination hereof, Licensee shall pay to Licensor (\$20.00) per day of such holdover period. Licensee shall use the Licensed Premises only for those purposes authorized in Section 4 of this License.
  
3. Term. The term of this License shall commence on January 1, 2013 and terminate on June 30, 2013. (the "Initial Term"). If the term of this License is extended beyond the Initial Term, the License shall terminate upon submission of fifteen (15) days written notice of either Party. Upon termination of this License, the license fee shall be prorated

based on the actual number of days the Licensee used or was obligated to pay for the Leased Premises.

4. Use of Licensed Premises.

4.1. Authorized Use of Licensed Premises. Licensee shall use the Licensed Premises only for the purposes specified in this Section 4 and for no other purpose. Only the following uses of the License Premises are authorized:

Parking of four (4) ROTA vehicles acquired by the County for provision of transit services.

4.2. Compliance. Licensee shall comply with all legal requirements affecting the Licensed Premises and its use. Licensee shall not (a) do or permit anything to be done, nor bring or keep anything in or around the Licensed Premises, that will increase the risk of fire or other loss (including by way of example, bring flammables or explosives into the Licensed Premises or bringing fuel-powered machinery in the Premises), (b) do or permit anything to be done which may be a nuisance to the tenants on the Property, (c) store anything outside any of the buildings on the Property, (d) place any signs on or around the Property unless otherwise agree to in writing, nor (e) commit or suffer any waste upon or about the Licensed Premises.

Licensee shall not, and shall not direct, suffer or permit any of its agents, contractors, employees, licensee or invitees to at any time handle, use, manufacture, store or dispose of on or about the Licensed Premises any flammables, explosives, radioactive materials, hazardous waste or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance subject to regulation by or under any federal, state, and local laws, regulations and ordinances relating to the protection of the environment or the keeping, use, or disposition of environmentally hazardous materials, substances or wastes (collectively "Hazardous Materials"). Licensee shall protect, defend and indemnify and hold harmless Licensor and its employees and agents, the Riverbank Local Redevelopment Authority, the City of Riverbank, the City Council, its Boards, Commissions, Officers, Employees, Agents and Volunteers, the United States Army, and at Licensor's request any property manager with respect to the Property and/or any mortgagee of Licensor, from and against any and all loss, fees, penalties, fines, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Licensee to fully comply with all applicable environmental laws related to Hazardous Materials, or the presence, handling, use or disposition in or from the Licensed Premises of any Hazardous Materials, or by

reason of any actual or asserted failure of Licensee to keep, observe, or perform any provision of this paragraph.

- 4.3. Rules and Regulations. Licensee is responsible for all of its agents and visitors and shall ensure that they do not do anything which Licensee is not authorized to do. Licensee shall faithfully observe and comply with all the rules and regulations which Licensor may promulgate from time to time regarding the use of the Licensed Premises or any part of the Property ("Rules and Regulations").
5. Acceptance of Licensed Premises. By entry hereunder, Licensee acknowledges that it has examined the Licensed Premises and accepts the same "AS IS" and as being entirely satisfactory. Licensor has no obligation to alter the Licensed Premises.
6. Alterations, Repairs and Maintenance. Licensee agrees to not make or permit any alternation of the Licensed Premises. Licensee shall maintain the Licensed Premises in its present condition and shall keep the same neat, clean and orderly. Licensor shall have the right to perform such repairs, in which case all repair costs shall be immediately payable by Licensee upon Licensor's request. Should this license include the use of any equipment that is to remain in Licensor's name, the equipment shall be returned to Licensor as good condition as when Licensee took possession. It is understood that it is the sole responsibility of the Licensee to maintain such equipment.
7. Entry by Licensor. Licensor and its agents shall have the right to enter the Licensed Premises for any business purpose, including to inspect the same or to make repairs or alterations to any part of the Licensed Premises or Property. Licensee shall not alter any lock or install a new or additional lock on any door, entrance or access way of the Licensed Premises without the prior written consent of the Licensor.
8. Parking Areas. Licensee and Licensee's employees, agents, suppliers, customers and patrons shall have the non-exclusive right to use, for vehicular parking, reasonably adequate parking areas to be designated by Landlord. Use of the parking areas shall at all times be subject to the Rules and Regulations and the terms and conditions of this License.
9. Common Areas. In addition to the Licensed Premises, subject to the Rules and Regulations (as defined below) and the terms and conditions of this License, Licensee shall have the non-exclusive use of all areas and facilities within the Property that are not designated by Licensor for the exclusive use of Licensee, Licensor, the Government or any other Licensee or tenant of the Property. Such non-exclusive use of shall include but not be limited to the roadways, loading facilities, sidewalks, vehicle parking areas, railways, rail spurs, driveways, footways and any other facilities designated by Licensor as common use areas or facilities (collectively, the "Common Areas"). The use of the Common Areas shall be for the non-exclusive use of Licensee and Licensee's employees,



agents, suppliers, customers and patrons, in common with Licensor and all other Licensees and tenants of the Property and all such other persons to whom Licensor has previously granted, or may hereinafter grant, rights of usage; provided that such nonexclusive use shall be expressly subject to the Rules and Regulations (as defined below). Licensor reserves the right to alter, modify, enlarge, diminish, reduce or eliminate the Common Areas from time to time.

Licensee shall not be entitled to use the Common Areas for storage of goods, vehicles, refuse or any other items. If Licensee shall use any of the Common Areas for storage of any items, Licensee shall pay all fines and other charges imposed upon either Licensor or Licensee by any fire, building or other regulatory body, and Licensee shall pay all costs incurred by Licensor to clear and clean the Common Areas and dispose of such items, including but not limited to, a disposal fee of Twenty-Five Dollars (\$25.00) for each pallet or other container and Fifty Dollars (\$50.00) for each drum, together with any additional costs for testing and special disposal, if required.

10. Utilities.

10.1. Licensor shall furnish and pay for sewage and water services to the Licensed Premises. If Licensee's water usage exceeds ten thousand (10,000) gallons per month, Licensee shall pay for such excess usage within thirty (30) days following Licensee's receipt of a bill or invoice from Licensor. Licensor shall also furnish electricity and natural gas to the Premises, which shall be separately metered and paid for by Licensee. Licensee shall pay all service charges and all initial utility deposits and fees for, janitorial, trash removal, telephone and any other utility services furnished to the Premises during the term of this License ("Utilities"). Licensee shall pay for such Utilities in addition to license fees. If any such Utilities are not separately metered or billed to Licensee for the Licensed Premises but rather are billed to and paid by Licensor, Licensee shall pay to Licensor, as additional license fees, its pro rata share of the cost of such services as reasonably determined by Licensor. If any Utilities are not separately metered, Licensor shall have the right to determine Licensee's consumption by either submetering, survey or other methods designed to measure consumption with reasonable accuracy. Licensor may designate the provider of Utilities and in such event Licensee shall use such designated provider; provided that Licensee shall have no claim against Licensor, of any type, for any failure of such provider to provide such service, and Licensee's remedy, if any, shall be limited to such provider.

10.2. Licensee acknowledges that Licensor and Government in no way warrants the conditions or adequacy of its utility systems for the purposes intended by Licensee, or continuous uninterrupted service.

11. Indemnity and Release.

11.1. Licensee shall defend, indemnify and hold harmless Licensor and Licensor's employees and agents, the Riverbank Local Redevelopment Authority, the City of Riverbank, the City Council, its Boards, Commissions, Officers, Employees, Agents and Volunteers, the United States Army, and at Licensor's request any property manager with respect to the Property and/or any mortgagee of Licensor (the "Protected Parties") from and against any and all claims (and all related liabilities, costs and attorneys' fees) arising from (a) Licensee's use of the Licensed Premises or anything done, permitted, suffered or omitted by Licensee or any of its agents or visitors in or about the Licensed Premises, and/or (b) any breach or default by Licensee hereunder. As a material part of the consideration to Licensor, Licensee hereby assumes all risk of damage to property or injury to persons in or about the Licensed Premises from any cause whatsoever and waives all claims against Licensor and/or other Protected Parties on account of the same.

12. Insurance. During the term hereof, Licensee shall maintain in full force and effect Comprehensive General Liability Insurance on an occurrence basis with a minimum limit of one million dollars (\$1,000,000) combined single limit, naming Licensor and the other Protected Parties as named additional insureds. Such insurance shall insure Licensee's indemnity obligations herein. In addition, Licensee warrants that it has adequately insured its personal property that will be located in the Licensed Premises and acknowledges and agrees that in the event of damage or destruction to Licensee's personal property, Licensee's sole remedy will be to seek recovery from its insurance carrier and Licensor shall not be obligated to repair any damage thereto or replace the same. All insurance shall contain a complete waiver of subrogation in favor of Licensor and the other Protected Parties. A certificate of all such insurance (including a prohibition against change or cancellation of coverage without thirty (30) days prior written notice to Licensor) shall be delivered to Licensor prior to Licensee entering the Premises. Any insurance maintained by Licensor will apply in excess of, and not contribute with, insurance provided by Licensor.

13. Notice of Galbestos. Licensee is informed that the exterior siding of the buildings on the Property have been determined to contain Galbestos, a material that includes asbestos and polychlorinated biphenyls (PCBs). Evaluation of the interior of the buildings on the Property reflects the presence of Galbestos material in concrete, in dust and on the walls. No PCB material was detected in indoor air. Licensor has consulted with the United States Environmental Protection Agency, the California Department of Toxic Substance Control and the United States Army. These three governmental agencies have indicated that continued occupancy and use of the premises is acceptable. It is anticipated that the United States Army will perform remedial activities with respect to

Galbestos. Licensee is informed that PCBs and asbestos have been identified as representing a health hazard when humans are exposed to them.

14. Default By Licensee. Time is of the essence hereof. Licensee shall be in default if Licensee fails to perform any obligation hereunder as and when due. In the event of such a default, Licensor shall have all rights and remedies allowed by law. In addition, Licensor shall have the right to terminate this License and/or Licensee's right to use the Premises. Upon any such termination, Licensee shall immediately yield up possession of the Licensed Premises and Licensor may take any and all action to enforce Licensee's obligations.

15. General Provisions.

15.1. Interpretation. This License shall be governed by the laws of the State of California. This License contains the entire agreement of the Parties. This License can be amended, or any right or provision waived, only in a writing signed by both Parties.

15.2. Non-assignable. This License shall not be assigned by Licensee without the prior written consent of Licensor. Any assignment contrary to the provision of the License shall be deemed a default under and terminate this License, and shall allow the non-defaulting party to exercise all remedies available under law.

15.3. Release. Licensor has the right to transfer all or part of its interest in the Licensed Premises or Property. On such a transfer, Licensor shall automatically be released from all liability accruing under this License, and Licensee shall look solely to that transferee for the performance of Licensor's obligations under this License after the date of transfer.

15.4. Attorneys' Fees. In the event of litigation to enforce or to interpret this License, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable fees, costs, and other expenses, and attorney fees. Any award of damages following judicial remedy or arbitration as a result of a breach of this License or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

15.5. Notices. Any notice, payment, demand, waiver, consent, approval or other communication required or permitted to be given by or any provision of this License shall be deemed to have been delivered, given, and received for all purposes: (a) upon delivery if delivered personally or by overnight courier to the Party to whom the same is directed, or (b) upon transmission by the sending Party if sent by facsimile or electronic mail, if such facsimile or electronic mail is

followed by a hard copy of the facsimile or electronic mail communication sent promptly thereafter by overnight courier or by registered or certified mail, postage and charges prepaid, addressed as follows, or to such other address as the Parties may from time to time specify by notice:

15.5.1 To Licensee: County Public Works Transit Division  
Attn: Transit Manager  
1010 10<sup>th</sup> Street, Suite 4204  
Modesto, CA 95354

TEL: (209) 525-7560  
FAX: (209) 541-4332

15.5.2 To Licensor: Riverbank Local Redevelopment Authority  
5300 Claus Road, Suite 1  
Modesto, California 95357

TEL: (209) 863-8352  
FAX: (209) 863-8071

15.6. Limitation On Liability. Redress for any claim against Licensor under this License shall be limited to and enforceable against and to the extent of Licensor's interest in the Licensed Premises. The obligations of Licensor under this License are not intended to and shall not be binding on, nor shall any resort be had to the private or public properties, monies or interests of, the Riverbank Local Redevelopment Authority, the City of Riverbank, the City Council, its Boards, Commissions, Officers, Employees, Agents and Volunteers, the United States Army, the employees or agents of Licensor.

IN WITNESS WHEREOF, the Parties executed this License on date first set forth above. Individuals signing on behalf of a principal warrant that they have the authority to bind their principal. This License is subject to acceptance by Licensor.

LICENSOR:

Riverbank Local Redevelopment Authority

By: 


Name: Debbie Olson

Title: Exec. Director

Date: 10/30/12

LICENSEE:

County Public Works – Transit Division

By: 

Name: Eunice Lovi

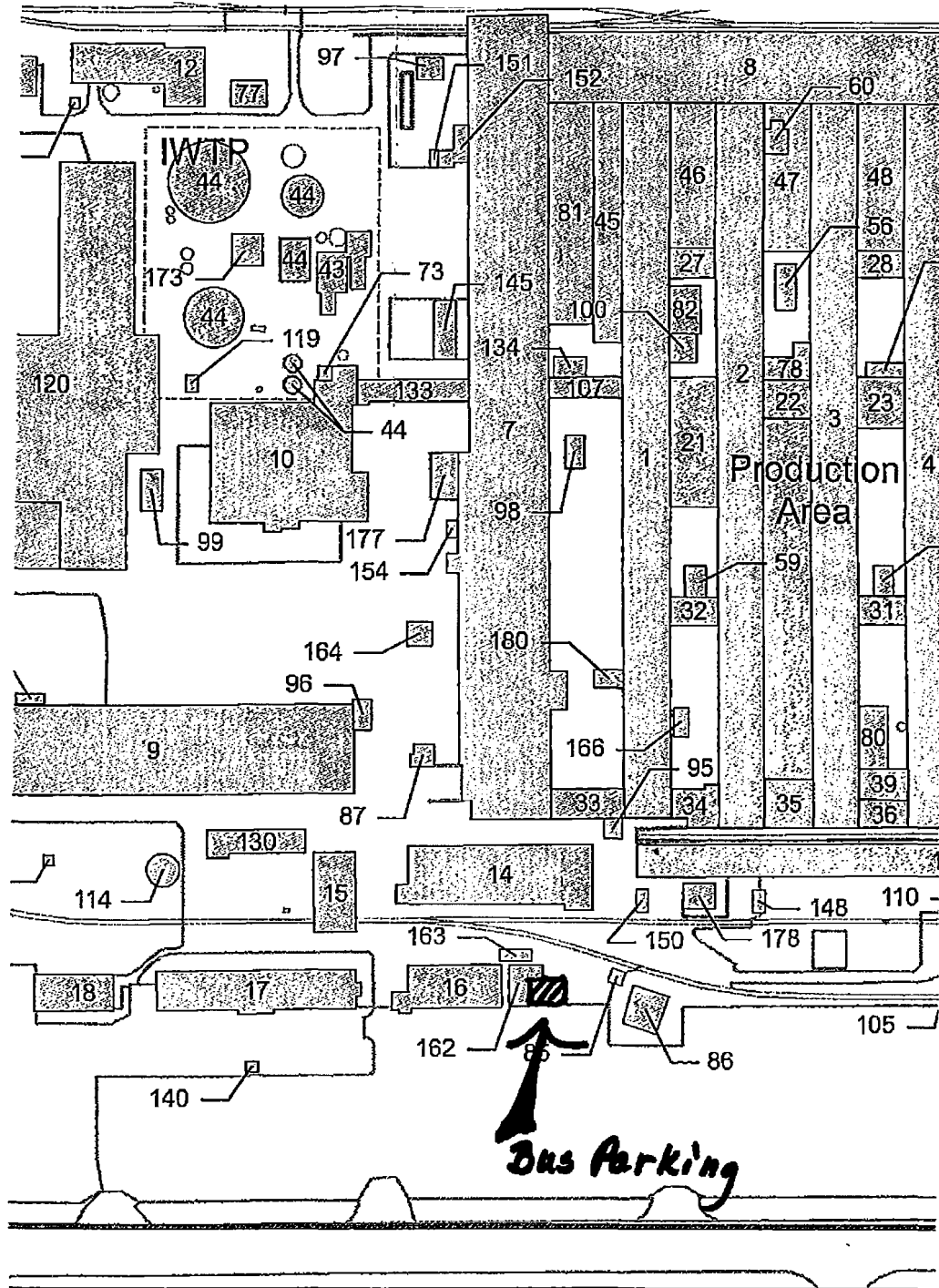
Title: Transit Manager

Date: 11-1-12

**EXHIBIT A**

**LICENSED PREMISES**

# Exhibit A Premises



**MEMORANDUM OF UNDERSTANDING  
REGARDING THE RIVERBANK OAKDALE TRANSIT AUTHORITY  
FY 2012/13 TRANSPORTATION DEVELOPMENT ACT CLAIMS AND  
SERVICES**

This MEMORANDUM OF UNDERSTANDING REGARDING TRANSPORTATION DEVELOPMENT ACT (TDA) FISCAL YEAR 2012-2013 is made and entered into by and between the COUNTY OF STANISLAUS (the "County") and the RIVERBANK OAKDALE TRANSIT AUTHORITY ("ROTA") on (the "Agreement").

**RECITALS**

WHEREAS, ROTA, a Joint Powers Authority established between the City of Riverbank and City of Oakdale, was granted joint powers to manage, operate, and maintain transit facilities and has been designated the transit operator with responsibility for operating transit service in the Communities of Riverbank and Oakdale;

WHEREAS ROTA has been authorized to apply for, accept, receive, and disburse grants, loans, and other grants from any agency of the United States of America or of the State of California, and authorized with the responsibility for preparing and claiming TDA funds for transit operations and capital project improvement and implementation;

WHEREAS ROTA entered into a contract with STOTT Outdoor Advertising to display advertisement on the Transit Buses and Bus Shelters as part of its Advertising Program;

WHEREAS the County wishes to work with ROTA to end the Contract with STOTT Outdoor Advertising and desires to work with ROTA and STOTT to remove the advertisement from the exterior of the buses and from the bus shelter advertisement panels on December 31, 2012; and

WHEREAS, the County's public transportation service, Stanislaus Regional Transit ("StaRT"), is capable and willing to provide such service as a result of consolidation of StaRT and ROTA transit services on the terms and conditions herein contained;

NOW, THEREFORE, the County and ROTA agree as follows:

**TERMS AND CONDITIONS**

1. OBLIGATIONS OF THE COUNTY

1.1 Beginning January 1, 2013 and thereafter, the County agrees to continue operating transit services in the Communities of Riverbank and Oakdale as part of the County's transit service operation.



1.2 The approved TDA amount for FY 2012 - 2013 is \$430,027 and of the amount, \$215,013.50 shall be remitted to ROTA for transit operations from July 1, 2012 through December 31, 2012. Beginning January 1, 2013, the remaining TDA amount of \$215,013.50 shall be remitted to the County for transit operations in the Communities of Riverbank and Oakdale as a result of consolidating ROTA and StaRT transit services.

1.3 In addition, ROTA agrees to submit a check no later than June 15, 2013 for the unused portion of TDA funds remitted to ROTA for transit operations from July 1, 2012 through December 31, 2012. The check shall be payable to the County Public Work Transit Division after financial activities for the current fiscal year are reconciled and closed out.

1.4 County agrees to perform related transit functions as performed by ROTA.

1.5 Provide administrative and operational functions necessary for transit services in the Communities of Riverbank and Oakdale as part of the County's transit operations.

1.6 Fund transit operations and capital costs as outlined in ROTA's TDA Claim for FY 2012 -2013 for transit service in the Communities of Riverbank and Oakdale, subject to availability, allocation and disbursement of funding from Federal, State or local sources, such as Transportation Development Act funding for the remainder of Fiscal Year 2012 – 2013.

1.7 Prepare and file Federal, State and local documents necessary for the operation of existing ROTA DAR from January 1, 2013 through June 30, 2013, including the Transportation Development Act Claim for funding, the State Controller's Report and any other related activities necessary for the Countywide Transit Cost Sharing process.

## 2. TRANSFER OF FIXED ASSETS

2.1 Subject to the terms and conditions herein contained, ROTA hereby agrees to transfer its right, titles and interests in fixed assets to the County. The County hereby agrees to take over all fixed assets utilized by ROTA for the provision and operation of transit service in the said Communities.

2.2 Beginning January 1, 2013, ROTA agrees to transfer all vehicles used for transit operation to the County including buses #16, #17, #20, and #21 except for bus # 15 [funded with Section 5310 grant] and bus # 19 [Trolley].

2.3 Beginning January 1, 2013, ROTA agrees to transfer office furniture and equipment as deemed necessary for daily administrative activities.

2.4 Beginning January 1, 2013, the County shall resume leasing the bus parking area located at the City of Riverbank Local Redevelopment Authority

facility on Claus Road. The total space leased is 2,275 square feet for a monthly fee of \$227.50.

2.5 Transfer of fixed assets shall not include parcel of land purchased by ROTA and the City of Riverbank as the County is not interested in the said property.

3. INDEMNITY

Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that other party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

4. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus – Transit Division  
Aka Stanislaus Regional Transit  
Attention: Eunice Lovi, Transit Manager  
1010 Tenth Street, Suite 3500  
Modesto, CA 95354

To ROTA: Riverbank Oakdale Transit Authority  
Attention: Jill Anderson, City Manager  
6707 Third Street  
Riverbank, CA 95367

To StanCOG: Stanislaus Council of Governments  
Attention: Carlos Yamzon  
Interim Executive Director  
1111 I Street, Suite 308  
Modesto, CA 95354

5. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

6. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

7. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

8. CONSTRUCTION


Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

9. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

By   
William O'Brien, Chairman  
Board of Supervisors  
County of Stanislaus, State of California

"County"

**ROTA BOARD OF DIRECTORS**

By   
Richard O'Brien  
ROTA Chair

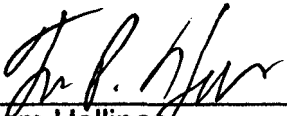
"ROTA"

**ATTEST:**

CHRISTINE FERRARO TALLMAN  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By   
Deputy Clerk

**APPROVED AS TO FORM:**

By   
Tom Hallinan  
ROTA Legal Counsel

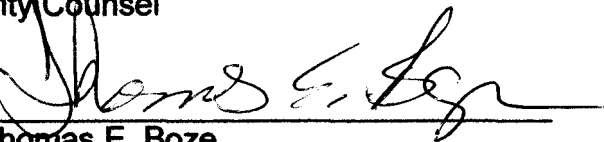
**APPROVED AS TO CONTENT:**

Matt Machado, Director  
Department of Public Works

for By   
Eunice Lovi  
Transit Manager

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By   
Thomas E. Boze  
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING  
REGARDING OAKDALE DIAL-A-RIDE TRANSIT SERVICE**

This MEMORANDUM OF UNDERSTANDING REGARDING OAKDALE DIAL-A-RIDE SERVICE is made and entered into by and between the COUNTY OF STANISLAUS (the "County") and the CITY OF OAKDALE ("the City") dated this day October 15, of 2012 (the "Agreement").

**RECITALS**

WHEREAS, the residents of the City have a need for point-to-point public transportation services commonly referred to as Dial-A-Ride (DAR); and

WHEREAS, the County's public transportation service, Stanislaus Regional Transit ("StaRT"), is capable and willing to provide such service for an Oakdale DAR service as outlined in the attached Scope of Services on the terms and conditions herein contained;

NOW, THEREFORE, the City and the County agree as follows:

**TERMS AND CONDITIONS**

1. OBLIGATIONS OF THE COUNTY

Beginning January 1, 2013, and continuing thereafter through the term of this Agreement the County shall perform the following functions related to Oakdale DAR service to be operated by the County:

1.1 Provide all administrative and operational functions necessary for the operation of Oakdale DAR service.

1.2 Develop and file the Transportation Development Act (TDA) Claims for each fiscal year which shall be effective July of each year.

1.3 Fund all operation and capital costs associated with Oakdale DAR service, subject to availability, allocation and disbursement of funding from Federal, State or local sources, such as TDA funding. The obligation of the County to fund the service shall be dependent upon the availability of appropriations and funding for the purposes of this contract. If funding for any fiscal year is reduced or deleted, or if the County loses funding for any reason, the County, in its sole discretion, shall have the option to either: (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

1.4 Prepare and file Federal, State and local documents necessary for operation of Oakdale DAR service, including without limitation the Transportation Development Act Claim for funding, the State Controller's Report and any items necessary for the Countywide Transit Cost Sharing process.

1.5 Compile required Federal, State and local service and operational data for Oakdale DAR.

1.6 Provide brochures, Ride Guides and other transit related information for Oakdale DAR service to be provided in the City.

1.7 Provide tickets for Oakdale DAR service and other StaRT services to be sold by the City. The County shall also supply all necessary documentation for the sale of StaRT tickets.

2. OBLIGATIONS OF THE CITY

2.1 Beginning January 1, 2013, and continuing thereafter through the term of this Agreement, the City shall perform the following administrative functions related to Oakdale DAR service to be operated by the County.

2.2 Sell tickets at the City of Oakdale administrative office for StaRT services including the City of Oakdale Transit service. The City shall forward all fare revenue obtained from the sale of StaRT tickets each month to the County for deposit in the County Treasury. The City shall include all appropriate documentation for the sale of StaRT tickets.

3. TERM OF AGREEMENT

3.1 This Agreement shall commence January 1, 2013 and continue thereafter until terminated by either party.

3.2 Either party may terminate this Agreement without cause upon sixty days written notice to the other party. Termination of this Agreement shall not affect either party's obligations to pay all amounts required under this Agreement that are actually and necessarily incurred by the parties prior to the effective date of such termination.

4. INDEMNITY

Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that other party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

5. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus  
Stanislaus Regional Transit  
Attention: Eunice Lovi, Transit Manager  
1010 Tenth Street, Suite 3500  
Modesto, CA 95354

To City: City of Oakdale  
Attention: Stan Feathers, City Manager  
Oakdale City Hall  
280 North Third Avenue  
Oakdale, CA 95361

6. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

7. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

8. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

9. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement

shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

10. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

By William O'Brien  
William O'Brien, Chairman  
Board of Supervisors  
County of Stanislaus, State of California

"County"

**CITY OF OAKDALE**

By Pat Paul  
Mayor Pat Paul  
City of Oakdale

"City"

**ATTEST:**

CHRISTINE FERRARO TALLMAN  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By Elizabeth King  
Deputy Clerk

**APPROVED AS TO CONTENT:**

Matt Machado, Director  
Department of Public Works

By Eunice Lovi  
for Eunice Lovi  
Transit Manager

**APPROVED AS TO FORM:**

John R. Doering  
County Counsel

By Thomas E. Boze  
Thomas E. Boze  
Deputy County Counsel

**ATTEST:**

NANCY LILLY, CMC  
City Clerk  
City of Oakdale

By Nancy Lilly  
City Clerk

**APPROVED AS TO CONTENT:**

Stanley E. Feathers, City Manager  
City of Oakdale

By Stanley E. Feathers  
Stanley E. Feathers  
City Manager

**APPROVED AS TO FORM:**

Thomas P. Hallinan  
City Attorney, City of Oakdale

By Thomas P. Hallinan  
Thomas P. Hallinan  
City Attorney



## SCOPE OF SERVICES FOR DIAL-A-RIDE SERVICE OPERATIONS IN THE CITY OF OAKDALE

### Background:

This scope of services defines transit services to be provided by the Stanislaus County as part of the Memorandum of Understanding (MOU) being established between the County and the City of Oakdale effective January 1, 2013. As the Countywide transit provider operating as the Stanislaus Regional Transit, the County Public Works Transit Division is responsible for transit service operations and manages the service contract for transit service operations in the County.

Currently, the Riverbank Oakdale Transit Authority [ROTA] operates transit services within the cities of Riverbank and Oakdale as part of the ROTA service area. ROTA provides Dial-a-Ride [DAR] service in both cities with service offered Mondays through Fridays and with connections to services provided by the Stanislaus Regional Transit (StaRT), San Joaquin Regional Transit District (RTD), Oakdale Taxi, and transportation service provided by the Catholic Charities.

In June of this year, the County submitted a proposal to the Board of Directors of the Riverbank Oakdale Transit Authority [ROTA] to consolidate transit services provided by both entities. The proposal was approved by the ROTA Board giving the County affirmation to proceed with consolidating the two transit systems. At the July 24<sup>th</sup> County Board of Supervisors meeting, the Board approved staff's request to move ahead with negotiations to merge the two systems.

Based on the evaluation of current ROTA services, the County has determined that it will continue to operate the same level of service currently offered by ROTA in ROTA's service area beginning from January 1, 2013 to August 4, 2013. [Please note that the County implements service changes in August of each year; hence, the current ROTA service will be operated beginning January 1, 2013 through August 4, 2013]. The new DAR service to be implemented by the County in the City of Oakdale will be effective on August 5, 2013, as part of the County-wide service improvements in FY 2013/14.

### Service Characteristics:

Operating as Stanislaus Regional Transit [StaRT], the Transit Division provides transit service on six (6) fixed route, three (3) deviated fixed route/shuttle service and three (3) dial-a-ride (DAR) services that provides transit service to residents of the County. Service is provided to the incorporated cities of Turlock, Ceres, Patterson, Waterford, Hughson, Newman, Riverbank, Oakdale, and Modesto. In addition, the County offers service to the unincorporated areas of Westley, Crows Landing, Grayson, Empire, Hickman, and Keyes, as well as to Gustine and the City of Merced in Merced County. A

non-emergency medical transportation service is also offered to County residents for medical appointments at Bay Area medical facilities.

As the Countywide transit provider, StaRT also manages transit operations for the Cities of Patterson, Waterford, and Newman. Through a Memorandum of Understanding (MOU) signed with the City of Patterson in July 2000, StaRT offers DAR transit services to residents of that City. Similarly, StaRT signed an MOU with the City of Newman in July 2003 to operate DAR service for residents of that City as well as signed an MOU with the City of Waterford in July 2004 to operate deviated fixed route and DAR services for residents of the City.

StaRT is proposing to manage transit operations for the City of Oakdale through a Memorandum of Understanding (MOU) similar to the MOU established with the Cities of Patterson, Newman, and Waterford. StaRT offers curb-to-curb demand response service in the aforementioned cities and seeks to offer curb-to-curb demand response service to residents of the City of Oakdale.

### Summary of Scope of Services for Service to be Offered:

#### A. Type of Service:

1. Operate current service levels as provided by ROTA in the Cities of Riverbank and Oakdale. In addition, the County will continue to operate the same level of service on Route 60 and the Eastside Shuttle. Both services will be provided per the existing schedules published in the August 6, 2012 Ride Guide.
2. The County will evaluate the efficiency and cost-effectiveness of ROTA's DAR service using ridership data and based on the findings, the County will define and develop individualized DAR service for the Community of Oakdale. The proposed service to be offered in the City of Oakdale will be as follows:
  - a. The County will begin operating the new DAR service in the City of Oakdale beginning August 5, 2013 with the following service elements:
    - i. Service will consist of a curb-to-curb shared ride to eligible passengers anywhere within the City per the defined service area.
    - ii. All residents, especially seniors and persons with disabilities are eligible to use the DAR service for their transportation needs.
    - iii. Service will be available Mondays to Fridays with limited service to be provided on Saturdays. Depending on the ridership generated on Saturdays on the DAR service, the County may consider using the Eastside Shuttle to provide Saturday service.
    - iv. Revenue hours and miles will be determined each year during the service planning and development process in concert with service planning activities for all StaRT routes.

- b. In addition to DAR service, the County plans to enhance service on the Eastside Shuttle to provide service between the cities of Riverbank and Oakdale to offer additional service options for residents interested in traveling between the two cities; as well as travel to other areas of the County. Possible improvements may include establishing designated fixed stops along the route to facilitate better connections to major destinations in the City of Riverbank and the City of Oakdale.
  - c. The County will continue to operate service on Route 60 between the Cities of Riverbank and Oakdale to the City of Modesto. The County plans to evaluate service on Route 60 to determine additional improvements needed to enhance service on the route. Potential changes may include improving the frequency to have more frequent service for each trip.
  - d. As part of the County's service planning and development process each year, the County will evaluate the efficiency and effectiveness of the DAR service and other operational elements. Based on the findings, the County will make recommendations to improve service to ensure compliance with the Transportation Development Act [TDA]. This assures that the County meets the farebox recovery ratio and other performance measures as required by State Regulations.
  - e. The County will work with the City Manager or designated employee on proposed improvements to ensure recommended changes meets mobility and transportation needs of residents using DAR service.
  - f. The County will make presentations at City Council meetings on future service changes to solicit input from Council members and the City Manager, as well as meet with key employees to seek their input on the proposed changes to DAR service.
- 3. As part of on-going service improvement, the County may develop and recommend service configuration that best meets the transportation needs of the City. Proposed service configuration will take into consideration the overall County transit system to identify strengths and weaknesses and recommend areas for improvement.
  - 4. Recommend a more user-friendly bus service including deploying innovative solutions and technology that best meet the City of Oakdale and the County's transportation needs. This may consist of installing and implementing Intelligent Transportation Systems to improve operational effectiveness.
  - 5. Recommend marketing strategies and/or program that will enable the County to market its services to the Community of Oakdale and throughout the County.

6. Continue to evaluate existing passenger facilities and amenities, and if needed, identify and recommend new locations for further enhancements in consultation with the City.

## B. Operational and Service Policies:

The current ROTA service policy will be evaluated to determine the best possible way to address differences between the County and ROTA service policies. Although, there are similarities between StaRT and ROTA's DAR service policies, there is also a need to address inconsistencies to assure passengers have a clear understanding of these policies. Areas for further evaluation and analysis will include the following:

1. Required time frame for advanced service reservation
2. Service cancellation
3. Personal Care Attendant accompanying eligible riders
4. Defined service area and how service is or should be operated between the Cities of Riverbank and Oakdale
5. What constitutes "out of area" for service provision between the two cities and the County
5. Shopping bag policy
6. Assistance provided to DAR passengers beyond curb-to-curb service
7. Same day service request

Based on the County's findings, we plan to implement current StaRT policies approved by the Board of Supervisors to bridge the gap between the policies that ensure consistency and avoid confusion by the riding public. Subsequently, the County will work with the City of Oakdale prior to implementing the new DAR service on August 5, 2013 as part of the County's service changes in August 2013 to ensure outstanding issues regarding differences in the service policies are addressed, clearly defined and understood.

## C. Fare Policy:

As established, the proposed consolidation of ROTA and StaRT transit services will offer lower fares for current ROTA DAR passengers beginning January 1, 2013. Preliminary analysis of ROTA and StaRT fare policies indicate a need to further evaluate both fare policies and address discrepancies. Areas of great concern are transfers issued to passengers connecting to StaRT routes as well as fares paid in established ROTA zones and/or current StaRT areas noted as "out of area" between service areas.

To avoid confusion and to address the inconsistencies, the County will evaluate both fare policies to determine the best way to address discrepancies between the two fare policies. The County will review the most recent fare policy approved by the County Board of Supervisors in May 2011 and will work with the City of Oakdale to implement

the current County fare policy and approved fare structure to ensure consistency throughout StaRT's service area. The County plans to implement the revised fare policy as part of the August 2013 service improvements.

**MEMORANDUM OF UNDERSTANDING  
REGARDING RIVERBANK DIAL-A-RIDE TRANSIT SERVICE**

This MEMORANDUM OF UNDERSTANDING REGARDING RIVERBANK TRANSIT SERVICE is made and entered into by and between the COUNTY OF STANISLAUS (the "County") and the CITY OF RIVERBANK (the "City") dated this 15<sup>th</sup> day of October, 2012 (the "Agreement").

**RECITALS**

WHEREAS, the residents of the City of Riverbank have a need for point-to-point public transportation services commonly referred to as Dial-A-Ride [DAR] Service; and

WHEREAS, the County's public transportation service, Stanislaus Regional Transit ("StaRT"), is capable and willing to provide Riverbank DAR service as outlined in the attached Scope of Services on the terms and conditions herein contained;

NOW, THEREFORE, the City and the County agree as follows:

**TERMS AND CONDITIONS**

1. OBLIGATIONS OF THE COUNTY

Beginning January 1, 2013, and continuing thereafter through the term of this Agreement, the County shall perform the following functions related to the Riverbank DAR service operated by the County:

1.1 Provide all administrative and operational functions necessary for Riverbank DAR service operation.

1.2 Develop and file Transportation Development Act (TDA) Claims for each fiscal year which shall be effective July of each year.

1.3 Fund all operation and capital costs associated with Riverbank DAR service, subject to availability, allocation and disbursement of funding from Federal, State or local sources, such as TDA Act funding. The obligation of the County to fund the service shall be dependent upon the availability of funding and appropriations for the purposes of this Agreement. If funding for any fiscal year is reduced or deleted, or if the County loses funding for any reason, the County, in its sole discretion, shall have the option to either: (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

1.4 Prepare and file Federal, State and local documents necessary for operation of the Riverbank DAR, including without limitation the Transportation Development Act Claim for funding, the State Controller's Report and any items necessary for the Countywide Transit Cost Sharing process.

1.5 Compile required Federal, State and local service and operational data for Riverbank DAR.

1.6 Provide brochures, Ride Guides and other transit related information for Riverbank DAR service to be provided in the City.

1.7 Provide tickets for Riverbank DAR and other StaRT services to be sold by the City. The County shall supply all necessary documentation for the sale of StaRT tickets.

## 2. OBLIGATIONS OF THE CITY

2.1 Beginning January 1, 2013, and continuing thereafter through the term of this Agreement, the City shall perform the following administrative functions related to the Riverbank DAR operated by the County:

2.2 Sell tickets at the City of Riverbank Finance Department for StaRT services including Riverbank DAR service. The City shall forward all fare revenue obtained from the sale of StaRT tickets each month to the County for deposit in the County Treasury. The City shall include all appropriate documentation for the sale of StaRT tickets.

## 3. TERM OF AGREEMENT

3.1 This Agreement shall commence January 1, 2013 and continue thereafter until terminated by either party.

3.2 Either party may terminate this Agreement without cause upon sixty days written notice to the other party. Termination of this Agreement shall not affect either party's obligations to pay all amounts required under this Agreement that are actually and necessarily incurred by the parties prior to the effective date of such termination.

## 4. INDEMNITY

Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work delegated to that other party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless the other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting

from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

5. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus Public Works Transit Division  
Stanislaus Regional Transit  
Attention: Eunice Lovi, Transit Manager  
1010 Tenth Street, Suite 3500  
Modesto, CA 95354

To City: City of Riverbank  
Attention: Jill Anderson, City Manager  
Riverbank City Hall  
6707 Third Street  
Riverbank, CA 95367

6. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

7. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

8. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.



9. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

10. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

By William O'Brien  
William O'Brien, Chairman  
Board of Supervisors  
County of Stanislaus, State of California

"County"

**ATTEST:**  
CHRISTINE FERRARO TALLMAN  
Clerk of the Board of Supervisors of the  
County of Stanislaus, State of California

By Elizabeth King  
Deputy Clerk

**APPROVED AS TO CONTENT:**

Matt Machado, Director  
Department of Public Works

for By Eunice Lovi  
Eunice Lovi  
Transit Manager

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By Thomas E. Boze  
Thomas E. Boze  
Deputy County Counsel

**CITY OF RIVERBANK**

By Virginia Madueno  
Mayor Virginia Madueno  
City of Riverbank

"City"

**ATTEST:**  
Annabelle Aguilar  
City Clerk  
City of Riverbank

By Annabelle Aguilar  
City Clerk

**APPROVED AS TO CONTENT:**

Jill Anderson  
City Manager

By Jill Anderson  
Jill Anderson  
City Manager

**APPROVED AS TO FORM:**

Thomas P. Hallinan  
City Attorney, City of Riverbank

By Thomas P. Hallinan  
Thomas P. Hallinan  
City Attorney

## SCOPE OF SERVICES FOR DIAL-A-RIDE SERVICE OPERATION IN THE CITY OF RIVERBANK

### Background:

This scope of services defines transit services to be provided by the Stanislaus County as part of the Memorandum of Understanding (MOU) being established between the County and the City of Riverbank effective January 1, 2013. As the Countywide transit provider, the Stanislaus County Public Works Transit Division is responsible for transit service operations and manages the service contract for transit service operations in the County.

Currently, the Riverbank and Oakdale Transit Authority [ROTA] operates transit services within the cities of Riverbank and Oakdale as part of ROTA's service area. ROTA provides Dial-a-Ride [DAR] service in both cities with service offered Mondays through Fridays and with connections to services provided by the Stanislaus Regional Transit (StaRT), San Joaquin Regional Transit District (RTD), Oakdale Taxi, and transportation service provided by the Catholic Charities.

In June of this year, the County submitted a proposal to the Board of Directors of the Riverbank Oakdale Transit Authority [ROTA] to consolidate transit services provided by ROTA and StaRT. The proposal was approved by the ROTA Board giving the County affirmation to proceed with consolidating the two transit systems. At the July 24<sup>th</sup> County Board of Supervisors meeting, the Board approved staff's request to move ahead with negotiations to merge the two systems.

Based on the evaluation of current ROTA services, the County has determined that it will continue to operate the same level of service offered by ROTA in ROTA's service area beginning from January 1, 2013 to August 4, 2013. [Please note that the County implements service changes in August of each year; hence, the current ROTA service will be operated beginning from January 1, 2013 through August 4, 2013]. The new DAR service to be implemented in the City of Riverbank by the County will be effective on August 5, 2013, as part of the County-wide service improvements in FY 2013/14.

### Service Characteristics:

Operating as Stanislaus Regional Transit [StaRT], the Transit Division provides transit service on six (6) fixed route, three (3) Deviated fixed route/shuttle service and three (3) dial-a-ride (DAR) services to residents of the County. Service is provided to the incorporated cities of Turlock, Ceres, Patterson, Waterford, Hughson, Newman, Riverbank, Oakdale, and Modesto. In addition, the County offers service to the unincorporated areas of Westley, Crows Landing, Grayson, Empire, Hickman, and Keyes, as well as to Gustine and the City of Merced in Merced County. A non-emergency medical transportation service is also offered to County residents for medical appointments at Bay Area medical facilities.

As the Countywide transit provider, StaRT also manages transit operations for the Cities of

Patterson, Waterford, and Newman. Through a Memorandum of Understanding (MOU) signed with the City of Patterson in July 2000, StaRT offers DAR transit service to residents of that City. Similarly, the County signed an MOU with the City of Newman in July 2003 to operate DAR service for residents of that City, as well as signed an MOU with the City of Waterford in July 2004 to operate deviated fixed route and DAR services for residents of the City.

StaRT is proposing to manage transit operations for the City of Riverbank through a Memorandum of Understanding (MOU) similar to the MOU established with the Cities of Patterson, Newman, and Waterford. StaRT offers curb-to-curb demand response service in the aforementioned cities and seeks to offer curb-to-curb demand response service to residents of the City of Riverbank.

### Summary of Scope of Services for Service to be Offered:

#### A. Type of Service:

1. Operate current service levels as provided by ROTa in the Cities of Riverbank and Oakdale. In addition, the County will continue to operate the same level of service on Route 60 and the Eastside Shuttle. Both services will be provided per the existing schedules published in the August 6, 2012 Ride Guide.
2. The County will evaluate the efficiency and cost-effectiveness of ROTa's DAR service using ridership data and based on the findings, the County will define and develop individualized DAR service for the Community of Riverbank. The proposed service to be offered in the City of Riverbank will be as follows:
  - a. The County will begin operating the new DAR service in the City of Riverbank beginning August 5, 2013 with the following service elements:
    - i. Service will consist of a curb-to-curb shared ride to eligible passengers anywhere within the City per the defined service area.
    - ii. All residents, especially seniors and persons with disabilities are eligible to use the DAR service for their transportation needs.
    - iii. Service will be available Mondays to Fridays with limited service to be provided on Saturdays. Depending on the ridership generated on Saturdays on the DAR service, the County may consider using the Eastside Shuttle to provide Saturday service.
    - iv. Revenue hours and miles will be determined each year during the service planning and development process in concert with service planning activities for all StaRT routes.
  - b. In addition to DAR service, the County plans to enhance service on the Eastside Shuttle to provide service between the cities of Riverbank and Oakdale that will offer additional service options for residents interested in traveling between the two cities; as well as travel to other areas of the County. Possible improvements

may include establishing designated fixed stops along the route to facilitate better connections to major destinations in the City of Riverbank and the City of Oakdale.

- c. The County will continue to operate service on Route 60 between the Cities of Riverbank and Oakdale to the City of Modesto. The County plans to evaluate service on Route 60 to determine additional improvements needed to enhance service on the route. Potential changes may include improving the frequency to have more frequent service for each trip.
  - d. As part of the County's service planning and development process each year, the County will evaluate the efficiency and effectiveness of the DAR service and other operational elements. Based on the findings, the County may make recommendations to improve service to ensure compliance with the Transportation Development Act [TDA]. This assures that the County meets the farebox recovery ratio and other performance measures as required by State Regulations.
  - e. The County will work with the City Manager or designated employee on proposed improvements to ensure recommended changes meets mobility and transportation needs of residents using DAR service.
  - f. The County will make presentations at City Council meetings on future service changes to solicit input from Council members and the City Manager, as well as meet with key employees to seek their input on proposed changes to DAR service.
3. As part of the on-going service improvement, the County may develop and recommend new service configuration that best meet the transportation needs of the City. Proposed service configuration will take into consideration the overall County transit system to identify strengths and weaknesses and recommend areas for improvement.
  4. Recommend a more user-friendly bus service including deploying innovative solutions and technology that best meet the City of Riverbank and the County's transportation needs. This may consist of installing and implementing Intelligent Transportation Systems to improve operational effectiveness.
  5. Recommend marketing strategies and/or program that would enable the County to market its services to the Community of Riverbank and throughout the County.
  6. Continue to evaluate existing passenger facilities and amenities, and if needed, identify and recommend new locations for further enhancements in consultation with the City.

## B. Operational and Service Policies:

The current ROTA service policy will be evaluated to determine the best possible way to address differences between the County and ROTA service policies. Although, there are

similarities between both StaRT and ROTA's DAR service policies, there is a need to address inconsistencies to assure passengers have a clear understanding of these policies. Areas for further evaluation and analysis will include the following:

1. Required time frame for advanced service reservation
2. Service cancellation
3. Personal Care Attendant accompanying eligible riders
4. Defined service area and how service is or should be operated between the Cities of Riverbank and Oakdale
5. What constitutes "out of area" for service provision between the two cities and the County
5. Shopping bag policy
6. Assistance provided to DAR passengers beyond curb-to-curb service
7. Same day service request

Based on findings from the analysis, the County plans to implement current StaRT policies approved by the Board of Supervisors to bridge the gap between policies to ensure consistency and avoid confusion to the riding public. Subsequently, the County will work with the City of Riverbank prior to implementing the new DAR service on August 5, 2013 as part of the County's service changes in August 2013 to ensure outstanding issues and service policy differences are addressed, clearly defined and understood.

### C. Fare Policy:

As established, the proposed consolidation of StaRT and ROTA transit service will offer lower fares for current ROTA DAR passengers beginning January 1, 2013. Preliminary analysis of ROTA and StaRT fare policies indicate a need to further evaluate the two fare policies and address discrepancies. Areas of great concern are transfers issued to passengers connecting to StaRT routes as well as fares paid in established ROTA zones and/or current StaRT areas noted as "out of area" between service areas.

To avoid confusion and to address the inconsistencies, the County will evaluate both fare policies to determine the best way to address discrepancies between the two fare policies. The County will review the most recent fare policy approved by the County Board of Supervisors in May 2011 and will work with the City of Riverbank to implement the County's current fare policy and approved fare structure to ensure consistency throughout StaRT's service area. The County plans to implement the revised fare policy as part of the August 2013 service changes.